



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

Monday, August 17, 2009
Council Room — 2nd Floor, City Hall
4:30 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh
Vice Mayor Benjamin K. Mallicote
Alderman C. K. Marsh, Jr.

Alderman Larry Munsey
Alderman Tom C. Parham
Alderman Jantry Shupe

Leadership Team

John G. Campbell, City Manager

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

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

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Review of Items on August 18, 2009 Regular Business Agenda
5. Discuss School Applying for Qualified School Construction Bonds (QSCB) – Jim Demming/Dr. Kitzmiller
6. Discuss Scope and Schedule for Gibson Mill Rd Phase III and IV – Ryan McReynolds/ Michael Thompson
7. Discuss 1st year results of Energy Management Phase I – Ryan McReynolds/ Russ Nelson
8. Discuss Southern Living Article August Issue – Kitty Frazier
9. Workforce Consultant Recommendation – Mayor Dennis R. Phillips
10. 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.

Memorandum

To: John Campbell
From: Dennis Phillips
Date: 8/14/2009
Re: Workforce Consultant

The City has invested, over the past few years, a substantial sum of money in furthering our economic development strategy of creating a highly skilled labor force. Becoming a "Smart City" through easy access to higher education is not only a proven path for our city's growth it is also a quality of life issue for our citizens of all ages.

Providing buildings for area colleges and universities was the all important first step toward that goal, but buildings alone will not ensure our ultimate success. With the opening of the Kingsport Higher Education Center, we are moving into a critical new phase of our development strategy. It is imperative that we have a workforce champion on board to help guide our initiative through the next phase of filling the buildings with students. I am recommending that we contract with Bill Locke as the city's workforce development director for a period of two years beginning September 1, 2009.

Bill's responsibilities would include the following:

1. Assessing area business needs and coordinating with the Centers' partners to align programming with needs.
2. Meeting with other area colleges who may have unique degree programs to offer the region's workforce.
3. Collaborating with area school systems to assist in aligning our current high school curriculum with future workforce and academic needs.
4. Acting as a spokesperson to local and outside groups for the city's initiative and explaining its importance to our future development.
5. Research potential grants that may be available from the education side.

I suggest that Bill would make quarterly reports to the BMA of his activities including individuals and groups he has met with; college programs, proposed and under consideration; enrollment figures and the like from the downtown programs; and issues and concerns with the centers operations.

The start up of a new campus is a critical moment. I believe the city needs a dedicated, deliberate and highly experienced person, who is focused on getting this center off to the best possible start. We are fortunate to have Bill Locke available at this time to assist the city during this start up period and I highly recommend that we use his expertise to assist us.

I would propose a two year contract at \$35,000 per year beginning September 1, 2009.

I have discussed this at length with Dr. Janice Gilliam and she is very excited that the City is considering this.



Work Session Tickler

August 17, 2009

Special Projects

Higher Education Center

Jeff Fleming

August 14, 2009

The classrooms, administrative offices and public areas are substantially complete. The auditorium and additional office suite are progressing and will be complete soon. Northeast State is installing furniture, computers, audio/video and lab equipment. The final site work is nearly complete. The final paving of W. Market Street will occur later after the new curb alignment is installed on the south side of the street. The first classes are scheduled to begin on August 17th.

Netherland Inn Road Boat Ramp

Chris McCart

August 14, 2009

Required Tennessee One Call has been performed and Baker Construction has notified the City that they intend to begin work on Monday August 17th.

City Departments

Police Department

PDA/VisionAir Project

Gale Osborne

August 13, 2009

We continue to remain on schedule. Updates will be listed in bold and italics.

1. Hardware and Network Ready by – June 30,2009
Installed.
2. Computer Aided Dispatch Live– August 13-14 (2 Days)
***System Administrator Training complete for CAD
CAD go live successful August 13.***
3. Records Management System Live – November 4 (1 Day)
Records System Administrator Training August 17
4. JAIL Live – November 5 (1 Day)
5. MOBILE Live – November 12 (1 Day)
6. FIRE Live – December 11 (1 Day)
7. Data-Driven Server ordered for Field Reporting Software.
Delivered and installed.
8. PDA/Redfly mobile companion distribution planned to occur in July
Distribution occurred as scheduled.

Included in this timeline are multiple training modules that are web based and classroom based. We continue to have team meetings; Information Services is coordinating with VisionAir and Data-Driven engineers for installation of hardware and software packages.

Fire Department

Fire Station Seven

Craig Dye

August 10, 2009

We picked out the colors for the interior today. The tower that will be the artwork for the station is being assembled somewhere offsite. Work is moving fast and we are happy with what we see so far. The brick is starting to be set on the exterior and it won't be long before the power lines are brought onto the property. The station is still on track for opening the first part of October.

Anyone wishing to visit the project site please schedule a time with the Fire Department. HELMETS ARE REQUIRED.

Finance Department

Sewer Tap Fees

Jim Demming

August 14, 2009

Approximately 50 notification letters were mailed to property owners in the Rock Springs area informing them of the availability of sanitary sewers and the requirements for connecting to the system. The letter also provided information regarding the applicable fees and available financing option for the tap fee. Through August 13th, fourteen affected property owners have paid the tap fee to proceed forward with connecting to the system. In addition, five property owners in the Bloomingdale area have opted to utilize the financing option to fund the tap fee.

Engineering

Gibson Mill Road Realignment

Hank Clabaugh

August 13, 2009

Thomas has completed the final road grading and subgrade compaction on all road beds.

The curb and gutter and sidewalk are complete on the new Holston Valley connector road, which will be named Ravine Road. The asphalt binder has been installed on new Holston Valley connector road (Ravine Road). Final completion of this road will coincide with the closing of Ravine Road at Cassel Drive with the cul-de-sac. This roadway will be renamed Cherokee Village Drive.

Work is complete on the curb, gutter, and sidewalks on Cassel Drive. Asphalt binder and topping of this road will occur over the next two weeks. Cassel Drive will be open to traffic by the end of August.

The installation of all the steel work for the bridge deck is complete. Pouring of the concrete deck will start next week and take approximately two weeks to complete. This work is for Contract 1.

The Greenbelt pedestrian bridge is complete and the old pedestrian bridge has been demolished.

The existing/old Ravine Road (Cherokee Village Drive) will be permanently closed with a cul-de-sac on September 1. The City and Hospital have sent out information about this closing. The cul-de-sac construction will begin at the first of September.

Engineering

Gibson Mill Road Realignment (continued)

Thomas Construction Co. is the contractor for both contracts (Contract 1 – Wellmont; Contract 2 – City).

Final completion on Contract 1 is expected by the end of September.

Netherland Inn Bridge

Gary Dault

July 30, 2009

(No change for Netherland Inn Bridge)

Work left at this point includes installing the light poles on the bridge, replacing the guardrail (wrong color was installed), and final coat of asphalt. Once the guardrail is replaced, the asphalt will be completed.

Water/Sewer

Automated Meter Reading

Chad Austin

July 30, 2009

Approximately 26,700 (of approx. 35,000) meters have been changed out thus far. Project is on schedule to be completed by end of October.

Vanguard (the installation contractor) is sending their large meter group to begin rebuilds of the 3" & larger meters this week.

Meter reading with the new system is going well. The system has identified 37 leaks on the customer side that would not have been detected otherwise. The customers have been notified about those leaks.

Rock Springs Area

Waterline Upgrades

Chad Austin

July 30, 2009

Waterline installation along Rock Springs Road is complete. John Adams Elem now has the required fire protection. Work is still continuing in other areas for the project.

Peppertree Sewer Line Extension

Chad Austin

July 30, 2009

Sewer line construction is underway.

Airport Parkway Water Tank Rehab.

Chad Austin

July 30, 2009

Contractor is setting up at the tank site. Work should begin this week. Contractor expects project to be completed in two months.

Development Services

Cook's Point

Rack Cross

August 13, 2009

Cook's Point was visited by staff for the purpose of photographs and general observation. After much rain minimal mud is present on street. Staff engineer Dan Wankel reported after a site visit during a recent rain that the storm water drainage system was functioning as designed. Developer Erik Fritz is having street lights installed in Phase Three area of Cook's Point PD.

Leisure Services

Parks & Recreation

Dog Park

Chris McCartt

July 2, 2009

Construction on the bathrooms at the dog park was completed earlier last month and will become operational as soon as AEP installs a new power line from Granby Road to the bathrooms. I anticipate this work to be completed within the next two weeks. Additionally, the bathroom facility will be outfitted with a special external faucet to provide water for the dogs. Ultimately there will be fountains inside the park fence to provide water for the dogs.

Parks & Recreation

Greenbelt

Kitty Frazier

August 10, 2009

Construction continues on schedule. The sidewalk along Roller street has been removed in order to create an asphalt greenway connection.

Kingsport Public Library

Helen Whittaker

August 10, 2009

The library consultant and architects met with library staff to finalize space needs for each department and to work out adjacencies.



AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

Tuesday, August 18, 2009

Large Court Room – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh
Vice Mayor Benjamin K. Mallicote
Alderman C. K. Marsh, Jr.

Alderman Larry A. Munsey
Alderman Tom C. Parham
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 –Gary Bement, Pastor-Bethel Presbyterian Church**
- III. ROLL CALL**
- IV. RECOGNITIONS AND PRESENTATIONS**
 - A. Keep Kingsport Beautiful Awards – Leslie Stevens
- V. APPROVAL OF MINUTES**
 1. August 3, 2009 Regular Work Session
 2. August 4, 2009 Regular Business Meeting

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

1. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the RS5 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF:266 -2009)
 - Public Hearing
 - Ordinance (Annexation) – First Reading
 - Ordinance (Zoning) – First Reading
 - Resolution

2. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the RS6 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF:267 -2009)
 - Public Hearing
 - Ordinance (Annexation) – First Reading
 - Ordinance (Zoning) – First Reading
 - Resolution

3. Public Hearing for Annexation Annual Plan of Services Report (AF: 276 -2009)
 - Public Hearing

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of an Ordinance Amending the Current City Code to Increase the Reserve Police Officer Force Capacity from 20 to 25 Officers (AF: 278 -2009)
 - Ordinance – First Reading

2. Consideration of an Ordinance to Establish a Budget for State Revolving Loan/American Reinvestment and Recovery Act Projects (AF: 282 -2009)
 - Ordinance – First Reading

3. Consideration of a Resolution Approving a \$8,105.42 Donation from the Arts Council of Greater Kingsport for the Kingsport Public Art Program and Consideration of an Ordinance to Appropriate the Funds (AF: 287 -2009)
 - Ordinance – First Reading

4. Consideration of an Ordinance Appropriating Funds Received From the American Recovery and Reinvestment Act, Section 5307 Federal Transit Administration Grant From the Department of Transportation (AF: 289 -2009)
 - Ordinance – First Reading
5. Consideration of an Ordinance to Appropriate Grant Funds Approved by the Department of Justice, Justice Assistance Grant Program (JAG) in the Amount of \$165,759.00 for the Purchase of Equipment and Technology (AF: 283-2009)
 - Ordinance – First Reading
6. Consideration of an Ordinance to Appropriate Grant Funds Approved by the Department of Justice, Office of Community Oriented Policing Services (COPS) in the Amount of \$939,012.00 to Hire and Employ 6 Police Officers for 3 Years (AF: 284-2009)
 - Ordinance – First Reading
7. Consideration of an Ordinance Appropriating Additional Funds Received From the Virginia Department of Transportation for State Route 224 Corridor Study (AF: 288-2009)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance Establishing the FY10 Property Tax Rate for City of Kingsport Sullivan and City of Kingsport Hawkins County (AF:230 - 2009)
 - Ordinance - Second Reading and Final Adoption

D. OTHER BUSINESS

1. Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 1209 Morningside Circle for the Kingsport City School System (AF: 280-2009)
 - Resolution
2. Consideration of a Resolution to Accept Deeds and Deeds of Easement for Various City Projects (AF: 286-2009)
 - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute a Contract With Girls Incorporated of Kingsport for Transportation Services (AF: 285-2009)
 - Resolution

4. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the Kingsport Office of Small Business and Entrepreneurship for Services in Fiscal Year 2009-2010 Benefiting the General Welfare of Kingsport Residents (AF: 290-2009)
 - Resolution

E. APPOINTMENTS

VII. CONSENT AGENDA

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion in the form listed. If discussion is desired by either the Board or the audience, the item in question will be removed from the Consent Agenda and considered separately.

1. Consideration of Approval of Offers for Easements and Right-of-Ways for the Cleek Road and New Beason Well Road Improvement Project (AF: 281-2009)
 - Approval of Offers

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, August 3, 2009, 4:30 PM
Council Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips

Alderman Valerie Joh

Vice-Mayor Benjamin K. Mallicote

Alderman Charles K. Marsh, Jr.

Alderman Larry A. Munsey

Alderman Tom C. Parham

(arrived at 4:40 p.m.)

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

Lisa Winkle, Comptroller/Deputy City Recorder

1. **CALL TO ORDER:** 4:35 p.m., by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Gilbert. Absent: Aldermen Tom Parham (arrived immediately after roll call at 4:40 p.m.) and Jantry Shupe.
3. **WORK SESSION TICKLER.** Mayor Phillips asked about the status of the new Dog Park building. Alderman Marsh inquired about status of the Gibson Mill Road Improvement project that was not included with others for this or the next fiscal year. Mr. Marsh expressed concern about the “perpetual” construction situation that traffic on Gibson Mill Road will experience if no action is taken to complete in a timely manner. City Manager Campbell explained that portion of the project is identified in Phase 3 of the road improvement projects in the previously discussed funding schedule. In response to further Board discussion, Mr. Campbell and City staff will look at expediting this phase and have this portion bid by fall of 2009.

Mayor Phillips recognized Robbie Carrico, an intern working with the City Manager’s office for the past year and who will be leaving to attend Clemson University to obtain his MBA. Mr. Carrico was commended for his many contributions during his tenure.

4. **REVIEW OF AGENDA ITEMS ON AUGUST 4, 2009 REGULAR BUSINESS AGENDA.** City Manager Campbell, members of staff and community members provided a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.AA.1 Public Hearing and Consideration of an Ordinance Establishing the FY10 Property Tax Rate for the City of Kingsport/Sullivan County and City of Kingsport/Hawkins County (AF: 230-2009). Alderman Munsey asked the City Manager to explain at tomorrow night’s business meeting, for the public’s information, the

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, August 3, 2009

background and details of how these two county tax rates are related, why they differ and how they result in equalization of the base tax rates.

On a different subject, Alderman Munsey asked City Attorney Billingsley if the BMA could avoid consideration of smaller grants that require no match from the City coffers.

City Manager Campbell reminded Board members that this issue has been addressed previously, resulting in a presentation and a decision to continue review of all grants. Mr. Campbell suggested that, if no match is required, a monthly summary of grants being applied for could be provided to Board members for review.

VI.D.7 Consideration of a Resolution to Amend FY2010 Fee Resolution Regarding Charge for Compost Bins (AF: 270-2009). In response to Mayor Phillips' questions about the discounted price of the bins and establishing a market plan to promote them, Public Works Director McReynolds replied that the bins normally cost around \$100 and the City was able to purchase at the discounted price of \$30. He further stated that a marketing brochure is being developed, a copy of which will be provided with the next work session tickler, and information on purchasing the bins is already on the City Public Work's website. Mayor Phillips remarked that it is imperative that those working the front desk in the City Hall lobby are provided details about these bins and this program.

5. DISCUSS DATE FOR MEETING WITH SCHOOL BOARD. No discussion was held on this subject prior to adjournment.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:40 p.m.

ELIZABETH A. GILBERT
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 4, 2009, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman Valerie Joh
Vice-Mayor Benjamin K. Mallicote
Alderman Charles K. Marsh, Jr.

Alderman Larry A. Munsey
Alderman Tom C. Parham
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:** Led by Mr. Tyler Hobbs, Co-Direction of the 2009 FunFEST Crazy 8s Race.
- II.B. **INVOCATION:** by Pastor Anthony Daniels, Interim Pastor from Barboursville, Kentucky.
- III. **ROLL CALL:** By City Recorder Jim Demming.
- IV. **RECOGNITIONS AND PRESENTATIONS.**

A. CRAZY 8s RACE PRESENTATION. Mayor Phillips recognized and invited Mr. Tyler Hobbs to come forward. Mr. Hobbs thanked the City, on behalf of the Crazy 8s organizers, for making this event such a success. Mr. Hobbs described the growth the race has experienced and national recognition it is garnering. He presented Alderman Shupe with a medal, given to all race finishers, for the alderman's assistance in organization of this year's race.

B. UNITED WAY APPRECIATION PRESENTATION. Mr. Richard D. Witt, President of the Board of Directors of the United Way of Greater Kingsport recited the historical intertwining of the City's history with that of the United Way in supporting community needs. Mr. Witt read a proclamation recognizing and honoring the City for its financial and other support and lauding the legacy of caring has been handed down through the generations.

Mayor Phillips reciprocated by thanking Mr. Witt and the United Way for spearheading this volunteer funding effort to aid those in need in the area.

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of the City of Kingsport, Tennessee, Tuesday, August 4, 2009**

V. APPROVAL OF MINUTES.

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

- A. July 20, 2009 Regular Work Session
- B. July 21, 2009 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

AA. PUBLIC HEARINGS.

**1. Public Hearing and Consideration of an Ordinance
Establishing the FY10 Property Tax Rate for the City of Kingsport/Sullivan County
and the City of Kingsport/Hawkins County (AF: 230-2009).**

Motion/Second: Munsey/Parham, to pass:

AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSPORT, SULLIVAN COUNTY AND THE CITY OF KINGSPORT, HAWKINS COUNTY, WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE COUNTY PROPERTY ASSESSORS AND THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE FOR THE YEAR 2010; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

B. BUSINESS MATTERS REQUIRING FIRST READING. None.

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

**1. Consideration of an Ordinance to Amend Kingsport City Code
Section 114-68 Pertaining to Powers of the Board of Zoning Appeal
(AF: 220-2009).**

Motion/Second: Mallicote/Joh, to pass:

ORDINANCE NO. 5868, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-68 RELATING TO THE POWERS OF THE BOARD OF ZONING APPEALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, Marsh, Munsey, Parham, 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 4, 2009**

**2. Consideration of Ordinances to Annex/Amend Zoning of the
RS3 Annexation (AF: 231-2009).**

Motion/Second: Munsey/Mallicote, to pass:

ORDINANCE NO. 5869, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 15th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS3 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Parham/Joh, to pass:

ORDINANCE NO. 5870, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD TO R-1B, RESIDENTIAL DISTRICT IN THE 15th CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Consideration of Ordinances to Annex/Amend Zoning of the
RS4 Annexation (AF: 232-2009).**

Motion/Second: Munsey/Mallicote, to pass:

ORDINANCE NO. 5871, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 14th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS4 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Joh/Munsey, to pass:

ORDINANCE NO. 5872, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD AND SNAPPS FERRY ROAD TO R-1B, RESIDENTIAL 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 second reading in a roll call vote: Joh, Mallicote, Marsh, Munsey, Parham, 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 4, 2009**

**4. Consideration of Ordinances to Annex/Amend Zoning of the
Parker Lane Annexation (AF: 255-2009).**

Motion/Second: Munsey/Shupe, to pass:

ORDINANCE NO. 5873, 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 PARKER LANE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Joh/Shupe, to pass:

ORDINANCE NO. 5874, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG PARKER LANE 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 second reading in a roll call vote: Joh, Mallicote, Marsh, Munsey, Parham, Shupe and Phillips voting "aye."

D. OTHER BUSINESS.

**1. Consideration of a Resolution to Authorize the Mayor to Sign a
Worksite Agreement with the Alliance for Business and Training, Inc. for a
Temporary Worker in the Library (AF: 253-2009).**

Motion/Second: Shupe/Joh, to pass:

Resolution No. 2010-036, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ALLIANCE FOR BUSINESS AND TRAINING, INC. FOR A STUDENT WORKER IN THE KINGSFORT PUBLIC LIBRARY

Passed: All present voting "aye."

**2. Consideration of a Resolution Authorizing the Mayor to Execute
all Documents Necessary and Proper to Apply for and Receive Arts Builds
Community Grant from the Tennessee Arts Commission (AF: 260-2009).**

Motion/Second: Joh/Mallicote, to pass:

Resolution No. 2010-037, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ARTS BUILDS COMMUNITY GRANT FROM THE TENNESSEE ARTS COMMISSION FOR A CAROUSEL HORSE CARVING WORKSHOP

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 4, 2009**

3. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive Touring Arts Grants from the Tennessee Arts Commission (AF: 261-2009).

Motion/Second: Joh/Shupe, to pass:

Resolution No. 2010-038, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TOURING ARTS GRANT FROM THE TENNESSEE ARTS COMMISSION

Passed: All present voting "aye."

4. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive Technical Assistance Grant from the Tennessee Arts Commission (AF: 262-2009).

Motion/Second: Joh/Parham, to pass:

Resolution No. 2010-039, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TECHNICAL ASSISTANCE GRANT FROM THE TENNESSEE ARTS COMMISSION

Passed: All present voting "aye."

5. Consideration of a Resolution Authorizing a Change Order to the Agreement with Duco Construction to Complete Section 1 of the Reedy Creek Greenbelt (W. Sullivan Street to Cloud Park) (AF: 264-2009).

Motion/Second: Parham/Shupe, to pass:

Resolution No. 2010-040, A RESOLUTION APPROVING A CHANGE ORDER TO THE AGREEMENT WITH DUCO CONSTRUCTION TO COMPLETE SECTION 1 OF THE REEDY CREEK GREENBELT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

6. Consideration of a Resolution Authorizing Change Order No. 1 and No. 2 for the V.O. Dobbins Community Center Project and Authorizing the Mayor to Execute all Documents Necessary for the Change Orders (AF: 273-2009). Assistant to the City Manager Chris McCartt explained that Change Order No. 1 (\$115,450.31) will address additional costs arising out of unsuitable and unstable soil conditions in the west parking areas and the second change order (\$60,807.25) addresses the same soils issues involved in the two-story classroom building addition. Change Order No. 2 also provides for various changes in roofing, electrical and hardware specifications.

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Alderman Marsh questioned and expressed concern about the total cost and direction of this project which he described as an example of "mission creep." Mr. McCartt replied that the project is still more than half a million dollars under the original estimate for the project, even with the necessary change orders.

Motion/Second: Joh/Mallicote, to pass:

Resolution No. 2010-041, A RESOLUTION APPROVING CHANGE ORDERS #1 AND #2 TO THE CONTRACT WITH J.A. STREET & ASSOCIATES, INC. FOR THE ADDITIONS AND ALTERATIONS TO THE EXISTING V.O. DOBBINS COMMUNITY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDERS

Passed: All present voting "aye" except Marsh voting "nay."

7. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper for the Purchase of Two Properties from the Industrial Development Board of the City of Kingsport, Tennessee for the Riverwalk Redevelopment Project (AF: 272-2009). Mr. McCartt provided a brief overview of the purchase of these properties and Alderman Parham, who has long been involved in the Riverwalk project, emphasized the critical location of these properties. Public Works Director Ryan McReynolds further explained the location and logistics of the proposed roundabout, intended to improve the traffic flow in that area.

Motion/Second: Munsey/Mallicote, to pass:

Resolution No. 2010-042, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR THE PURCHASE OF TWO PROPERTIES FROM THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR KINGSPORT RIVERWALK PROJECT

Passed: All present voting "aye."

8. Consideration of a Resolution to Amend FY2010 Fee Resolution Regarding Charge for Compost Bins (AF: 270-2009).

Motion/Second: Joh/Shupe, to pass:

Resolution No. 2010-043, A RESOLUTION TO AMEND RESOLUTION NO. 2009-293 AND RATES, FEES AND CHARGES THEREIN

Passed: All present voting "aye."

9. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Submit a Pre-Application for the Recreational Trails Programs (RTP) Grant Process Administered by the Tennessee Department of Environment and Conservation for Domtar Park (AF: 268-2009).

Motion/Second: Joh/Parham, to pass:

Resolution No. 2010-044, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO SUBMIT A PRE-

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APPLICATION TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND
CONSERVATION FOR THE RECREATIONAL TRAILS PROGRAM AT DOMTAR
PARK

Passed: All present voting "aye."

**10. Consideration of a Resolution Authorizing the Mayor to
Execute an Intergovernmental Agreement with Sullivan County for Acquisition of
Real Property Commonly Known as the Old Lynn View School Stadium and Ball
Fields; and Authorizing the Mayor to Execute all Other Documents Necessary and
Proper to Acquire the Property (AF: 275-2009).**

Motion/Second: Parham/Joh, to pass:

**Resolution No. 2010-045, A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH SULLIVAN COUNTY
FOR ACQUISITION OF REAL PROPERTY COMMONLY KNOWN AS THE OLD LYNN
VIEW SCHOOL STADIUM AND BALL FIELDS; AND AUTHORIZING THE MAYOR TO
EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO ACQUIRE
THE PROPERTY**

Passed: All present voting "aye."

**11. Consideration of a Resolution to Authorize the Mayor to Sign
all Documents Necessary to Apply and Receive a Tennessee Agricultural
Enhancement Program – Community Tree Planting Project Grant (AF: 269-2009).**

Motion/Second: Joh/Shupe, to pass:

**Resolution No. 2010-046, A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A COMMUNITY TREE PROJECT GRANT FROM THE TENNESSEE
AGRICULTURAL ENHANCEMENT PROGRAM**

Passed: All present voting "aye."

**12. Consideration of a Resolution to Condemn in Fee Property for
Phase II of the Gibson Mill Road Realignment Project and Motion to Approve
Settlement of Condemnation (AF: 277-2009).**

Motion/Second: Munsey/Joh, to pass:

**Resolution No. 2010-047, A RESOLUTION TO AUTHORIZE CONDEMNATION
PROCEEDINGS FOR PHASE II OF THE GIBSON MILL ROAD REALIGNMENT
PROJECT AND APPROVE SETTLEMENT OF CONDEMNATION**

Passed: All present voting "aye."

E. APPOINTMENTS.

**1. Consideration of Reappointment to the Kingsport Beverage
Board (AF: 274-2009).**

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Motion/Second: Parham/Mallicote, to approve the following:

REAPPOINTMENT OF MR. GREG EASLEY TO SERVE AN ADDITIONAL THREE-YEAR TERM ON THE **KINGSPORT BEVERAGE BOARD**, EFFECTIVE SEPTEMBER 1, 2009 AND EXPIRING AUGUST 31, 2012

Passed: All present voting "aye."

VII. CONSENT AGENDA.

Consent Agenda items are considered under one motion.

Motion/Second: Munsey/Shupe, to adopt:

1. Consideration of an Ordinance to Waive Receipt of a Portion of School Bond Proceeds Issued by Hawkins County in Consideration of Agreement to Receive an Equal Amount for City School Capital Projects (AF: 248-2009).

Adopt:

Ordinance No. 5875, AN ORDINANCE WAIVING THE MUNICIPALITY'S RIGHT TO RECEIVE A PORTION OF THE PROCEEDS OF SCHOOL BONDS ISSUED BY HAWKINS COUNTY, TENNESSEE; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY CERTIFICATES OR AGREEMENTS NECESSARY TO WAIVE SUCH RIGHTS AND RECEIVE CERTAIN CONSIDERATION FOR SUCH WAIVER; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Consideration of an Ordinance to Amend the Debt Service Fund, Regional Sales Tax Fund, and Meadowview Fund (AF: 214-2009).

Adopt:

Ordinance No. 5876, AN ORDINANCE TO AMEND THE DEBT SERVICE FUND, REGIONAL SALES TAX FUND, CATTAILS FUND, AND MEADOWVIEW FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Consideration of an Approval of Offers for Easements and Rights-of-Way for the Garland Private Drive Water Line Extension Project (AF: 263-2009).

Approve:

OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY FOR THE GARLAND PRIVATE DRIVE WATER LINE EXTENSION PROJECT

Passed in a roll call vote: Joh, Mallicote, Marsh, Munsey, Parham, Shupe and Phillips voting "aye."

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VIII. COMMUNICATIONS.

A. CITY MANAGER. City Manager Campbell shared that the City of Kingsport has been recognized and named as a great place to retire in the current issue of *Retirement Lifestyles* magazine. Mr. Campbell mentioned the grand opening of the Kingsport Higher Education Center at 1:30 p.m. on August 28th and the grand opening of the John Adams Elementary School next Monday, August 10th at 6:00 p.m.

MAYOR AND BOARD MEMBERS. Alderman Shupe thanked Board members for asking about his mother and is honored to serve as a member of this Board. Alderman Joh reminded the audience that Kingsport City Schools opened yesterday and cautioned all to pay attention of school zones and drive safely. Alderman Marsh commended City staff for the effort recently undertaken to clean-up and weed along Lincoln Street, which is a vast improvement and will result in better growth from the intended foliage.

Alderman Parham shared about a local situation in which an elderly, bed-ridden woman, raising two of her grandchildren, experienced a serious roof leak she could not afford to repair. He commended Barbara Brown as the caring citizen who, upon learning of this situation, contacted Alderman Marsh who, in turn, contacted Mark Haga of the City's Community Development to work with Kingsport Housing and Redevelopment Authority to get this project approved. As a result of the many caring individuals involved, roof repair work will start in a few days.

Mayor Phillips asked Police Chief Osborne to report on the recent COPS grant the City was awarded. Chief Osborne thanked Grants Specialist Morris Baker and Captain Jenny Abernathy for their outstanding work in applying for this \$940,000 grant, the largest awarded in Northeast Tennessee, and will allow the City to hire six police officers for the next three years.

B. VISITORS. *Mr. Joel Morley*, 1366 Catawba Street, Kingsport, described a dangerous traffic situation at the intersection of Catawba and Lamont Streets where there is current a "Yield" sign, resulting in accidents as traffic has increased. He pointed out that the same situation occurring at Ravine and Tennessee Streets resulted in the City replacing the "Yield" with a "Stop" sign and requested the same be done at Catawba and Lamont. The Mayor asked Mr. McReynolds to meet with Mr. Morley to address this safety issue.

Mr. Bill Adams of 5308 Orebank Road, Kingsport, thanked the Board for its support of completion of the sidewalks on Orebank Road.

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

ELIZABETH A. GILBERT
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the RS5 Annexation and Consideration of a Resolution Adopting the Plan of Services

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

Action Form No.: AF: 266-2009
 Work Session: August 17, 2009
 First Reading: August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: K. Weems
 Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance for the RS5 annexation
- Approve ordinance amending the zoning ordinance for the RS5 annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is the "RS5" annexation of approximately 64 acres along Foxport Rd, Hidden Acres Rd, and Hidden Pines Dr. with an approximate population of 150 residents (single family use). The current county zoning of the area R-1 (Single Family Residential). The proposed city zoning for the area is R-1B (Single Family Residential). Both water and sanitary sewer require an upgrade for this annexation. During their July 2009 regular meeting, the Kingsport Regional Planning Commission voted unanimously (8-0) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received opposition from one resident of the affected area as of July 29, 2009 (the opposing property owner voiced opposition via telephone prior to the Planning Commission meeting). The Notice of Public Hearing was published on August 3, 2009.

Attachments:

1. Staff Report
2. Notice of Public Hearing
3. Cost Analysis
4. Annexation Ordinance
5. Zoning Ordinance
6. Resolution
7. Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ANNEXATION REPORT
RS5 ANNEXATION, FILE: 09-301-000009

TO: KINGSFORT REGIONAL PLANNING COMMISSION

FROM: Ken Weems, Planner

DATE: 30 June 2009

APPLICANT: City of Kingsport

REQUESTED ACTION: City initiated annexation and zoning to an R-1B, Single Family District, of approximately 64 acres.

LOCATION: The property is located on the east side of Rock Springs Road, a portion of the Hidden Acres Subdivision, best described as Tax Map 119, Parcels 2, 3, 4, 5, 6, 7, 8, 10, 11, 11, 11, 12, 12, 13, 13, 14, 15, 15, 16, 16, 17, 17, 17.20, 18, 18, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23, 24, 24, 24, 24.10, 25, 25, 26, 26, 26.10, 27, 27, 27.20, 29, 30, 31, & 32.

EXISTING LAND USE: Single Family Residential

PROPOSED USE: same

SURROUNDING ZONING DISTRICTS & LAND USES:

General: The annexation area is surrounded by County A-1 (Agricultural/Residential) and County R-1 (Single Family), and City R-1B (Single Family) zoning, with like uses.

LAND USE PLAN (S): The 2010 Land Use Plan does not address the annexation area. The new Kingsport 2030 Land Use Plan (pending Planning Commission approval) describes this area as single family residential.

UTILITIES: Both City of Kingsport sanitary sewer and water service require an upgrade for this annexation.

TRANSPORTATION: Streets in this annexation area consist of Foxport Road, and portions of Hidden Acres Road and Hidden Pines Drive.

POPULATION: The annexation area contains approximately 150 residents (62 total parcels).

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

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

STAFF RECOMMENDATION:

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

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

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 18, 2009, to consider the annexation, zoning, and plan of services for the RS5 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 northwest corner of parcel 26, Tax Map 119A; thence in a northeasterly direction, approximately 526 feet to a point, said point being the northeast corner of parcel 26; thence in a northerly direction, approximately 160 feet to a point, said point being the northern most corner of parcel 126; thence in an easterly direction, approximately 560 feet to a point, said point being the northeastern corner of parcel 126; thence in a northeasterly direction, approximately 180 feet to a point, said point being the northern corner of parcel 17.20; thence in a southeasterly direction, approximately 630 feet to a point, said point being the western corner of parcel 37; thence in a northeasterly direction, approximately 1,100 feet to a point, said point being the northern corner of parcel 27; thence in a southeasterly direction, approximately 197 feet to a point, said point being the eastern corner of parcel 27 in common with the northern right-of-way of Hidden Acres Road; thence in a northerly direction, following the northern right-of-way of Hidden Acres Road, approximately 400 feet to a point, thence in an easterly direction, crossing the right-of-way of Hidden Acres Road and following the northern right-of-way of Hidden Pines Drive, approximately 310 feet to a point, said point being the southern corner of parcel 1; thence in a northeasterly direction, approximately 740 feet to a point, said point being the eastern corner of parcel 5; thence in a northwesterly direction, approximately 270 feet to a point, said point being the western corner of parcel 121.20 in common with the parcel boundary of parcel 5; thence in a northeasterly direction, approximately 230 feet to a point, said point being the northern corner of parcel 121.20; thence in a southeasterly direction, approximately 480 feet to a point, said point being the eastern corner of parcel 121.20; thence in a southwesterly direction, approximately 730 feet to a point, said point being the northern corner of parcel 11; thence in a southeasterly direction, approximately 205 feet to a point, said point being the eastern corner of parcel 11; thence in a southwesterly direction, following the northern right-of-way of Valleydale Drive, approximately 1,360 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, following the eastern right-of-way of Hillview Road, approximately 680 feet to a point, said point being the western corner of parcel 20; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 230 feet to a point, said point being the northern corner of parcel 20; thence in a southeasterly direction, approximately 187 feet to a point, said point being the northern corner of parcel 18; thence in an easterly direction, approximately 133 feet to a point, said point being the eastern corner of parcel 18; thence in a northeasterly direction, approximately 178 feet to a point, said point being the southern corner of parcel 23; thence in a northwesterly direction, crossing the right-of-way of Hidden Acres Road, approximately 276 feet to a point, said point lying on the northern right-of-way of Hidden Acres Road; thence in a southwesterly direction, following the southern right-of-way of Hidden Acres Road, approximately 1,440 feet to a point, said point being the southern corner of parcel 19; thence in a northwesterly direction, approximately 200 feet to a point, said point being the northern corner of parcel 20; thence in a southwesterly direction, approximately 103 feet to a point, said point being the western corner of parcel 20; thence in a southeasterly direction, approximately 200 feet to a point, said point being the southern corner of parcel 20; thence in a southwesterly direction, following the northern right-of-way of Hidden Acres Road, approximately 955 feet to a point, said point being the southern corner of parcel 12; thence in a northwesterly direction, approximately 137 feet to a point, said point being the northern most corner of parcel 13; thence in a westerly direction, approximately 136 feet to a point, said point

being the western corner of parcel 13; thence in a southeasterly direction, approximately 202 feet to a point, said point being the southern corner of parcel 13; thence in a southwesterly direction, in an arc, following the northern right-of-way of Hidden Acres Road transitioning into the eastern right-of-way of Rock Springs Road, approximately 644 feet to a point, said point being the western corner of parcel 17; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 17; thence in a southeasterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 10; thence in a northeasterly direction, approximately 186 feet to a point, said point being the northern corner of parcel 11; thence in a northwesterly direction, following the western right-of-way of Foxport Road, approximately 208 feet to a point, said point being the northern corner of parcel 9; thence in a southwesterly direction, approximately 165 feet to a point, said point being the southern corner of parcel 8; thence in a northwesterly direction, approximately 30 feet to a point, said point being the northern corner of parcel 18; thence in a southwesterly direction, approximately 170 feet to a point, said point being the southern corner of parcel 19; thence in a northwesterly direction, following the eastern right-of-way of Rock Springs Road, approximately 736 feet to the point of BEGINNING, and being all of parcels 2, 3, 4, 5, 6, 7, 8, 10, 11, 11, 11, 12, 12, 13, 13, 14, 15, 15, 16, 16, 17, 17, 17.20, 18, 18, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23, 24, 24, 24, 24.10, 25, 25, 26, 26, 26.10, 27, 27, 27.20, 29, 30, 31, & 32, Tax Maps 119A, 119B, 119H, and 119G, as well as Foxport Road, approximately 990 feet in length, a portion of Hidden Acres Road, approximately 820 feet in length, and a portion of Hidden Pines Drive, approximately 530 feet in length as shown on the April 2008 Sullivan County Tax Maps.

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

CITY OF KINGSPORT
Liz Gilbert, City Clerk
P1T: 8/3/09

**Rock Springs 2009 Annexation Area
COST ANALYSIS (tax records as of 2 April 2009)**

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$193,225.00	
State Shared	X	\$61,050.00	550 res x 111 (estimated)
Sewer Tap Fees	\$430,950.00	X	221 homes total
Water Rev (loss)	X	-\$49,946.00	
Total	\$430,950.00	\$204,329.00	

Expenses	One Time	Reoccurring (annual)
Operating Budget		
Street Lighting	172,867.00	22,867.00
Traffic Controls	7,350.00	0.00
Streets & Sanitation	0.00	72,310.00
Subtotal	180,217.00	95,177.00
Capital Budget		
Water	889,875.00	0.00
Sewer	4,650,000.00	0.00
Roads	100,133.00	0.00
Subtotal	5,640,008.00	0.00
Grand Total	5,820,225.00	95,177.00

vacant land in the annexation area, once subdivided and built out=
 57 acres x 4 units per acre= 228 units @ 250K assessed value
 translates to property tax of \$1,437.5 x 228 units = **\$327,750/ yr (future potential)**

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 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS5 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 18th day of August, 2009, and notice thereof published in the Kingsport Times-News on the 3rd day of August, 2009; and

WHEREAS, the City of Kingsport has initiated the annexation of the territory herein described to the City of Kingsport; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

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

WHEREAS, a plan of services for this area was adopted by Resolution the 18th day of August, 2009 as required by Tenn. Code Ann., 6-51-102, et seq.

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northwest corner of parcel 26, Tax Map 119A; thence in a northeasterly direction, approximately 526 feet to a point, said point being the northeast corner of parcel 26; thence in a northerly direction, approximately 160 feet to a point, said point being the northern most corner of parcel 126; thence in an easterly direction, approximately 560 feet to a point, said point being the northeastern corner of parcel 126; thence in a northeasterly direction, approximately 180 feet to a point, said point being the northern corner of parcel 17.20; thence in a southeasterly direction, approximately 630 feet to a point, said point being the western corner of parcel 37; thence in a northeasterly direction, approximately 1,100 feet to a point, said point being the northern corner of parcel 27; thence in a southeasterly direction, approximately 197 feet to a point,

said point being the eastern corner of parcel 27 in common with the northern right-of-way of Hidden Acres Road; thence in a northerly direction, following the northern right-of-way of Hidden Acres Road, approximately 400 feet to a point, thence in an easterly direction, crossing the right-of-way of Hidden Acres Road and following the northern right-of-way of Hidden Pines Drive, approximately 310 feet to a point, said point being the southern corner of parcel 1; thence in a northeasterly direction, approximately 740 feet to a point, said point being the eastern corner of parcel 5; thence in a northwesterly direction, approximately 270 feet to a point, said point being the western corner of parcel 121.20 in common with the parcel boundary of parcel 5; thence in a northeasterly direction, approximately 230 feet to a point, said point being the northern corner of parcel 121.20; thence in a southeasterly direction, approximately 480 feet to a point, said point being the eastern corner of parcel 121.20; thence in a southwesterly direction, approximately 730 feet to a point, said point being the northern corner of parcel 11; thence in a southeasterly direction, approximately 205 feet to a point, said point being the eastern corner of parcel 11; thence in a southwesterly direction, following the northern right-of-way of Valleydale Drive, approximately 1,360 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, following the eastern right-of-way of Hillview Road, approximately 680 feet to a point, said point being the western corner of parcel 20; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 230 feet to a point, said point being the northern corner of parcel 20; thence in a southeasterly direction, approximately 187 feet to a point, said point being the northern corner of parcel 18; thence in an easterly direction, approximately 133 feet to a point, said point being the eastern corner of parcel 18; thence in a northeasterly direction, approximately 178 feet to a point, said point being the southern corner of parcel 23; thence in a northwesterly direction, crossing the right-of-way of Hidden Acres Road, approximately 276 feet to a point, said point lying on the northern right-of-way of Hidden Acres Road; thence in a southwesterly direction, following the southern right-of-way of Hidden Acres Road, approximately 1,440 feet to a point, said point being the southern corner of parcel 19; thence in a northwesterly direction, approximately 200 feet to a point, said point being the northern corner of parcel 20; thence in a southwesterly direction, approximately 103 feet to a point, said point being the western corner of parcel 20; thence in a southeasterly direction, approximately 200 feet to a point, said point being the southern corner of parcel 20; thence in a southwesterly direction, following the northern right-of-way of Hidden Acres Road, approximately 955 feet to a point, said point being the southern corner of parcel 12; thence in a northwesterly direction, approximately 137 feet to a point, said point being the northern most corner of parcel 13; thence in a westerly direction, approximately 136 feet to a point, said point being the western corner of parcel 13; thence in a southeasterly direction, approximately 202 feet to a point, said point being the southern corner of parcel 13; thence in a southwesterly direction, in an arc, following

the northern right-of-way of Hidden Acres Road transitioning into the eastern right-of-way of Rock Springs Road, approximately 644 feet to a point, said point being the western corner of parcel 17; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 17; thence in a southeasterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 10; thence in a northeasterly direction, approximately 186 feet to a point, said point being the northern corner of parcel 11; thence in a northwesterly direction, following the western right-of-way of Foxport Road, approximately 208 feet to a point, said point being the northern corner of parcel 9; thence in a southwesterly direction, approximately 165 feet to a point, said point being the southern corner of parcel 8; thence in a northwesterly direction, approximately 30 feet to a point, said point being the northern corner of parcel 18; thence in a southwesterly direction, approximately 170 feet to a point, said point being the southern corner of parcel 19; thence in a northwesterly direction, following the eastern right-of-way of Rock Springs Road, approximately 736 feet to the point of BEGINNING, and being all of parcels 2, 3, 4, 5, 6, 7, 8, 10, 11, 11, 11, 12, 12, 13, 13, 14, 15, 15, 16, 16, 17, 17, 17.20, 18, 18, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23, 24, 24, 24, 24.10, 25, 25, 26, 26, 26.10, 27, 27, 27.20, 29, 30, 31, & 32, Tax Maps 119A, 119B, 119H, and 119G, as well as Foxport Road, approximately 990 feet in length, a portion of Hidden Acres Road, approximately 820 feet in length, and a portion of Hidden Pines Drive, approximately 530 feet in length as shown on the April 2008 Sullivan County Tax Maps.

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

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. GILBERT
Deputy City Recorder

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 ROCK SPRINGS ROAD, FOXPORT ROAD, HIDDEN ACRES ROAD, AND HIDDEN PINES DRIVE TO R-1B, RESIDENTIAL DISTRICT IN THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Rock Springs Road, Foxport Road, Hidden Acres Road, and Hidden Pines Drive to R-1B, Residential District in the 13th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 26, Tax Map 119A; thence in a northeasterly direction, approximately 526 feet to a point, said point being the northeast corner of parcel 26; thence in a northerly direction, approximately 160 feet to a point, said point being the northern most corner of parcel 126; thence in an easterly direction, approximately 560 feet to a point, said point being the northeastern corner of parcel 126; thence in a northeasterly direction, approximately 180 feet to a point, said point being the northern corner of parcel 17.20; thence in a southeasterly direction, approximately 630 feet to a point, said point being the western corner of parcel 37; thence in a northeasterly direction, approximately 1,100 feet to a point, said point being the northern corner of parcel 27; thence in a southeasterly direction, approximately 197 feet to a point, said point being the eastern corner of parcel 27 in common with the northern right-of-way of Hidden Acres Road; thence in a northerly direction, following the northern right-of-way of Hidden Acres Road, approximately 400 feet to a point, thence in an easterly direction, crossing the right-of-way of Hidden Acres Road and following the northern right-of-way of Hidden Pines Drive, approximately 310 feet to a point, said point being the southern corner of parcel 1; thence in a northeasterly direction, approximately 740 feet to a point, said point being the eastern corner of parcel 5; thence in a northwesterly direction, approximately 270 feet to a point, said point being the western corner of parcel 121.20 in common with the parcel boundary of parcel 5; thence in a northeasterly direction, approximately 230 feet to a point, said point being the northern corner of parcel 121.20; thence in a southeasterly direction, approximately 480 feet to a point, said point being the eastern corner of parcel 121.20; thence in a southwesterly direction, approximately 730 feet to a point, said point being the northern corner of parcel 11; thence in a southeasterly direction, approximately 205 feet to a point, said point being the eastern corner of parcel 11; thence in a southwesterly direction, following the northern right-of-way of

Valleydale Drive, approximately 1,360 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, following the eastern right-of-way of Hillview Road, approximately 680 feet to a point, said point being the western corner of parcel 20; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 230 feet to a point, said point being the northern corner of parcel 20; thence in a southeasterly direction, approximately 187 feet to a point, said point being the northern corner of parcel 18; thence in an easterly direction, approximately 133 feet to a point, said point being the eastern corner of parcel 18; thence in a northeasterly direction, approximately 178 feet to a point, said point being the southern corner of parcel 23; thence in a northwesterly direction, crossing the right-of-way of Hidden Acres Road, approximately 276 feet to a point, said point lying on the northern right-of-way of Hidden Acres Road; thence in a southwesterly direction, following the southern right-of-way of Hidden Acres Road, approximately 1,440 feet to a point, said point being the southern corner of parcel 19; thence in a northwesterly direction, approximately 200 feet to a point, said point being the northern corner of parcel 20; thence in a southwesterly direction, approximately 103 feet to a point, said point being the western corner of parcel 20; thence in a southeasterly direction, approximately 200 feet to a point, said point being the southern corner of parcel 20; thence in a southwesterly direction, following the northern right-of-way of Hidden Acres Road, approximately 955 feet to a point, said point being the southern corner of parcel 12; thence in a northwesterly direction, approximately 137 feet to a point, said point being the northern most corner of parcel 13; thence in a westerly direction, approximately 136 feet to a point, said point being the western corner of parcel 13; thence in a southeasterly direction, approximately 202 feet to a point, said point being the southern corner of parcel 13; thence in a southwesterly direction, in an arc, following the northern right-of-way of Hidden Acres Road transitioning into the eastern right-of-way of Rock Springs Road, approximately 644 feet to a point, said point being the western corner of parcel 17; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 17; thence in a southeasterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 10; thence in a northeasterly direction, approximately 186 feet to a point, said point being the northern corner of parcel 11; thence in a northwesterly direction, following the western right-of-way of Foxport Road, approximately 208 feet to a point, said point being the northern corner of parcel 9; thence in a southwesterly direction, approximately 165 feet to a point, said point being the southern corner of parcel 8; thence in a northwesterly direction, approximately 30 feet to a point, said point being the northern corner of parcel 18; thence in a southwesterly direction, approximately 170 feet to a point, said point being the southern corner of parcel 19; thence in a northwesterly direction, following the eastern right-of-way of Rock Springs Road, approximately 736

feet to the point of BEGINNING, and being all of parcels 2, 3, 4, 5, 6, 7, 8, 10, 11, 11, 11, 12, 12, 13, 13, 14, 15, 15, 16, 16, 17, 17, 17.20, 18, 18, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23, 24, 24, 24, 24.10, 25, 25, 26, 26, 26.10, 27, 27, 27.20, 29, 30, 31, & 32, Tax Maps 119A, 119B, 119H, and 119G, as well as Foxport Road, approximately 990 feet in length, a portion of Hidden Acres Road, approximately 820 feet in length, and a portion of Hidden Pines Drive, approximately 530 feet in length as shown on the April 2008 Sullivan County Tax Maps.

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

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

DENNIS R. PHILLIPS
Mayor

ATTEST:

ELIZABETH A. GILBERT
Deputy 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 RS5 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 RS5 annexation was submitted to the Kingsport Regional Planning Commission on July 16, 2009, 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 18, 2009; 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 August 3, 2009; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the RS5 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 26, Tax Map 119A; thence in a northeasterly direction, approximately 526 feet to a point, said point being the northeast corner of parcel 26; thence in a northerly direction, approximately 160 feet to a point, said point being the northern most corner of parcel 126; thence in an easterly direction, approximately 560 feet to a point, said point being the northeastern corner of parcel 126; thence in a northeasterly direction, approximately 180 feet to a point, said point being the northern corner of parcel 17.20; thence in a southeasterly direction, approximately 630 feet to a point, said point being the western corner of parcel 37; thence in a northeasterly direction, approximately 1,100 feet to a point, said point being the northern corner of parcel 27; thence in a southeasterly direction, approximately 197 feet to a point, said point being the eastern corner of parcel 27 in common with the northern right-of-way of Hidden Acres Road; thence in a northerly

direction, following the northern right-of-way of Hidden Acres Road, approximately 400 feet to a point, thence in an easterly direction, crossing the right-of-way of Hidden Acres Road and following the northern right-of-way of Hidden Pines Drive, approximately 310 feet to a point, said point being the southern corner of parcel 1; thence in a northeasterly direction, approximately 740 feet to a point, said point being the eastern corner of parcel 5; thence in a northwesterly direction, approximately 270 feet to a point, said point being the western corner of parcel 121.20 in common with the parcel boundary of parcel 5; thence in a northeasterly direction, approximately 230 feet to a point, said point being the northern corner of parcel 121.20; thence in a southeasterly direction, approximately 480 feet to a point, said point being the eastern corner of parcel 121.20; thence in a southwesterly direction, approximately 730 feet to a point, said point being the northern corner of parcel 11; thence in a southeasterly direction, approximately 205 feet to a point, said point being the eastern corner of parcel 11; thence in a southwesterly direction, following the northern right-of-way of Valleydale Drive, approximately 1,360 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, following the eastern right-of-way of Hillview Road, approximately 680 feet to a point, said point being the western corner of parcel 20; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 230 feet to a point, said point being the northern corner of parcel 20; thence in a southeasterly direction, approximately 187 feet to a point, said point being the northern corner of parcel 18; thence in an easterly direction, approximately 133 feet to a point, said point being the eastern corner of parcel 18; thence in a northeasterly direction, approximately 178 feet to a point, said point being the southern corner of parcel 23; thence in a northwesterly direction, crossing the right-of-way of Hidden Acres Road, approximately 276 feet to a point, said point lying on the northern right-of-way of Hidden Acres Road; thence in a southwesterly direction, following the southern right-of-way of Hidden Acres Road, approximately 1,440 feet to a point, said point being the southern corner of parcel 19; thence in a northwesterly direction, approximately 200 feet to a point, said point being the northern corner of parcel 20; thence in a southwesterly direction, approximately 103 feet to a point, said point being the western corner of parcel 20; thence in a southeasterly direction, approximately 200 feet to a point, said point being the southern corner of parcel 20; thence in a southwesterly direction, following the northern right-of-way of Hidden Acres Road, approximately 955 feet to a point, said point being the southern corner of parcel 12; thence in a northwesterly direction, approximately 137 feet to a point, said point being the northern most corner of parcel 13; thence in a westerly direction, approximately 136 feet to a point, said point being the western corner of parcel 13; thence in a southeasterly direction, approximately 202 feet to a point, said

point being the southern corner of parcel 13; thence in a southwesterly direction, in an arc, following the northern right-of-way of Hidden Acres Road transitioning into the eastern right-of-way of Rock Springs Road, approximately 644 feet to a point, said point being the western corner of parcel 17; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 17; thence in a southeasterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 10; thence in a northeasterly direction, approximately 186 feet to a point, said point being the northern corner of parcel 11; thence in a northwesterly direction, following the western right-of-way of Foxport Road, approximately 208 feet to a point, said point being the northern corner of parcel 9; thence in a southwesterly direction, approximately 165 feet to a point, said point being the southern corner of parcel 8; thence in a northwesterly direction, approximately 30 feet to a point, said point being the northern corner of parcel 18; thence in a southwesterly direction, approximately 170 feet to a point, said point being the southern corner of parcel 19; thence in a northwesterly direction, following the eastern right-of-way of Rock Springs Road, approximately 736 feet to the point of BEGINNING, and being all of parcels 2, 3, 4, 5, 6, 7, 8, 10, 11, 11, 12, 12, 13, 13, 14, 15, 15, 16, 16, 17, 17, 17.20, 18, 18, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23, 24, 24, 24, 24.10, 25, 25, 26, 26, 26.10, 27, 27, 27.20, 29, 30, 31, & 32, Tax Maps 119A, 119B, 119H, and 119G, as well as Foxport Road, approximately 990 feet in length, a portion of Hidden Acres Road, approximately 820 feet in length, and a portion of Hidden Pines Drive, approximately 530 feet in length as shown on the April 2008 Sullivan County Tax Maps.

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

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

SECTION I. That a Plan of Services for the RS5 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:

**RS5 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 103 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 312 mandatory and 100 optional 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 seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office 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 a 4.5-minute response time to all incidents 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 two in the State of Tennessee. We operate 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 15 seconds after we receive the call from our dispatch center.

- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

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

4. Electricity

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

5. Sanitary Sewer

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

6. Solid Waste Disposal

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

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of

annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.

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

8. Recreational Facilities

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

concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

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

10. Zoning Services

- A. The area will be zoned R-1B (Residential District).
- B. 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. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals to 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 1 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 biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

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 18th day of August 2009.

ATTEST:

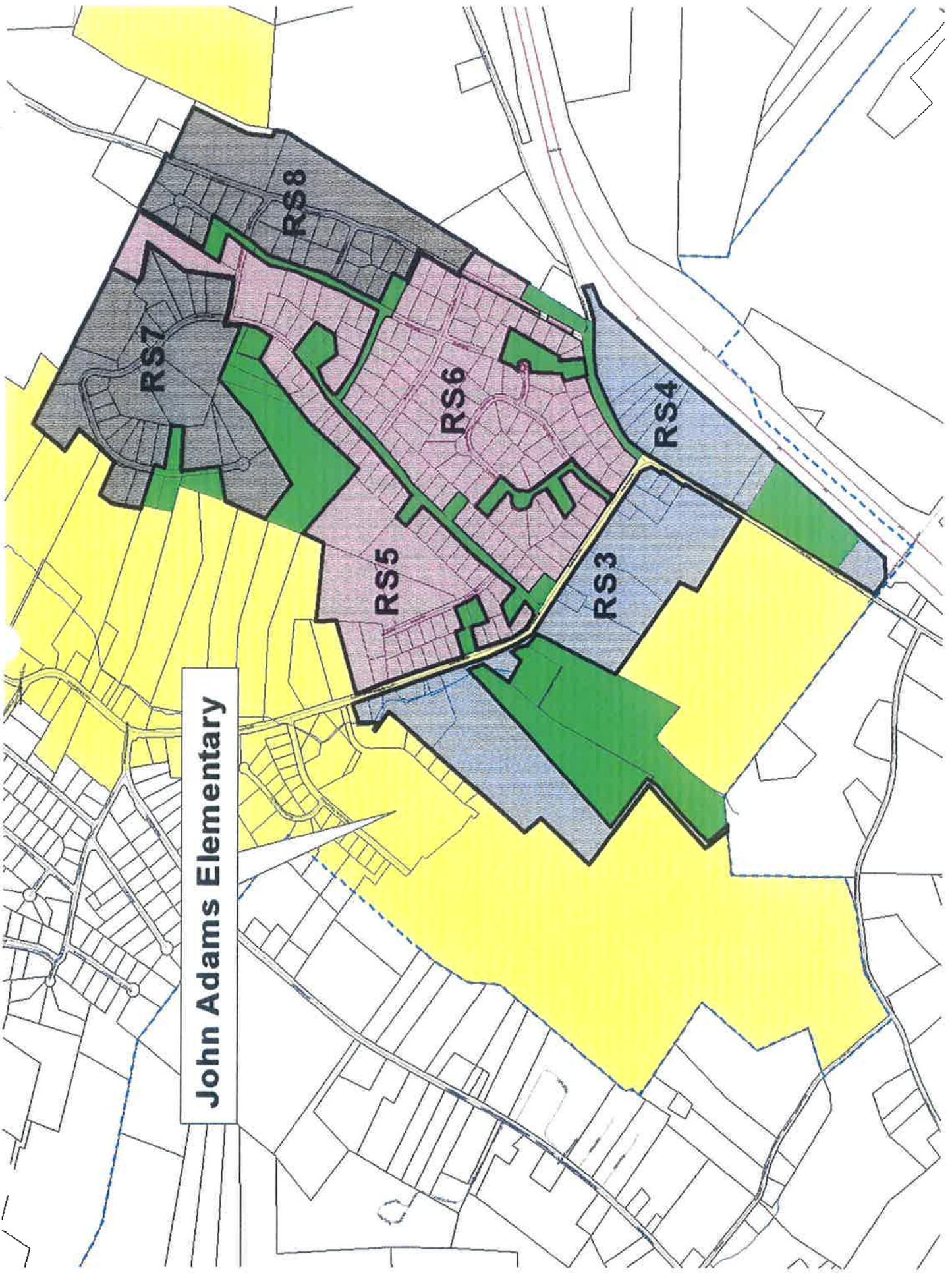
DENNIS R. PHILLIPS, Mayor

ELIZABETH A. GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

John Adams Elementary



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

Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the RS6 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: 267-2009
Work Session: August 17, 2009
First Reading: August 18, 2009

Final Adoption: September 1, 2009
Staff Work By: K. Weems
Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance for the RS6 annexation
- Approve ordinance amending the zoning ordinance for the RS6 annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is the "RS6" annexation of approximately 69 acres along Peppertree Drive, Peppertree Court, Raventree Drive, Valleydale Drive, and Sumpter Road with an approximate population of 250 residents (single family use). The current county zoning of the area is R-1 (Single Family Residential). The proposed city zoning for the area is R-1B (Single Family Residential). Both water and sanitary sewer require an upgrade for this annexation. During their July 2009 regular meeting, the Kingsport Regional Planning Commission voted unanimously (8-0) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received opposition from two residents of the affected area as of July 29, 2009 (both opposing property owners voiced opposition during the Planning Commission meeting). The Notice of Public Hearing was published on August 3, 2009.

Attachments:

1. Staff Report
2. Notice of Public Hearing
3. Cost Analysis
4. Annexation Ordinance
5. Zoning Ordinance
6. Resolution
7. Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**ANNEXATION REPORT
RS6 ANNEXATION, FILE: 09-301-000010**

TO: KINGSFORT REGIONAL PLANNING COMMISSION

FROM: Ken Weems, Planner

DATE: 30 June 2009

APPLICANT: City of Kingsport

REQUESTED ACTION: City initiated annexation and zoning to an R-1B, Single Family District, of approximately 69 acres.

LOCATION: The property is located on the east side of Rock Springs Road, consisting of portions of the Hidden Acres and Peppertree Subdivisions, best described as Tax Map 119, Parcels 1, 1, 1, 2, 2, 2, 2, 3, 3, 3, 3, 4, 4, 4, 4, 4.10, 5, 5, 5, 5, 6, 6, 6, 7, 7, 7, 7, 8, 8, 8, 8, 9, 9, 9, 9, 10, 10, 10, 11, 11, 11, 12, 12, 12, 12, 13, 13, 13, 13, 14, 14, 14, 15, 15, 15, 16, 16, 16, 17, 17, 17, 17, 18, 18, 18, 19, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23.10, 23.50, 23.60, 24, 24, 25, 25, 26, 26, 27, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 39, 40, 118, & 118.20

EXISTING LAND USE: Single Family Residential

PROPOSED USE: same

SURROUNDING ZONING DISTRICTS & LAND USES:

General: The annexation area is surrounded by County R-1 (Single Family), and City R-1B (Single Family) zoning, with like uses.

LAND USE PLAN (S): The 2010 Land Use Plan does not address the annexation area. The new Kingsport 2030 Land Use Plan (pending Planning Commission approval) describes this area as single family residential.

UTILITIES: Both City of Kingsport sanitary sewer and water service require an upgrade for this annexation.

TRANSPORTATION: Streets in the annexation area consist of Peppertree Drive, Peppertree Court, Raventree Drive, and portions of Valleydale Drive and Sumpter Road.

POPULATION:

The annexation area contains approximately 250 residents (101 parcels).

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

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

STAFF RECOMMENDATION:

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

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

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 18, 2009, to consider the annexation, zoning, and plan of services for the RS6 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 northwest corner of parcel 2, Tax Map 119I; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 800 feet to a point, said point being the western corner of parcel 10; thence in a southeasterly direction, approximately 198 feet to a point, said point being the southern corner of parcel 10; thence in a northeasterly direction, approximately 100 feet to a point, said point being the eastern corner of parcel 10; thence in a northwesterly direction, approximately 199 feet to a point, said point being the northern corner of parcel 10; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 1,140 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, following the southern right-of-way of Hillview Road, approximately 700 feet to a point, said point lying on the southeastern property boundary of parcel 7 in common with the western right-of-way of Valleydale Drive; thence in a southeasterly direction, crossing the right-of-way of Valleydale Drive, approximately 500 feet to a point, said point being the eastern corner of parcel 39; thence in a southwesterly direction, approximately 355 feet to a point, said point lying on the southeastern border of parcel 26 in common with the western right-of-way of Sumpter Road; thence in a southeasterly direction, crossing the right-of-way of Sumpter Road, approximately 50 feet to a point, said point being the northern corner of parcel 118.20; thence in a southeasterly direction, approximately 160 feet to a point, said point being the eastern corner of parcel 118.20; thence in a southwesterly direction, approximately 480 feet to a point, said point being the southern corner of parcel 118; thence in a northwesterly direction, approximately 125 feet to a point, said point being the western corner of parcel 118; thence in a southwesterly direction, following the southern right-of-way of Sumpter Road, approximately 565 feet to a point, said point lying on the northern right-of-way of Snapps Ferry Road; thence in a westerly direction, following the northern right-of-way of Snapps Ferry Road, approximately 180 feet to a point, said point being the southwest corner of parcel 5; thence in a northerly direction, approximately 209 feet to a point, said point being the northwest corner of parcel 5; thence in an easterly direction, approximately 30 feet to a point, said point being the northeast corner of parcel 5; thence in a northeasterly direction, approximately 410 feet to a point, said point being the eastern corner of parcel 23.40; thence in a northwesterly direction, approximately 252 feet to a point, said point being the northern corner of parcel 23.40; thence in a southwesterly direction, approximately 135 feet to a point, said point being the western corner of parcel 23.40; thence in an easterly direction, in an arc, following the right-of-way of Peppertree Court, approximately 192 feet to a point, said point being the northwest corner of parcel 23.20; thence in a southerly direction, approximately 256 feet to a point, said point being the southwest corner of parcel 23.20; thence in a westerly direction, approximately 60 feet to a point, said point being the northwest corner of parcel 6; thence in a southeasterly direction, approximately 200 feet to a point, said point being the southwest corner of parcel 6; thence in a southwesterly direction, in an arc, following the northern right-of-way of Snapps Ferry Road, approximately 730 feet to a point, said point being the southern corner of parcel 12 in common with the intersection of the northern right-of-way of Snapps Ferry Road and northern right-of-way of Rock Springs Road; thence in a northwesterly direction, following the eastern right-of-way of Rock Springs Road, approximately 279 feet to a point, said point being the intersection of the northern right-of-way of Rock Springs Road and southern right-of-way of Peppertree Drive; thence in a northeasterly direction, following the southern right-of-way of Peppertree Drive, approximately 435 feet to a

point, said point lying on the southern right-of-way of Peppertree Drive; thence in a northwesterly direction, crossing the right-of-way of Peppertree Drive, approximately 50 feet to a point, said point lying on the parcel boundary of parcel 27; thence in a northwesterly direction, following the eastern right-of-way of Peppertree Drive, approximately 615 feet to a point, said point lying on the eastern right-of-way of Peppertree Drive; thence in a northwesterly direction, crossing the right-of-way of Peppertree Drive, approximately 301 feet to a point, said point being the northern corner of parcel 11; thence in a southwesterly direction, approximately 120 feet to a point, said point being the western corner of parcel 11; thence in a southeasterly direction, approximately 251 feet to a point, said point being the southern corner of parcel 11; thence in a southwesterly direction, in an arc, following the western right-of-way of Peppertree Drive, approximately 456 feet to a point, said point being the eastern corner of parcel 15; thence in a southwesterly direction, approximately 265 feet to a point, said point being the western corner of parcel 16; thence in a southeasterly direction, approximately 124 feet to a point, said point being the southern corner of parcel 16; thence in a northeasterly direction, approximately 232 feet to a point, said point being the eastern corner of parcel 16; thence in a southerly direction, in an arc, following the western right-of-way of Peppertree Drive, approximately 490 feet to a point, said point being the intersection of the northern right-of-way of Rock Springs Road and northern right-of-way of Peppertree Drive; thence in a northwesterly direction, following the northern right-of-way of Rock Springs Road, approximately 705 feet to a point, said point being the western corner of parcel 19; thence in a northeasterly direction, approximately 100 feet to a point, said point being the southern corner of parcel 2; thence in a northwesterly direction, approximately 195 feet to the point of BEGINNING, and being all of parcels 1, 1, 1, 2, 2, 2, 2, 3, 3, 3, 3, 4, 4, 4, 4, 4.10, 5, 5, 5, 5, 6, 6, 6, 7, 7, 7, 7, 8, 8, 8, 8, 9, 9, 9, 9, 10, 10, 10, 11, 11, 11, 12, 12, 12, 12, 13, 13, 13, 13, 14, 14, 14, 14, 15, 15, 15, 16, 16, 16, 17, 17, 17, 17, 18, 18, 18, 19, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23.10, 23.50, 23.60, 24, 24, 25, 25, 26, 26, 27, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 39, 40, 118, & 118.20 as well as a portion of Peppertree Drive, approximately 1,540 feet in length, a portion of Sumpter Road, approximately 1,130 feet in length, a portion of Valleydale Drive, approximately 820 feet in length, and Peppertree Court, approximately 300 feet in length, and Raventree Drive, approximately 1,430 feet in length as shown on the April 2008 Sullivan County Tax Maps.

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

CITY OF KINGSPORT
Liz Gilbert, City Clerk
P1T: 8/3/09

**Rock Springs 2009 Annexation Area
COST ANALYSIS (tax records as of 2 April 2009)**

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$193,225.00	
State Shared	X	\$61,050.00	550 res x 111 (estimated)
Sewer Tap Fees	\$430,950.00	X	221 homes total
Water Rev (loss)	X	-\$49,946.00	
Total	\$430,950.00	\$204,329.00	

Expenses	One Time	Reoccurring (annual)
Operating Budget		
Street Lighting	172,867.00	22,867.00
Traffic Controls	7,350.00	0.00
Streets & Sanitation	0.00	72,310.00
Subtotal	180,217.00	95,177.00
Capital Budget		
Water	889,875.00	0.00
Sewer	4,650,000.00	0.00
Roads	100,133.00	0.00
Subtotal	5,640,008.00	0.00
Grand Total	5,820,225.00	95,177.00

vacant land in the annexation area, once subdivided and built out=
 57 acres x 4 units per acre= 228 units @ 250K assessed value
 translates to property tax of \$1,437.5 x 228 units = **\$327,750/ yr (future potential)**

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 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS6 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 18th day of August, 2009, and notice thereof published in the Kingsport Times-News on the 3rd day of August, 2009; and

WHEREAS, the City of Kingsport has initiated the annexation of the territory herein described to the City of Kingsport; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

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

WHEREAS, a plan of services for this area was adopted by Resolution the 18th day of August, 2009 as required by Tenn. Code Ann., 6-51-102, et seq.

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northwest corner of parcel 2, Tax Map 119I; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 800 feet to a point, said point being the western corner of parcel 10; thence in a southeasterly direction, approximately 198 feet to a point, said point being the southern corner of parcel 10; thence in a northeasterly direction, approximately 100 feet to a point, said point being the eastern corner of parcel 10; thence in a northwesterly direction, approximately 199 feet to a point, said point being the northern corner of parcel 10; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 1,140 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, following the southern right-of-way of Hillview Road, approximately 700 feet to a point, said point lying on the southeastern property boundary of parcel 7 in common with the western right-of-way of Valleydale Drive; thence in a southeasterly direction, crossing the right-of-way of Valleydale Drive, approximately 500 feet to a point, said point being the eastern corner of parcel 39; thence in a southwesterly direction,

approximately 355 feet to a point, said point lying on the southeastern border of parcel 26 in common with the western right-of-way of Sumpter Road; thence in a southeasterly direction, crossing the right-of-way of Sumpter Road, approximately 50 feet to a point, said point being the northern corner of parcel 118.20; thence in a southeasterly direction, approximately 160 feet to a point, said point being the eastern corner of parcel 118.20; thence in a southwesterly direction, approximately 480 feet to a point, said point being the southern corner of parcel 118; thence in a northwesterly direction, approximately 125 feet to a point, said point being the western corner of parcel 118; thence in a southwesterly direction, following the southern right-of-way of Sumpter Road, approximately 565 feet to a point, said point lying on the northern right-of-way of Snapps Ferry Road; thence in a westerly direction, following the northern right-of-way of Snapps Ferry Road, approximately 180 feet to a point, said point being the southwest corner of parcel 5; thence in a northerly direction, approximately 209 feet to a point, said point being the northwest corner of parcel 5; thence in an easterly direction, approximately 30 feet to a point, said point being the northeast corner of parcel 5; thence in a northeasterly direction, approximately 410 feet to a point, said point being the eastern corner of parcel 23.40; thence in a northwesterly direction, approximately 252 feet to a point, said point being the northern corner of parcel 23.40; thence in a southwesterly direction, approximately 135 feet to a point, said point being the western corner of parcel 23.40; thence in an easterly direction, in an arc, following the right-of-way of Peppertree Court, approximately 192 feet to a point, said point being the northwest corner of parcel 23.20; thence in a southerly direction, approximately 256 feet to a point, said point being the southwest corner of parcel 23.20; thence in a westerly direction, approximately 60 feet to a point, said point being the northwest corner of parcel 6; thence in a southeasterly direction, approximately 200 feet to a point, said point being the southwest corner of parcel 6; thence in a southwesterly direction, in an arc, following the northern right-of-way of Snapps Ferry Road, approximately 730 feet to a point, said point being the southern corner of parcel 12 in common with the intersection of the northern right-of-way of Snapps Ferry Road and northern right-of-way of Rock Springs Road; thence in a northwesterly direction, following the eastern right-of-way of Rock Springs Road, approximately 279 feet to a point, said point being the intersection of the northern right-of-way of Rock Springs Road and southern right-of-way of Peppertree Drive; thence in a northeasterly direction, following the southern right-of-way of Peppertree Drive, approximately 435 feet to a point, said point lying on the southern right-of-way of Peppertree Drive; thence in a northwesterly direction, crossing the right-of-way of Peppertree Drive, approximately 50 feet to a point, said point lying on the parcel boundary of parcel 27; thence in a northwesterly direction, following the eastern right-of-way of Peppertree Drive, approximately 615 feet to a point, said point lying on the eastern right-of-way of Peppertree Drive; thence in a northwesterly direction, crossing the right-of-way of Peppertree Drive, approximately 301 feet to a point, said point being the northern corner of parcel 11; thence in a southwesterly direction, approximately 120 feet to a point, said point being the western corner of parcel 11; thence in a southeasterly direction, approximately 251 feet to a point, said point being the southern corner of parcel 11; thence in a southwesterly direction, in an arc, following the western right-of-way of Peppertree Drive, approximately 456 feet to a point, said point being the eastern corner of parcel 15; thence in a southwesterly direction, approximately 265 feet to a point, said point being the western corner of parcel 16; thence in a southeasterly direction, approximately 124 feet to a point, said point being the southern corner of parcel 16; thence in a

northeasterly direction, approximately 232 feet to a point, said point being the eastern corner of parcel 16; thence in a southerly direction, in an arc, following the western right-of-way of Peppertree Drive, approximately 490 feet to a point, said point being the intersection of the northern right-of-way of Rock Springs Road and northern right-of-way of Peppertree Drive; thence in a northwesterly direction, following the northern right-of-way of Rock Springs Road, approximately 705 feet to a point, said point being the western corner of parcel 19; thence in a northeasterly direction, approximately 100 feet to a point, said point being the southern corner of parcel 2; thence in a northwesterly direction, approximately 195 feet to the point of BEGINNING, and being all of parcels 1, 1, 1, 2, 2, 2, 3, 3, 3, 3, 4, 4, 4, 4, 4.10, 5, 5, 5, 5, 6, 6, 6, 7, 7, 7, 7, 8, 8, 8, 8, 9, 9, 9, 9, 10, 10, 10, 11, 11, 11, 12, 12, 12, 12, 13, 13, 13, 13, 14, 14, 14, 14, 15, 15, 15, 16, 16, 16, 17, 17, 17, 17, 18, 18, 18, 19, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23.10, 23.50, 23.60, 24, 24, 25, 25, 26, 26, 27, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 39, 40, 118, & 118.20 as well as a portion of Peppertree Drive, approximately 1,540 feet in length, a portion of Sumpter Road, approximately 1,130 feet in length, a portion of Valleydale Drive, approximately 820 feet in length, and Peppertree Court, approximately 300 feet in length, and Raventree Drive, approximately 1,430 feet in length as shown on the April 2008 Sullivan County Tax Maps.

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

DENNIS R. PHILLIPS
Mayor

ATTEST:
APPROVED AS TO FORM:

ELIZABETH A. GILBERT
Deputy City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG PEPPERTREE DRIVE, PEPPERTREE COURT, RAVENTREE DRIVE, VALLEYDALE DRIVE, AND SUMPTER ROAD TO R-1B, RESIDENTIAL DISTRICT IN THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Peppertree Drive, Peppertree Court, Raventree Drive, Valleydale Drive, and Sumpter Road to R-1B, Residential District in the 13th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 2, Tax Map 1191; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 800 feet to a point, said point being the western corner of parcel 10; thence in a southeasterly direction, approximately 198 feet to a point, said point being the southern corner of parcel 10; thence in a northeasterly direction, approximately 100 feet to a point, said point being the eastern corner of parcel 10; thence in a northwesterly direction, approximately 199 feet to a point, said point being the northern corner of parcel 10; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 1,140 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, following the southern right-of-way of Hillview Road, approximately 700 feet to a point, said point lying on the southeastern property boundary of parcel 7 in common with the western right-of-way of Valleydale Drive; thence in a southeasterly direction, crossing the right-of-way of Valleydale Drive, approximately 500 feet to a point, said point being the eastern corner of parcel 39; thence in a southwesterly direction, approximately 355 feet to a point, said point lying on the southeastern border of parcel 26 in common with the western right-of-way of Sumpter Road; thence in a southeasterly direction, crossing the right-of-way of Sumpter Road, approximately 50 feet to a point, said point being the northern corner of parcel 118.20; thence in a southeasterly direction, approximately 160 feet to a point, said point being the eastern corner of parcel 118.20; thence in a southwesterly direction, approximately 480 feet to a point, said point being the southern corner of parcel 118; thence in a northwesterly direction, approximately 125 feet to a point, said point being the western corner of parcel 118; thence in a southwesterly direction, following the southern right-of-way of Sumpter Road, approximately 565 feet to a point, said point lying

on the northern right-of-way of Snapps Ferry Road; thence in a westerly direction, following the northern right-of-way of Snapps Ferry Road, approximately 180 feet to a point, said point being the southwest corner of parcel 5; thence in a northerly direction, approximately 209 feet to a point, said point being the northwest corner of parcel 5; thence in an easterly direction, approximately 30 feet to a point, said point being the northeast corner of parcel 5; thence in a northeasterly direction, approximately 410 feet to a point, said point being the eastern corner of parcel 23.40; thence in a northwesterly direction, approximately 252 feet to a point, said point being the northern corner of parcel 23.40; thence in a southwesterly direction, approximately 135 feet to a point, said point being the western corner of parcel 23.40; thence in an easterly direction, in an arc, following the right-of-way of Peppertree Court, approximately 192 feet to a point, said point being the northwest corner of parcel 23.20; thence in a southerly direction, approximately 256 feet to a point, said point being the southwest corner of parcel 23.20; thence in a westerly direction, approximately 60 feet to a point, said point being the northwest corner of parcel 6; thence in a southeasterly direction, approximately 200 feet to a point, said point being the southwest corner of parcel 6; thence in a southwesterly direction, in an arc, following the northern right-of-way of Snapps Ferry Road, approximately 730 feet to a point, said point being the southern corner of parcel 12 in common with the intersection of the northern right-of-way of Snapps Ferry Road and northern right-of-way of Rock Springs Road; thence in a northwesterly direction, following the eastern right-of-way of Rock Springs Road, approximately 279 feet to a point, said point being the intersection of the northern right-of-way of Rock Springs Road and southern right-of-way of Peppertree Drive; thence in a northeasterly direction, following the southern right-of-way of Peppertree Drive, approximately 435 feet to a point, said point lying on the southern right-of-way of Peppertree Drive; thence in a northwesterly direction, crossing the right-of-way of Peppertree Drive, approximately 50 feet to a point, said point lying on the parcel boundary of parcel 27; thence in a northwesterly direction, following the eastern right-of-way of Peppertree Drive, approximately 615 feet to a point, said point lying on the eastern right-of-way of Peppertree Drive; thence in a northwesterly direction, crossing the right-of-way of Peppertree Drive, approximately 301 feet to a point, said point being the northern corner of parcel 11; thence in a southwesterly direction, approximately 120 feet to a point, said point being the western corner of parcel 11; thence in a southeasterly direction, approximately 251 feet to a point, said point being the southern corner of parcel 11; thence in a southwesterly direction, in an arc, following the western right-of-way of Peppertree Drive, approximately 456 feet to a point, said point being the eastern corner of parcel 15; thence in a southwesterly direction, approximately 265 feet to a point, said point being the western corner of parcel 16; thence in a southeasterly direction, approximately 124 feet to a point, said point being the southern corner of parcel 16; thence in a northeasterly direction,

approximately 232 feet to a point, said point being the eastern corner of parcel 16; thence in a southerly direction, in an arc, following the western right-of-way of Peppertree Drive, approximately 490 feet to a point, said point being the intersection of the northern right-of-way of Rock Springs Road and northern right-of-way of Peppertree Drive; thence in a northwesterly direction, following the northern right-of-way of Rock Springs Road, approximately 705 feet to a point, said point being the western corner of parcel 19; thence in a northeasterly direction, approximately 100 feet to a point, said point being the southern corner of parcel 2; thence in a northwesterly direction, approximately 195 feet to the point of BEGINNING, and being all of parcels 1, 1, 1, 2, 2, 2, 2, 3, 3, 3, 3, 4, 4, 4, 4, 4.10, 5, 5, 5, 5, 6, 6, 6, 7, 7, 7, 7, 8, 8, 8, 8, 9, 9, 9, 9, 10, 10, 10, 11, 11, 11, 12, 12, 12, 12, 13, 13, 13, 13, 14, 14, 14, 14, 15, 15, 15, 16, 16, 16, 17, 17, 17, 18, 18, 18, 19, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23.10, 23.50, 23.60, 24, 24, 25, 25, 26, 26, 27, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 39, 40, 118, & 118.20 as well as a portion of Peppertree Drive, approximately 1,540 feet in length, a portion of Sumpter Road, approximately 1,130 feet in length, a portion of Valleydale Drive, approximately 820 feet in length, and Peppertree Court, approximately 300 feet in length, and Raventree Drive, approximately 1,430 feet in length as shown on the April 2008 Sullivan County Tax Maps.

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

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

DENNIS R. PHILLIPS
Mayor

ATTEST:

ELIZABETH A. GILBERT
Deputy 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 RS6 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 RS6 annexation was submitted to the Kingsport Regional Planning Commission on July 16, 2009, 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 18, 2009; 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 August 3, 2009; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the RS6 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 2, Tax Map 119I; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 800 feet to a point, said point being the western corner of parcel 10; thence in a southeasterly direction, approximately 198 feet to a point, said point being the southern corner of parcel 10; thence in a northeasterly direction, approximately 100 feet to a point, said point being the eastern corner of parcel 10; thence in a northwesterly direction, approximately 199 feet to a point, said point being the northern corner of parcel 10; thence in a northeasterly direction, following the southern right-of-way of Hidden Acres Road, approximately 1,140 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, following the southern right-of-way of Hillview Road, approximately 700 feet to a point, said point lying on the southeastern property boundary of parcel 7 in

common with the western right-of-way of Valleydale Drive; thence in a southeasterly direction, crossing the right-of-way of Valleydale Drive, approximately 500 feet to a point, said point being the eastern corner of parcel 39; thence in a southwesterly direction, approximately 355 feet to a point, said point lying on the southeastern border of parcel 26 in common with the western right-of-way of Sumpter Road; thence in a southeasterly direction, crossing the right-of-way of Sumpter Road, approximately 50 feet to a point, said point being the northern corner of parcel 118.20; thence in a southeasterly direction, approximately 160 feet to a point, said point being the eastern corner of parcel 118.20; thence in a southwesterly direction, approximately 480 feet to a point, said point being the southern corner of parcel 118; thence in a northwesterly direction, approximately 125 feet to a point, said point being the western corner of parcel 118; thence in a southwesterly direction, following the southern right-of-way of Sumpter Road, approximately 565 feet to a point, said point lying on the northern right-of-way of Snapps Ferry Road; thence in a westerly direction, following the northern right-of-way of Snapps Ferry Road, approximately 180 feet to a point, said point being the southwest corner of parcel 5; thence in a northerly direction, approximately 209 feet to a point, said point being the northwest corner of parcel 5; thence in an easterly direction, approximately 30 feet to a point, said point being the northeast corner of parcel 5; thence in a northeasterly direction, approximately 410 feet to a point, said point being the eastern corner of parcel 23.40; thence in a northwesterly direction, approximately 252 feet to a point, said point being the northern corner of parcel 23.40; thence in a southwesterly direction, approximately 135 feet to a point, said point being the western corner of parcel 23.40; thence in an easterly direction, in an arc, following the right-of-way of Peppertree Court, approximately 192 feet to a point, said point being the northwest corner of parcel 23.20; thence in a southerly direction, approximately 256 feet to a point, said point being the southwest corner of parcel 23.20; thence in a westerly direction, approximately 60 feet to a point, said point being the northwest corner of parcel 6; thence in a southeasterly direction, approximately 200 feet to a point, said point being the southwest corner of parcel 6; thence in a southwesterly direction, in an arc, following the northern right-of-way of Snapps Ferry Road, approximately 730 feet to a point, said point being the southern corner of parcel 12 in common with the intersection of the northern right-of-way of Snapps Ferry Road and northern right-of-way of Rock Springs Road; thence in a northwesterly direction, following the eastern right-of-way of Rock Springs Road, approximately 279 feet to a point, said point being the intersection of the northern right-of-way of Rock Springs Road and southern right-of-way of Peppertree Drive; thence in a northeasterly direction, following the southern right-of-way of Peppertree Drive, approximately 435 feet to a point, said point lying on the southern right-of-way of Peppertree Drive; thence in a northwesterly direction, crossing the

right-of-way of Peppertree Drive, approximately 50 feet to a point, said point lying on the parcel boundary of parcel 27; thence in a northwesterly direction, following the eastern right-of-way of Peppertree Drive, approximately 615 feet to a point, said point lying on the eastern right-of-way of Peppertree Drive; thence in a northwesterly direction, crossing the right-of-way of Peppertree Drive, approximately 301 feet to a point, said point being the northern corner of parcel 11; thence in a southwesterly direction, approximately 120 feet to a point, said point being the western corner of parcel 11; thence in a southeasterly direction, approximately 251 feet to a point, said point being the southern corner of parcel 11; thence in a southwesterly direction, in an arc, following the western right-of-way of Peppertree Drive, approximately 456 feet to a point, said point being the eastern corner of parcel 15; thence in a southwesterly direction, approximately 265 feet to a point, said point being the western corner of parcel 16; thence in a southeasterly direction, approximately 124 feet to a point, said point being the southern corner of parcel 16; thence in a northeasterly direction, approximately 232 feet to a point, said point being the eastern corner of parcel 16; thence in a southerly direction, in an arc, following the western right-of-way of Peppertree Drive, approximately 490 feet to a point, said point being the intersection of the northern right-of-way of Rock Springs Road and northern right-of-way of Peppertree Drive; thence in a northwesterly direction, following the northern right-of-way of Rock Springs Road, approximately 705 feet to a point, said point being the western corner of parcel 19; thence in a northeasterly direction, approximately 100 feet to a point, said point being the southern corner of parcel 2; thence in a northwesterly direction, approximately 195 feet to the point of BEGINNING, and being all of parcels 1, 1, 1, 2, 2, 2, 2, 3, 3, 3, 3, 4, 4, 4, 4, 4, 4.10, 5, 5, 5, 5, 6, 6, 6, 7, 7, 7, 7, 8, 8, 8, 8, 9, 9, 9, 9, 10, 10, 10, 11, 11, 11, 12, 12, 12, 12, 13, 13, 13, 13, 14, 14, 14, 14, 15, 15, 15, 16, 16, 16, 17, 17, 17, 18, 18, 18, 19, 19, 19, 20, 20, 21, 21, 22, 22, 23, 23, 23.10, 23.50, 23.60, 24, 24, 25, 25, 26, 26, 27, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 39, 40, 118, & 118.20 as well as a portion of Peppertree Drive, approximately 1,540 feet in length, a portion of Sumpter Road, approximately 1,130 feet in length, a portion of Valleydale Drive, approximately 820 feet in length, and Peppertree Court, approximately 300 feet in length, and Raventree Drive, approximately 1,430 feet in length as shown on the April 2008 Sullivan County Tax Maps.

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

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

SECTION I. That a Plan of Services for the RS6 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:

**RS6 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 103 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 312 mandatory and 100 optional 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 seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office 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 a 4.5-minute response time to all incidents 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 two in the State of Tennessee. We operate 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 15 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection

Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.

- E. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

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

5. Sanitary Sewer

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

6. Solid Waste Disposal

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

7. Public Road/Street Construction & Repair

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

8. Recreational Facilities

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

9. Street Lighting

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

10. Zoning Services

- A. The area will be zoned R-1B (Residential District).
- B. 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. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals the to 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

City of Kingsport, Tennessee, Resolution No. ,
Ref: AF:

- 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 1 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 biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

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 18th day of August 2009.

ATTEST:

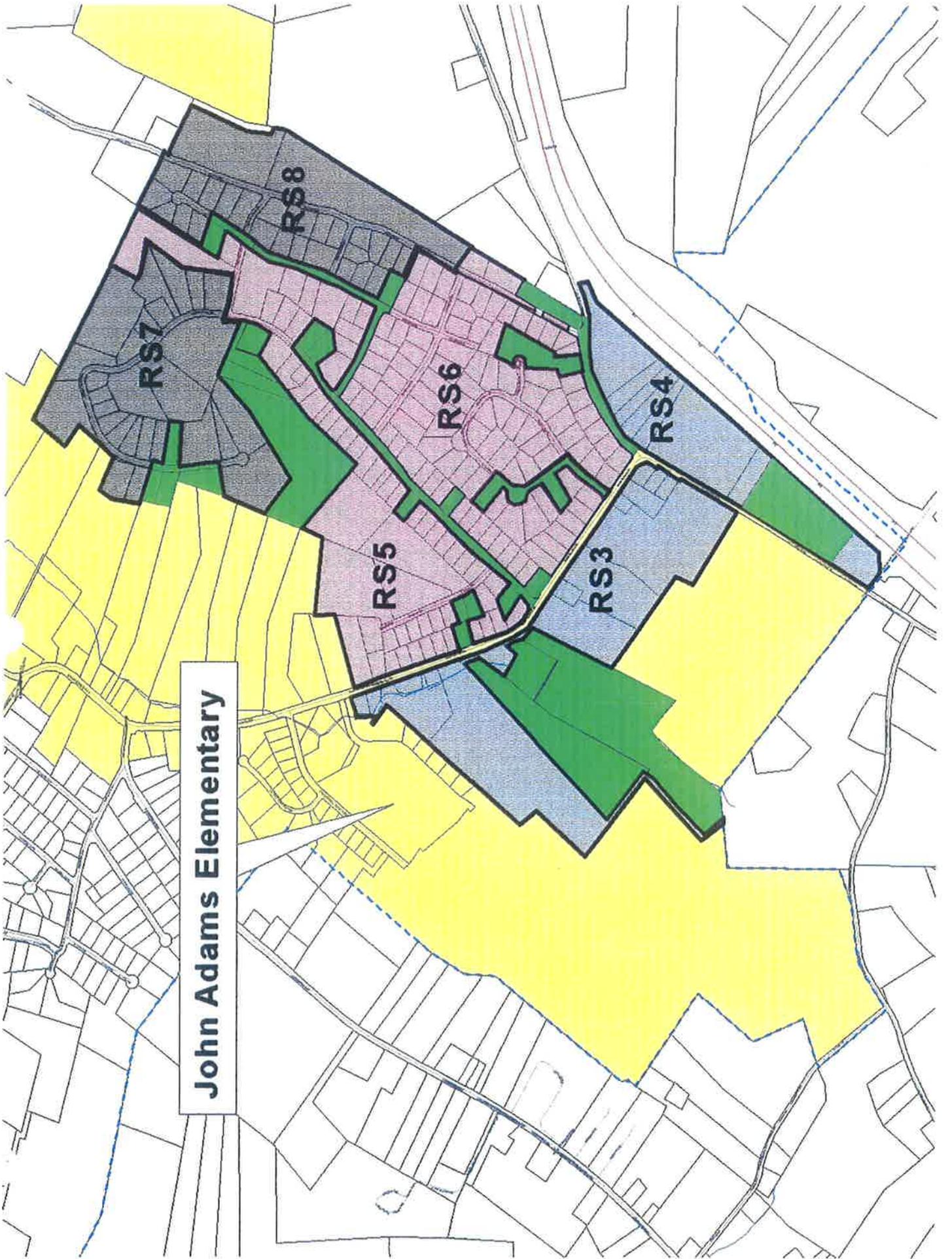
DENNIS R. PHILLIPS, Mayor

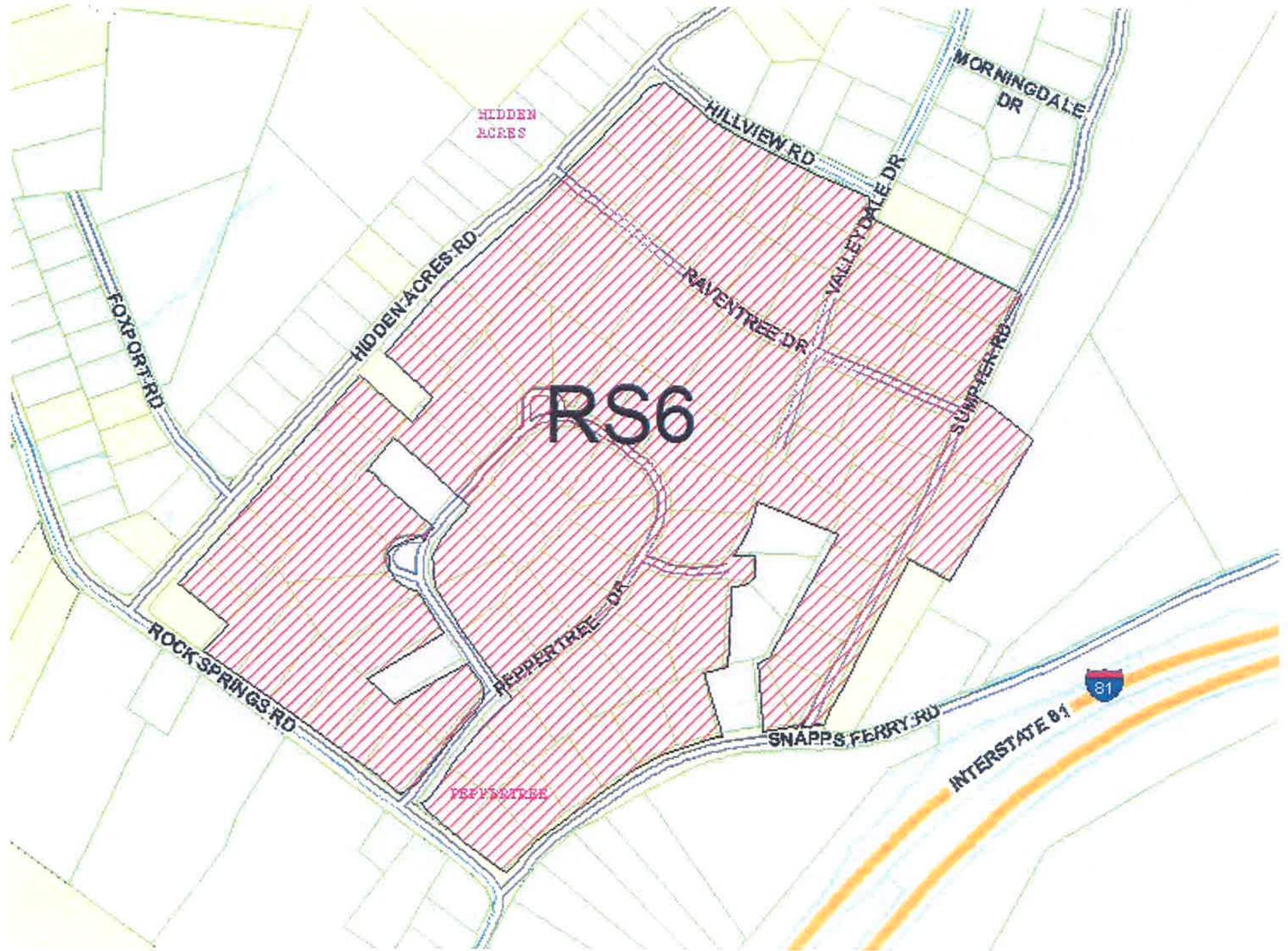
ELIZABETH A. GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

John Adams Elementary





HIDDEN
ACRES

RS6

PEPPERTREE

81

INTERSTATE 81

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

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-276-2009
 Work Session: August 17, 2009
 First Reading: August 18, 2009

Final Adoption: August 18, 2009
 Staff Work By: F. Koder
 Presentation By: F. Koder

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for August 2009.

- Rock Springs South #1 – Ordinance 5606 – Six-Month Update
- Rock Springs South #3N – Ordinance 5542 – Six-Month Update
- Rock Springs South #3S – Ordinance 5620 – Six-Month Update
- Rock Springs South #4 – Ordinance 5632 – Six-Month Update
- Rock Springs South #5N – Ordinance 5641 – Six-Month Update
- Rock Springs South #5S – Ordinance 5544 – Six-Month Update
- Kendrick Annexation – Ordinance 5636 – Annual Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published August 9, 2009.

Attachments:

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

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

Funding source appropriate and funds are available: _____

**JULY 2009 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 5362, 5739, 5750, 5765, 5782, 5784, 5795**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>
Rock Springs South #1 Rock Springs Road Ordinance No. 5606	02/13/2009	Sewer Service Street Lighting Water Service	Feb. 13, 2014 Feb. 13, 2014 Feb. 13, 2014
Rock Springs South #3N Rock Springs Road Ordinance No. 5542	02/13/2009	Sewer Service Street Lighting Water Service	Feb. 13, 2014 Feb. 13, 2014 Feb. 13, 2014
Rock Springs South #3S Rock Springs Road Ordinance No. 5620	02/13/2009	Sewer Service Street Lighting Water Service	Feb. 13, 2014 Feb. 13, 2014 Feb. 13, 2014
Rock Springs South #4 Rock Springs Road Ordinance No. 5632	02/13/2009	Sewer Service Street Lighting Water Service	Feb. 13, 2014 Feb. 13, 2014 Feb. 13, 2014
Rock Springs South #5N Rock Springs Road Ordinance No. 5641	02/13/2009	Sewer Service Street Lighting Water Service	Feb. 13, 2014 Feb. 13, 2014 Feb. 13, 2014
Rock Springs South #5S Rock Springs Road Ordinance No. 5544	02/13/2009	Sewer Service Street Lighting Water Service	Feb. 13, 2014 Feb. 13, 2014 Feb. 13, 2014
Kendrick Annexation Bell Ridge Road Ordinance No. 5636	02/14/2008	Sewer Service Water Service Street Lights	Feb. 14, 2013 Feb. 14, 2013 Feb. 14, 2013

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL & SEMI-ANNUAL PLAN OF SERVICE (POS) REPORT—August, on the following annexation areas at its August 18, 2009 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Rock Springs South #1, Ord. No. 5606

Effective Date: 02/13/09

POS, deadline: Sewer Service, Water Service & Street Lights by Feb. 13, 2014

Annexation Area: Rock Springs South #3N, Ord. No. 5542

Effective Date: 02/13/09

POS, deadline: Sewer Service, Water Service & Street Lights by Feb. 13, 2014

Annexation Area: Rock Springs South #3S, Ord. No. 5620

Effective Date: 02/13/09

POS, deadline: Sewer Service, Water Service & Street Lights by Feb. 13, 2014

Annexation Area: Rock Springs South #4, Ord. No. 5632

Effective Date: 02/13/09

POS, deadline: Sewer Service, Water Service & Street Lights by Feb. 13, 2014

Annexation Area: Rock Springs South #5N, Ord. No. 5641

Effective Date: 02/13/09

POS, deadline: Sewer Service, Water Service & Street Lights by Feb. 13, 2014

Annexation Area: Rock Springs South #5S, Ord. No. 5544

Effective Date: 02/13/09

POS, deadline: Sewer Service, Water Service & Street Lights by Feb. 13, 2014

Annexation Area: Kendrick Annexation, Ord. No. 5636

Effective Date: 02/14/2008

POS, deadline: Sewer Service, Water Service & Street Lights by Feb. 12, 2013

City of Kingsport
Liz Gilbert, Finance Dept.
P1T: 08/09/09

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR
KENDRICK ANNEXATION AREA 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, prior to the adoption of a plan of services, the City shall hold a public hearing;
and

WHEREAS, a public hearing was held on December 18, 2007; 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 December 3, 2007; 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 Kendrick Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwestern corner of parcel 2, Tax Map 29C, Group B; thence in an easterly direction, approximately 70 feet to a point, said point being the northeast corner of parcel 2, in common with the western right of way of Bell Ridge Drive; thence in a northeasterly direction, approximately 50 feet to a point, said point being in common with the easterly right of way of Bell Ridge Drive; thence in a southeasterly direction, following the eastern right of way of Bell Ridge Drive, approximately 212 feet to a point; thence in a southwesterly direction, approximately 116 feet to a point, said point being the southwestern corner of parcel 3, Tax Map 29C, Group B; thence in a northwesterly direction, approximately 262 feet to the point of BEGINNING, and being all of parcels 2-3, Tax Map 29C; and the portion of Bell Ridge Drive from the northeast corner of parcel 2 to the southeastern corner of parcel 3, Tax Map 29C, Group B, totaling approximately 212 feet in length; as shown on the April 2005 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 Kendrick 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:

**Kendrick 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. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.
- C. 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 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- D. The Kingsport Police Department is currently accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional 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.
- E. 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.
- F. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- G. 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.

2. **Fire Protection**

- A. On the effective 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 currently an Internationally Accredited Agency, one of only two in the State of Tennessee. It operates 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. It is staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating generally saving its residents the most possible on their homeowner insurance rates. The response time average is approximately 4 minutes 15 seconds after the call is received from the 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 currently result in a reduction of approximately 50% in water rates for annexed citizens already receiving city water. Those not currently receiving city water will have to obtain a water-tap in order to obtain city water. There are payment plans for both water and sewer taps offered by the city.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant with an average daily demand of 15 MGD leaving a surplus of approximately 13 MGD for increased demand. Additionally the Water Department

operates 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.

- D. The City of Kingsport Water Department currently meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- E. The 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, and American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. **Electricity**

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

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer is installed and extended to the property line of all residents in 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 in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant is undergoing 20 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 7 days a week, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed by 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, and 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 territory 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. The Sanitation Division supervisor is certified through SWANA as a Certified MSW Management Manager, and Certified Transfer Station Manager. 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. The City of Kingsport currently has an active snow removal program for the clearing of snow and ice from city streets and 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 and school bus routes 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 territory may use all existing library facilities.
- C. The Department of Leisure Services 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.
- D. The City of Kingsport Greenbelt is a linear park approximately eleven (11) miles long and connects residential neighborhoods, traditional parks, downtown, commercial districts, schools and activity centers. A special feature of this unique park is a pathway for pedestrian and bicycle uses as the pathway meanders through marshlands, glides across meadows, and passes by sites of historical and aesthetic significance. The Greenbelt security is furnished by Kingsport Police Department bike patrols and volunteer citizens. The Greenbelt's operation and development is guided by a citizen advisory committee and the Kingsport Parks and Recreation Department.

9. **Street Lighting**

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

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District. This district is compatible with the Counties R-1 Low Density Residential zoning 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 of 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 residing in the annexed area will be allowed to attend City of Kingsport schools or remain in county schools.
- 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 as long as they remain residents of the City of Kingsport without charge until graduation.
- C. Children at all grade levels who live in annexed territory 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.
- D. Kingsport City schools offer several educational programs for pre-kindergarten children ages three and four. In addition there are programs offered for pre-school children who are identified with special educational needs. Two City schools maintain Early Childhood Learning Centers; a before and after school program for infants, ages six months to school age. Several elementary schools offer enrichment programs after school hours and some of these include ballet, dance, photography, guitar, crafts, string instruments, technology and computer applications, gardening and cooking. Many of the schools offer wellness and physical activities with their after school programs at this level. Additionally each elementary school has offerings in Spanish and specialized reading programs for all grade levels.
- E. Kingsport middle schools John Sevier and Ross N. Robinson offer academic and enrichment programs that are similar and build upon the after school programs that started in elementary schools. In addition, after school extra curricular activities begin at the middle school level. Both Kingsport Middle Schools offer instruction in string orchestra, maintaining the only program of this nature in the region.
- F. The high school level offers an abundance of after school programs and currently include; credit recovery classes, on-line course work, tutoring and homework assistance, writing labs and computer lab accessibility, field trips and recreational and team games. Extra curricular activities currently include athletics, cheerleading, dance teams, band, orchestra and chorus.
- G. Currently the City of Kingsport allocates approximately \$8 million per year to the City school system and all Kingsport city schools have been newly renovated, meeting all mandated codes. There is a nurse in every city school to serve the needs of the students.

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 territory 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 1 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 biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

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. **Building and Code Enforcement**

The City of Kingsport has a fully staffed building and code enforcement department for the protection of the citizens of the city. The city currently adheres to the 2006 International Building Code which covers building, mechanical, plumbing, fire codes and inspections and ensures that all contractors and construction practices meet prescribed performance guidelines. Currently the City is under the 2005 NEC (National Electrical Code) for any electrical work conducted within the corporate limits.

The department is also responsible for the administration of the zoning code and its subsequent enforcement for the residents of the city. All enforcement issues dealing with the zoning code such as required parking, setbacks, permitted uses, signs, landscaping, building height and handicap accessibility are the responsibility of this department. Nuisance complaints and abatement concerning junk cars, high grass, weeds, litter etc. are the responsibility of the police department and the city's legal department, and the city has an active enforcement program for its citizens.

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

ADOPTED this the _____ day of _____ 2007.

DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ROCK SPRINGS SOUTH AREA #1 ANNEXATION AREA 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 annexation of the Rock Springs South Area #1 was submitted to the Kingsport Regional Planning Commission on June 15, 2006, 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 July 18, 2006; 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 2, 2006; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Rock Springs South Area #1 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southeast corner of parcel 5.00 and on the southern right-of-way of Westfield Drive; thence in a southwesterly direction approximately 233.51 feet to a point, said point being the southeast corner of parcel 5.00 and On the northern property line of parcel 4.00; thence in a southeasterly direction approximately 208.95 feet to a point, said point being the northeast corner of parcel 4.00; thence in a southerly direction approximately 1,567.78 feet to a point, said point being the corner common to parcel 90.00 and the southwest corner of parcel 94.30; thence in a northwesterly direction approximately 193.60 feet to a point; thence in a southwesterly direction approximately 197.34 feet to a point, said point being common to parcels 90.00 and 94.30; thence in a southwesterly direction approximately 17.39 feet to a point, said point being the southeast corner of parcel 86.50; thence in a northwesterly direction approximately 680 feet to a point; thence in a southeasterly direction approximately 110 feet to a point, said point being the southern most point of parcel 88.00; thence in a westerly direction approximately 130 feet to a point, said point being the southeast corner of parcel 88.00 and the northeast corner of parcel 87.00; thence in a southwesterly direction approximately 252 feet to a point; said point being along the southern property line of parcel 87.00; thence in a southeasterly direction approximately 270 feet to a point, said point being the southeast corner of parcel

86.00; thence in a southwesterly direction approximately 227 feet to a point, said point being the southeast corner of parcel 86.00; thence in a southeasterly direction approximately 440 feet to a point, said point being southeast corner of parcel 85.00; thence in a southwesterly direction approximately 735 feet to a point, said point being the southeast corner of parcel 83.10; thence in a northwesterly direction approximately 400 feet to a point; thence in a northeasterly direction approximately 55 feet to a point; thence in a northwesterly direction approximately 590 feet to a point, said point being the southwest corner of parcel 83.50; thence in a northeasterly direction approximately 100 feet to a point, said point being on the right-of-way of Rock Springs Road and the northern property line of parcel 83.50; thence in a northwesterly direction approximately 41 feet across the right-of-way of Rock Springs Road to a point, said point being the southwest corner of parcel 105.00; thence in a northwesterly direction approximately 450 feet to a point, said point being on the southern property line of parcel 25.00; thence in a southeasterly direction approximately 128 feet to a point, said point being the southeast corner of parcel 26.00 and on the northern property line of parcel 105; thence in a northeasterly direction approximately 1,129.33 feet to a point, said point being the northwestern corner of parcel 101.00; thence in a southeasterly direction approximately 279.38 feet to a point, said point being the southeast corner of parcel 101.00 and on the right-of-way of Rock Springs Road; thence in a southeasterly direction crossing the right-of-way of Rock Spring Road approximately 30 feet to a point, said point being on the southern right-of-way of the Rock Springs Road and the southwest corner of parcel 88.20; thence in a southeasterly direction following the southern right-of-way of Rock Springs Road approximately 1510 feet to a point, said point being on the southern right-of-way of Rock Springs Road and on the property line of Parcel 5.00, thence following a radius in a southeasterly direction approximately 60.46 feet to the point of BEGINNING, and being all of parcels 1-5 on Tax Map 105F, Group A and Tax Map 105, parcels 83.50, 84-88, 88.20, 90, 90.10, 90.20, 91, 92, 101, 101.01, 102, 102.10, 103, 104, 104.10, 105 as indicated on April 2005 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 Rock Springs South Area #1 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:

**Rock Springs South Area #1 Annexation
Rock Springs Road
Plan of Services**

1. **Police Protection**

Municipal police services will be provided on the effective date of annexation for the Rock Springs South Annexation Area #1.

2. **Fire Protection**

- A. Fire suppression and prevention services will be provided on the effective date of annexation. 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 increase fire flow capabilities to the property.
- B. On the effective date of annexation, the Tennessee Insurance Services Office will be requested to rate the annexed area as "Class 3" for insurance purposes. This should result in savings on fire insurance premiums. Residents and property owners should contact their insurance agent for more information.
- C. 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.

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in rates.
- B. Potable water service is currently available to the territory.
- C. Water line upgrades for adequate fire protection will be completed within five years after the effective date of annexation.

4. **Electricity**

Electricity will continue to be provided by the current electric utility.

5. **Sanitary Sewer**

City of Kingsport sanitary sewer will be extended to the property within five (5) years after the effective date of annexation.

6. **Solid Waste Disposal**

Sanitation garbage (routine household refuse) and trash (grass clippings, tree trimmings, bulky items) 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.

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

- A. Emergency and routine maintenance of streets will begin on the effective date of annexation.
- B. Cleaning of streets and snow clearing will begin on the effective date of annexation on the same basis as now provided within the present City limits.

- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.

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.

9. **Street Lighting**

Within 90 days of the effective date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

10. **Zoning Services**

The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning district.

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.

16. **Leaf Removal**

The City will collect loose leaves with the vacuum truck between October 1 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.

17. **Litter Control**

The City's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

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.

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 _____ day of _____ 2006.

DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ROCK SPRINGS SOUTH AREA #4 ANNEXATION AREA 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 annexation of the Rock Springs South Area #4 was submitted to the Kingsport Regional Planning Commission on October 19, 2006 and April 19, 2007 respectively, 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 December 4, 2007; 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 November 18, 2007; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Rock Springs South Area #4 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 114.60 and on the northern right-of-way of Rock Springs Road; thence in a southeasterly direction across Rock Springs Road approximately 40 feet to a point, said point being the northwestern corner of parcel 47.00; thence in a southeasterly direction approximately 1,495 feet to a point, said point being the northeast corner of parcel 47.00 and on the southern property line of parcel 48.00; thence in a southwesterly direction approximately 935 feet to a point; thence in a southeasterly direction approximately 295 feet to a point; thence in a southwesterly direction approximately 200 feet to a point, said point being on the northern property line of parcel 10.00; thence in a northwesterly direction approximately 437 feet to a point, said point being the northwestern corner of parcel 12.00; thence in a southwesterly direction approximately 322' to a point, said point being southeastern corner of parcel 47.00 and the northeastern corner of parcel 46.00; thence in a southeasterly direction approximately 264 feet to a point; thence in a southwesterly direction approximately 365 feet to a point; thence in a northwesterly direction approximately 260 feet to a point, said point being northwestern corner of parcel 12.12 of Tax Map 119B, Group C; thence in a southwesterly direction approximately 120 feet to a point; thence in a southwesterly direction approximately 243 feet to a point, said point being the southwestern corner of parcel 12.15 and on the northern property line of parcel 5.00; thence in a northwesterly direction approximately 1,175 feet to a point, said point being southeastern corner of

parcel 9.10; thence in a northeasterly direction approximately 125 feet to a point, said point being the northeastern corner of parcel 9.10; thence in a northwesterly direction approximately 157.26 feet to a point, said point being on the southern right-of-way of Rock Springs Road and the northwestern corner of parcel 9.10; thence in a northwesterly direction approximately 60 feet across the Rock Springs Road right-of-way to a point, said point being the southeastern corner of parcel 32.00 and on the northern right-of-way of Rock Springs Road; thence in a northwesterly direction approximately 309.12 feet to a point, said point being the southwestern corner of parcel 32.00; thence in a northeasterly direction approximately 190.10 feet to a point, said point being the northwestern corner of parcel 32.00 and on the southern right-of-way of Rock Springs Valley Road; thence in a northwesterly direction following the southern right-of-way of Rock Springs Valley Road approximately 1,104.70 feet to a point, said point being on the southern right-of-way of Rock Springs Valley Road and the southeastern corner of parcel 41.20; thence in a northwesterly direction approximately 220 feet to a point, said point being the northwestern corner of parcel 42.00; thence in a southwesterly direction approximately 615 feet to a point, said point being the corner common to parcels 41.20, 7.00, 9.00 and 30.00; thence in a northwesterly direction approximately 745 feet to a point, said point being the southeastern corner of parcel 16.00; thence in a northern direction approximately 464 feet to a point, thence in a northeasterly direction approximately 74 feet to a point, said point being on the southern property line of parcel 119.05; thence in a northeasterly direction approximately 55 feet; thence in a southeasterly direction approximately 130.00 feet to a point; thence in a northeasterly direction approximately 60 feet to a point, said point being the southeastern corner of parcel 119.05; thence in a northeasterly direction following the northern boundary of parcel 41.20 approximately 550 feet to a point; thence in an easterly direction approximately 687 feet to a point, said point being the northeastern corner of parcel 41.20 and on the western right-of-way of Rock Springs Valley Road; thence in an easterly direction approximately 50 feet across the right-of-way of Rock Springs Valley Road and on the western property line of parcel 2.00 of Tax Map 105P, Group C; thence in a southwesterly direction approximately 263 feet to a point, said point being the southwestern corner of parcel 1.00; thence in a northeasterly direction approximately 313.86 feet to a point; thence in a northeasterly direction approximately 235.47 to a point, thence in a southeasterly direction approximately 240 feet to a point, said point being on the property line of parcel 114.70 and parcel 41.20; thence in a northeasterly direction approximately 187.01 feet to a point; thence in a northeasterly direction approximately 144.07 feet to a point; thence in a northerly direction approximately 5.99 feet to a point, said point being the northeastern corner of parcel 7.00; then in a northeasterly direction approximately 166.46 feet to a point, said point being the northeast corner of parcel 8.00; thence in a northeasterly direction approximately 292.17 feet to a point, said point being the northeast corner of parcel 11.00; thence in a northeasterly direction approximately 600 feet to a point, said point being the northwest corner of parcel 114.70; thence in a southeasterly direction approximately 1,005 feet to a point, said point being the northeast corner of parcel 114.70 and on the western right-of-way of Rock Springs Road; thence in a southeasterly direction across the right-of-way of Rock Springs Road approximately 40 feet to the point of BEGINNING, and being all of parcels 41.20, 44.00-47.00, 114.60, 114.70, 114.90, 115.30 and 115.40 on Tax Map 105 and parcel 32.00 on Tax Map 105P, Group B and parcel 10.00 of tax Map 119A, Group B as indicated on the April 2005 Sullivan County tax maps.

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

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

SECTION I. That a Plan of Services for the Rock Springs South Area #4 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:

**Rock Springs South Area #4 Annexation
Rock Springs Road
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 103 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 312 mandatory and 100 optional 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 seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office 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 a 4.5-minute response time to all incidents 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 two in the State of Tennessee. We operate 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes 15 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- C. 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.
- D. 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.
- E. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.

- E. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increase demand
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. **Electricity**

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

5. **Sanitary Sewer**

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

6. **Solid Waste Disposal**

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty-(30) days following the effective date of annexation. The Sanitation Division supervisor

is certified through SWANA as a Certified MSW Management Manager, and Certified Transfer Station Manager. 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.
- F. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior

Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. **Street Lighting**

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

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning 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. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals the to 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 1 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 biweekly along major commercial routes and on an "as needed/on

call" basis in other areas.

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 _____ day of _____ 2006.

DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ROCK SPRINGS SOUTH AREA #3 (North Side) ANNEXATION
AREA 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, an amended plan of services for the proposed annexation of the Rock Springs South Area #3 (North Side) was submitted to the Kingsport Regional Planning Commission on April 19, 2007, 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 May 15, 2007; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on April 29, 2007; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Rock Springs South Area #3 (North Side) Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southeast corner of parcel 114.71 and on the northern right-of-way of Rock Springs Road; thence in a northwesterly direction approximately 987 feet to a point; thence in a southwesterly direction approximately 600 feet to a point; said point being the corner common with parcel 114.71 and northeast corner of parcel 11; thence in a northwesterly direction approximately 494.92 feet to a point; thence in a northeasterly direction approximately 1,970 feet to a point, said point being the northern most point of parcel 114.71 and along the southern right-of-way of Rock Springs Drive; thence in a southeasterly direction following the southern right-of-way of Rock Springs Drive approximately 30 feet to a point; thence in a southern direction approximately 1,125 feet to a point, said point being common with parcels 114.71, 121.00 and 121.30; thence in a southeasterly direction approximately 690.50 feet to point, said point being common with the southwest corner of parcel 9.00; thence in a northeasterly direction approximately 1,067.40 feet to a point, said point being the northwest corner of parcel 1.00; thence in a southeasterly direction approximately 187.83 to a point, said point being the northeast corner of parcel 1.00 and on the northern right-of-way of Rock Springs Road; thence in a southwesterly direction along the northern right-of-way of Rock Springs Road approximately 1,585 feet to the point of BEGINNING, and being all of parcel 114.71 on Tax Map 105 and parcels 1-4, 6-9 Tax Map 105J, Group A as indicated on April 2005 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 Rock Springs South Area #3 (North Side) 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:

**Rock Springs Road South Area 3 (North Side) 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 be made available to the new citizens of Kingsport.
- C. Upon annexation, each section will be patrolled by units of the Kingsport Police Department and will be augmented by other units such as investigators, specialized assigned details, and other units as needed.
- D. Upon request, the Department will provide residents with crime prevention programs, traffic safety education, drug education/awareness programs including D.A.R.E., information on forming neighborhood watch programs and home and business security checks.

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 well beyond the basic fire services required of a City Government, and the current Class 3 fire protection rating saves homeowners noticeably on property insurance premiums.
- B. 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.
- C. 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.

- D. The Fire Department currently provides a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all emergency calls dealing with hazardous chemicals and materials. The department also maintains a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards and emergencies.
- E. The City of Kingsport Fire Department also provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. This service provides a faster response time, offering advanced paramedic life support for victims until ambulance service arrives for transport.
- F. The City of Kingsport has budgeted funds necessary to provide a new fire station in the area to better serve the residents and businesses.

3. **Water**

- A. Upon annexation, water will be billed at inside City rates, which will currently result in a reduction of approximately 50% in water rates for annexed citizens already receiving City water. Those not currently using City water will be required to obtain a water-tap. There are payment plans available for both water and sewer taps offered by the City.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.

4. **Electricity**

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

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.

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. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee.

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. The City of Kingsport currently has an active snow removal program for the clearing of snow and ice from City streets and 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, emergency routes to hospitals and school bus routes 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.

8. **Recreational Facilities**

- A. Residents of the annexed area may use existing City library and 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 (50 years or older) will be eligible to use the Senior Citizens Center without non-residential fees and with transportation provided on the effective date of annexation.
- C. The Department of Leisure Services 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.
- D. The City of Kingsport Greenbelt is a linear park approximately eleven (11) miles long and connects residential neighborhoods, traditional parks, downtown, commercial districts, schools and activity centers. A special feature of this unique park is a pathway for

pedestrian and bicycle uses as the pathway meanders through marshlands, glides across meadows, and passes by sites of historical and aesthetic significance. The Greenbelt security is furnished by Kingsport Police Department bike patrols and volunteer citizens. The Greenbelt's operation and development is guided by a citizen advisory committee and the Kingsport Parks and Recreation Department.

9. **Street Lighting**

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

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning 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. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals to 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 residing in the annexed area will be allowed to attend City of Kingsport schools or remain in Sullivan County schools at the discretion of the parent or guardian.
- B. Children at all grade levels who live in annexed areas 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 be offered 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 within the City will be extended to the annexed area on the effective date of annexation. City ordinance requires that all domestic pets and livestock be confined to the owner's property.

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 generally beginning in the fall and running through early January. This service will be provided to the annexation area 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 enhancement 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 biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

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. **Building and Code Enforcement**

The City of Kingsport has a fully staffed building and code enforcement department for the protection of the citizens of the city. The City currently adheres to the 2006 International Building Code which covers building, mechanical, plumbing, fire codes and inspections and ensures that all contractors and construction practices meet performance guidelines. Currently the City is under the 2005 NEC (National Electrical Code) for any electrical work conducted within the corporate limits.

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

ADOPTED this the _____ day of _____ 2007.

DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR
THE ROCK SPRINGS SOUTH AREA #3 (South Side)
ANNEXATION AREA 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, an amended plan of services for the proposed annexation of the Rock Springs South Area #3 (South Side) was submitted to the Kingsport Regional Planning Commission on April 19, 2007, and September 20, 2007 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 November 6, 2007; 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 October 21, 2007; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Rock Springs South Area #3 (South Side) Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 52.00 and on the southern right-of-way of Rock Springs Road; thence in a southeasterly direction approximately 190 feet to a point, said point being on the southeast corner of parcel 52.00, of tax map 105; thence in a southwesterly direction approximately 70 feet to a point, said point being the northeast corner of parcel 51.00; thence in a southeasterly direction approximately 1,198 feet to a point, said point being the southeast corner of parcel 51.00; thence in a southwesterly direction approximately 1,301 feet to a point; thence in a northwesterly direction approximately 1,600 feet to a point; said point being the northwest corner of parcel 1.00 of Tax Map 105J, Group B and the southern right-of-way of Rock Springs Road; thence in a northeasterly direction following the southern right-of-way of Rock Springs Road approximately 1552 feet to the point of BEGINNING, and being all of parcels 48, 49, 50, 51 and 52, on Tax Map 105 and Tax Map 105J, group B, parcels 1, 2, 3, 4 and 5 as indicated on the April 2005 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 Rock Springs South Area #3 (South Side) 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:

**Rock Springs Road South Area #3 (South Side) 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. The Kingsport Police Department currently maintains a 4.5-minute
- C. response time to all incidents within the corporate limits.
- D. 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 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- E. The Kingsport Police Department is currently accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional 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.
- F. 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.
- G. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- H. 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.

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 currently an Internationally Accredited Agency, one of only two in the State of Tennessee. We operate 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes 15 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.
- G. The City of Kingsport is currently looking to purchase property in the vicinity in order to construct a new fire station to better serve the residents and businesses in the area.

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates, which will currently result in a reduction of approximately 50% 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. There are payment plans for both water and sewer taps offered by the City.

- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant with an average daily demand of 15 MGD leaving a surplus of approximately 13 MGD for increased demand. Additionally the Water Department operates 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department currently 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.
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. **Electricity**

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

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant will experience 20 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 7 days a week, 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. The Sanitation Division supervisor is certified through SWANA as a Certified MSW Management Manager, and Certified Transfer Station Manager. 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. The City of Kingsport currently has an active snow removal program for the clearing of snow and ice from City streets and 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 and school bus routes 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.
- 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 Leisure Services 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.
- E. The City of Kingsport Greenbelt is a linear park approximately eleven (11) miles long and connects residential neighborhoods, traditional parks, downtown, commercial districts, schools and activity centers. A special feature of this unique park is a pathway for pedestrian and bicycle uses as the pathway meanders through marshlands, glides across meadows, and passes by sites of historical and aesthetic significance. The Greenbelt security is furnished by Kingsport Police Department bike patrols and volunteer citizens. The Greenbelt's operation and development is guided by a citizen advisory committee and the Kingsport Parks and Recreation Department.
- F.

9. **Street Lighting**

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

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning 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. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals the to 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.
- E.

11. **Schools**

- A. Upon annexation, children residing in the annexed area will be allowed to attend City of Kingsport schools or remain in County schools.
- 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 as long as they remain residents of the City of Kingsport without charge until graduation.
- C. Children at all grade levels who live in annexed areas 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.
- D. Kingsport City schools offer several educational programs for pre-kindergarten children ages three and four. In addition there are programs offered for pre-school children who are identified with special educational needs. Two City schools maintain Early Childhood Learning Centers; a before and after school program for infants, ages six months to school age. Several elementary schools offer enrichment programs after school hours and some of these include ballet, dance, photography, guitar, crafts, string instruments, technology and computer applications, gardening and cooking. Many of the schools offer wellness and physical activities with their after school programs at this level. Additionally each elementary school has offerings in Spanish and specialized reading programs for all grade levels.
- E. Kingsport middle schools John Sevier and Ross N. Robinson offer academic and enrichment programs that are similar and build upon the after school programs that started in elementary schools. In addition, after school extra curricular activities begin at the middle school level. Both Kingsport Middle Schools offer instruction in string orchestra, maintaining the only program of this nature in the region.

The high school level offers an abundance of after school programs and currently include; credit recovery classes, on-line course work, tutoring and homework assistance, writing labs and computer lab accessibility, field trips and recreational and team games. Extra curricular activities currently include athletics, cheerleading, dance teams, band, orchestra and chorus.

- F. Currently the City of Kingsport allocates approximately \$8 million per year to the City school System and all Kingsport City schools have been newly renovated, meeting all mandated codes. There is a nurse in every City school to serve the needs of the students.

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 1 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 biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

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. **Building and Code Enforcement**

The City of Kingsport has a fully staffed building and code enforcement department for the protection of the citizens of the city. The City currently adheres to the 2006 International Building Code which covers building, mechanical, plumbing, fire codes and inspections and ensures that all contractors and construction practices meet prescribed performance guidelines. Currently the City is under the 2005 NEC (National Electrical Code) for any electrical work conducted within the corporate limits.

The department is also responsible for the administration of the zoning code and its subsequent enforcement for the residents of the city. All enforcement issues dealing with the zoning code such as required parking, setbacks, permitted uses, signs, landscaping, building height and handicap accessibility are the responsibility of this department. Nuisance complaints and abatement concerning junk cars, high grass, weeds, litter etc. are the responsibility of the police department and the City's legal department and the city has an active enforcement program for its citizens.

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

ADOPTED this the _____ day of _____ 2007.

DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ROCK SPRINGS SOUTH AREA #5 (North Side) ANNEXATION AREA 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, an amended plan of services for the proposed annexation of the Rock Springs South Area #5 (South Side) was submitted to the Kingsport Regional Planning Commission on April 19, 2007, 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 January 15, 2008; 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 December 30, 2007; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Rock Springs South Area #5 (North Side) Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 33.00 and on the northern right-of-way of Rock Springs Road; thence in a northwesterly direction approximately 309.12 feet to a point, said point being on the property line of parcel 31.00; thence in a southwesterly direction approximately 109.47 feet to a point, said point being the southwest corner of parcel 33.00 and the southeast corner of parcel 31.00; thence in a northwesterly direction approximately 250.00 feet to a point, said point being the northwestern corner of parcel 34.00; thence in a southwesterly direction approximately 237.66 feet to a point, thence in a southeasterly direction approximately 160.79 feet to a point, said point being the northwestern corner of parcel 1.00; thence in a southwesterly direction approximately 463.12 feet to a point, said point being the southwest corner of parcel 1.00 and on the northern right-of-way of Gustavis Court; thence in a southeasterly direction following the northern right-of-way of Gustavis Court to its intersection with the north right-of-way of West Valley Drive approximately 177.13 feet to a point on the southern property line of parcel 1.00; thence in a southeasterly direction crossing West Valley Drive approximately 63.92 feet to a point, said point being the northwest corner of parcel 10.00; thence in a southeasterly direction approximately 308.45 feet to a point, said point being the southwest corner of parcel 10.10; thence in a southwesterly direction approximately 119.38 feet to a point; said point being the northeast corner of parcel 8.00; thence in a southerly direction approximately 123.70 feet to a point, said point being the southwest corner of parcel 8.00; thence in a southwesterly direction approximately 930 feet to a point, said point being the northwest corner of parcel 8.20; thence in a southeasterly direction approximately 190.90 feet to a point, thence in a northeasterly direction approximately 500 feet to a point, thence in a northeasterly direction approximately 520 feet to a point, said point being the southeast corner of parcel 8.20 and on the western right-of-way of Rock Springs Road; thence in a northern direction following the western right-of-way of Rock Springs Road approximately 1,371.88 feet to the point of BEGINNING, and being all of parcels 33.00 and 34.00 of Tax Map 105P, Group B, parcels 1.00, 8.00, 8.20, of Tax Map 119, and parcels 10.00 and 10.10 of Tax Map 119A, Group A as indicated on the April 2005 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 Rock Springs South Area #5 (North Side) 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:

**Rock Springs Road South Area 5 (North Side) 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. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.
- C. 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 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- D. The Kingsport Police Department is currently accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional 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.
- E. 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.
- F. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- G. 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.

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 currently an Internationally Accredited Agency, one of only two in the State of Tennessee. We operate 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes 15 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- C. 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.
- D. 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.
- E. 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.
- F. The City of Kingsport is currently looking to purchase property in the vicinity in order to construct a new fire station to better serve the residents and businesses in the area.

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates, which will currently result in a reduction of approximately 50% 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. There are payment plans for both water and sewer taps offered by the City.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant with an average daily demand of 15 MGD leaving a surplus of approximately 13 MGD for increased demand. Additionally the Water Department operates 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department currently 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.
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil

Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. **Electricity**

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

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant will experience 20 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 7 days a week, 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. The Sanitation Division supervisor is certified through SWANA as a Certified MSW Management Manager, and Certified Transfer Station Manager. 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. The City of Kingsport currently has an active snow removal program for the clearing of snow and ice from City streets and 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 and school bus routes 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.
- 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 Leisure Services 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.
- E. The City of Kingsport Greenbelt is a linear park approximately eleven (11) miles long and connects residential neighborhoods, traditional parks, downtown, commercial districts, schools and activity centers. A special feature of this unique park is a pathway for pedestrian and bicycle uses as the pathway meanders through marshlands, glides across meadows, and passes by sites of historical and aesthetic significance. The Greenbelt security is furnished by Kingsport Police Department bike patrols and volunteer citizens. The Greenbelt's operation and development is guided by a citizen advisory committee and the Kingsport Parks and Recreation Department.

9. **Street Lighting**

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

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning 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. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals to 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 residing in the annexed area will be allowed to attend City of Kingsport schools or remain in County schools.
- 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 as long as they remain residents of the City of Kingsport without charge until graduation.
- C. Children at all grade levels who live in annexed areas 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.
- D. Kingsport City schools offer several educational programs for pre-kindergarten children ages three and four. In addition there are programs offered for pre-school children who are identified with special educational needs. Two City schools maintain Early Childhood Learning Centers; a before and after school program for infants, ages six months to school age. Several elementary schools offer enrichment programs after school hours and some of these include ballet, dance, photography, guitar, crafts, string instruments, technology and computer applications, gardening and cooking. Many of the schools offer wellness and physical activities with their after school programs at this level. Additionally each elementary school has offerings in Spanish and specialized reading programs for all grade levels.
- E. Kingsport middle schools John Sevier and Ross N. Robinson offer academic and enrichment programs that are similar and build upon the after school programs that started in elementary schools. In addition, after school extra curricular activities begin at the middle school

level.

Both Kingsport Middle Schools offer instruction in string orchestra, maintaining the only program of this nature in the region.

- F. The high school level offers an abundance of after school programs and currently include; credit recovery classes, on-line course work, tutoring and homework assistance, writing labs and computer lab accessibility, field trips and recreational and team games. Extra curricular activities currently include athletics, cheerleading, dance teams, band, orchestra and chorus.
- G. Currently the City of Kingsport allocates approximately \$8 million per year to the City school System and all Kingsport City schools have been newly renovated, meeting all mandated codes. There is a nurse in every City school to serve the needs of the students.

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 1 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 biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

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. **Building and Code Enforcement**

The City of Kingsport has a fully staffed building and code enforcement department for the protection of the citizens of the city. The City currently adheres to the 2006 International Building Code which covers building, mechanical, plumbing, fire codes and inspections and ensures that all contractors and construction practices meet prescribed performance guidelines. Currently the City is under the 2005 NEC (National Electrical Code) for any electrical work conducted within the corporate limits.

The department is also responsible for the administration of the zoning code and its subsequent enforcement for the residents of the city. All enforcement issues dealing with the zoning code such as required parking, setbacks, permitted uses, signs, landscaping, building height and handicap accessibility are the responsibility of this department. Nuisance complaints and abatement concerning junk cars, high grass, weeds, litter etc. are the responsibility of the police department and the City's legal department and the city has an active enforcement program for its citizens.

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

ADOPTED this the _____ day of _____ 2008.

DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ROCK SPRINGS SOUTH AREA #5 (South Side) ANNEXATION
AREA 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, an amended plan of services for the proposed annexation of the Rock Springs South Area #5 (South Side) was submitted to the Kingsport Regional Planning Commission on April 19, 2007, 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 May 15, 2007; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on April 29, 2007; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Rock Springs South Area #3 (North Side) Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 9.10 and on the southern right-of-way of Rock Springs Road; thence in a southeasterly direction approximately 157.26 feet to a point; thence in a southwesterly direction approximately 124.99 feet to a point, said point being the southeast corner of parcel 9.10 and on the northern property line of parcel 7.00; thence in a southwesterly direction approximately 1,205.51 feet to a point; thence in a southwesterly direction approximately 237.19 feet to a point; thence in a southeasterly direction approximately 199.44 feet to a point, said point being the northeast corner of parcel 4.00; thence in a southwesterly direction approximately 1,240 feet to a point, said point being the southeastern corner of parcel 126.10; thence in a northwesterly direction approximately 566' to a point, said point being on the eastern property line of parcel 27.00; thence in a southern direction approximately 167 feet to a point; thence in a southwesterly direction approximately 551 feet to a point, said point being the southwest corner of parcel 27.00 and on the eastern right-of-way of Rock Springs Road; thence following the eastern right-of-way of Rock Springs Road approximately 1,151 feet to a point, said point being on the eastern side of Rock Springs Road right-of-way and on the property line of parcel 126.30; thence following the eastern right-of-way of Rock Springs Road approximately 1,353.05 feet to the point of BEGINNING, and being all of parcels 1.00-7.00 and 9.10 of Tax Map 119A, Group B; parcels

126.10-126.40 of Tax Map 119; parcels 27.00 and 29.00 of Tax Map 119H, Group A as indicated on the April 2005 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 Rock Springs South Area #5 (South Side) 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:

**Rock Springs Road South Area 5 (South Side) 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 be made available to the new citizens of Kingsport.
- C. Upon annexation, each section will be patrolled by units of the Kingsport Police Department and will be augmented by other units such as investigators, specialized assigned details, and other units as needed.
- D. Upon request, the Department will provide residents with crime prevention programs, traffic safety education, drug education/awareness programs including D.A.R.E., information on forming neighborhood watch programs and home and business security checks.

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 well beyond the basic fire services required of a City Government, and the current Class 3 fire protection rating saves homeowners noticeably on property insurance premiums.
- B. 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.
- C. 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.

- D. The Fire Department currently provides a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all emergency calls dealing with hazardous chemicals and materials. The department also maintains a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards and emergencies.
- E. The City of Kingsport Fire Department also provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. This service provides a faster response time, offering advanced paramedic life support for victims until ambulance service arrives for transport.
- F. The City of Kingsport has budgeted funds necessary to provide a new fire station in the area to better serve the residents and businesses.

3. **Water**

- A. Upon annexation, water will be billed at inside City rates, which will currently result in a reduction of approximately 50% in water rates for annexed citizens already receiving City water. Those not currently using City water will be required to obtain a water-tap. There are payment plans available for both water and sewer taps offered by the City.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.

4. **Electricity**

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

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.

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. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee.

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. The City of Kingsport currently has an active snow removal program for the clearing of snow and ice from City streets and 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, emergency routes to hospitals and school bus routes 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.

8. **Recreational Facilities**

- A. Residents of the annexed area may use existing City library and 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 (50 years or older) will be eligible to use the Senior Citizens Center without non-residential fees and with transportation provided on the effective date of annexation.
- C. The Department of Leisure Services 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.
- D. The City of Kingsport Greenbelt is a linear park approximately eleven (11) miles long and

connects residential neighborhoods, traditional parks, downtown, commercial districts, schools and activity centers. A special feature of this unique park is a pathway for pedestrian and bicycle uses as the pathway meanders through marshlands, glides across meadows, and passes by sites of historical and aesthetic significance. The Greenbelt security is furnished by Kingsport Police Department bike patrols and volunteer citizens. The Greenbelt's operation and development is guided by a citizen advisory committee and the Kingsport Parks and Recreation Department.

9. **Street Lighting**

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

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning 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. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals to 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 residing in the annexed area will be allowed to attend City of Kingsport schools or remain in Sullivan County schools at the discretion of the parent or guardian.
- B. Children at all grade levels who live in annexed areas 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 be offered 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 within the City will be extended to the annexed area on the effective date of annexation. City ordinance requires that all domestic pets and livestock be confined to the owner's property.

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 generally beginning in the fall and running through early January. This service will be provided to the annexation area 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 enhancement 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 biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

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. **Building and Code Enforcement**

The City of Kingsport has a fully staffed building and code enforcement department for the protection of the citizens of the city. The City currently adheres to the 2006 International Building Code which covers building, mechanical, plumbing, fire codes and inspections and ensures that all contractors and construction practices meet performance guidelines. Currently the City is under the 2005 NEC (National Electrical Code) for any electrical work conducted within the corporate limits.

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

ADOPTED this the _____ day of _____ 2007.

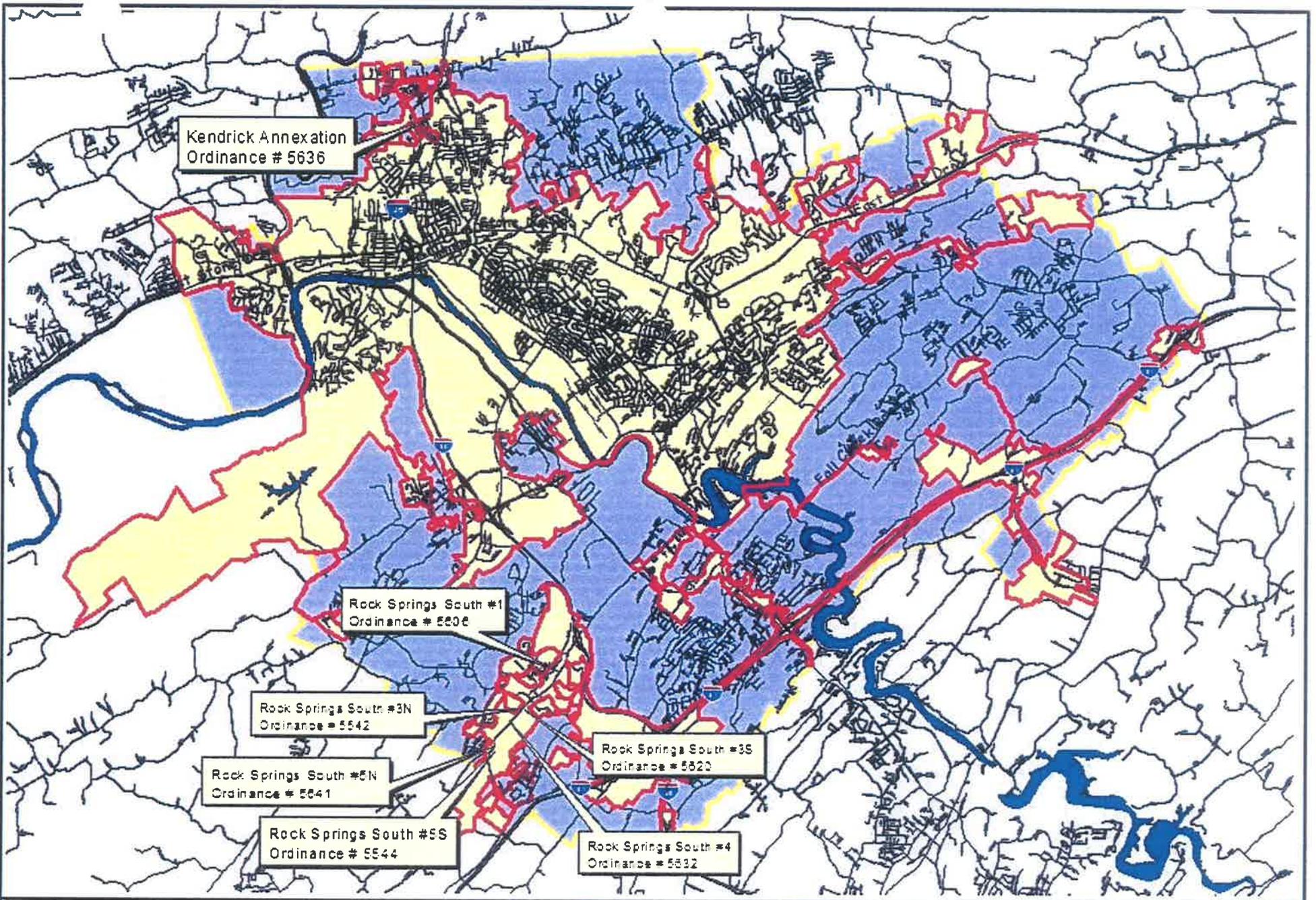
DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney



August 2009 Plan of Service Update



2009 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR AUGUST 2009

Pursuant to Tennessee Code Annotated 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

ANNEXATION PROJECT and LOCATION	ORD No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	FIRE and POLICE	CITY SCHOOLS	ELECTRICAL SERVICE	STREET MAINTENANCE	RECREATION FACILITIES	PLANNING & ZONING	STREET LIGHTING	SOLID WASTE
90-301-00011 Stapleton Drive	3250	Apr 20, 1990	Available	See Note 1	Available	Available	Available	Available	Available	Available	Available	Available
94-301-00002 Idle Hour Road/ Clint Street	3801	Feb 18, 1994	Available	See Note 1	Available	Available	Available	Available	Available	Available	Available	Available
02-301-00003 Bachman Property Sullivan Gardens Parkway	5100	May 15, 2003	Available	Available	Available	Available	Available	Available	Available	Available	See Note 3	Available
05-301-00003 Rock Springs Rd. Area # 1	5351 5362	Dec 31, 2008	Available	Dec. 31, 2010	Available	Available	Available	Available	Available	Available	Dec 1, 2010	Available
06-301-00001 Bridwell Annexation - Rock Springs	5395	Jun 2, 2006	Jun 2, 2011	Available	Available	Available	Available	Available	Available	Available	Jun 2, 2009	Available
06-301-00002 McKee Annexation - Memorial Blvd	5397	Jun 2, 2006	Jun 2, 2011	Available	Available	Available	Available	Available	Available	Available	Jun 2, 2009	Available
06-301-00004 Rock Springs South Area #2	5535	Apr 5, 2008	April 5, 2013	April 5, 2013	Available	Available	Available	Available	Available	Available	Available	Available
07-301-00002 Rock Springs South Area #1	5606	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
06-301-00005 Rock Springs South Area #3 North Side	5542	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
06-301-00007 Rock Springs South Area #5 South Side	5544	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
07-301-00003 Old Island Annexation	5589	Sep 20, 2007	Available	Available	Available	Available	Available	Available	Available	Available	July 1, 2009	Available
07-301-00020 Rock Springs South Area #3 South Side	5820	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
06-301-00006 Rock Springs South Area #4	5632	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
07-301-00012 Kendrick Annexation	5636	Feb 14, 2008	February 14, 2013	Available	Available	Available	Available	Available	Available	Available	February 14, 2013	Available
06-301-00022 Rock Springs South Area #5 North Side	5641	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
07-301-00018 Meadows Annexation	5643	March 6, 2013	March 6, 2013	Available	Available	Available	Available	Available	Available	Available	Available	Available
07-301-00014 Preston Park Lot 9 Annexation	5651	March 20, 2008	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available
07-301-00017 Taylor Annexation	5653	March 20, 2008	March 20, 2013	Available	Available	Available	Available	Available	Available	Available	Available	Available
08-301-00008 Pierson Annexation	5728	September 19, 2008	Agreement	Agreement	Available	Available	Available	Available	Available	Available	Available	Available
08-301-00014 Wiley Annexation	5730	September 19, 2008	September 19, 2013	September 19, 2013	Available	Available	Available	Available	Available	Available	Available	Available
08-301-00015 Rock Springs South Area # 6 Volunteer	5732	September 19, 2008	September 19, 2013	September 19, 2013	Available	Available	Available	Available	Available	Available	Available	Available
07-301-00007 Rock Springs South Area Volunteer #7&8	5691	July 4, 2008	July 4, 2013	July 4, 2013	Available	Available	Available	Available	Available	Available	Available	Available
08-301-00012 108 Warrior Falls Annexation	5743	October 16, 2008	October 16, 2013	Available	Available	Available	Available	Available	Available	Available	October 16, 2013	Available
07-301-00004 Rock Springs South Area #8 Remaining	5754	July 11, 2009	July 11, 2014	July 11, 2014	Available	Available	Available	Available	Available	Available	July 11, 2014	Available
07-301-00005 Rock Springs South Area #7 Remaining	5752	July 11, 2009	July 11, 2014	July 11, 2014	Available	Available	Available	Available	Available	Available	July 11, 2014	Available
08-301-00019 Williams Annexation	5750	Nov 7, 2008	Nov 7, 2013	Nov 7, 2013	Available	Available	Available	Available	Available	Available	Available	Available
08-301-00010 Osborn Annexation	5739	October 16, 2008	October 16, 2013	October 16, 2013	Available	Available	Available	Available	Available	Available	Available	Available
08-301-00023 Rock Springs South Area #8A	5763	July 11, 2009	July 11, 2014	July 11, 2014	Available	Available	Available	Available	Available	Available	July 11, 2014	Available
08-301-00024 Rock Springs South Area #8B	5765	November 21, 2008	November 21, 2013	November 21, 2013	Available	Available	Available	Available	Available	Available	November 21, 2013	Available
08-301-00025 Rock Springs South Area #8C	5767	July 11, 2009	July 11, 2014	July 11, 2014	Available	Available	Available	Available	Available	Available	July 11, 2014	Available
08-301-00021 Warrior Falls Annexation	5782	Dec 4, 2008	December 4, 2013	Available	Available	Available	Available	Available	Available	Available	December 4, 2013	Available
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	December 4, 2013	December 4, 2013	Available	Available	Available	Available	Available	Available	December 4, 2013	Available
08-301-00022 Cleek Road Annexation	5795	Jan 16, 2009	Jan 16, 2014	Available	Available	Available	Available	Available	Available	Available	Jan 16, 2014	Available

2009 ANNEXATION PLAN OF SERVICES UPDATE: ANNEXATIONS BY THE CITY OF KINGSPORT TENNESSEE

Pursuant to Tennessee Code Annotated 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services. Furthermore, pursuant to Tennessee Code Annotated 6-51-108, a Public Hearing will be held at the March 24, 2009, Board of Mayor and Alderman meeting at City Hall, to report on the progress of adopted Plans of Services.

ANNEXATION PROJECT and LOCATION	ORD No.	EFFECTIVE DATE	TRAFFIC CONTROL	INSPECTION SERVICES	ANIMAL CONTROL	STORM SEWERS	LEAF & LITTER SERVICES	GRAFFITI CONTROL	OTHER SERVICES
90-301-00011 Stapleton Drive	3250	Apr 20, 1990	Available	Available	Available	Available	Available	Available	Available
94-301-00002 Idle Hour Road/ Clint Street	3801	Feb 18, 1994	Available	Available	Available	Available	Available	Available	Available
02-301-00003 Bachman Property Sullivan Gardens Parkway	5100	May 15, 2003	Available	Available	Available	Available	Available	Available	Available
05-301-00003 Rock Springs Rd. Area # 1	5351 5382	Dec 31, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00001 Bridwell Annexation - Rock Springs	5395	Jun 2, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00002 Mckee Annexation - Memorial Blvd	5397	Jun 2, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00004 Rock Springs South Area #2	5535	Apr 5, 2008	Available	Available	Available	Available	Available	Available	Available
07-301-00002 Rock Springs South Area #1	5606	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
08-301-00005 Rock Springs South Area #3 North Side	5542	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
08-301-00007 Rock Springs South Area #5 South Side	5544	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
07-301-00003 Old Island Annexation	5589	Sep 20, 2007	Available	Available	Available	Available	Available	Available	Available
07-301-00020 Rock Springs South Area #3 South Side	5620	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
08-301-00008 Rock Springs South Area #4	5632	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
07-301-00012 Kendrick Annexation	5636	Feb 14, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00022 Rock Springs South Area #5 North Side	5641	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
07-301-00018 Meadows Annexation	5643	March 6, 2013	Available	Available	Available	Available	Available	Available	Available
07-301-00014 Preston Park Lot 9 Annexation	5651	March 20, 2008	Available	Available	Available	Available	Available	Available	Available
07-301-00017 Taylor Annexation	5653	March 20, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00008 Pierson Annexation	5726	September 19, 2013	Available	Available	Available	Available	Available	Available	Available
08-301-00014 Willey Annexation	5730	September 19, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00015 Rock Springs South Area # 6 Volunteer	5732	September 19, 2008	Available	Available	Available	Available	Available	Available	Available
07-301-00007 Rock Springs South Area Volunteer #7&8	5691	July 4, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00012 108 Annexation-Warrior Falls Sub	5743	Oct 16, 2008	Available	Available	Available	Available	Available	Available	Available
07-301-00004 Rock Springs South Area #6 Remaining	5754	July 11, 2009	Available	Available	Available	Available	Available	Available	Available
07-301-00005 Rock Springs South Area #7 Remaining	5752	July 11, 2009	Available	Available	Available	Available	Available	Available	Available
08-301-00019 Williams Annexation	5750	Nov 7, 2008	Nov 7, 2013	Nov. 7, 2013	Available	Available	Available	Available	Available
08-301-00010 Osborn Annexation	5739	October 16, 2008	October 16, 2013	October 16, 2013	Available	Available	Available	Available	Available
08-301-00023 Rock Springs South Area #8A	5763	July 11, 2009	Available	Available	Available	Available	Available	Available	Available
08-301-00024 Rock Springs South Area #8B	5765	November 21, 2008	November 21, 2013	November 21, 2013	Available	Available	Available	Available	Available
08-301-00025 Rock Springs South Area #8C	5767	July 11, 2009	Available	Available	Available	Available	Available	Available	Available
08-301-00021 Warrior Falls Annexation	5782	Dec 4, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	Available	Available	Available	Available	Available	Available	Available
06-301-00022 Cleek Road Annexation	5765	Jan 16, 2009	Available	Available	Available	Available	Available	Available	Available

NOTES:

- 1 Service to this area will be extended as future development warrants or as health issues require
- 2 The previous page sections are listed in the order prescribed by Tennessee Law. This page represents services provided by the City in addition to the minimum requirements
- 3 When requested or development warrants.



AGENDA ACTION FORM

Consideration of an Ordinance Amending the Current City Code to Increase the Reserve Police Officer Force Capacity from 20 to 25 Officers.

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

Action Form No.: AF- 278- 2009 Final Adoption: September 1, 2009
 Work Session: Aug. 17, 2009 Staff Work By: D/C Phipps
 First Reading: Aug. 18, 2009 Presentation By: Chief Osborne

Recommendation:

Approve the ordinance.

Executive Summary:

Current ordinance section 54-61 allows the Kingsport Reserve Police Force to be composed of "not more than 20 voluntary members". Recent increased citizen interest in the program has spawned an overwhelming number of applicants who have applied to be a part. The current Reserve Force has volunteered numerous man-hours since the revitalization of the program in 2008 and currently enlists eleven (11) active Reserve Officers. This amendment would authorize an increase of the Reserve Police Force from 20 positions to 25.

Attachments:

1. Ordinance
2. City Code Section 54-61 with proposed changes.

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 54-61, INCREASING THE RESERVE POLICE FORCE FROM NOT MORE THAN 20 VOLUNTEER MEMBERS TO NOT MORE THAN 25 VOLUNTARY MEMBERS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That the Code of Ordinances, City of Kingsport, Tennessee, Section 54-61 is hereby amended to read as follows:

Sec. 54-61. Composition; employee status.

There is created a reserve police force designated the "Kingsport Reserve Police Force" to be composed of not more than 25 voluntary members. Reserve police officers shall be considered as volunteers and special deputies as defined in T.C.A. § 38-8-101. Reserve police officers shall be under the control and supervision of the chief of police and shall serve at his pleasure. They shall not be included under civil service provisions of the personnel rules and regulations; they shall not participate in the Tennessee Consolidated Retirement System; nor shall they be entitled to hearings or grievance procedures upon termination or disciplinary actions. Reserve police officers may receive medical benefits similar to those in the Tennessee Workers' Compensation Act, T.C.A. § 50-6-101 et seq., for injuries incurred while on authorized duty.

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

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Chapter 54

LAW ENFORCEMENT*

* **Cross References:** Administration, ch. 2; civil emergencies, ch. 30; courts, ch. 34; emergency services, ch. 38; offenses and miscellaneous provisions, ch. 66; traffic and vehicles, ch. 102.

Article I. In General

Secs. 54-1–54-25. Reserved.

Article II. Police Department

Division 1. Generally

Sec. 54-26. Chief of police.
Sec. 54-27. Rules and regulations.
Sec. 54-28. Charges against police officers.
Sec. 54-29. Powers and duties generally.
Sec. 54-30. License inspection and report.
Sec. 54-31. Arrest powers.
Sec. 54-32. Authority to summon assistance.
Sec. 54-33. Resisting, obstructing police officer.
Sec. 54-34. Disposition of fees.
Secs. 54-35–54-60. Reserved.

Division 2. Reserve Police Force

Sec. 54-61. Composition; employee status.
Sec. 54-62. Method of appointment and qualifications of membership.
Sec. 54-63. Part-time assistance of regular police officers.
Sec. 54-64. Authority and duties.
Sec. 54-65. Uniforms, badges and insignia.
Sec. 54-66. Identification.
Sec. 54-67. False impersonation.
Sec. 54-68. Abuse of authority or indicia of office.
Sec. 54-69. Diminishing or increasing size of force.
Secs. 54-70–54-95. Reserved.

Division 3. Volunteer Parking Enforcement Officers

Sec. 54-96. Authorized.
Sec. 54-97. Volunteer status.
Sec. 54-98. Duties and authority.
Sec. 54-99. Waiver of claims.
Sec. 54-100. Abuse of authority or indicia of office.
Secs. 54-101–54-125. Reserved.

Division 4. School Crossing Guards

Sec. 54-126. Appointment; employment.
Sec. 54-127. Qualifications and uniforms.
Sec. 54-128. Duties.

ARTICLE I.

IN GENERAL

Secs. 54-1--54-25. Reserved.

ARTICLE II.

POLICE DEPARTMENT*

* **Charter References:** Police department, art. XVII.
Cross References: Officers and employees, § 2-91 et seq.

DIVISION 1.

GENERALLY

Sec. 54-26. Chief of police.

(a) There is established the position of chief of police.

(b) The chief of police shall maintain and preserve the peace, order and cleanliness of the city. He shall aid in the enforcement of special laws relating to the city and the ordinances thereof and shall enforce all orders of the board of mayor and aldermen relating to the business and duties of his department. The chief of police shall have general charge of the city jail and the prisoners therein.

(c) The chief of police is authorized and directed to:

(1) Prepare and promulgate such rules and regulations as are necessary and proper to control wrecker services utilized by the police department, provided that such rules and regulations are consistent with the general law of the state, as well as with any applicable provisions of city ordinances.

(2) Alter, amend or rescind rules and regulations promulgated under subsection (c)(1) of this section and promulgate such revisions as may from time to time be necessary or desirable.

(3) Publish and keep one copy, on file in the office of the city recorder, of all rules, regulations, policies and procedures or any revision thereof, none of which shall become effective until 30 days after publication.

(Code 1981, § 20-1)

Sec. 54-27. Rules and regulations.

The police department shall be subject to such rules and regulations as the chief of police may prescribe.
(Code 1981, § 20-2)

Sec. 54-28. Charges against police officers.

Charges against a member of the police department, other than those made by the city manager, shall be made to the city manager and verified under oath, except that charges made by any member of the board of

mayor and aldermen or the chief of police or city judge need not be in writing or verified. When charges are made, as provided in this section, it shall be the duty of the city manager to file such charges with the recorder, who shall summon such police officer, setting forth in the summons the nature of the charges made, to appear before the city manager and make defense thereto. Three days shall be allowed the accused to prepare his defense. The charges shall be tried and determined by the city manager. If the city manager shall find him guilty, he shall discharge or discipline such officer. The recorder shall issue subpoenas for and the chief of police or some member of the department shall summon such witnesses as may be asked for by either party, and the accused may be represented by counsel.

(Code 1981, § 20-4)

Sec. 54-29. Powers and duties generally.

It shall be the duty of the police to:

- (1) Prevent crime;
- (2) Detect and arrest offenders;
- (3) Suppress riots;
- (4) Protect the rights of persons and property;
- (5) Guard the public health;
- (6) See that nuisances are removed;
- (7) Restrain disorderly, bawdy and gambling houses;
- (8) Assist, advise and protect strangers and travelers of the streets or at railroad stations;
- (9) Enforce all laws and ordinances;
- (10) Execute all and every manner of process upon persons or property and serve any process issued out of the city court within the city or any and all process issued by any other court; and
- (11) Do all within their power to enforce the laws and whatever else may be required of them by the board of mayor and aldermen and the laws of the state.

(Code 1981, § 20-5)

Sec. 54-30. License inspection and report.

It shall be the duty of each member of the police department, when required by the city recorder, to make a license inspection of the city and report to him all businesses being conducted in the city which are subject to privilege tax.

(Code 1981, § 20-6)

Sec. 54-31. Arrest powers.

(a) A police officer may arrest any person upon warrant who is charged with a felony, a misdemeanor or a violation of a state statute or city ordinance.

(b) A police officer may arrest a person without a warrant for the following:

(1) Any felony, misdemeanor or violation of a city ordinance or state statute committed in his presence.

(2) Any felony not committed in his presence, if he has reasonable grounds to believe that a felony had been committed and that the person to be arrested has committed it.

(3) Other misdemeanors as permitted by state law.

(Code 1981, § 20-7)

Sec. 54-32. Authority to summon assistance.

The chief of police or any member of the police department may call to his assistance as many of the inhabitants of the city as may be necessary to aid him in making an arrest or preventing or quelling any riot, unlawful assembly or breach of the peace, and all persons so called shall be subject to the orders of such police officer while on the duty for which they are called. It shall be unlawful for any person to refuse or fail to obey orders of such police officer when so called by him.

(Code 1981, § 20-8)

Sec. 54-33. Resisting, obstructing police officer.

No person shall resist or obstruct a police officer, by force or threats, who is engaged in the discharge of his duty.

(Code 1981, § 20-9)

Sec. 54-34. Disposition of fees.

All fees for official services rendered by any police officer shall be turned into the city treasury.

(Code 1981, § 20-11)

Secs. 54-35--54-60. Reserved.

DIVISION 2.

RESERVE POLICE FORCE

Sec. 54-61. Composition; employee status.

There is created a reserve police force designated the "Kingsport Reserve Police Force" to be composed of not more than **25 voluntary members**. Reserve police officers shall be considered as volunteers and special

deputies as defined in T.C.A. § 38-8-101(c)(1). Reserve police officers shall be under the control and supervision of the chief of police and shall serve at his pleasure. They shall not be included under civil service provisions of the personnel rules and regulations; they shall not participate in the Tennessee Consolidated Retirement System; nor shall they be entitled to hearings or grievance procedures upon termination or disciplinary actions. Reserve police officers may receive medical benefits similar to those in the Tennessee Workers' Compensation Act, T.C.A. § 50-6-101 et seq., for injuries incurred while on authorized duty. (Code 1981, § 20-21; Ord. No. 4312, § II(20-21), 12-3-96)

Sec. 54-62. Method of appointment and qualifications of membership.

(a) No person shall assume duties or hold himself out to be a reserve police officer until after being duly appointed by the city manager and until after taking the oath of office provided for officers of the police department and until the city recorder has been provided with a proper bond as required by law for armed law enforcement officers.

(b) Each reserve police officer shall be required to pass the same physical, psychological and battery of general aptitude examinations as a regular line officer of the police department. Each reserve police officer shall be required from time to time to attend such in-service training programs as required and approved by the chief of police.

(Code 1981, § 20-22; Ord. No. 4312, § II(20-22), 12-3-96)

Sec. 54-63. Part-time assistance of regular police officers.

Reserve police officers shall be utilized on a part-time basis for the purpose of assisting regular police officers in civil defense activities or other emergencies, major fires, traffic accidents, traffic control in general, sporting events, parades and such other activities as the chief of police may require in order to support and extend the service capability of regular police officers on routine patrol.

(Code 1981, § 20-24; Ord. No. 4312, § II(20-23), 12-3-96)

Sec. 54-64. Authority and duties.

(a) *Generally.* The authority of reserve police officers shall be limited solely to those times when authorized to act in such capacity by the chief of police.

(b) *Firearms; arrests.* While serving on official duty as reserve police officers, each such officer shall be authorized to carry firearms in accordance with T.C.A. § 39-17-1315 and as prescribed by rules and regulations promulgated by the chief of police and to make arrests in the same manner as regular police officers.

(c) *Supervision by other personnel.* Reserve police officers shall be subject to the direct supervision and control of a full-time police officer accompanying him on patrol and shall be subject to the direction, control and supervision of all other police personnel in the chain of command of the police department.

(Code 1981, § 20-25; Ord. No. 4312, § II(20-24), 12-3-96)

Sec. 54-65. Uniforms, badges and insignia.

The chief of police shall prescribe by rules and regulations the uniforms, badges and insignia for reserve

police officers and the manner in which the uniforms, badges and insignia shall be worn. It shall be a civil offense for any person not a member in good standing of the reserve police force to wear or use the uniforms, badges or insignia so prescribed by the chief of police. Each occurrence shall constitute a separate offense. (Code 1981, § 20-26; Ord. No. 4312, § II(20-25), 12-3-96)

Sec. 54-66. Identification.

An identification card and such other insignia or evidence of identity as the chief of police may prescribe by rules and regulations shall be issued to each reserve officer, who must carry such identification at all times while on duty. Each reserve police officer shall surrender the identification card and other issued equipment and paraphernalia upon termination of membership in the reserve police force. (Code 1981, § 20-27; Ord. No. 4312, § II(20-26), 12-3-96)

Sec. 54-67. False impersonation.

It shall be a civil offense for any person to wear, carry or display a reserve police force identification card or otherwise represent himself to be a member of or connected with the reserve police force, unless he is in fact a member thereof in good standing. Each occurrence shall constitute a separate offense. (Code 1981, § 20-28; Ord. No. 4099, § VII, 8-1-95; Ord. No. 4312, § II(20-27), 12-3-96)

Sec. 54-68. Abuse of authority or indicia of office.

Any reserve police officer may be relieved of reserve officer status by the chief of police if such reserve officer:

- (1) Uses his position at any time when not so authorized;
- (2) Wears or displays a uniform, insignia or identification at any time when not assigned to duty or when traveling to or from such duty station;
- (3) Violates any rule, regulation or general order of the police department; or
- (4) Violates any section of this Code or any provision of state law.

(Ord. No. 4312, § II(20-28), 12-3-96)

Sec. 54-69. Diminishing or increasing size of force.

The chief of police may, by order and with the approval of the city manager, diminish or expand the membership of the auxiliary police force as circumstances require within the limits established in this division. (Code 1981, § 20-29; Ord. No. 4312, § II(20-29), 12-3-96)

Secs. 54-70--54-95. Reserved.

DIVISION 3.

VOLUNTEER PARKING ENFORCEMENT OFFICERS

c. 54-96. Authorized.

The chief of police is authorized to appoint qualified persons to serve as volunteer parking enforcement officers who shall serve at the pleasure of the chief of police and who shall be under his control and supervision. (Ord. No. 4312, § III(20-40), 12-3-96)

Sec. 54-97. Volunteer status.

Any person who is appointed as a volunteer parking enforcement officer shall serve on a voluntary basis, and such appointee shall receive no compensation therefor and shall not be deemed to be a city employee for purposes of workers' compensation insurance, retirement eligibility or any other employee benefit. (Ord. No. 4312, § III(20-41), 12-3-96)

Sec. 54-98. Duties and authority.

The authority of volunteer parking enforcement officers shall be limited solely to the issuance of citations to the city court for violation of division 1 of article IV of chapter 102 of this Code. Such authority shall be limited to periods of time specifically authorized by the chief of police. Volunteer parking enforcement officers shall not carry firearms while on duty nor shall they have the power of arrest. (Ord. No. 4312, § III(20-42), 12-3-96)

Sec. 54-99. Waiver of claims.

Prior to being appointed as a volunteer parking enforcement officer, the volunteer shall execute and shall have notarized a waiver of claims in a form approved by the city attorney. The waiver shall be retained by the city recorder. (Ord. No. 4312, § III(20-43), 12-3-96)

Sec. 54-100. Abuse of authority or indicia of office.

(a) Any volunteer parking enforcement officer may be relieved of such volunteer duties by the chief of police if such officer:

- (1) Uses his position at any time when not so authorized;
- (2) Wears or displays a uniform, insignia or identification at any time when not assigned to duty or when traveling to or from such duty station;
- (3) Violates any rule, regulation or general order of the police department; or
- (4) Violates any section of this Code or provision of state law.

(b) It shall be a civil offense for any person to violate this section. (Ord. No. 4312, § III(20-44), 12-3-96)

Secs. 54-101--54-125. Reserved.

DIVISION 4.

SCHOOL CROSSING GUARDS

Sec. 54-126. Appointment; employment.

The chief of police is authorized to appoint qualified persons to serve as school crossing guards. Such persons shall be part-time employees of the city and shall work under the direction of the chief of police.
(Ord. No. 4302, § I(20-40), 11-19-96)

Sec. 54-127. Qualifications and uniforms.

School crossing guards shall wear uniforms as designated by the chief of police. The chief of police shall establish minimum standards for employment and shall establish rules and regulations for the duties as assigned.
(Ord. No. 4302, § I(20-42), 11-19-96)

Sec. 54-128. Duties.

School crossing guards shall be limited to service at designated school crossings as established by the department of education, the chief of police and the transportation department. The authority of school crossing guards shall be limited to monitoring designated school crossings during days when schools are in session and during the hours when school children are going to or returning from public schools. Such hours shall be established by the chief of police and the department of education.
(Ord. No. 4302, § I(20-41), 11-19-96)



AGENDA ACTION FORM

Consideration of an Ordinance to Establish a Budget for State Revolving Loan/American Reinvestment and Recovery Act Projects

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

Action Form No.: AF- 282-2009
 Work Session: August 17, 2009
 First Reading: August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: Ensor/McReynolds
 Presentation By: Ryan McReynolds

Recommendation: Approve the ordinance.

Executive Summary:

On July 21, 2009 the board, by resolution, authorized the Mayor to execute documents to apply for \$2,200,000 of State Revolving Loan / American Reinvestment and Recovery Act (ARRA) funds. SRF/ARRA funds will be allocated to the following projects: UV disinfectant project, phase VI lift station improvements, and Mad Branch stream restoration. The SRF/ARRA loan was presented and approved by the SRF board on August 5, 2009. Projects will be funded with a \$1,320,000 loan, \$880,000 in principal forgiveness that will not have to be repaid and \$620,000 local share. The \$1,320,000 Clean Water SRF loan will have an interest rate of 2.88% with repayment over 20 years.

In order to establish a budget for the above mentioned projects, staff requests appropriation and transfer of the following funds: \$1,900,000 SRF/ARRA loan to project SW1004 Wastewater Plant UV Disinfection; \$200,000 SRF/ARRA loan to project SW1007 Madd Branch Stream Restoration; \$100,000 SRF/ARRA to project SW0701 Phase VI Lift Station Improvement and \$370,257 from SW0803 Hemlock Park Improvements to project number SW0701 Phase VI Lift Station Improvements to complete local share. Project SW0803 Hemlock Park Improvements is nearing completion. Unencumbered funds are not anticipated to be utilized.

Attachments:

1. Ordinance
2. SRF/ARRA Loan Approval

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SEWER FUND AND THE SEWER PROJECT FUND BUDGETS BY ESTABLISHING THE BUDGETS FOR THE STATE REVOLVING LOAN/AMERICAN REINVESTMENT AND RECOVERY ACT PROJECTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Fund and the Sewer Project Fund budgets be amended by establishing the Waste Water Plant UV Disinfection project budget (SW1004) in the amount of \$1,900,000, Madd Branch Stream Restoration project budget (SW1007) in the amount of \$200,000 and Phase VI Lift Station budget (SW0701) in the amount of \$100,000 for the State Revolving Loan/American Reinvestment and Recovery Act and by transferring \$370,257 from the Hemlock Park Improvements project (SW0803) to the Phase VI Lift Station project (SW0701) to complete the local share of the State Revolving Loan. The total amount of the State Revolving Loan is \$2,200,000 with \$880,000 in principal forgiveness and local share of \$620,000.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Sewer Project Fund 412:</u>			
<u>Revenue</u>			
412-0000-392-9906 Bonds Payable-SRF Ln CGA 2009-240	\$ 0	\$ 2,200,000	\$ 2,200,000
Totals:	0	2,200,000	2,200,000
<u>Expenditures</u>			
412-6999-698-7822 Bond Fnd Transf/SRF Ln CGA2009-240	0	2,200,000	2,200,000
Totals:	0	2,200,000	2,200,000
<u>Sewer Project Fund 452:</u>			
<u>Waste Water Treatment Plant UV Disinfection (SW1004)</u>			
<u>Revenue</u>			
452-0000-391-2943 Note Proceeds/SRF Loan CGA2009-240	\$ 0	\$ 1,900,000	\$ 1,900,000
Totals:	0	1,900,000	1,900,000
<u>Expenditures</u>			
452-0000-606-2022 Construction Contracts	0	1,839,854	1,839,854
452-0000-606-2023 Arch/Eng/Landscaping	0	60,146	60,146
Totals:	0	1,900,000	1,900,000
<u>Sewer Project Fund 452:</u>			
<u>Madd Branch Stream Restoration(SW1007)</u>			
<u>Revenue</u>			
452-0000-391-2943 Note Proceeds/SRF Loan CGA2009-240	\$ 0	\$ 200,000	\$ 200,000
Totals:	0	200,000	200,000
<u>Expenditures</u>			
452-0000-606-2023 Arch/Eng/Landscaping	0	200,000	200,000
Totals:	0	200,000	200,000

**Sewer Project Fund 452:
Lift Station Phase VI(SW0701)**

Revenue	\$	\$	\$
452-0000-391-0519 2005 Water & Sewer RT	500,000	0	500,000
452-0000-391-2943 Note Proceeds/SRF Loan CGA2009-240	0	100,000	100,000
452-0000-391-4200 From Sewer Fund	100,000	370,257	470,257
Totals:	600,000	470,257	1,070,257

Expenditures			
452-0000-606-2022 Construction Contracts	491,200	358,257	849,457
452-0000-606-2023 Arch/Eng/Landscaping	105,000	112,000	217,000
452-0000-606-9001 Land	3,800	0	3,800
Totals:	600,000	470,257	1,070,257

**Sewer Project Fund 452:
Hemlock Park Improvements (SW0803)**

Revenue	\$	\$	\$
452-0000-391-4200 From Sewer Fund	550,000	(370,257)	179,743
Totals:	550,000	(370,257)	179,743

Expenditures			
452-0000-606-2022 Construction Contracts	434,426	(386,132)	48,294
452-0000-606-2023 Arch/Eng/Landscaping	14,469	15,875	30,344
452-0000-606-3020 Operating Supplies & Tools	101,105	0	101,105
Totals:	550,000	(370,257)	179,743

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

ATTEST:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
State Revolving Fund Loan Program
Life & Casualty Tower, 8th Floor
401 Church Street
Nashville, TN 37243

August 7, 2009

The Honorable Dennis Phillips, Mayor
City of Kingsport
225 West Center Street
Kingsport, TN 37660

**RE: State Revolving Fund/American Recovery and Reinvestment Act Loan Approval
Kingsport (Hawkins/Sullivan Counties), Tennessee
CGA 2009-240, Madd Branch Streambank Restoration and Stormwater Structures, Wastewater
Treatment Plant Disinfection Upgrades, and Phase IV Wastewater System Improvements**

Dear Mayor Phillips:

On behalf of the State Revolving Fund (SRF) Loan Program, I am pleased to inform you that your request for \$2,200,000 to fund this project was presented to the Tennessee Local Development Authority (TLDA) Board on August 5, 2009, and was approved. A combination of American Recovery and Reinvestment Act of 2009 (ARRA) funds and a Clean Water SRF loan in the amount of \$2,200,000 has been requested for this project. This project will be funded with a \$1,320,000 loan and \$880,000 in principal forgiveness that will not have to be repaid by the City of Kingsport. The loan will have an interest rate of 2.88% with repayment over 20 years.

Please note that by February 17, 2010, either the construction for all contracts must have been initiated or, at a minimum, all contracts must have received written approval from the SRF Loan Program via an Authority-to-Award letter and have been executed by all appropriate parties. As stipulated in the loan agreement, failure to comply with this requirement will result in the immediate termination of the loan agreement, and all funds that have been disbursed under this loan agreement shall be repaid to the state within 90 days of the receipt of a Notice of Termination from the Tennessee Department of Environment and Conservation (TDEC) and TLDA. In the event of a bid overrun, additional funding may be obtained by local funds or an increase to the Clean Water loan. ARRA funds may not be used for bid overruns.

General Information

The SRF Loan Program must approve the plans and specifications prior to advertising the project for bid. A completed bid package including the tentative contract award should be transmitted to the SRF Loan Program within fourteen days after the bid opening. The SRF Loan Program will review the bid package and issue an Authority-to-Award letter authorizing the actual award of the contract. A signed certification must be submitted to the SRF Loan Program by February 17, 2010, and state that all of the contracts for the project have been properly executed or are under construction.

The Honorable Dennis R. Phillips, Mayor

CGA 2009-240

State Revolving Fund/American Recovery and Reinvestment Act Loan Approval

August 7, 2009

Page 2

The SRF Loan Program will monitor the progress of the project until the completion of construction. The SRF Loan Program's interest is to ensure that the overall objectives of the loan and ARRA funding are realized and completed on time, that the loan and associated contracts are administered in accordance with applicable State laws and regulations, and that needed assistance is provided to you. It is necessary that TDEC/SRF Loan Program be provided with access to the project site and to project records.

Loan Agreement Covenants of Section 7

The City's responsibilities relative to managing this loan's projects are outlined in the covenants of Section 7, Exhibit B-General Loan Conditions, and the Special Conditions of the loan agreement between the City of Kingsport, the SRF Loan Program, and TLDA. According to Section 7, the project must proceed expeditiously.

The following schedule has been established for all contracts associated with this loan:

1. Must submit Plans and Specifications on or before September 15, 2009
2. Must receive bids on or before November 1, 2009
3. Must submit complete Authority-To-Award (Bid) package on or before December 1, 2009
4. Start construction on or before February 17, 2010
5. Complete construction on or before February 17, 2011
6. Initiate operation on or before February 17, 2011
7. Complete start-up services on or before June 17, 2011

Disadvantaged Business Enterprises Participation

As outlined in the General Loan Conditions of your loan agreement, you must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE). The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment. The steps included in the Special Conditions represent the minimum effort that must be made toward achieving these goals.

Wage Rates (Davis-Bacon Act)

You must also adhere with the most current Wage Rate (Davis-Bacon Act) applicable to you. The bid advertisement for construction must state the wage rate requirements, and the wage rate needs to be current at the time of bid opening. The wage determination (including any additional classifications and wage rates conformed) and a Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the work site in a prominent and accessible place where it can be easily seen. Wage rate information can be obtained on the web at www.gpo.gov/davisbacon/referencemat.html and www.wdol.gov/.

It is the Loan Recipient's responsibility to monitor and ensure that the contractor maintains employee files with field wage rates and is following the Davis-Bacon Federal Wage Rate at all times and that construction workers are paid accordingly.

The Honorable Dennis R. Phillips, Mayor

CGA 2009-240

State Revolving Fund/American Recovery and Reinvestment Act Loan Approval

August 7, 2009

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Buy American

Section 1605 of ARRA requires that all of the **iron, steel, and manufactured goods** used in the construction, alteration, maintenance, or repair of a public building or public work be produced in the United States. None of the appropriated funds may be used on projects that do not comply with this unless **(a)** a waiver is provided to the loan recipient by EPA or **(b)** compliance would be inconsistent with United States obligations under international agreements. In order to receive a waiver, the loan recipient must forward a written request to the EPA Administrator. A decision to grant a waiver will be based on the following criteria:

1. The requirement is inconsistent with the public interest for purposes of the project, for which a waiver has been requested,
2. Iron, steel, and necessary manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, or
3. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the overall cost of the project by more than 25%.

If the EPA Administrator grants a waiver, EPA will publish such waiver, with a sufficient explanation, in the Federal Register. EPA will provide additional guidance on this provision as it becomes available.

Additional information about the Buy American Act can be found on the web at www.arnet.gov/far/current/html/FARTOCP25.html.

It is the Loan Recipient's responsibility to monitor and ensure that the contractors, suppliers, and manufacturers follow the Buy American guidelines.

If you have any questions regarding this information, please contact Dr. Bagher Sami at (615) 532-0501 or Bagher.Sami@tn.gov. Dr. Sami will contact you to schedule a Project Management Conference.

Sincerely,



Sam R. Gaddipati, Manager
State Revolving Fund Loan Program

cc: Mr. Ryan McReynolds, P.E., Public Works Director, Kingsport, Kingsport, Tennessee (via e-mail – mcreynolds@ci.kingsport.tn.us)
Ms. Niki Ensor, Water Wastewater Facilities Manager, Kingsport, Kingsport, Tennessee (via e-mail – ensor@ci.kingsport.tn.us)
Mr. Steve King, P.E., Camp Dresser & McKee Inc., Knoxville, Knoxville, Tennessee (via e-mail – kingsh@cdm.com)
Mr. Mark Braswell, Director, Johnson City Environmental Field Office (via e-mail – mark.braswell@tn.gov)
Ms. Jan Compton, Environmental Coordinator, Johnson City Environmental Field Office (via e-mail – jan.Compton@tn.gov)



AGENDA ACTION FORM

Consideration of a Resolution Approving a \$8,105.42 Donation from the Arts Council of Greater Kingsport for the Kingsport Public Art Program and Consideration of an Ordinance to Appropriate the Funds

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

Action Form No.: AF- 287-2009
Work Session: August 17, 2009
First Reading: August 18, 2009
Final Adoption: August 18, 2009
Staff Work By: B. Macdonald/ J. Smith
Presentation By: Judy Smith

Recommendation:

Approve the Resolution. Approve the Ordinance.

Executive Summary:

Donations totaling \$8,105.42 have been accepted by the Arts Council of Greater Kingsport in support of the Public Art Program of the City of Kingsport.

\$8,105.42 in donations from the following individuals and companies in support of the Sculpture Walk Exhibition: Eastman Chemical Company, Bank of Tennessee, Eastman Credit Union, Wayne Basler, Regional Eye Center, Buddy and Jane Scott, Scott and Bonnie Macdonald, Pal's Sudden Service, Roy and Liza Harmon, Steve and Mary Banks, Kingsport Chamber of Commerce, Kingsport Convention Visitor Bureau.

Attachments:

- 1. Resolution
- 2. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A \$8,105.42 DONATION
FROM THE ARTS COUNCIL OF GREATER KINGSPORT
FOR THE KINGSPORT PUBLIC ART PROGRAM**

WHEREAS, the Arts Council of Greater Kingsport desires to donate \$8,105.42 to the city in support of the Kingsport Public Art Program; and

WHEREAS, the donated funds will be used for the Kingsport Public Art Program's Sculpture Walk Exhibition.

Now therefore,

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

SECTION I. That the donation to the city from the Arts Council of Greater Kingsport for the Kingsport Public Art Program's Sculpture Walk Exhibition in the amount of \$8,105.42 is accepted.

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

ADOPTED this the 18th day of August, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE ARTS COUNCIL OF GREATER KINGSPORT TO THE SCULPTURE WALK EXHIBITION PROJECT (NC0710); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project - Special Revenue Fund budget be amended by appropriating funds received from the Arts Council of Greater Kingsport to the Sculpture Walk Exhibition Project (NC0710) in the amount of \$8,105. The donations are in support of the Sculpture Walk Exhibition.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Proj-Special Rev Fund			
KPRT Art & Sculpture Walk (NC0710)			
Revenues:			
	\$	\$	\$
111-0000-332-3200 TN Arts Commission	9,973	0	9,973
111-0000-364-3000 From Non-Profit Groups	29,975	8,105	38,080
111-0000-391-0100 From General Fund	53,658	0	53,658
Totals:	84,606	8,105	101,711
Expenditures:			
	\$	\$	\$
111-0000-601-9006 Purchases Over \$5,000	1,715	0	1,715
111-0000-601-1020 Social Security	388	0	388
111-0000-601-1040 Retirement	200	0	200
111-0000-601-1060 Workmen's Comp	70	0	70
111-0000-601-2010 Advertising & Publication	5,000	0	5,000
111-0000-601-2020 Professional Consultant	64,993	8,105	73,098
111-0000-601-2040 Travel Expense	5,000	0	5,000
111-0000-601-2099 Miscellaneous	6,240	0	6,240
111-0000-601-3012 Food	5,000	0	5,000
111-0000-601-3020 Operating Supplies & Tools	5,000	0	5,000
Totals:	84,606	8,105	101,711

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration Of An Ordinance Appropriating Funds Received From The American Recovery and Reinvestment Act, Section 5307, Federal Transit Administration Grant From the Department of Transportation

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

Final Adoption: September 1, 2009
 Staff Work By: Gary Taylor/J. Smith
 Presentation By: Chris McCart

Action Form No.: AF-289-2009
 Work Session: August 17, 2009
 First Reading: August 18, 2009

Recommendation:

Approve the Ordinance

Executive Summary:

The City applied for and received a grant through the Department of Transportation as part of the American Recovery and Reinvestment Act which provides funding to transit agencies for purchase of vehicles for replacement and expansion of the transit fleet. The amount received is \$1,291,347. The term date of this grant is three years. Transit plans to purchase 8-10 vehicles over the next three years. We foresee seven vehicles purchased for replacement and 3 vehicles for expansion of service. This grant requires no local or state match.

Attachments:

1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE DEPARTMENT OF TRANSPORTATION AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit budget be amended by appropriating funds received from the Department of Transportation in the amount of \$1,291,347 as part of the American Recovery and Reinvestment Act and to establish the FTA008 project. A local match is not required. This project is to purchase replacement vehicles and three vehicles for the expansion of service.

Account Number/Description:
Fund 123: Urban Mass Transit Fund
FTA008

Revenues:

123-0000-337-9000 Federal thru State/FTA

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$
0	1,291,347	1,291,347
0	1,291,347	1,291,347

Expenditures:

123-5902-602-9006 Purchases \$5,000 and Over

Totals:

0	1,291,347	1,291,347
0	1,291,347	1,291,347

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

ATTEST:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Grant Funds Approved by the Department of Justice, Justice Assistance Grant Program (JAG) in the Amount of \$165,759.00 for the Purchase of Equipment and Technology.

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

Action Form No.: AF-283-2009
 Work Session: August 17, 2009
 First Reading: August 18, 2009
 Final Adoption: September 1, 2009
 Staff Work By: Capt. Castle
 Presentation By: Chief Osborne

Recommendation:
 Approve the Ordinance

Executive Summary:

The Kingsport Police Department applied for a Department of Justice, Justice Assistance Grant and has been notified that we have been approved to receive funding in the above amount. The grant will be utilized to purchase equipment and/or technology.

There are no matching fund requirements.

Attachments:
 1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE AND TO ESTABLISH THE JUSTICE ASSISTANCE GRANT PROJECT (JG1001); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Justice Assistance Grant Fund budget be amended by establishing the Justice Assistance Grant Project (JG1001) by appropriating funds received from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$165,759 to be used to purchase police equipment and/or technology. A match is not required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Justice Assistant Grant Fund 134:			
Justice Assistance Grant Project (JG1001)			
Revenues:			
134-0000-331-4537 Bureau of Justice	\$ 0	\$ 165,759	\$ 165,759
Totals:	0	165,759	165,759
Expenditures:			
134-3030-443-9006 Purchases \$5,000 and Over	0	165,759	165,759
Totals:	0	165,759	165,759

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

ATTEST:

DENNIS R. PHILLIPS, Mayor

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 AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project – Special Revenue Fund budget be amended by appropriating funds received from the Department of Justice for the Community Oriented Policing Services (COPS) Grant in the amount of \$939,012 to the COPS Project (NC1002). This grant will be utilized to hire 5 police officers for 3 years. The requirements are that our organization must retain the six positions for a period of 12 months after the grant funding ends. There is no local match required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Project – Special Revenue Fund 111: COPS Project (NC1002)</u>			
<u>Revenues:</u>			
111-0000-331-3800 U.S. Department of Justice	\$ 0	\$ 939,012	\$ 939,012
Totals:	0	939,012	939,012
<u>Expenditures:</u>			
111-0000-601-1010 Salaries	0	632,912	632,912
111-0000-601-1020 Social Security	0	71,900	71,900
111-0000-601-1030 Health Ins.	0	53,400	53,400
111-0000-601-1040 Retirement	0	155,700	155,700
111-0000-601-1050 Life Ins	0	3,400	3,400
111-0000-601-1052 Long Term Disability	0	2,600	2,600
111-0000-601-1060 Workman's Comp	0	18,800	18,800
111-0000-601-1061 Unemployment	0	300	300
Totals:	0	939,012	939,012

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance Appropriating Additional Funds Received From the Virginia Department of Transportation for State Route 224 Corridor Study

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

Action Form No.: AF-288-2009
 Work Session: August 17, 2009
 First Reading: August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: Chris Campbell/Judy Smith
 Presentation By: Chris Campbell

Recommendation:

Approve the Ordinance.

Executive Summary:

Over the past year, the MPO has worked closely with our contact in the Bristol VDOT District office to coordinate a possible transportation corridor study of Wadlow Gap Road (Virginia SR 224) which becomes SR 93 at the Tennessee border. Currently, SR 224 is a winding narrow two-lane facility that is widely acknowledged as being in need of improvements to provide enhanced safety features, offer routing alternatives, afford better access, and to stimulate potential economic development. Additionally, improvements to SR 224 are all the more needed due to improvements being made at the Moccasin Gap interchange which could increase the volume of traffic along SR 224. VDOT is receptive to this idea and has awarded \$250,000 (no Local match required) in the MPO's FY 10 contract to study this corridor. These funds are in addition to the MPO's annual PL-112 Planning funds appropriation.

This ordinance will appropriate the funds.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE METROPOLITAN PLANNING BUDGET BY APPROPRIATING ADDITIONAL FUNDS RECEIVED FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Transportation Planning Organization's budget be amended by appropriating additional funds in the amount of \$250,000 received from the Virginia Department of Transportation to establish the SR224 Corridor Study project (MPOV1A). A local match is not required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 122: Metropolitan Planning Organization Fund			
MPOV1A			
Revenues:			
122-0000-337-5225 Fed Thru State/FHWAVA-FHWA -ARRA	\$ 0	\$ 250,000	\$ 250,000
Totals:	0	250,000	250,000
Expenditures:			
122-0000-609-1010 Salaries	0	17,800	17,800
122-0000-609-1020 Social Security	0	2,000	2,000
122-0000-609-1040 Retirement	0	4,200	4,200
122-0000-609-1050 Life Ins.	0	300	300
122-0000-609-1052 Long Term Disability	0	400	400
122-0000-609-1060 Worker's Comp	0	200	200
122-0000-609-1061 Unemployment	0	100	100
122-0000-609-2010 Advertising & Publication	0	1,000	1,000
122-0000-609-2011 Printing & Binding	0	500	500
122-0000-609-2020 Professional Consultant	0	217,700	217,700
122-0000-609-2040 Travel	0	2,000	2,000
122-0000-609-2042 Personal Vehicle Reimbursement	0	500	500
122-0000-609-2054 Machinery/Equipment Rental	0	800	800
122-0000-609-3010 Office Supplies	0	500	500
122-0000-609-3011 Postage	0	1,000	1,000
122-0000-609-3012 Food	0	1,000	1,000
Totals:	0	250,000	250,000

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

ATTEST:

JAMES H. DEMMING
City Recorder

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Consideration of an Ordinance Establishing the FY10 Property Tax Rate for City of Kingsport Sullivan and City of Kingsport Hawkins County

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

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

Action Form No.: AF 230-2009
 Work Session: August 3, 2009
 First Reading/(Public Hearing Held):
 August 4, 2009

Final Adoption: August 18, 2009
 Staff Work By: Smith
 Presentation By: Campbell, Smith

Recommendation:

Approve the ordinance.

Executive Summary:

It is recommended that the City of Kingsport Sullivan County tax rate is \$1.94 and the City of Kingsport Hawkins County is \$2.24. The rates were equalized this year and the State of Tennessee certified rate was \$1.9398 for City of Kingsport Sullivan County and \$2.2361 for City of Kingsport Hawkins County.

These proposed rates are based on information received from the Sullivan County Tax Assessor's office and the State of Tennessee State Board of Equalization.

The proposed tax rate is the 3rd lowest in the City's history and the lowest in 25 years. It also represents the positive growth in Kingsport.

The proposed tax rates will produce a levy comparable to last year's levy.

This ordinance will establish the tax rate accordingly.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 1209 Morningside Circle for the Kingsport City School System

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

Action Form No.: AF-280-2009
Work Session: August 17, 2009
First Reading: August 18, 2009
Final Adoption: August 18, 2009
Staff Work By: R. Trent; D. Frye
Presentation By: M. Billingsley

Recommendation:

Approve the resolution.

Executive Summary:

In order to fulfill the Kingsport Board of Education's long range facilities plans, the Board of Education has requested that the Superintendent of Schools, Dr. Richard Kitzmiller, take the steps necessary to purchase the property located at 1209 Morningside Circle for the amount of \$85,000.00. An appraisal of the property was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicated the fair market value of \$85,000.00. The property owner, James Lee has agreed to sell the property to the city for the appraisal amount of \$85,000.00. Upon discussion with Designated Alderman Valerie Joh, it is recommended that the Board of Mayor and Aldermen approve the acquisition in the amount of \$85,000.00.

This project will be funded under #GP0921.

Attachments:

- 1. Resolution
- 2. Purchase Agreement
- 3. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR THE PURCHASE OF PROPERTY LOCATED AT 1209 MORNINGSIDE CIRCLE

WHEREAS, the city has the opportunity to purchase the property located at 1209 Morningside Circle 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 of \$85,000.00, the designated alderman is authorized to offer \$85,000.00 for the purchase of 1209 Morningside Circle, subject to such conditions as deemed appropriate by the designated alderman in consultation with the city attorney, including such conditions as usually required by the city for acquisition of real property.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, an agreement and all other documents necessary and proper to effectuate the purpose of the agreement, to purchase 1209 Morningside Circle subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport.

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

ADOPTED this the 18th day of August, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

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

WITNESSETH:

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

1. **SALE.** Seller agree to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement all that real property situate, lying and located at 1209 Morningside Circle, Kingsport, Sullivan County, Tennessee, known as Tax Map 061C; Group E; Parcel 012.00, 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 Seller for the Real Property shall be Eighty-Five Thousand and No/100 Dollars (\$85, 000.00) (the "Purchase Price").

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

3. **CLOSING.** The closing shall occur on or before October 1, 2009, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. **SURVEY.** Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth

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

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

6. **DEED AND TITLE.**

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

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

7. **CONDITION OF PROPERTY.** There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) 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 Seller and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

8. CONDITIONS PRECEDENT.

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

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

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

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

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

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

SELLER: Mr. James Lee
1209 Morningside Circle
Kingsport, Tennessee 37664

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

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

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

(a) The cost of preparation of the warranty deed;

(b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction;

(c) The commission or fees charged by any real estate broker or agent retained or used by the 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 Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

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

15. **MERGER CLAUSE.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or

other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

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

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

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

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

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

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

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

BUYER:

CITY OF KINGSPORT, TENNESSEE

ATTEST:

James H. Demming, City Recorder

By: _____
Dennis R. Phillips, Mayor

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney

SELLER:

James Lee

STATE OF TENNESSEE
COUNTY OF SULLIVAN

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

WITNESS my hand and official seal this _____ day of _____, 2009.

My commission expires:

Notary Public

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, JAMES LEE, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2009.

My commission expires:

Notary Public

EXHIBIT A

Descriptions of Real Property

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

BEING Lot 12, Block 82, Bays View Subdivision, as shown on map of record in the Register's Office for Sullivan County at Blountville, Tennessee in Plat Book 2, page 103; and being the same property conveyed to James Lee in deed dated September 9, 1997 from Chris G. Caldwell and wife, Deborah C. Caldwell, of record in Deed Book 1248C at page 35, to which reference is hereby expressly made.

Tax Map 061C; Group E; Parcel 012.00



1209 Morningside Circle

Lincoln School



Kingsport,
Tennessee

- Legend
- Owned By City
 - Property to Purchase
 - Parcels

Lincoln School Area
 Prepared by the City of Kingsport
 Geographic Information System (GIS)
 Date: 08-11-08
 Map File Name: 1249no713





AGENDA ACTION FORM

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

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

Action Form No.: AF-286-2009
 Work Session: August 17, 2009
 First Reading: August 18, 2009

Final Adoption: August 18, 2009
 Staff Work By: R. Trent
 Presentation By: M. Billingsley

Recommendation: Approve the Resolution.

Executive Summary:

A listing of the deeds and deeds of easements required for various city projects located in the 7th, 10th, 11th, 12th, 13th, 14th and 15th Civil Districts of Sullivan County and the 7th Civil District of Hawkins County, Tennessee is included in this Resolution which provides for the formal acceptance of the property and property rights conveyed. The attached supplemental information provides the various projects, deeds and deeds of easement obtained.

Attachments:

1. Supplemental Information
2. 2009 Acceptance Resolution

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

SUPPLEMENTAL INFORMATION

AF: 286-2009

<u>Project Name</u>	<u>Project Number</u>
Kingsport Higher Education Center Project	GP0726
Gibson Mill Road Realignment Project	GP0721
West Kingsport I & I Sewer Replacement Project	SW0805
Miscellaneous Sewer Maintenance Easements	412-5004-501-9001
Peppertree Sewer Extension Project	SW0804
Bridwell Annexation Sewer Extension Project	SW0702
West Stone Drive Storm Sewer Improvement Project	GP0703
Indian Springs Water Line Upgrade Project	WA0702
Netherland Inn Storm Water Drainage Project	GP0605
Industrial Park South Roadway Project	GP0816
Abilene Pump Station Replacement Project	SW0701
Lynn Garden 3-1 Sewer Rehabilitation Project	SW0904
Harbor Chapel/Cooks Valley Road Improvement Project	GP0917
School Property Acquisitions	GP0921
Overlook Road Property Purchase	GP0811
Fire Station #8 Property Purchase	GP0814

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 7TH, 10TH, 11TH, 12TH, 13TH, 14TH AND 15TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE AND THE 7TH CIVIL DISTRICT OF HAWKINS COUNTY, TENNESSEE.

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

WHEREAS, the City of Kingsport desires to accept from various property owners Deeds and Deeds of Easements located in the 7th, 10th, 11th, 12th, 13th, 14th and 15th Civil Districts of Sullivan County, Tennessee and the 7th Civil District of Hawkins County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen accept the Deeds and Deeds of Easement from the various property owners which convey to the City of Kingsport titles to the property located in the 7th, 10th, 11th, 12th, 13th, 14th and 15th Civil Districts of Sullivan County, Tennessee and the 7th Civil District of Hawkins County, Tennessee, and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

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

ADOPTED this the 18th day of August, 2009.

ATTEST:

DENNIS R. PHILLIPS
Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney
Exhibit "A"

Warranty Deed for the Elizabeth Bell property dated June 16, 2008, from Elizabeth Bell to the City of Kingsport, Tennessee, recorded June 18, 2008 in Deed Book 2677C at page 244 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Ed Leeper, Jr. property dated June 16, 2008, from Ed Leeper, Jr. to the City of Kingsport, Tennessee, recorded June 18, 2008 in Deed Book 2677C at page 241 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Industrial Development Board of the City of Kingsport, Tennessee property dated August 1, 2008, from the Industrial Development Board of the City of Kingsport, Tennessee to the City of Kingsport, Tennessee, recorded August 20, 2008 in Deed Book 2697C at page 1 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Nancy Dee Jeter property dated August 14, 2008, from Nancy Dee Jeter to the City of Kingsport, Tennessee, recorded August 20, 2008 in Deed Book 2697C at page 6 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the John Andrew Allen Bellamy property dated June 20, 2008, from John Andrew Allen Bellamy to the City of Kingsport, Tennessee, recorded August 20, 2008 in Deed Book 2697C at page 4 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jim Baird, Richard Bridwell and Ron Lindsay, Trustees of the Bridwell Heights Presbyterian Church property dated May 22, 2008, from Jim Baird, Richard Bridwell and Ron Lindsay, Trustees of the Bridwell Heights Presbyterian Church to the City of Kingsport, Tennessee, recorded August 20, 2008 in Deed Book 2697C at page 17 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Netherland Inn Exchange Place Association, Inc. property dated June 26, 2008, from the Netherland Inn Exchange Place Association, Inc. Trustees of the Bridwell Heights Presbyterian Church to the City of Kingsport, Tennessee, recorded August 20, 2008 in Deed Book 2697C at page 14 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Collis Foods, Inc. property dated June 23, 2008, from Collis Foods, Inc. to the City of Kingsport, Tennessee, recorded August 27, 2008 in Deed Book 921 at page 231 in the Registers Office for Hawkins County at Rogersville, Tennessee.

Deed of Easement across the Nancy McDavid property dated August 11, 2008, from Nancy McDavid to the City of Kingsport, Tennessee, recorded August 20, 2008 in Deed Book 2697C at page 8 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Thomas Michael Peters property dated June 25, 2008, from Thomas Michael Peters to the City of Kingsport, Tennessee, recorded July 2, 2008 in Deed Book 2682C at page 411 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Collis Foods, Inc. property dated June 23, 2008, from Collis Foods, Inc. to the City of Kingsport, Tennessee, recorded August 27, 2008 in Deed Book 921 at page 231 in the Registers Office for Hawkins County at Rogersville, Tennessee.

Agreed Order for easement across the William R. Sumpter and wife, Phyllis A. Sumpter property dated September 19, 2008, from William R. Sumpter and wife, Phyllis A. Sumpter to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 800 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Harold R. Slemp property dated August 19, 2008, from Harold R. Slemp to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2715C at page 1 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Garland William Dingus, II and wife, Melissa Joanna Dingus property dated August 29, 2008, from Garland William Dingus, II and wife, Joanna Dingus to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 791 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Flem H. Pecktol, III and wife, Vicky J. Simpson property dated August 20, 2008, from Flem H. Pecktol, III and wife, Vicky J. Simpson to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 797 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Louisa Shipley property dated August 25, 2008, from Louisa Shipley to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 794 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Ewell Hammond and wife, June Hammond property dated August 20, 2008, from Ewell Hammond and wife, June Hammond to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 788 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Ewell Hammond and wife, June Hammond property dated August 20, 2008, from Ewell Hammond and wife, June Hammond to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 785 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Herbert E. Parris property dated August 20, 2008, from Herbert E. Parris to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 782 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Harry F. Torian and wife, Catherine L. Torian property dated August 20, 2008, from Harry F. Torian and wife, Catherine L. Torian to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 779 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Calvary Church of the Nazarene property dated October 20, 2008, from the Calvary Church of the Nazarene to the City of Kingsport, Tennessee.

Deed of Temporary Easement across the District Advisory Board of the East Tennessee Church of the Nazarene property dated October 10, 2008, from the District Advisory Board of the East Tennessee Church of the Nazarene to the City of Kingsport.

Agreed Order for the M. Clyde Groseclose, Jr. property dated October 24, 2008, from M. Clyde Groseclose, Jr. to the City of Kingsport, recorded November 19, 2008 in Deed Book 2721C at page 257 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Richard O. Ripley property dated October 31, 2008, from Richard O. Ripley to the City of Kingsport, Tennessee, recorded November 19, 2008 in Deed Book 2721C at page 260 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Brenda Wilson, Melvin Cox and Larry Cox property dated November 4, 2008, from Brenda Wilson, Melvin Cox and Larry Cox to the City of Kingsport, Tennessee, recorded November 19, 2008 in Deed Book 2721C at page 262 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the William Roger Scott and wife, Donna J. Scott property dated October 16, 2008, from William Roger Scott and wife, Donna J. Scott to the City of Kingsport, Tennessee, recorded November 19, 2008 in Deed Book 2721C at page 265 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ruth Rogers property dated October 6, 2008, from Ruth Rogers to the City of Kingsport, Tennessee, recorded November 19, 2008 in Deed Book 2721C at page 268 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Gary Alexander and wife, Anne Alexander property dated November 12, 2008, from Gary Alexander and wife, Anne Alexander to the City of Kingsport.

Deed of Temporary Easement across the Arch J. Ennis property dated November 24, 2008, from Arch J. Ennis to the City of Kingsport.

Deed of Temporary Easement across the Charles Stephen Jessee and wife, Rebecca K. Jessee property dated November 19, 2008, from Charles Stephen Jessee and wife, Rebecca K. Jessee to the City of Kingsport.

Deed of Temporary Easement across the Coleman Properties, LLC property dated November 20, 2008, from Coleman Properties, LLC to the City of Kingsport.

Deed of Temporary Easement across the Coleman Properties, LLC property dated November 20, 2008, from Coleman Properties, LLC to the City of Kingsport.

Deed of Temporary Easement across the Michael Rash property dated November 17, 2008, from Michael Rash to the City of Kingsport.

Deed of Temporary Easement across the Tonia Tranbarger Castle property dated November 19, 2008, from Tonia Tranbarger Castle to the City of Kingsport.

Deed of Temporary Easement across the Sarah E., Hale property dated November 7, 2008, from Sarah E. Hale to the City of Kingsport.

Deed of Temporary Easement across the Daniel F. Mullins property dated November 14, 2008, from Daniel F. Mullins to the City of Kingsport.

Deed of Temporary Easement across the Brandon Coomer and wife, Lisa Coomer property dated November 13, 2008, from Brandon Coomer and wife, Lisa Coomer to the City of Kingsport.

Deed of Temporary Easement across the Bobby A. Beuris property dated November 12, 2008, from Bobby A. Beuris to the City of Kingsport.

Deed of Temporary Easement across the Noe Hernandez and wife, Leticia Hernandez property dated November 7, 2008, from Noe Hernandez and wife, Leticia Hernandez to the City of Kingsport.

Deed of Temporary Easement across the John Edwards, III property dated November 12, 2008, from John Edwards, III to the City of Kingsport.

Deed of Temporary Easement across the Phyllis Green and Kenneth Wilkerson property dated November 12, 2008, from Phyllis Green and Kenneth Wilkerson to the City of Kingsport.

Deed of Temporary Easement across the Kenneth D. Ward wife, Debra A. Ward property dated November 11, 2008, from Kenneth D. Ward and wife, Debra A. Ward to the City of Kingsport.

Deed of Temporary Easement across the Alvin R. Shoemaker and wife, Jennifer K. Shoemaker property dated November 11, 2008, from Alvin R. Shoemaker and wife, Jennifer K. Shoemaker to the City of Kingsport.

Deed of Temporary Easement across the Teresa Jean Shell Bullock property dated November 11, 2008, from Teresa Jean Shell Bullock to the City of Kingsport.

Deed of Temporary Easement across the Doris E. Bowyer property dated November 10, 2008, from Doris E. Bowyer to the City of Kingsport.

Deed of Temporary Easement across the Maria Estela Carmona property dated November 7, 2008, from Maria Estela Carmona to the City of Kingsport.

Deed of Temporary Easement across the James D. Blankenbeckler and wife, Donna J. Blankenbeckler property dated November 4, 2008, from James D. Blankenbeckler and wife, Donna J. Blankenbeckler to the City of Kingsport.

Deed of Temporary Easement across the Sylvia T. Crockett property dated October 21, 2008, from Sylvia T. Crockett to the City of Kingsport.

Deed of Temporary Easement across the Michael Wayne Bellamy and wife, Kathy Ann Bellamy property dated October 23, 2008, from Michael Wayne Bellamy and wife, Kathy Ann Bellamy to the City of Kingsport.

Deed of Temporary Easement across the James Ernest Barnette property dated October 23, 2008, from James Ernest Barnette to the City of Kingsport.

Deed of Temporary Easement across the Glen E. Sulfridge and wife, Loretta H. Sulfridge property dated October 21, 2008, from Glen E. Sulfridge and wife, Loretta H. Sulfridge to the City of Kingsport.

Deed of Temporary Easement across the Robin D. Wolfe property dated October 17, 2008, from Robin D. Wolfe to the City of Kingsport.

Deed of Temporary Easement across the David W. Cox and wife, Jackie D. Cox property dated October 17, 2008, from David W. Cox and wife, Jackie D. Cox to the City of Kingsport.

Deed of Temporary Easement across the Ruth Leamon Stallard property dated October 17, 2008, from Ruth Leamon Stallard to the City of Kingsport.

Deed of Temporary Easement across the Kyle L. Presley property dated October 16, 2008, from Kyle L. Presley to the City of Kingsport.

Deed of Temporary Easement across the William D. Ferguson property dated October 13, 2008, from William D. Ferguson to the City of Kingsport.

Deed of Temporary Easement across the John W. Asmuth property dated October 13, 2008, from John W. Asmuth to the City of Kingsport.

Deed of Temporary Easement across the Phyllis Patterson property dated October 20, 2008, from Phyllis Patterson to the City of Kingsport.

Deed of Temporary Easement across the Jeff Dingus, Jim Moser, Kerry Doyal and Glen Moody, Trustees of the Grace Evangelical Free Church property dated December 9, 2008, from Jeff Dingus, Jim Moser, Kerry Doyal and Glen Moody, Trustees of the Grace Evangelical Free Church to the City of Kingsport.

Deed of Temporary Easement across the Raymond Dunkin, IV property dated December 12, 2008, from Raymond Dunkin, IV to the City of Kingsport.

Deed of Temporary Easement across the Carol H. Neil and Matthew D. Neil property dated December 19, 2008, from Carol H. Neil and Matthew D. Neil to the City of Kingsport.

Deed of Temporary Easement across the Tonia Hylemon property dated November 6, 2008, from Tonia Hylemon to the City of Kingsport.

Deed of Temporary Easements across the Teresa Feagins property dated January 23, 2009, from Teresa Feagins to the City of Kingsport.

Deed of Temporary Easement across the Nicholas Dell Freeman and wife, Kristin Michelle Freeman property dated January 22, 2009, from Nicholas Dell Freeman and wife, Kristin Michelle Freeman to the City of Kingsport.

Deed of Easement across the Michael G. Fillnow and wife, Valecia Fillnow property dated December 2, 2008, from Michael G. Fillnow and wife, Valecia Fillnow to the City of Kingsport, Tennessee, recorded February 4, 2009 in Deed Book 2747C at page 619 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the New Life Freewill Baptist Church property dated November 16, 2008, from New Life Freewill Baptist Church to the City of Kingsport, Tennessee, recorded February 4, 2009 in Deed Book 2747C at page 615 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Ricky J. Welch and wife, Denise A. Welch property dated November 8, 2008, from Ricky J. Welch and wife, Denise A. Welch to the City of Kingsport, Tennessee, recorded February 4, 2009 in Deed Book 2747C at page 613 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Viveca Jones property dated January 6, 2009, from Viveca Jones to the City of Kingsport.

Deed of Temporary Easement across the Viveca Jones property dated January 6, 2009, from Viveca Jones to the City of Kingsport.

Deed of Easement across the Carl Mitchell Smith property dated April 7, 2009, from Carl Mitchell Smith to the City of Kingsport, Tennessee, recorded June 10, 2009 in Deed Book 2781C at page 628 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the A & M Express, Inc. property dated May 4, 2009, from A & M Express, Inc. to the City of Kingsport, Tennessee, recorded June 10, 2009 in Deed Book 2781C at page 616 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the TVS Properties property dated May 27, 2009, from TVS Properties to the City of Kingsport, Tennessee, recorded June 10, 2009 in Deed Book 2781C at page 619 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kingsport Publishing Corporation property dated March 27, 2009, from Kingsport Publishing Corporation to the City of Kingsport, Tennessee, recorded June 10, 2009 in Deed Book 2781C at page 625 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed for the Eastern Eight Community Development Corporation property dated April 23, 2009, from Eastern Eight Community Development Corporation to the City of Kingsport, Tennessee, recorded June 10, 2009 in Deed Book 2781C at page 613 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Cedar View Independent Methodist Church property dated May 8, 2009, from the Cedar View Independent Methodist Church to the City of Kingsport, Tennessee, recorded June 10, 2009 in Deed Book 2781C at page 622 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the James D. Nottingham property dated December 12, 2008, from James D. Nottingham to the City of Kingsport, Tennessee, recorded June 15, 2009 in Deed Book 953 at page 658 in the Registers Office for Hawkins County at Rogersville, Tennessee.

Partial Release for a portion of the James Nottingham property dated June 2, 2009, from the Bank of Tennessee, recorded June 15, 2009 in Deed Book 953 at page 660 in the Registers Office for Hawkins County at Rogersville, Tennessee.

Warranty Deed for the Lisa W. Weaver, Individually and as Co-Administrator of the Marvin Willis Jr. Estate and Traci Willis by and through her attorney in fact, Lisa W. Weaver property dated May 4, 2009, from Lisa W. Weaver, Individually and as Co-Administrator of the Marvin Willis Jr. Estate and Traci Willis by and through her attorney in fact, Lisa W. Weaver to the City of Kingsport, Tennessee, recorded May 6, 2009 in Deed Book 2769C at page 693 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Julia A. Babb property dated November 21, 2008, from Julia A. Babb to the City of Kingsport, Tennessee, recorded November 24, 2008 in Deed Book 2722C at page 152 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Phyllis T. Rutledge property dated September 23, 2008, from Phyllis T. Rutledge to the City of Kingsport, Tennessee, recorded September 25, 2008 in Deed Book 2707C at page 400 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Linda R. Penley property dated December 12, 2008, from Linda R. Penley to the City of Kingsport, Tennessee, recorded December 15, 2008 in Deed Book 2726C at page 341 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Myers & Myers, Inc. property dated December 12, 2008, from John T. Myers and Charles W. Myers, Jr. to the City of Kingsport, Tennessee, recorded December 15, 2008 in Deed Book 2726C at page 344 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Linda R. Penley property dated December 12, 2008, from Linda R. Penley to the City of Kingsport, Tennessee, recorded December 15, 2008 in Deed Book 2726C at page 341 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Mary G. Porter and Betty G. Fritz property dated January 30, 2009, from Mary G. Porter and Betty G. Fritz to the City of Kingsport, Tennessee, recorded February 2, 2009 in Deed Book 2736C at page 559 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Paul Adams & Associates, Inc. property dated August 22, 2008, from Paul Adams & Associates, Inc. to the City of Kingsport, Tennessee, recorded August 25, 2008 in Deed Book 2698C at page 40 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Edward J. Bernhard, III property dated January 30, 2009, from Edward J. Bernhard, III to the City of Kingsport, Tennessee, recorded February 2, 2009 in Deed Book 2736C at page 554 in the Registers Office for Sullivan County at Blountville, Tennessee.

Quitclaim Deed for the Edward J. Bernhard, III property dated January 30, 2009, from Edward J. Bernhard, III to the City of Kingsport, Tennessee, recorded February 2, 2009 in Deed Book 2736C at page 552 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Steve Sarber Jr. and wife, Loretta D. Sarber property dated August 22, 2008, from Steve Sarber, Jr. and wife, Loretta D. Sarber to the City of Kingsport, Tennessee, recorded August 25, 2008 in Deed Book 2698C at page 37 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Janet J. Goins property dated October 15, 2008, from Janet J. Goins to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 774 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Allyn Hood property dated October 20, 2008, from Allyn Hood to the City of Kingsport, Tennessee, recorded October 23, 2008 in Deed Book 2714C at page 771 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Phyllis T. Rutledge property dated May 19, 2009, from Phyllis T. Rutledge to the City of Kingsport, Tennessee, recorded May 21, 2009 in Deed Book 2775C at page 234 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Brett Eric Berry property dated May 19, 2009, from Brett Eric Berry to the City of Kingsport, Tennessee, recorded May 21, 2009 in Deed Book 2775C at page 237 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the C & M Cleek Family Limited Partnership property dated December 24, 2008, from the C & M Cleek Family Limited Partnership to the City of Kingsport, Tennessee, recorded December 31, 2008 in Deed Book 2728C at page 772 in the Registers Office for Sullivan County at Blountville, Tennessee.

Quitclaim Deed for a portion of the C & M Cleek Family Limited Partnership property dated December 24, 2008, from the C & M Cleek Family Limited Partnership to the City of Kingsport, Tennessee, recorded December 31, 2008 in Deed Book 2728C at page 775 in the Registers Office for Sullivan County at Blountville, Tennessee.

Quitclaim Deed for a portion of the C & M Cleek Family Limited Partnership property dated December 24, 2008, from the C & M Cleek Family Limited Partnership to the City of Kingsport, Tennessee, recorded December 31, 2008 in Deed Book 2728C at page 769 in the Registers Office for Sullivan County at Blountville, Tennessee.

Quitclaim Deed for a portion of the Velma Kay Vanover property dated December 24, 2008, from Velma Kay Vanover to the City of Kingsport, Tennessee, recorded December 31, 2008 in Deed Book 2728C at page 779 in the Registers Office for Sullivan County at Blountville, Tennessee.

Quitclaim Deed for a portion of the C & M Cleek Family Limited Partnership property dated December 24, 2008, from the C & M Cleek Family Limited Partnership to the City of Kingsport, Tennessee, recorded December 31, 2008 in Deed Book 2728C at page 777 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Mark C. Greer property dated July 7, 2009, from Mark C. Greer to the City of Kingsport, Tennessee, recorded July 8, 2009 in Deed Book 2793C at page 186 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Mark J. Mattioda property dated June 25, 2009, from Mark J. Mattioda to the City of Kingsport.

Deed of Temporary Easement across the Johnie P. Wells property dated June 25, 2009, from Johnie P. Wells to the City of Kingsport.

Deed of Temporary Easement across the Pierce Caudle Corporation property dated June 30, 2009, from Pierce Caudle Corporation to the City of Kingsport.

Final Judgment for an Easement across the Thomas E. Franklin and wife, Sherry R. Franklin property dated June 5, 2009, from Thomas E. Franklin and wife, Sherry R. Franklin to the City of Kingsport, Tennessee, recorded July 30, 2009 in Note Book 91 at page 53 in the Registers Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Cook's Point Owners Association property dated July 7, 2009, from the Cook's Point Owners Association to the City of Kingsport, Tennessee, recorded July 30, 2009 in Deed Book 2800C at page 572 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Yogeshwar, Inc. property dated May 22, 2009, from Yogeshwar, Inc. to the City of Kingsport, Tennessee, recorded July 30, 2009 in Deed Book 2800C at page 587 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Steven R. Vaness property dated July 1, 2009, from Steven R. Vaness to the City of Kingsport, Tennessee, recorded July 30, 2009 in Deed Book 2800C at page 574 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Estate of William P. Bailey, Jr. property dated May 19, 2009, from the Estate of William P. Bailey, Jr. to the City of Kingsport, Tennessee, recorded July 30, 2009 in Deed Book 2800C at page 581 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Estate of William P. Bailey, Jr. property dated May 19, 2009, from the Estate of William P. Bailey, Jr. to the City of Kingsport, Tennessee, recorded July 30, 2009 in Deed Book 2800C at page 578 in the Registers Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the RI CS4, LLC property dated June 4, 2009, from RI CS4, LLC to the City of Kingsport, Tennessee, recorded July 30, 2009 in Deed Book 2800C at page 590 in the Registers Office for Sullivan County at Blountville, Tennessee.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Contract With Girls Incorporated of Kingsport for Transportation Services.

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

Agenda Form No.: AF-285-2009
Work Session: August 17, 2009
First Reading: August 18, 2009

Final Adoption: August 18, 2009
Staff Work: Jack Qualls
Presentation: Chris McCart

Recommendation:
Approve the resolution

Executive Summary:

In accordance with Federal Transit Administration, Charter regulations the Kingsport Area Transit Service is requesting approval of a contract to provide transportation service for clients of Girls Incorporated. FTA regulations require KATS to post online all Charter request prior to committing into any contracts. No registered private charter providers online were willing to provide this Charter request. The total amount to provide this transportation service is \$16,650.00, which includes operating one bus for two hours a day at \$45.00 per hour, for one hundred and eighty-five days throughout the school year. This Charter will transport approximately forty passengers from the Jackson and Lincoln Elementary schools to the Girls Inc. facility. KATS will invoice Girls Inc. in the amount of \$1,040.50 quarterly to equal the full amount of \$4,162. This amount covers the City's local match for the services being provided.

KATS has been providing transportation service for Girls Incorporated over the past twelve years.

Attachments:

- 1) Resolution
- 2) Contract

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GIRLS INCORPORATED FOR TRANSPORTATION SERVICES OPERATED THROUGH CITY OF KINGSPORT AREA TRANSIT SERVICES FOR THE PERIOD AUGUST 10, 2009 THROUGH MAY 19, 2010

WHEREAS, the City of Kingsport Area Transit Services receives federal and state funds to operate a public transportation service in the City of Kingsport; and

WHEREAS, Girls Incorporated desires to enter into an agreement with Kingsport Area Transit Service for transportation services for the period August 10, 2009 through May 19, 2010; and

WHEREAS, Girls Incorporated will pay a total amount of \$4,162.00 for this service; and

WHEREAS, the agreement will be advantageous to and serve the public interest of the city of Kingsport.

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, an agreement with Girls Incorporated for transportation services, operated through the City of Kingsport Area Transit Services for the period August 10, 2009 through May 19, 2010.

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

ADOPTED this the 18th day of August, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT
BETWEEN
CITY OF KINGSPORT/KINGSPORT AREA TRANSIT SERVICE
AND
GIRLS INCORPORATED OF KINGSPORT

THIS AGREEMENT, made and entered into on this 10th day of August, 2009, by and between the City of Kingsport, hereinafter called the KATS, and the GIRLS INCORPORATED OF KINGSPORT, hereinafter called the AGENCY.

WHEREAS, KATS receives federal and state funds to operate a public transportation service in the City of Kingsport and,

WHEREAS, the AGENCY wishes to contract with the KATS to receive certain transportation services for its clients.

NOW, THEREFORE, both parties agree as follows:

Section 1. Purpose of the Agreement

The purpose of this Agreement is to set forth the terms under which KATS will provide transportation services to clients of AGENCY.

Section 2. Description of Transportation Services and Responsibilities of KATS

1. KATS will provide transportation service for AGENCY clients as described in the Scope of Services in Attachment A, providing that these services can be coordinated with the daily operations of KATS. While KATS will make every effort to provide continuous service, both parties understand and agree that there may be days when KATS will be unable to provide service due to mechanical breakdowns, weather conditions, drivers' in-service days, KATS holidays and scheduling conflicts.

2. KATS will designate a person as the representative of KATS in its liaison with corresponding representatives of the AGENCY.

3. KATS will provide vehicles, drivers, maintenance, liability insurance for vans, and gasoline in the provision of transportation services to the AGENCY under the terms of this Agreement, provided that the AGENCY provides KATS with timely reimbursement for provision of services.

4. KATS will notify the AGENCY at the earliest possible time of an interruption, delay or discontinuance of any service agreed upon hereunder.

Section 3. Responsibilities of the AGENCY

1. AGENCY will designate a person as the representative of AGENCY or its liaison with corresponding representatives of KATS.
2. AGENCY will compensate KATS in the full amount of \$4,162.00 billed on a quarterly cycle in the amount of \$1,040.50 beginning in August 2008 and ending in May 2010 for agreed services provided.
3. AGENCY shall provide adult supervision on each KATS vehicle during the transporting of clients to and from any locations before service is provided by KATS. It will be the responsibility of that person to ensure clients (passengers) behave in an orderly fashion and not to distract attention from the driver. Anyone who is found to have inappropriate conduct by the driver or by the adult monitor shall be subject to Corrective Actions listed in Appendix B.
4. AGENCY shall be responsible for complying with any other federal and state regulations that are required to transport the AGENCY's Clients.
5. AGENCY shall provide a yearly calendar in August 2009 that indicates the day(s) service will not be provided by KATS.

Section 4. Changes in Agreement

Provisions in this Agreement may be modified only by written amendment executed by all parties hereto and signed by the Mayor of Kingsport and the AGENCY.

Section 5. Termination

This Agreement may be terminated by either party upon giving written notice to the other party thirty (30) days prior to the termination date.

Section 6. Standard Terms and Conditions

The AGENCY hereby agrees, warrants, and assures that no person shall be excluded from participation in, be

denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the AGENCY on the grounds of disability, age, race, sex, national origin, or any other classification protect by Federal, Tennessee state constitution, or statutory law. The AGENCY shall upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Section 7. Effective Date

This Agreement shall begin on August 10, 2009, and continue in full force and effect until May 19, 2010.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officials on the date first written above.

BY:

DENNIS R. PHILLIPS, Mayor
City of Kingsport

DATE

ATTEST:

JAMES H. DEMMING
City Recorder

DATE

APPROVE TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

DATE

BY:

Julie Wright Short
President/CEO
Girls Incorporated of Kingsport

DATE

ATTACHMENT A

SCOPE OF SERVICES

- (1) KATS agrees to transport authorized clients as determined by the local agency coordinator in the City of Kingsport, pick up locations shall be Jackson Elementary School and Lincoln Elementary School and transport AGENCY's clients to GIRLS INCORPORATED OF KINGSPORT, Kingsport, TN. KATS will provide service between the hours of 2:00 p.m. until 4:00 p.m.
- (2) Every effort will be made to transport authorized clients, unless in the opinion of the KATS coordinator/driver, it is unsafe or disruptive to service to transport those persons.
- (3) If AGENCY's clients are not at pick up location when the bus/van arrives, the bus/van will not go back to that location until another request is made for the following day. A driver will not wait longer than five (5) minutes for a client to be picked up.
- (4) In the event of inclement weather, transportation will not be provided in areas where the Kingsport City Schools are closed. When a school system is operating on a delay, we will operate as usual on clear roads only.
- (5) It is estimated that KATS will provide trips for the AGENCY from August 10, 2009 through May 19, 2010.
- (6) KATS holidays are as follows: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (2 days), and Christmas Day (2 days).
- (7) KATS cannot provide transportation outside the city limits of Kingsport. This means that both the pickup point and destination of a client must be located within the city limits of Kingsport.
- (8) AGENCY understands that KATS shall only provide a maximum of one vehicle, when available, to transport AGENCY's clients to the specified locations identified above.
- (9) KATS shall only transport Agency's clients when an adult representative from the Agency can be present during the transport on every KATS vehicles to ensure all rules for passengers are followed at all times. Anyone who does not follow the rules will not be transported by KATS.
- (10) Any passengers found defacing or damaging KATS vehicle will be required to pay in full for all damages and prohibited from using KATS service.

ATTACHMENT B

Corrective Actions

Disciplinary action will be taken for the following offenses:

- (1) Passengers indulging in abusive, threatening, profane or indecent language and/or dangerous actions.
- (2) Passengers who may conceal firearms or fireworks or any kind.
- (3) Passengers who engage in fighting, horse play or dangerous actions against other passengers.
- (4) Smoking.
- (5) Passengers in possession of alcohol or illegal drugs/paraphernalia.
- (6) Passengers who do not remain in their seats while the bus/van is in operation.
- (7) Passengers not wearing seat belts, where available.

Disciplinary actions for the above offenses are as follows:

- (1) The first offense will carry the disciplinary action of 30 school day suspension from using KATS. A letter documenting the date and offense will be issued by Girls Incorporate of Kingsport with a copy sent to KATS.
- (2) The second offense will carry the disciplinary action of permanent suspension from using KATS. A letter documenting the date and offense will be issued by Girls Incorporate of Kingsport with a copy sent to KATS.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the Kingsport Office of Small Business and Entrepreneurship for Services in Fiscal Year 2009-2010 Benefiting the General Welfare of Kingsport Residents

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

Action Form No.: AF-290 -2009
Work Session: August 17, 2009
First Reading: August 18, 2009
Final Adoption: August 18, 2009
Staff Work By: Judy Smith, Jeff Fleming
Presentation By: John Campbell

Recommendation:

Approve the resolution.

Executive Summary:

The City of Kingsport desires to enter into an agreement with KOSBE for services in fiscal year 2009-2010 benefiting the general welfare of Kingsport residents.

Attachments:

- 1. Resolution
- 2. Agreement
- 3. Supplemental Information

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE KINGSPORT CHAMBER FOUNDATION, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

WHEREAS, the City of Kingsport desires to enter into an agreement for services for the period of September 1, 2009 to June 30, 2010 with Kingsport Chamber Foundation, Inc., for the Small Business Development and Entrepreneurship Program which will benefit the general welfare of city residents.

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Kingsport Chamber Foundation, Inc., for the Small Business Development and Entrepreneurship Program,

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

ADOPTED this the 18th day of August, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

By

THE CITY OF KINGSPORT, TENNESSEE,

and

KINGSPORT CHAMBER FOUNDATION, INC.

SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

THIS AGREEMENT made and entered into as of the 1st day of September, 2009, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

WITNESSETH:

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the CHAMBER is willing to create the Office of Small Business Development and Entrepreneurship; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the

parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

The term for this Agreement is from September 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on September 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.

II. SCOPE OF WORK.

- A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the small business community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by CHAMBER pursuant to this Agreement. Accordingly the CHAMBER agrees:
 1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
 2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and
 3. To provide some or all of the following, as needed:
 - Assist in business plans by providing templates, outlines, worksheets, planning guides, etc.
 - Maintain a dynamic website to serve as primary resource for small businesses and entrepreneurs
 - Tools and resources
 - Financial assistance

- Counseling
- Continuing education
- Events
- Serve as Kingsport's primary contact with U.S. Small Business Administration, USDA Rural Development and Tennessee Department of Economic and Community Development BERO (Business Enterprise Resource Office)
- Coordinate access to a pool of funds (loans, grants, venture capital)
- Maintain a broad business advisory panel with mentors and micro-mentors. Make it available to more businesses (make it mandatory for those who receive a loan, grant, venture capital)
- Conduct two (2) annual seminars & training opportunities with a goal of 30 participants
- Maintain more than 100 listings in the business-to-business e-directory "Buy ME" (Buy Microenterprise) – the 'buy local' initiative where small businesses support each other.
- Concentrate on healthcare small business start-ups and entrepreneurs
- Participate in regular meetings with Holston Business Development to coordinate business start-up and incubation efforts.
- Meet quarterly with NETWORKS to discuss small business development and business recruitment.
- Meet monthly with City Economic Development Research/Planning
- Solicit and address concerns/problems from existing small businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development
- Maintain a working knowledge of available state / federal programs that can assist small business
- Continue annual KOSBE awards

III. MONITORING AND REPORTING REQUIREMENTS.

CHAMBER will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March CHAMBER will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

- A. CITY will pay CHAMBER Ninety One Thousand Six Hundred and Seventy Dollars (\$91,670) for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the CHAMBER one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (October 1, 2009; January 1, 2010; and April 1, 2010).
- C. CHAMBER will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000 - \$50,000) dollars from sources other than CITY to fund the balance of this program. CHAMBER will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line item reports used by city departments. CHAMBER will also provide some in kind contributions including work from members of the staff of CHAMBER to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- D. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- E. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of CHAMBER's fiscal year for which operating assistance is provided, CHAMBER will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for CHAMBER's fiscal year.
- F. CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its

most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CHAMBER will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

- A. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, CHAMBER will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed Ninety One Thousand Six Hundred and Seventy Dollars (\$91,670).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as

its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

XII. ASSURANCES.

CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

XIII. REPORTING.

CHAMBER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHAMBER assist in carrying out the purpose of the project as described under the terms of this Agreement.

XIV. INDEPENDENT CONTRACTOR. CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or their employees or agents.

XV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER FOUNDATION,
INC.,**

MILES BURDINE
Secretary

AUNDREA WILCOX
Executive Director, Kingsport Office of
Small Business Development &
Entrepreneurship

CITY OF KINGSPORT, TENNESSEE

ATTEST:

JAMES H. DEMMING
City Recorder

DENNIS R. PHILLIPS
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted
 Source: Prospect Management

2. Total employment of assisted start-ups
 Source: Annual survey of prospects

3. Total gross receipts of assisted start-ups
 Source: City Finance Department

4. Announced Capital Investment

5. Survival Rate

6. Jobs Creation

7. Number of Businesses using Advisory Panel

SCOPE OF WORK

- A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the small business community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by CHAMBER pursuant to this Agreement.

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1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and
3. To provide some or all of the following, as needed:
 - Assist in business plans by providing templates, outlines, worksheets, planning guides, etc.
 - Maintain a dynamic website to serve as primary resource for small businesses and entrepreneurs
 - Tools and resources
 - Financial assistance
 - Counseling
 - Continuing education
 - Events
 - Serve as Kingsport's primary contact with U.S. Small Business Administration, USDA Rural Development and Tennessee Department of Economic and Community Development BERO (Business Enterprise Resource Office)
 - Coordinate access to a pool of funds (loans, grants, venture capital)
 - Maintain a broad business advisory panel with mentors and micro-mentors. Make it available to more businesses (make it mandatory for those who receive a loan, grant, venture capital)
 - Conduct two (2) annual seminars & training opportunities with a goal of 30 participants
 - Maintain more than 100 listings in the business-to-business e-directory "Buy ME" (Buy Microenterprise) – the 'buy local' initiative where small businesses support each other.
 - Concentrate on healthcare small business start-ups and entrepreneurs
 - Participate in regular meetings with Holston Business Development to coordinate business start-up and incubation efforts.
 - Meet quarterly with NETWORKS to discuss small business development and business recruitment.
 - Meet monthly with City Economic Development Research/Planning
 - Solicit and address concerns/problems from existing small businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development
 - Maintain a working knowledge of available state / federal programs that can assist small business
 - Continue annual KOSBE awards



AGENDA ACTION FORM

Consideration of Approval of Offers for Easements and Right-of-Ways for the Cleek Road and New Beason Well Road Improvement Project

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

Action Form No.: AF-281-2009
Work Session: August 17, 2009
First Reading: August 18, 2009

Final Adoption: August 18, 2009
Staff Work By: R. Trent, H. Clabaugh
Presentation By: R. McReynolds

Recommendation: Approve the offers.

Executive Summary:

In order to make improvements to Cleek Road and New Beason Well Road, the Public Works Department has requested right-of-ways and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

This project is funded under #GP0916.

Attachments:

1. Cleek Road and New Beason Well Road Improvement Project Offers
2. Project Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

Cleek Road and New Beason Well Road Improvement Project Offers

<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#047; 034.00	Wallace Alley, Jr., etal P. O. Box 818 Kingsport, TN 37662	ROW 453 sq. ft.	\$ 250.00
		Perm 1,198 sq. ft.	\$ 250.00
		Temp. 19,863 sq. ft.	\$2,100.00
#047; 024.01	New Beason Well & Stone Drive Associates, LLC 1338 Cross Beam Drive Charlotte, NC 28217	Temp. 1,635 sq. ft.	\$4,300.00
#047; 023.10	C & M Cleek Family Limited Partnership 1101 New Beason Well Road Kingsport, TN 37660	Perm. 50 sq. ft.	\$ 20.00
		Temp. .39 acres	\$ 700.00
#047; 060.00/060.50	C & M Cleek Family Limited Partnership 1101 New Beason Well Road Kingsport, TN 37660	Perm. 845 sq. ft.	\$ 160.00
		Perm. 130 sq. ft.	\$ 20.00
		Temp. .348 acres	\$ 500.00
		Temp. .137 acres	\$ 720.00

