



## **AGENDA**

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

**Monday, August 18, 2008  
Council Room — 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 Charles K. Marsh, Jr.

Alderman Larry Munsey

Alderman Patrick W. Shull

Alderman Jantry Shupe

#### **Leadership Team**

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

Tom Bowman, Leisure Services Director

Jim Demming, City Recorder/CFO

Craig Dye, Fire Chief

Jeff Fleming, Asst. City Manager, Development Services

Chris McCart, Assistant to the City Mgr.

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 19, 2008 Regular Business Agenda
5. Mayor's Aquatic Center Advisory Committee
6. Update on KAHR – Chris McCart
7. Update on the Planetarium Project – Tom Bowman
8. Date for Development Road Trip/Road Work Shop
9. Adjourn

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

# Work Session Tickler

*August 11, 2008*

## Special Projects

**Higher Education Center**      Jeff Fleming      Last Update August 5, 2008

ARC Energy Grant in the amount of \$63,500 for LEED related elements was approved for FY2009 consideration. This means that if the grant program is funded again for FY2009, the Higher Ed project is pre-approved.

RCHP open house August 21 at 5:00 p.m., 300 W. Main Street

**Kingsport Housing &  
Redevelopment Agency**  
(KAHR Program)

Chris McCartt      Updated July 11, 2008

Presentation to be made at BMA Work Session

## City Departments

### **Engineering**

**Netherland Inn Bridge**      Gary Dault      Updated August 13, 2008

Netherland Inn Bridge project The bridge beams have been set on the piers, and they are working to anchor them in place. The bridge deck will start soon and is anticipated to be complete by October. Water and sewer replacement is complete for now, until the roadway tie-in is closer. The contract with TDOT is to be complete by December 2009, but the contractor anticipates being complete before that given an easy fall and winter in terms of weather.

### **Parks & Recreation**

**Dog Park**      Kitty Frazier      Updated August 14, 2008

The committee has approved a name and logo for the dog park. The committee will recommend to the BMA a new dog park name and city code of ordinance changes at the August 19 meeting. A connecting access to the dog park site has been paved

### **Public Works**

**Energy Efficiency Measures**      Ryan McReynolds      No Update

**Transportation (MPO)**

**Netherland Inn Bank Barn**

Bill Albright

Updated August 11, 2008

Third floor is under construction and roofing is on schedule – new photos attached.



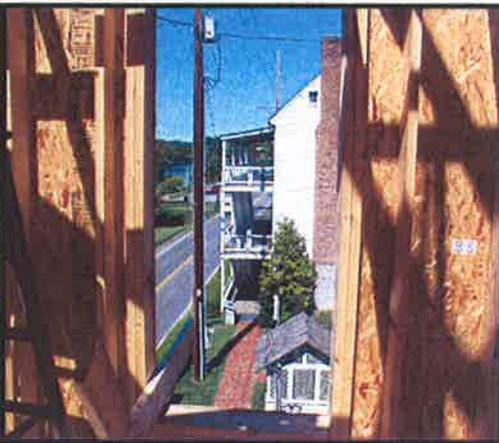
**third floor**



**from Netherland Inn Road**



**second Floor**



**third floor - looking at the Inn**

**Note: Chris McCartt**

The City met with AEP regarding the power lines along Netherland Inn Road. AEP is currently designing an extension that will raise the lines to allow for the completion at the Bank Barn. Additionally, AEP is working on a plan that would relocate the power lines off of Netherland Inn Road.

***Transportation (MPO)***

***Fordtown Road Project***

Bill Albright

Updated: July 21, 2008

***Transportation (Traffic)***

***Traffic Calming Measures***

Michael Thompson

Updated: August 13, 2008

Shadyside Traffic Calming - Devices will be installed the week of August 18-22.  
Essex & Suffolk Traffic Calming - Public Hearing was held July 29th, 2008. Staff has a meeting scheduled 8-18-08 with Preston Forest Area Neighborhood Association to review the public comments on this project.

***Netherland Terrace  
Street Lighting***

Michael Thompson

Updated: August 13, 2008

We have received a response from CSX that it looks like we will be able to get approval to place streetlight poles in their right-of-way. Next step is for AEP to file application for permit with CSX, since they will be the entity performing the work and will own the poles. It will cost the City of Kingsport \$750.00 up front for this application. This fee only covers the application and no final CSX costs will be determined until the application is submitted, reviewed and approved.



## **AGENDA**

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

#### **REGULAR BUSINESS MEETING**

**Tuesday, August 19, 2008  
Large Court Room – 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 Charles K. Marsh, Jr.

Alderman Larry A. Munsey  
Alderman Patrick W. Shull  
Alderman Jantry Shupe

#### **City Administration**

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

- I. CALL TO ORDER**
- II.A. PLEDGE OF ALLEGIANCE TO THE FLAG**
- II.B. INVOCATION** – John Brewster – Associate Minister – First Broad Street United Methodist Church
- III.B ROLL CALL**
- IV. RECOGNITIONS AND PRESENTATIONS**
  - A. Kingsport Beautification Awards - Keep Kingsport Beautiful
- V. APPROVAL OF MINUTES**
  1. August 4, 2008 Regular Work Session
  2. August 5, 2008 Regular Business Meeting

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

1. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Osborn Property and Consideration of a Resolution Adopting the Plan of Services (AF: 241-2008)
  - Public Hearing
  - Ordinance (Annexation) – First Reading
  - Ordinance (Zoning) – First Reading
  - Resolution
  
2. Public Hearing and Consideration of Ordinances to Amend the Zoning Code, Text and Map, to Zone Property Along Bloomingdale Pike to B-3, General Business District (AF: 261-2008)
  - Public Hearing
  - Ordinance (Zoning) – First Reading
  
3. Public Hearing for Annexation Annual Plan of Services Report (AF: 255-2008)
  - Public Hearing
  
4. Public Hearing and Consideration of an Ordinance to Amend Zoning of Seventy-Five (75) Parcels Located in the Downtown Area of the City of Kingsport (AF: 252-2008)
  - Public Hearing
  - Ordinance (Zoning) – First Reading
  
5. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the 108 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 253-2008)
  - Public Hearing
  - Ordinance (Annexation) – First Reading
  - Ordinance (Zoning) – First Reading
  - Resolution

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Ken Bates Related to Chase Meadows Subdivision – Phase II Consideration of an Ordinance to Appropriate Funds (AF: 262-2008)
  - Resolution
  - Ordinance – First Reading
2. Consideration of an Ordinance to Establish an ADA Paratransit Service Eligibility Appeal Process (AF: 270-2008)
  - Ordinance – First Reading
3. Consideration of a Resolution to Name the Kingsport Dog Park; Consideration of an Ordinance to Amend the City Code of Ordinances (AF: 242-2008)
  - Resolution
  - Ordinance – First Reading
4. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Rob McLean Related to Stapleton Drive – Phase I Consideration of an Ordinance to Appropriate Funds (AF: 274-2008)
  - Resolution
  - Ordinance – First Reading
5. Consideration of an Ordinance Establishing the FY09 Tax Rate for City of Kingsport Sullivan and City of Kingsport Hawkins County (AF: 275-2008)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of Ordinances to Annex/Amend Zoning of the Pierson Property (AF: 207-2008)
  - Ordinances – Second Reading and Final Adoption
2. Consideration of Ordinances to Annex/Amend Zoning of the Willey Property (AF: 215-2008)
  - Ordinances – Second Reading and Final Adoption
3. Consideration of Ordinances to Annex/Amend Zoning of the Voluntary Rock Springs South Area #6 Property (AF: 217-2008)
  - Ordinances – Second Reading and Final Adoption

**D. OTHER BUSINESS**

1. Consideration of a Resolution Authorizing the Mayor to Sign a Contract with the Tennessee Department of Transportation Accepting Federal and State Transportation Planning Funds on Behalf of the Kingsport MPO (AF: 263 - 2008)
  - Resolution
2. Consideration of a Resolution Authorizing the Mayor to Execute a Covenant of Purpose, Use and Ownership for the Economic Development Administration on the Higher Education Center Property (AF: 266 -2008)
  - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute a Quitclaim Deed to the Kingsport Housing and Redevelopment Authority (AF: 267 -2008)
  - Resolution
4. Consideration of a Resolution Awarding the Bid for the Holston Valley Medical Center Roadway and Bridge Improvements Contract 2 to Thomas Construction Co., Inc. and Authorize the Mayor to Sign all Applicable Documents (AF: 268 -2008)
  - Resolution
5. Consideration of a Resolution Authorizing the Mayor to Execute the Joint Cooperation Agreement for the Northeast Tennessee/Southwest Virginia HOME Consortium (AF: 272 -2008)
  - Resolution
6. Consideration of a Resolution Authorizing Application for Annual MPO Grant Funds and Execution of Contract Between the Tennessee Department of Transportation and the City of Kingsport on Behalf of the Kingsport MPO for Fiscal Year 2008 and Fiscal Year 2009 Federal Transit Administration Section 5303 Planning Funds (AF: 273 -2008)
  - Resolution
7. Consideration of a Resolution Authorizing the Mayor to Execute all Necessary and Proper Documents to Update the Agreement for Services for the Diabetes Management Program and to Approve a Plan Document for the Diabetes Management Program (AF: 271 -2008)
  - Resolution
8. 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: 276 -2008)
  - Resolution

**E. APPOINTMENTS**

1. Consideration of Appointment and Reappointments to Kingsport Tree Advisory Board (AF: 265-2008)
  - Approval of Appointment and Reappointments
2. Consideration of Reappointments to Beverage Board (AF: 269-2008)
  - Approval of Reappointments

**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 an Ordinance to Amend the General Project Fund, Drug Fund, Federal Transit Fund and the Sewer Project Fund Budgets (AF: 228 - 2008)
  - Ordinance– Second Reading and Final Adoption
2. Consideration of an Ordinance to Appropriate Funds to Enter into a Materials Agreement with Rob McClean Related to anchor Point – topsail Court (AF: 249 -2008)
  - Ordinance– Second Reading and Final Adoption
3. Consideration of an Ordinance to Amend the Sewer Project Fund and the Sewer Fund Budgets (AF: 257 -2008)
  - Ordinance– Second Reading and Final Adoption
4. Consideration of an Ordinance to Amend the Water Project Fund Budget by Appropriating Tennessee Municipal Bond Fund Series 2008 (AF: 259 -2008)
  - Ordinance– Second Reading and Final Adoption
5. Consideration of an Approval of Offer for Easements and Right-of-Ways for the Chase Meadows Development Sewer Extension Project (AF: 264 -2008)
  - 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  
FOR THE  
WORK SESSION  
AGENDA  
WILL BE  
E-MAILED  
AND PUT AT THE  
TABLE ON  
MONDAY  
AUGUST 18, 2008**

**MINUTES  
FOR THE  
REGULAR  
BUSINESS  
MEETING  
WILL BE  
E-MAILED  
AND PUT AT THE  
TABLE ON  
MONDAY  
AUGUST 18, 2008**



**AGENDA ACTION FORM**

**Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Osborn Property 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-241- 2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008  
 Final Adoption: September 16, 2008  
 Staff Work By: F. Koder  
 Presentation By: F. Koder

**Recommendation:**

- Hold public hearing
- Approves ordinance for annexation of the Osborn parcel 71.00 of Tax Map 105 and parcel 108.00 of Tax Map 119 as indicated on the July 2007 Sullivan County tax maps.
- Approve ordinance amending the zoning ordinance to zone the area R-1B, Single Family Residential District
- Approve a resolution adopting a plan of services for the parcels.

**Executive Summary:**

Owner initiated annexation of approximately 49.7 acres along Cox Hollow Road in the Rock Springs Area. The current county zoning in the area is R-1 and A-1. The proposed City zoning for the area is R-1B, Single family Zoning District. Approximately 1,527 linear feet of roadway is included in this annexation. Water for fire protection and sewer will require extension to the parcels. At its July 17, 2008 meeting the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning and plan of services for the Osborn annexation area to the Board of Mayor and Alderman. The Notice of Public Hearing was published August 3, 2008.

**Attachments:**

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

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

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

**ANNEXATION AND ZONING REPORT**  
**File No.: 08-301-00010**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** FORREST KODER, PLANNER

**DATE:** June 30, 2008

**APPLICANT:** Howard Osborn

**REQUESTED ACTION:** Owner initiated annexation and zoning to an R-1B Residential District of the approximately 49.7 acres in two parcels, adjacent to Cox Hollow Road and south of Rock Springs South Area #6 and on the west side of Interstate 26.

**LOCATION:** Property is located on the east side of Rock Springs Road from the previous corporate limits and is identified as Tax Map 105, Parcel 71.00 and Tax Map 119, Parcel 108.00 on the 2007 Sullivan County Tax Maps. The property is located in 13<sup>th</sup> Civil District.

**EXISTING LAND USE:** Single Family Residential and farm land.

**PROPOSED USE:** Residential Subdivision

**SURROUNDING ZONING AND LAND USE:**

**North:** County, with sporadic residential housing that is zoned R-1, Single Family Residential. Predominant land use is residential with some agricultural.

**South:** County A-1 and R-1 zoning classifications. The predominant land use is Single Family Residential. This is the area also designated for annexation in 2010 per the Annexation Plan for the area.

**East:** City of Kingsport via Interstate 26 with the predominant land use being single family residential with many backing up to Interstate 26 and others fronting on Cox Hollow Road with the Gateway Commerce Park across Cox Hollow Road from the subject property.

**West:** County A-1 and R-1 zoning, with the predominant land use being residential and agricultural. This is the area also designated for annexation in 2010 per the Annexation Plan for the area.

**LAND USE PLAN(S):** The site is within the scope of the 2010 Land Use Plan (Kingsport Land use Plan, 1988). This area is recommended for Single-Family use according to the study.

**UTILITIES:** Water is furnished to the site; however there will be the need to upgrade the lines in order to provide adequate fire protection. The existing two-inch water line on Cox Hollow Road will be upgraded to provide adequate fire protection. Sanitary Sewer is not provided to the parcels and must be extended to the site from the line located on the Gateway Commerce Park property via a 12" sanitary sewer line that will be extended toward Cox Hollow Road to serve these two parcels.

**TRANSPORTATION:** The property is located on Cox Hollow Road and this street is listed as a collector street according to the 2010 Major Street and Road Plan (2000). This annexation will include approximately 1,527 linear feet of Cox Hollow Road right-of-way to be contiguous with the city.

**PHYSICAL CHARACTERISTICS:** The properties proposed for annexation and zoning total 49.7 acres in area and have a street frontage of approximately 200 linear feet of Cox Hollow Road for both parcels. The properties have an average depth of 1900 feet and 700 feet respectively and the single family residential structure sits on both lots. Access to the residences is gained from Cox Hollow Road.

**OPTIONS:** The Planning Commission's options are as follows:

1. Approve the annexation, zoning and Plan of Services request and send a favorable recommendation to the Board of Mayor and Alderman.
2. Disapprove the annexation and state the reasons for denial in writing.
3. Postpone action pending receipt of additional information.

**STAFF RECOMMENDATION:** The Planning Division recommends the annexation, zoning and Plan of Services of the parcels as identified to the Planning Commission and the Board of Mayor and Alderman. 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 as a whole.
5. It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.
6. This annexation is in keeping with the adopted five-year annexation plan for the Rock Springs area and the services the City can provide to the territory.

## **Cost/Benefit Analysis – Osborn Property – Cox Hollow Road**

Before any territory may be annexed, Tennessee Code Annotated (TCA) 6-51-102(b)(1) and (2) requires the governing body to adopt a Plan of Services which establishes the services to be provided and projected delivery time for said services. At a minimum the Plan of Services shall include the following: police protection, fire protection, water service, electrical service, sanitary sewer service, solid waste collection, road and street construction and repair, recreational facilities and programs, street lighting and zoning services. Additionally if the municipality maintains a separate school system, the plan shall include schools and provisions specifically addressing the impact, if any, of the annexation on school attendance zones.

The City of Kingsport incurs the costs associated with providing all properties annexed the required services as mandated by TCA. These services are listed on the following pages under Plan of Services and their respective timeline. As the narrative illustrates, the majority of services are either already being furnished or are not applicable in this particular case. The largest amount of capital expense is related to water and sewer. These costs are covered in the charts following this narrative; however some explanation is required in how these figures were obtained.

### **BENEFITS - REVENUES**

There is no sanitary sewer line running to the properties. There is a twelve (12) inch sanitary sewer line in the Gateway Commerce Park that would be extended, which ends at the present corporate limits which would be extended down Cox Hollow Road to the property considered for annexation. According to Hank Clabaugh, City Engineer, this would require approximately 3,400 linear feet of eight (8) inch and twelve (12") gravity sewer line to serve the properties at a cost of \$335,000.

There is a two (2) inch water line that runs parallel to the parcels along Cox Hollow Road that currently provide potable water to the properties. However this will require upgrading in order to furnish enough pressure to provide fire protection. According to Sam Chase of the Water Department, this will require the installation of a minimum six (6) inch water line to meet fire protection standards. This will amount to a minimum of 1000 linear feet of six (6) inch water line and two fire hydrants at a cost of \$22,000.

Based on the estimated population of 4 people, should the area be annexed into the City, an estimated \$405.44 in revenue would be acquired by the City of Kingsport from the State of Tennessee. This is based on the state shared per capita amount of \$101.36 per person multiplied by the total population of the area. Once utilities are furnished, the property will be subdivided and as the subdivision is built-out, this figure will increase accordingly.

Projected revenues for Pierson Annexation would include the following:

<b>Reoccurring Revenue</b>	<b>Amount</b>	<b>Estimated Revenue</b>
Property Tax	2 parcels	\$1,088.47
State Revenue Share	\$101.36/person	405.44
Water Usage		259.44
Sewage Usage		<u>0</u>
	<b>Total:</b>	<b>\$1,753.35</b>

<b>One-Time Revenue</b>	<b>Amount</b>	<b>Estimated Revenue</b>
Sewer Tap Fees	\$1,950.00 ea.	\$1,950
Water Tap Fee	<u>\$665.00 ea.</u>	<u>0</u>
	<b>Total:</b>	<b>\$1,950</b>

Note: The property tax figures are based on real estate assessments for each parcel taken from the Sullivan County Property Tax Assessor's 2005 appraisal. Water and sewer rates are estimated usage of 7,500 gallons per month for a family of three to four individuals. Both the tap fees and the water and sewer usage figures are for individual, single inhabitant even if the parcel is currently vacant.

### **COSTS**

In summary the City of Kingsport would incur expenses totaling \$357,000 for the installation of water lines and fire hydrant upgrade for fire protection and sanitary sewer service. Additionally the cost associated with the maintenance of the roadways, garbage and trash pick-up, snow removal etc., would be absorbed by the City of Kingsport. According to Ronnie Hammonds, this would amount to an additional expenditure of \$9,234.00 of which \$5,319.00 would be a one time capital cost with the balance as an annual cost.

### **Statistics for the Osborn Annexation**

Population	4
Miles of Roadway Annexed	1000 linear feet
Acres included in Annexation	49.7
Existing Land Use	Existing Residential, Farmland.
Proposed Land Use	Residential Subdivision
Proposed Zoning	City – R-1B, Single Family.
Cost of Utility Improvements	\$357,000
Annual Revenue (reoccurring) Water/Sewer/Property Taxes Net Revenue	\$1,347.91
Loss in Revenue – Water/Sewer City rate/ County rate	\$420.00
State Revenue Sharing per Capita \$101.36/ person – Population of 170	\$405.44
Annual Revenue (one-time) Sewer & Water Taps when Available.	\$1,950.00
Additional Cost – Road Maintenance, Street Lights. One Time.	\$5,319.50
Annual Cost; Police Officer, Garbage, Road Maintenance, Trash, etc.	\$3,914.66

**\*Note:** The majority of basic services can be handled under the current structure by many of the individual departments. It must be noted however that as development begins within these new subdivisions, the departments such as Police and Public Works have stated that additional resources will be needed in both equipment and manpower in order to supply services to this area that all residents of the City are accustomed to having.

## Osborn Annexation Revenue Scenarios

Total Acres: 45 acres

Initial proposal while in the County was the development of a 23 lot subdivision with mostly estate size lots.

With annexation and the addition of sanitary sewer to the proposed development, density can increase and lot size can decrease with an R-1B City zoning classification.

### **Possible Scenarios:**

80-100 lot subdivision – below maximum density, but would create lot sizes equivalent to approximately .45 to .56 acres in area or right at one half acre per lot.

If the average selling price of each unit is not below \$250,000, the minimum property taxes the City could expect from a 90% build-out would be as follows:

\$250,000 home assessed value =  $\$62,500 \times 2.30 / 100 = \$1,437.50$  / home or a total of \$103,500 for 72 homes on an annual basis.

\$250,000 home assessed value =  $\$62,500 \times 2.30 / 100 = \$1,437.50$  / home or a total of \$129,375 for 90 homes on an annual basis.

Naturally the more expensive the home, the higher the assessed value and the more property taxes paid to the City of Kingsport to offset the cost of providing City services to the residents of the subdivision.

## **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 19, 2008 to consider the annexation, zoning and Plan of Services for the area identified as the Osborn Property, adjacent to Cox Hollow Road. 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 southeast corner of parcel 71.00 of Tax Map 105 and on the western right-of-way of Cox Hollow Road; thence in a northwesterly direction approximately 700.00 feet to a point, said point being the southwest corner of parcel 71; thence in a northeasterly direction approximately 332 feet to a point, said point being on the property line of both parcels 71.00 and 65.00; thence in an southeasterly direction approximately 442.00 feet to a point; thence in an southerly direction approximately 134.00 feet to a point; thence in a southeasterly direction approximately 234 feet to a point, said point being on the western right-of-way of Cox Hollow Road; thence crossing Cox Hollow Road in an easterly direction approximately 50.00 feet to a point, said point being on the western property line of parcel 74.20; thence in a southerly direction following the eastern right-of-way of Cox Hollow Road approximately 1,544 feet to a point, said point being the southwest corner of parcel 106.00 of Tax Map 119 and on the eastern right-of-way of Cox Hollow Road; thence in a westerly direction crossing the right-of-way of Cox Hollow Road approximately 50.00 feet to a point; said point being on the western right-of-way of Cox Hollow Road and the southeast corner of parcel 108.00; thence in a westerly direction approximately 561.00 feet to a point; thence in a southerly direction approximately 362.00 feet to a point; thence in a southwesterly direction approximately 330.00 feet to a point; thence in a northwesterly direction approximately 620.00 feet to a point, said point being common to parcel 111.00 and is the northwestern most point of parcel 111.00; thence in a southwesterly direction approximately 402.00 feet to a point; thence in a northwesterly direction approximately 761.00 feet to a point, said point being on the property corner common to parcels of parcel 108.00 and 116.00; thence in a northeasterly direction approximately 171.00 feet to a point; thence in a northeasterly direction approximately 1,073.00 feet to a point; thence in a northeasterly direction approximately 479.00 feet to a point, said point being the northern most corner of parcel 108.00; thence in a southeasterly direction approximately 570.00 feet to a point; thence in a southwesterly direction approximately 189.00 feet to a point, thence in a southeasterly direction approximately 181.00 feet to a point; thence in a southeasterly direction approximately 229.00 feet to a point; thence in a easterly direction approximately 944 feet to a point, said point being the northern most corner of parcel 108.00 adjacent to the western right-of-way of Cox Hollow Road; thence in a northerly direction following the western right-of-way of Cox Hollow Road approximately 1,038 to the point of **BEGINNING**, and being all of parcel 108.00 of Tax Map 119 and parcel 71.00 of Tax Map 105 and that portion of Cox Hollow Road as indicated on April 2007 Sullivan County tax maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description and Plan of Services are on file in the offices of the City Manager, located at 225 W. Center St.; offices of the Planning Department, located at 201 W. Market St. and Kingsport Public Library located at 400

Broad St. for public inspection during all business hours. 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

PIT: 08/03/08

# 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 14TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE OSBORN 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 19th day of August, 2008, and notice thereof published in the Kingsport Times-News on the 3rd day of August, 2008; and

WHEREAS, the City of Kingsport, under the authority granted it by Tenn. Code Ann., §6-51-102, initiated the annexation of the territory herein described to the City of Kingsport; and

WHEREAS, it appears that the prosperity of the City and of the territory herein described may be materially retarded and the safety and welfare of the property thereof endangered if such property is not 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 19th day of August, 2008 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 authority conferred by Tenn. Code Ann., §6-51-102, et seq., there is hereby 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. 14 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the southeast corner of parcel 71.00 of Tax Map 105 and on the western right-of-way of Cox Hollow Road; thence in a northwesterly direction approximately 700.00 feet to a point, said point being the southwest corner of parcel 71; thence in a northeasterly direction approximately 332 feet to a point, said point being on the property line of both parcels 71.00 and 65.00; thence in an southeasterly direction approximately 442.00 feet to a point; thence in an southerly direction approximately 134.00 feet to a point; thence in a southeasterly direction approximately 234 feet to a point, said point being on the western right-of-way of Cox Hollow Road; thence crossing Cox Hollow Road in an easterly direction approximately 50.00 feet to a point, said point being on the western property line of parcel

74.20; thence in a southerly direction following the eastern right-of-way of Cox Hollow Road approximately 1,544 feet to a point, said point being the southwest corner of parcel 106.00 of Tax Map 119 and on the eastern right-of-way of Cox Hollow Road; thence in a westerly direction crossing the right-of-way of Cox Hollow Road approximately 50.00 feet to a point; said point being on the western right-of-way of Cox Hollow Road and the southeast corner of parcel 108.00; thence in a westerly direction approximately 561.00 feet to a point; thence in a southerly direction approximately 362.00 feet to a point; thence in a southwesterly direction approximately 330.00 feet to a point; thence in a northwesterly direction approximately 620.00 feet to a point, said point being common to parcel 111.00 and is the northwestern most point of parcel 111.00; thence in a southwesterly direction approximately 402.00 feet to a point; thence in a northwesterly direction approximately 761.00 feet to a point, said point being on the property corner common to parcels of parcel 108.00 and 116.00; thence in a northeasterly direction approximately 171.00 feet to a point; thence in a northeasterly direction approximately 1,073.00 feet to a point; thence in a northeasterly direction approximately 479.00 feet to a point, said point being the northern most corner of parcel 108.00; thence in a southeasterly direction approximately 570.00 feet to a point; thence in a southwesterly direction approximately 189.00 feet to a point, thence in a southeasterly direction approximately 181.00 feet to a point; thence in a southeasterly direction approximately 229.00 feet to a point; thence in a easterly direction approximately 944 feet to a point, said point being the northern most corner of parcel 108.00 adjacent to the western right-of-way of Cox Hollow Road; thence in a northerly direction following the western right-of-way of Cox Hollow Road approximately 1,038 to the point of BEGINNING, and being all of parcel 108.00 of Tax Map 119 and parcel 71.00 of Tax Map 105 and that portion of Cox Hollow Road as indicated on April 2007 Sullivan County tax maps.

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

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

ATTEST:

\_\_\_\_\_  
JIM DEMMING  
City Recorder

APPROVED AS TO FORM:

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

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG COX HOLLOW ROAD KNOWN AS THE OSBORN ANNEXATION TO R-1B SINGLE FAMILY RESIDENTIAL DISTRICT, IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Cox Hollow Road known as the Osborn Annexation to R-1B, Single Family Residential District in the 14<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southeast corner of parcel 71.00 of Tax Map 105 and on the western right-of-way of Cox Hollow Road; thence in a northwesterly direction approximately 700.00 feet to a point, said point being the southwest corner of parcel 71; thence in a northeasterly direction approximately 332 feet to a point, said point being on the property line of both parcels 71.00 and 65.00; thence in an southeasterly direction approximately 442.00 feet to a point; thence in an southerly direction approximately 134.00 feet to a point; thence in a southeasterly direction approximately 234 feet to a point, said point being on the western right-of-way of Cox Hollow Road; thence crossing Cox Hollow Road in an easterly direction approximately 50.00 feet to a point, said point being on the western property line of parcel 74.20; thence in a southerly direction following the eastern right-of-way of Cox Hollow Road approximately 1,544 feet to a point, said point being the southwest corner of parcel 106.00 of Tax Map 119 and on the eastern right-of-way of Cox Hollow Road; thence in a westerly direction crossing the right-of-way of Cox Hollow Road approximately 50.00 feet to a point; said point being on the western right-of-way of Cox Hollow Road and the southeast corner of parcel 108.00; thence in a westerly direction approximately 561.00 feet to a point; thence in a southerly direction approximately 362.00 feet to a point; thence in a southwesterly direction approximately 330.00 feet to a point; thence in a northwesterly direction approximately 620.00 feet to a point, said point being common to parcel 111.00 and is the northwestern most point of parcel 111.00; thence in a southwesterly direction approximately 402.00 feet to a point; thence in a northwesterly direction approximately 761.00 feet to a point, said point being on the property corner common to parcels of parcel 108.00 and 116.00; thence in a northeasterly direction approximately 171.00 feet to a point; thence in a northeasterly direction approximately 1,073.00 feet to a point; thence in a northeasterly direction approximately 479.00 feet to a point, said point being the northern most corner of parcel 108.00; thence in a southeasterly direction approximately 570.00 feet to a point; thence in a southwesterly direction approximately 189.00 feet to a point, thence in a southeasterly direction approximately 181.00 feet to a point; thence in a southeasterly direction approximately 229.00 feet to a point; thence in a easterly direction approximately 944 feet to a point, said point being the northern most corner of parcel 108.00 adjacent to the western right-of-way of Cox Hollow Road; thence in a northerly direction following the western right-of-way of Cox Hollow Road approximately 1,038 to the point of BEGINNING, and being all of parcel 108.00 of Tax Map 119 and parcel 71.00 of Tax Map 105 and that portion of Cox Hollow Road as indicated on April 2007 Sullivan County tax maps.

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

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

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

ATTEST:

\_\_\_\_\_  
LIZ GILBERT  
Deputy City Recorder

APPROVED AS TO FORM:

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

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

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

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE  
OSBORN 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 annexation of the Osborn Property was submitted to the Kingsport Regional Planning Commission on July 17, 2008, 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 19, 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 August 3, 2008; 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 14th Civil District of Sullivan County, Tennessee, commonly known as the Osborn Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southeast corner of parcel 71.00 of Tax Map 105 and on the western right-of-way of Cox Hollow Road; thence in a northwesterly direction approximately 700.00 feet to a point, said point being the southwest corner of parcel 71; thence in a northeasterly direction approximately 332 feet to a point, said point being on the property line of both parcels 71.00 and 65.00; thence in an southeasterly direction approximately 442.00 feet to a point; thence in an southerly direction approximately 134.00 feet to a point; thence in a southeasterly direction approximately 234 feet to a point, said point being on the western right-of-way of Cox Hollow Road; thence crossing Cox Hollow Road in an easterly direction approximately 50.00 feet to a point, said point being on the western property line of parcel 74.20; thence in a southerly direction following the eastern right-of-way of Cox Hollow Road approximately 1,544 feet to a point, said point being the southwest corner of parcel 106.00 of Tax Map 119 and on the eastern right-of-way of Cox Hollow Road; thence in a westerly direction crossing the right-of-way of Cox Hollow Road approximately 50.00 feet to a point; said point being on the western right-of-way of Cox Hollow Road and the southeast corner of parcel 108.00; thence in a westerly direction approximately 561.00 feet to a point; thence in a southerly direction approximately 362.00 feet to a point; thence in a southwesterly direction approximately 330.00 feet to a point; thence in a northwesterly direction approximately 620.00 feet to a point, said point being common to parcel 111.00 and is the northwestern most point

of parcel 111.00; thence in a southwesterly direction approximately 402.00 feet to a point; thence in a northwesterly direction approximately 761.00 feet to a point, said point being on the property corner common to parcels of parcel 108.00 and 116.00; thence in a northeasterly direction approximately 171.00 feet to a point; thence in a northeasterly direction approximately 1,073.00 feet to a point; thence in a northeasterly direction approximately 479.00 feet to a point, said point being the northern most corner of parcel 108.00; thence in a southeasterly direction approximately 570.00 feet to a point; thence in a southwesterly direction approximately 189.00 feet to a point, thence in a southeasterly direction approximately 181.00 feet to a point; thence in a southeasterly direction approximately 229.00 feet to a point; thence in a easterly direction approximately 944 feet to a point, said point being the northern most corner of parcel 108.00 adjacent to the western right-of-way of Cox Hollow Road; thence in a northerly direction following the western right-of-way of Cox Hollow Road approximately 1,038 to the point of BEGINNING, and being all of parcel 108.00 of Tax Map 119 and parcel 71.00 of Tax Map 105 and that portion of Cox Hollow Road as indicated on April 2007 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 Osborn 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:

**Osborn Annexation  
Cox Hollow 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 (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 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 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.
- 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 \_\_\_\_\_ 2008.

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

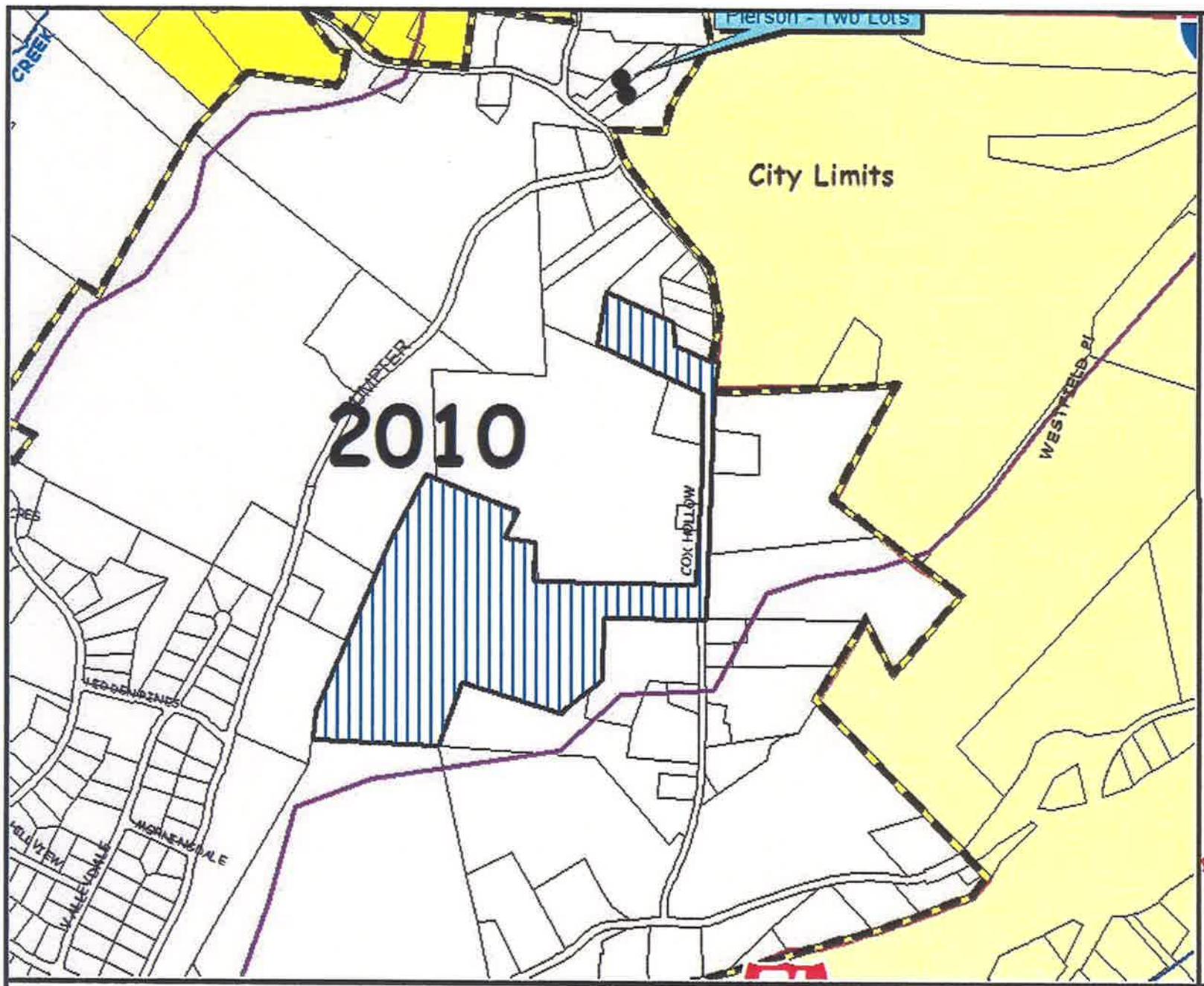
ATTEST:

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

APPROVED AS TO FORM:

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

# Annexation Rock Springs South Osborn Vicinity Map



Rock Springs South Annexations

**LEGEND**

- UGBA
- City Limits
- Streams
- Ridge Lines
- Annex Areas

Kingsport & UGBA



**Rock Springs South - Osborn Parcels**





**AGENDA ACTION FORM**

**Public Hearing and Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property Along Bloomingdale Pike to B-3, General Business District**

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

Action Form No.: AF-261-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008  
 Final Adoption: September 16, 2008  
 Staff Work By: Karen Combs  
 Presentation By: Karen Combs

**BMA Strategic Plan 2005-2006**  
 (CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)  
 CV #:  
 KSF #  
 KSO #

**Recommendation:**

- Hold public hearing.
- Approve ordinance amending the zoning ordinance to rezone the area from A-1, Agricultural District to B-3, General Business District.

**Executive Summary:**

The request is to rezone approximately 1 acre along Bloomingdale Pike. This is an owner requested rezoning to allow for development of the lot. The Kingsport Regional Planning Commission sent a favorable recommendation for this request during their July 17, 2008 meeting to the Board of Mayor and Alderman. Adjacent city zoning and land use is commercial. Water and Sewer are available to the site and are adequate to serve this development. The Notice of Public Hearing was published August 4, 2008.

**Attachments:**

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

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Maness	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Phillips	—	—	—

**REZONING REPORT**  
**File No.: 08-101-00013**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** Karen B. Combs, PLANNER

**DATE:** August 11, 2008

**APPLICANT:** Larry Neil, Property Owner; First Chance Realty

**REQUESTED ACTION:** City rezoning of approximately 1 acre of property from A-1, Agricultural District to B-3, General Business District.

**LOCATION:** Property fronts Bloomingdale Pike as identified on Tax Map 46B, Group A Parcel 2 on the 2008 Sullivan County Tax Maps. The lot is located in 11<sup>th</sup> Civil District.

**EXISTING LAND USE:** Vacant

**PROPOSED USE:** commercial development

**SURROUNDING ZONING AND LAND USE:**

**North:** A-1, Agricultural District that is currently vacant.

**South:** B-3, General Business District.

**East:** B-3, General Business District with vacant property.

**West:** B-3, General Business District

**LAND USE PLAN (S):** The site is inside the 2010 Conceptual Land Use Plan (Kingsport Land use Plan, 1988) and the recommended land use for this area according to the plan is Commercial.

**UTILITIES:** Water and Sanitary sewer are furnished to the site and is adequate for the development.

**TRANSPORTATION:** The property is located on the corner of Bloomingdale Pike and Larry Neil Way. Bloomingdale Pike is listed as a Minor Arterial and Larry Neil Way is listed as a local street according to the Major Street & Road Plan (2000). There will be an entrance into the

development off of Bloomingdale Pike and one off of Larry Neil Way. This should promote essential traffic flow.

**PHYSICAL CHARACTERISTICS:**

The property requesting rezoning totals approximately 1 acre in area and fronts Bloomingdale Pike. Staff does not foresee any problems in developing this site to B-3 standards.

**OPTIONS:**

The Planning Commission's options are as follows:

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

**STAFF**

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

1. The rezoning conforms with the adopted Long Range Land Use Plan
2. This request is compatible and in keeping with the existing surrounding zoning and land uses.
3. This request would be an extension of the B-3 zoning.

## **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 19, 2008 to consider the rezoning for Parcel 2.1 on tax map 46B located along Bloomingdale Pike from A-1, Agricultural District, to B-3, General Business District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

**BEGINNING** at a point, said point being marked by an iron pin approximately 50 feet from the centerline of Bloomingdale Pike and being the southwest corner of the property herein described and the southeast corner of parcel 2.0, group A as shown on the April 2008 Sullivan County tax map 46B; thence  $N46^{\circ}34'31''W$ , 215.92 feet to an iron pin; thence  $N51^{\circ}04'55''E$ , 243.09 feet to an iron pin and the western edge of the right-of-way for Larry Neil Way; thence with the western edge of the right-of-way of Larry Neil Way chord bearing  $S27^{\circ}49'43''E$ , chord length 21.90', arc length 21.92' and a radius of 140.00' to an iron pin; thence continuing with the western edge of the right-of-way of Larry Neil Way  $S23^{\circ}20'36''E$ , 110.00 feet to an iron pin; thence continuing with the western edge of the right-of-way of Larry Neil Way chord bearing  $S32^{\circ}05'37''E$ , chord length 57.80', arc length 58.03' and a radius of 190.00' to an iron pin; thence continuing with the western edge of the right-of-way of Larry Neil Way  $S40^{\circ}50'36''E$ , 8.64 feet to an iron pin; thence with the western edge of the right-of-way of Larry Neil Way and the northern edge of the right-of-way of Bloomingdale Pike chord bearing  $S04^{\circ}20'36''W$ , chord length 28.38', arc length 31.55' and a radius of 20.00' to an iron pin; thence with the northern edge of the right-of-way of Bloomingdale Pike chord bearing  $S50^{\circ}53'32''W$ , chord length 135.71', arc length 135.72' and a radius of 2853.99' to an iron pin; thence continuing with the northern edge of the right-of-way of Bloomingdale Pike chord bearing  $S52^{\circ}54'06''W$ , chord length 18.85', arc length 18.85' and a radius of 834.40' to an iron pin and the point of beginning, and containing 1.00 acres, more or less, all as shown on the survey of William J. Huffman, Tennessee Registered Land Surveyor No. 1751, dated June 10, 2008 and recorded in the Office of the Register of Deeds for Sullivan County, Tennessee in Book P0052, Page 0736.

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

**CITY OF KINGSPORT**  
Liz Gilbert, City Clerk  
PIT: 8/4/08

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

**AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG BLOOMINGDALE PIKE TO B-3, GENERAL BUSINESS DISTRICT, IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Bloomingdale Pike to B-3, General Business District in the 11<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:**

**BEGINNING at a point, said point being marked by an iron pin approximately 50 feet from the centerline of Bloomingdale Pike and being the southwest corner of the property herein described and the southeast corner of parcel 2.0, group A as shown on the April 2008 Sullivan County tax map 46B; thence N46°34'31"W, 215.92 feet to an iron pin; thence N51°04'55"E, 243.09 feet to an iron pin and the western edge of the right-of-way for Larry Neil Way; thence with the western edge of the right-of-way of Larry Neil Way chord bearing S27°49'43"E, chord length 21.90', arc length 21.92' and a radius of 140.00' to an iron pin; thence continuing with the western edge of the right-of-way of Larry Neil Way S23°20'36"E, 110.00 feet to an iron pin; thence continuing with the western edge of the right-of-way of Larry Neil Way chord bearing S32°05'37"E, chord length 57.80', arc length 58.03' and a radius of 190.00' to an iron pin; thence continuing with the western edge of the right-of-way of Larry Neil Way S40°50'36"E, 8.64 feet to an iron pin; thence with the western edge of the right-of-way of Larry Neil Way and the northern edge of the right-of-way of Bloomingdale Pike chord bearing S04°20'36"W, chord length 28.38', arc length 31.55' and a radius of 20.00' to an iron pin; thence with the northern edge of the right-of-way of Bloomingdale Pike chord bearing S50°53'32"W, chord length 135.71', arc length 135.72' and a radius of 2853.99' to an iron pin; thence continuing with the northern edge of the right-of-way of Bloomingdale Pike chord bearing S52°54'06"W, chord length 18.85', arc length 18.85' and a radius of 834.40' to an iron pin and the point of beginning, and containing 1.00 acres, more or less, all as shown on the survey of William J. Huffman, Tennessee Registered Land Surveyor No. 1751, dated June 10, 2008 and recorded in the Office of the Register of Deeds for Sullivan County, Tennessee in Book P0052, Page 0736.**

**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

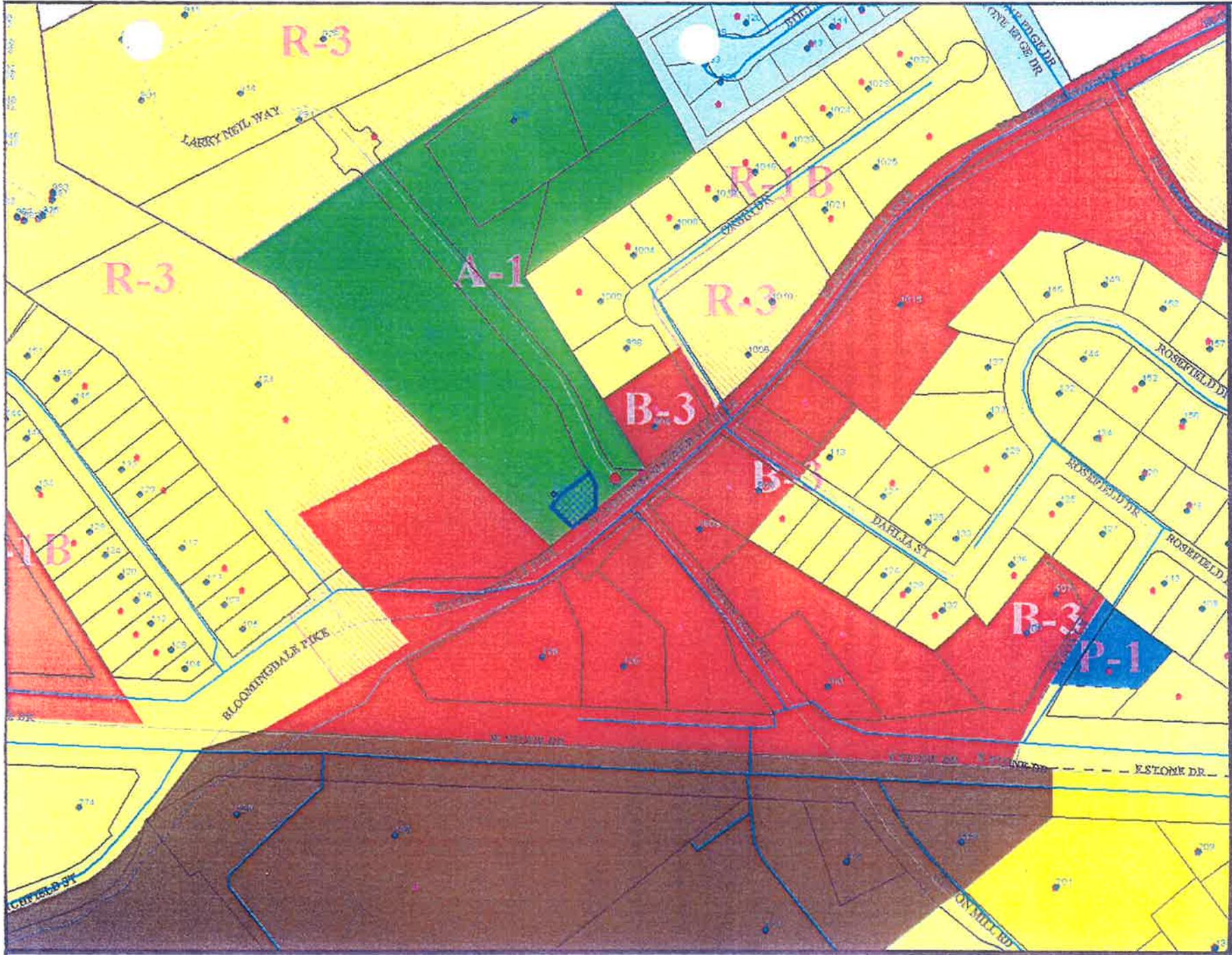
ATTEST:

\_\_\_\_\_  
ELIZABETH A. GILBERT  
Deputy City Recorder

APPROVED AS TO FORM:

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

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



- Parcel
- Water Lines
- UGS
- Channel Lines
- Address
- Building Permit
- Sewer
- Street
- Right-of-Way
- Quack
- Road/Street/Conservation/Overlay
- Zoning



# Bloomingdale Pike request

1 in. = 276.9 feet



**INITIAL PLAN OF SERVICE REPORT  
FOR ORDINANCE NUMBER: 5636**

<b><u>Annexation Area</u></b>	<b><u>Effective Date</u></b>	<b><u>POS Deadline</u></b>	<b><u>Est. Completion</u></b>
Kendrick Annexation Ordinance No. 5636	02/14/07	water (one hydrant) Street Lights (one lamp)	Sep 2009 Sep 2008

## **NOTICE OF PUBLIC HEARING**

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the PLAN OF SERVICE PROGRESS REPORT, on the following annexation area during its August 19, 2008 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Kendrick, Ord. No. 5636

Effective Date: 2/14/2008

POS, deadline: water upgrade (one hydrant) within 5 years; street lighting upgrade estimated completion within 5 years

City of Kingsport  
Liz Gilbert, Finance Dept.  
P1T: 8/4/08

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.

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

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12. **Traffic Control**

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

13. **Inspection Services**

All inspection services now provided by the city on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed 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

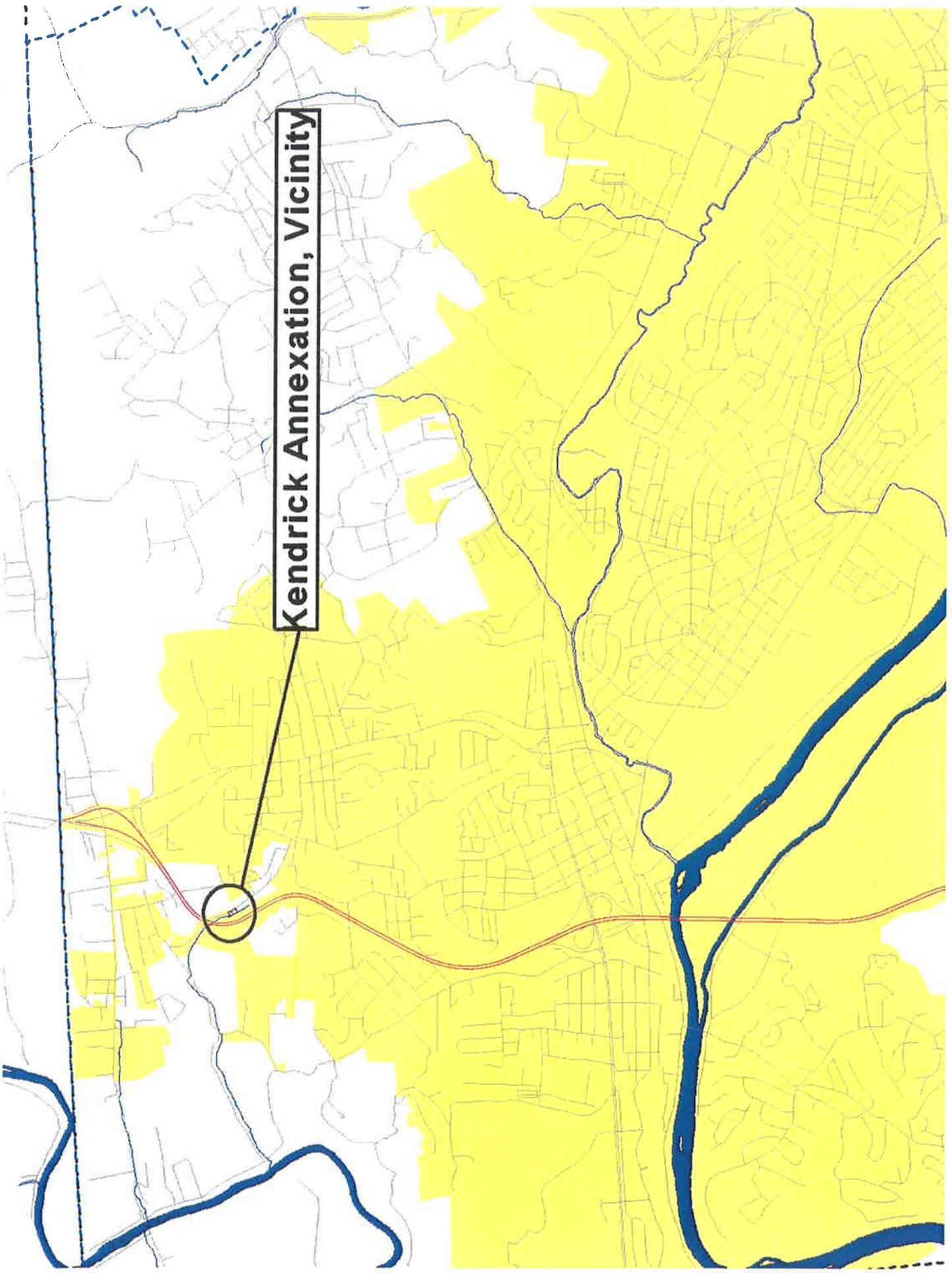
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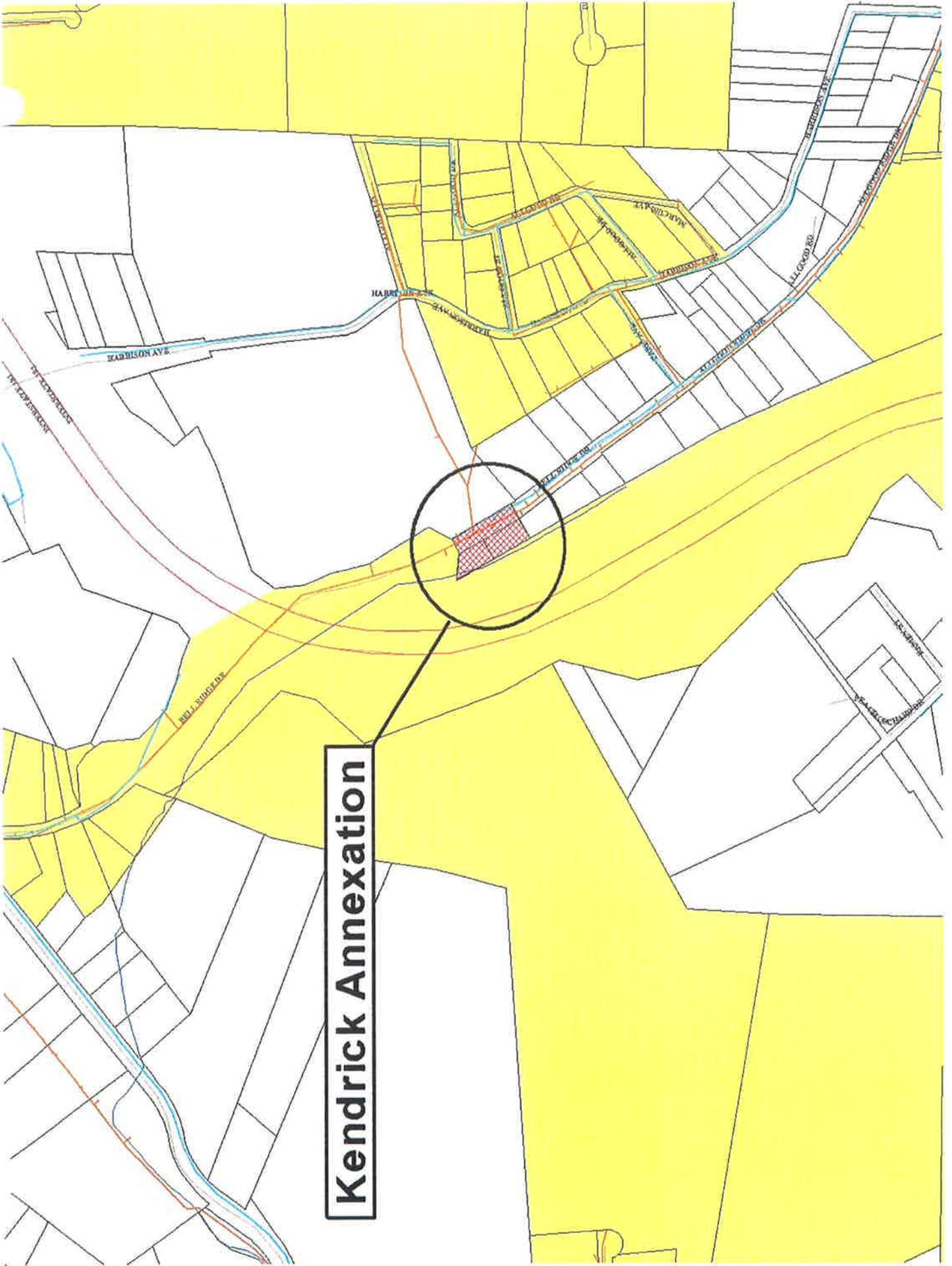
\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

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

**Kendrick Annexation, Vicinity**





**Kendrick Annexation**



**AGENDA ACTION FORM**

**Public Hearing and Consideration of an Ordinance to Amend Zoning of Seventy-Five (75) Parcels Located in the Downtown Area of the City of Kingsport**

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

Action Form No.: AF-252-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008  
 Final Adoption: September 16, 2008  
 Staff Work By: K. Weems  
 Presentation By: K. Weems

**Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone sixty-eight (68) parcels from M-1, Light Industrial District and seven (7) parcels from M-2, General Industrial District to B-2, Central Business District.

**Executive Summary:**

The request is to rezone approximately 37 acres which includes parcels 24 and 25, Tax Map 46I; parcels 1, 2, 11-16, and 24-30, Tax Map 46P, and parcels 26.01, 27, 27.02, 27.04, and 27.05, Tax Map 46O; parcels 15, 19-21, and a portion of parcel 11, Tax Map 46O; parcels 52-56, 11, and 17-28, Tax Map 61B, and parcels 46-56, a portion of parcel 57, and a portion of parcel 58, Tax Map 46O; parcels 3.01 and 3.05, Tax Map 46P; parcel 6 and 6.10, Tax Map 46P; and parcels 12, 14, and a portion of parcel 11, Tax Map 46O, as shown on the 2008 Sullivan County Tax Maps. This rezoning was initiated by the Kingsport Regional Planning Commission. The proposed zoning for the area is City B-2. Adjacent city zoning is B-2, Central Business District; R-1B, Single Family; P-1, Professional Office District; M-2, General Industrial District; and M-1, Light Industrial District. The proposed zoning is compatible with the surrounding zoning in the area and helps protect the current land uses inside the rezoning area. Adequate water and sewer are available to all parcels. During their 17 July 2008 regular meeting, the Kingsport Regional Planning Commission voted unanimously (7-0) to send a favorable recommendation for the rezoning of the parcels to the Board of Mayor and Alderman. The Notice of Public Hearing was published 4 August 2008.

**Attachments:**

1. Public Notice
2. Zoning Ordinance
3. Downtown Industrial Zoning Study

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

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, August 19, 2008 to consider the rezoning for Parcels 24 and 25, Tax Map 46I; 1, 2, 11-16, and 24-30, Tax Map 46P, and parcels 26.01, 27, 27.02, 27.04, and 27.05, Tax Map 46O; 15, 19-21, and a portion of parcel 11, Tax Map 46O; 52-56, 11, and 17-28, Tax Map 61B, and parcels 46-56, a portion of parcel 57, and a portion of parcel 58, Tax Map 46O located on Press Street, East Main Street, and East Sullivan Street from M-1, Light Industrial District to B-2, Central Business District and parcels; and a portion of parcels 3.01 and 3.05, Tax Map 46P; 6 and 6.10, Tax Map 46P; 12, 14, and a portion of parcel 11, Tax Map 46O located on East Main Street and East Sullivan Street from M-2, General Industrial District to B-2, Central Business District, collectively identified in the Downtown Industrial Zoning Study.

The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the southeastern corner of parcel 25, as shown on Sullivan County Tax Map 46I; thence in a westerly direction, approximately 93 feet to a point, said point being the southwestern corner of parcel 25; thence in a northerly direction, approximately 148 feet to a point, said point being the northwestern corner of parcel 25; thence in a westerly direction, approximately 364 feet to a point, said point being the southwestern corner of parcel 24; thence in a westerly direction, moving perpendicular to Clinchfield Street, approximately 33 feet to a point, said point being the centerline of Clinchfield Street; thence in a northwesterly direction, following the centerline of Clinchfield Street, approximately 325 feet to a point, said point being the intersection of the centerline of Clinchfield Street and the centerline of Press Street; thence in an easterly direction, following the center line of Press Street, approximately 636 feet to a point; thence in a southerly direction, approximately 432 feet to the point of BEGINNING, and being all of parcels 24 and 25, Tax Map 46I, as shown on the April 2008 Sullivan County tax maps.

BEGINNING at a point, said point being the intersection of the centerline of Cherokee Street and the centerline of East Main Street, as shown on Sullivan County Tax Map 46P; thence in an easterly direction, following the centerline of East Main Street, approximately 1,225 feet to a point; thence in a northerly direction, traveling through the parcel boundary of parcel 26 and 26.01, Tax Map 46O, approximately 158 feet to a point; thence in an easterly direction, approximately 36 feet to a point; thence in a northerly direction, approximately 262 feet to point; thence in a westerly direction, approximately 1,260 feet to a point, said point being the centerline of Cherokee Street; thence in a southerly direction, approximately 432 feet to the point of BEGINNING, and being all of parcels 1, 2, 11-16, and 24-30, Tax Map 46P, and parcels 26.01, 27, 27.02, 27.04, and 27.05, Tax Map 46O as shown on the April 2008 Sullivan County tax maps.

BEGINNING at a point, said point being the centerline of East Main Street, approximately 34 feet south of the southeastern corner of parcel 15, as shown on Sullivan County Tax Map 46O;

thence in a northerly direction, approximately 428 feet to a point; thence in a westerly direction, approximately 342 feet to a point; thence, in a southerly direction, approximately 258 feet to a point; thence in an easterly direction, approximately 162 feet to a point; thence in a southerly direction, approximately 158 feet to the centerline of East Main Street; thence in an easterly direction, approximately 190 feet to the point of BEGINNING, and being all of parcels 15, 19-21, and a portion of parcel 11, Tax Map 46O as shown on the April 2008 Sullivan County tax maps.

BEGINNING at a point, said point being the centerline of East Sullivan Street, approximately 33 feet south of the southeastern corner of parcel 4, as shown on Sullivan County Tax Map 61B; thence in a northerly direction, approximately 184 feet to a point, in common with the center of the Dale Alley; thence in a northwesterly direction, following the center of the Dale Alley, approximately 1,882 feet to a point; thence in a southwesterly direction, approximately 184 feet to a point in common with the centerline of East Sullivan Street; thence in a southeasterly direction, following the centerline of East Sullivan Street, approximately 1,945 feet to the point of BEGINNING, and being all of parcels 52-56, 11, and 17-28, Tax Map 61B, and parcels 46-56, a portion of parcel 57, and a portion of parcel 58, Tax Map 46O as shown on the April 2008 Sullivan County tax maps.

BEGINNING at a point, said point being the centerline of East Main Street, approximately 33 feet north of the northeast corner of parcel 3, as shown on Sullivan County Tax Map 46P; thence in a southerly direction, approximately 183 feet to a point; thence in a westerly direction, approximately 595 feet to a point in common with the eastern right-of-way of Cherokee Street, thence in a northerly direction, following the eastern right-of-way of Cherokee Street, approximately 13 feet to a point; thence in an easterly direction, approximately 69 feet to a point; thence in northerly direction, approximately 178 feet to a point ending at the centerline of East Main Street; thence in an easterly direction, following the centerline of East Main Street, approximately 524 feet to the point of BEGINNING, and being a portion of parcels 3.01 and 3.05, Tax Map 46P as shown on the April 2008 Sullivan County tax maps.

BEGINNING at a point, said point being the centerline of East Main Street, approximately 33 feet north of the northeast corner of parcel 6, as shown on Sullivan County Tax Map 46P; thence in a southerly direction, approximately 177 feet to a point, thence in a westerly direction, approximately 114 feet to a point; thence in a northerly direction, approximately 181 feet to a point ending at the centerline of East Main Street; thence in an easterly direction, following the centerline of East Main Street, approximately 120 feet to the point of BEGINNING, and being all of parcel 6 and 6.10, Tax Map 46P as shown on the April 2008 Sullivan County tax maps.

BEGINNING at a point, said point being the intersection of the centerline of East Main Street and the centerline of East Sullivan Street, as shown on Sullivan County Tax Map 46O; thence in a northwesterly direction, following the centerline of East Sullivan Street, approximately 1,945 feet to a point, said point being the intersection of East Sullivan Street and the centerline of Oak Street; thence in a westerly direction, approximately 280 feet to a point; thence in a southerly direction, approximately 427 feet to a point ending at the centerline of East Main Street; thence in an easterly direction, following the centerline of East Main Street, approximately 1,181 feet to

the point of BEGINNING, and being all of parcels 12, 14, and a portion of parcel 11, Tax Map 46O 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 and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT  
Liz Gilbert, City Clerk  
PIT: 8/04/08

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG PRESS STREET, EAST MAIN STREET, AND EAST SULLIVAN STREET TO B-2, CENTRAL BUSINESS DISTRICT, IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That based on the Downtown Industrial Zoning Study by the planning department and the planning commission of property uses in the central business district and upon the recommendation of the planning commission the board of mayor and aldermen finds that certain property currently zoned for an industrial use located in the central business district of the city should be zoned B-2 as such zoning classification is conducive with the current overall development occurring in the central business district and will result in compatible and harmonious property use in the central business district.

SECTION II. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Press Street, East Main Street, and East Sullivan Street to B-2, Central Business District in the 11<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

Tract 1:

BEGINNING at a point, said point being the southeastern corner of parcel 25, as shown on Sullivan County Tax Map 46I; thence in a westerly direction, approximately 93 feet to a point, said point being the southwestern corner of parcel 25; thence in a northerly direction, approximately 148 feet to a point, said point being the northwestern corner of parcel 25; thence in a westerly direction, approximately 364 feet to a point, said point being the southwestern corner of parcel 24; thence in a westerly direction, moving perpendicular to Clinchfield Street, approximately 33 feet to a point, said point being the centerline of Clinchfield Street; thence in a northwesterly direction, following the centerline of Clinchfield Street, approximately 325 feet to a point, said point being the intersection of the centerline of Clinchfield Street and the centerline of Press Street; thence in an easterly direction, following the center line of Press Street, approximately 636 feet to a point; thence in a southerly direction, approximately 432 feet to the point of BEGINNING, and being all of parcels 24 and 25, Tax Map 46I, as shown on the April 2008 Sullivan County tax maps.

Tract 2:

BEGINNING at a point, said point being the intersection of the centerline of Cherokee Street and the centerline of East Main Street, as shown on Sullivan County Tax Map 46P; thence in an easterly direction, following the centerline of East Main Street, approximately 1,225 feet to a point; thence in a northerly direction, traveling through the parcel boundary of parcel 26 and 26.01, Tax Map 46O, approximately 158 feet to a point; thence in an easterly direction, approximately 36 feet to a point; thence in a northerly direction, approximately 262 feet to point; thence in a westerly direction, approximately 1,260 feet to a point, said point being the centerline of Cherokee Street; thence in a southerly direction, approximately 432 feet to the point of BEGINNING, and being all of

parcels 1, 2, 11-16, and 24-30, Tax Map 46P, and parcels 26.01, 27, 27.02, 27.04, and 27.05, Tax Map 46O as shown on the April 2008 Sullivan County tax maps.

**Tract 3:**

**BEGINNING** at a point, said point being the centerline of East Main Street, approximately 34 feet south of the southeastern corner of parcel 15, as shown on Sullivan County Tax Map 46O; thence in a northerly direction, approximately 428 feet to a point; thence in a westerly direction, approximately 342 feet to a point; thence, in a southerly direction, approximately 258 feet to a point; thence in an easterly direction, approximately 162 feet to a point; thence in a southerly direction, approximately 158 feet to the centerline of East Main Street; thence in an easterly direction, approximately 190 feet to the point of **BEGINNING**, and being all of parcels 15, 19-21, and a portion of parcel 11, Tax Map 46O as shown on the April 2008 Sullivan County tax maps.

**Tract 4:**

**BEGINNING** at a point, said point being the centerline of East Sullivan Street, approximately 33 feet south of the southeastern corner of parcel 4, as shown on Sullivan County Tax Map 61B; thence in a northerly direction, approximately 184 feet to a point, in common with the center of the Dale Alley; thence in a northwesterly direction, following the center of the Dale Alley, approximately 1,882 feet to a point; thence in a southwesterly direction, approximately 184 feet to a point in common with the centerline of East Sullivan Street; thence in a southeasterly direction, following the centerline of East Sullivan Street, approximately 1,945 feet to the point of **BEGINNING**, and being all of parcels 52-56, 11, and 17-28, Tax Map 61B, and parcels 46-56, a portion of parcel 57, and a portion of parcel 58, Tax Map 46O as shown on the April 2008 Sullivan County tax maps.

**Tract 5:**

**BEGINNING** at a point, said point being the centerline of East Main Street, approximately 33 feet north of the northeast corner of parcel 3, as shown on Sullivan County Tax Map 46P; thence in a southerly direction, approximately 183 feet to a point; thence in a westerly direction, approximately 595 feet to a point in common with the eastern right-of-way of Cherokee Street, thence in a northerly direction, following the eastern right-of-way of Cherokee Street, approximately 13 feet to a point; thence in an easterly direction, approximately 69 feet to a point; thence in northerly direction, approximately 178 feet to a point ending at the centerline of East Main Street; thence in an easterly direction, following the centerline of East Main Street, approximately 524 feet to the point of **BEGINNING**, and being a portion of parcels 3.01 and 3.05, Tax Map 46P as shown on the April 2008 Sullivan County tax maps.

**Tract 6:**

**BEGINNING** at a point, said point being the centerline of East Main Street, approximately 33 feet north of the northeast corner of parcel 6, as shown on Sullivan County Tax Map 46P; thence in a southerly direction, approximately 177 feet to a point, thence in a westerly direction, approximately 114 feet to a point; thence in a northerly direction, approximately 181 feet to a point ending at the centerline of East Main Street; thence in an easterly direction, following the centerline of East Main Street, approximately 120 feet to

the point of BEGINNIG, and being all of parcel 6 and 6.10, Tax Map 46P as shown on the April 2008 Sullivan County tax maps.

Tract 7:

BEGINNING at a point, said point being the intersection of the centerline of East Main Street and the centerline of East Sullivan Street, as shown on Sullivan County Tax Map 46O; thence in a northwesterly direction, following the centerline of East Sullivan Street, approximately 1,945 feet to a point, said point being the intersection of East Sullivan Street and the centerline of Oak Street; thence in a westerly direction, approximately 280 feet to a point; thence in a southerly direction, approximately 427 feet to a point ending at the centerline of East Main Street; thence in an easterly direction, following the centerline of East Main Street, approximately 1,181 feet to the point of BEGINNING, and being all of parcels 12, 14, and a portion of parcel 11, Tax Map 46O as shown on the April 2008 Sullivan County tax maps.

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

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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ELIZABETH A. GILBERT  
Deputy City Recorder

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney

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



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the 108 Annexation and Consideration of a Resolution Adopting the Plan of Services

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

Action Form No.: AF: 253-2008  
Work Session: August 18, 2008  
First Reading: August 19, 2008  
Final Adoption: September 16, 2008  
Staff Work By: K. Weems  
Presentation By: K. Weems

**Recommendation:**

- Hold public hearing
- Approve ordinance for the 108 annexation
- Approve ordinance amending the zoning ordinance for the 108 annexation
- Approve resolution adopting a plan of services for the annexation area

**Executive Summary:**

This is the "108" Annexation of approximately .43 acres along Warrior Falls Drive (a single lot inside the Warrior Falls Subdivision) with a population of two residents. The current county zoning of the area is A-1 (Agricultural & Residential). The proposed city zoning for the area is R-1B. Adjacent zoning consists of county A-1 (the Warrior Fall Subdivision) and city zoning of PD (Planned Development consisting of the Chase Meadows pending subdivision). Water is furnished to the area, with the exception of fire flow water service, which will require an upgrade (placement of a single hydrant). Sanitary sewer service already serves the annexation area. During its July 2008 regular meeting, the Kingsport Regional Planning Commission voted unanimously (7-0) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published on 4 August 2008.

**Attachments:**

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

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

**ANNEXATION REPORT  
108 ANNEXATION, FILE: 08-301-00012**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** Ken Weems, Planner

**DATE:** 2 July 2008

**APPLICANT:** Reed, Henry J. et ux (see attached petition)

**REQUESTED ACTION:** Owner-petitioned annexation and zoning to an R-1B, Residential District, of approximately .43 acres.

**LOCATION:** The property is located on the west side of Warrior Falls Drive; best identified as Tax Map 78A, parcel 7; on the 2005 Sullivan County Tax Maps. The property is located in the 7<sup>th</sup> Civil District of Sullivan County. The property address is 108 Warrior Falls Drive.

**EXISTING LAND USE:** Single Family Residential

**PROPOSED USE:** Same

**SURROUNDING ZONING DISTRICTS & LAND USES:**

**North:** Warrior Falls Subdivision lot / zoned County A-1

**South:** Warrior Falls Subdivision lot / zoned County A-1

**East:** Warrior Falls Subdivision lot / zoned County A-1

**West:** Chase Meadows Development area / zoned City PD

**LAND USE PLAN (S):**

The 2010 Land Use Plan addresses this area as Single Family Residential. The Sullivan County Land Use Plan addresses this area's use as Low Density, Single-Family Residential.

**UTILITIES:**

Water services will require an upgrade for this annexation. This upgrade consists of the addition of one hydrant.

Sanitary sewer already serves the annexation area.

**TRANSPORTATION:**

There are no streets included in the annexation area

**POPULATION:**

Currently, this annexation area contains 2 residents (a single household).

**PHYSICAL CHARACTERISTICS:**

The physical characteristics of the property involved consist of level terrain

**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 19, 2008, to consider the annexation, zoning, and plan of services for the 108 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 western corner of parcel 7, as shown on Sullivan County Tax Map 78A in common with the southern corner of parcel 6, Warrior Falls Subdivision, Phase 1; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 7; thence in a southeasterly direction, approximately 110 feet to a point, said point being the eastern corner of parcel 7; thence in a southwesterly direction, approximately 172 feet to a point, said point being the southern corner of parcel 7; thence in a northwesterly direction, approximately 110 feet to the point of BEGINNING, and being all of parcel 7, Tax Map 78A, as shown on the April 2008 Sullivan County tax maps.*

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

CITY OF KINGSPORT  
Liz Gilbert, City Clerk  
P1T: 8/4/08

# 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 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE 108 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 19th day of August, 2008, and notice thereof published in the Kingsport Times-News on the 4th day of August, 2008; and

WHEREAS, the property owners 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 19th day of August, 2008 as required by Tenn. Code Ann., 6-51-102, et seq.

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

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

BEGINNING at a point, said point being the western corner of parcel 7, as shown on Sullivan County Tax Map 78A in common with the southern corner of parcel 6, Warrior Falls Subdivision, Phase 1; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 7; thence in a southeasterly direction, approximately 110 feet to a point, said point being the eastern corner of parcel 7; thence in a southwesterly direction, approximately 172 feet to a point, said point being the southern corner of parcel 7; thence in a

northwesterly direction, approximately 110 feet to the point of BEGINNING, and being all of parcel 7, Tax Map 78A, as shown on the April 2008 Sullivan County tax maps.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH A. GILBERT  
Deputy City Recorder  
BILLINGSLEY

\_\_\_\_\_  
J. MICHAEL

City Attorney

PASSED ON 1<sup>ST</sup>

PASSED ON

READING \_\_\_\_\_  
2<sup>ND</sup> READING \_\_\_\_\_

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG WARRIOR FALLS DRIVE TO R-1B, RESIDENTIAL DISTRICT, IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Warrior Falls Drive to R-1B, Residential District in the 7<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the western corner of parcel 7, as shown on Sullivan County Tax Map 78A in common with the southern corner of parcel 6, Warrior Falls Subdivision, Phase 1; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 7; thence in a southeasterly direction, approximately 110 feet to a point, said point being the eastern corner of parcel 7; thence in a southwesterly direction, approximately 172 feet to a point, said point being the southern corner of parcel 7; thence in a northwesterly direction, approximately 110 feet to the point of BEGINNING, and being all of parcel 7, Tax Map 78A, 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 108  
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 August 19, 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 August 4, 2008; 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 7th Civil District of Sullivan County, Tennessee, commonly known as the 108 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the western corner of parcel 7, as shown on Sullivan County Tax Map 78A in common with the southern corner of parcel 6, Warrior Falls Subdivision, Phase 1; thence in a northeasterly direction, approximately 170 feet to a point, said point being the northern corner of parcel 7; thence in a southeasterly direction, approximately 110 feet to a point, said point being the eastern corner of parcel 7; thence in a southwesterly direction, approximately 172 feet to a point, said point being the southern corner of parcel 7; thence in a northwesterly direction, approximately 110 feet to the point of BEGINNING, and being all of parcel 7, Tax Map 78A, as shown on the April 2008 Sullivan County tax maps.

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

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

SECTION I. That a Plan of Services for the 108 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:

**108 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.
- 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.
- B. 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.
- C. 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.

- D. 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.

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer is installed and extended to the property boundary of 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**

Not Applicable

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. 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**

Not Applicable

10. **Zoning Services**

- A. The area will be zoned R-1B, residential district.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.

- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals 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 the 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.

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12. **Traffic Control**

Not Applicable

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**

Not Applicable

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**

Not Applicable

18. **Graffiti Control**

Not Applicable

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.

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

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

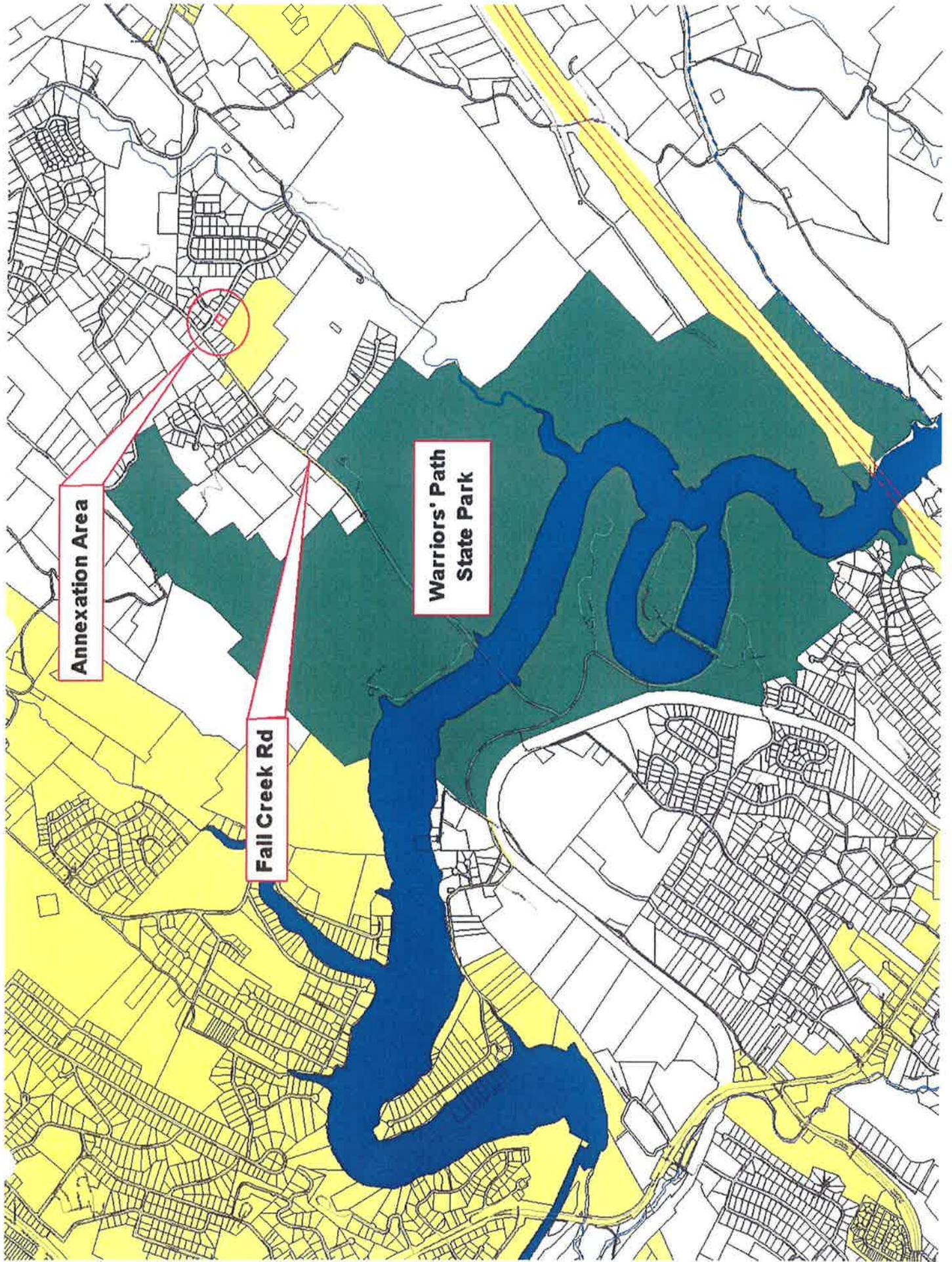
\_\_\_\_\_  
DENNIS R. PHILLIPS  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**Annexation Area**

**Warriors' Path  
State Park**

**Fall Creek Rd**



**R-1**  
**Warrior Falls Dr**

**Annexation Area,  
108 Warrior Falls Dr**

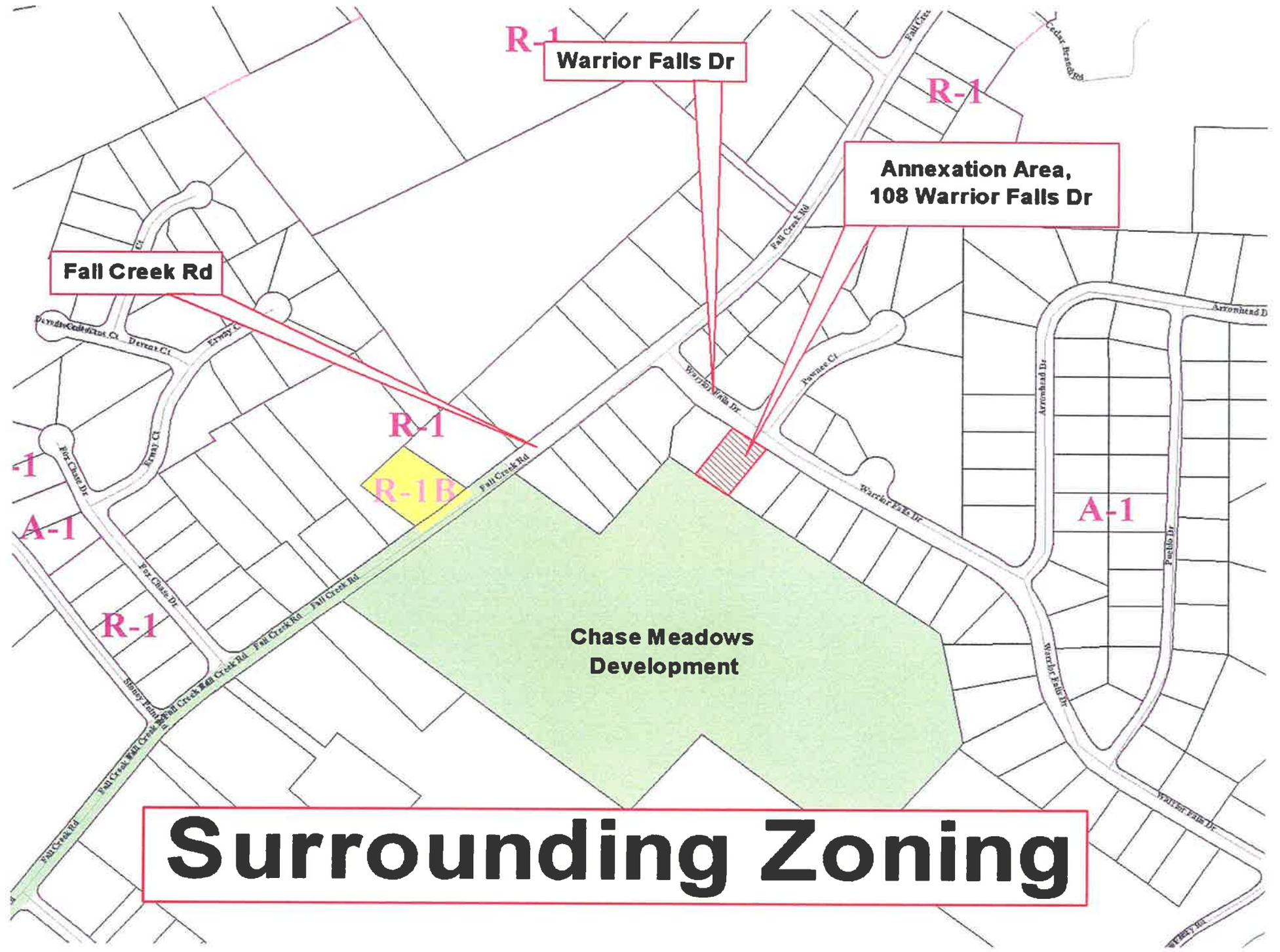
**Fall Creek Rd**

**R-1**  
**R-1B**

**A-1**

**Chase Meadows  
Development**

# **Surrounding Zoning**





**AGENDA ACTION FORM**

**Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Ken Bates Related to Chase Meadows Subdivision – Phase II Ordinance to Appropriate Funds**

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

Action Form No.: AF-262-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008  
 Final Adoption: September 16, 2008  
 Staff Work By: R. McReynolds  
 Presentation By: R. McReynolds

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #:  
 KSF #  
 KSO #

**Recommendation:** Approve the resolution and ordinance

**Executive Summary:**

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

Pursuant to is policy, Ken Bates has requested that his proposed development, Chase Meadows – Phase II, be allowed to participate in the material agreement program. The total amount of the agreement is proposed at \$68,096.96.

To date, including this development, the program has supported 640 new/proposed lots within the City of Kingsport. Of those lots, 20 Certificates of Occupancy have been issued to date.

**Attachments:**

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

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

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH KEN BATES FOR THE PROVISION OF CERTAIN WATER AND SEWER MATERIALS BY THE CITY FOR CHASE MEADOWS SUBDIVISION – PHASE II**

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Ken Bates desires to enter into a Materials Agreement, in the amount of \$68,096.96, with the city for provision of certain water and sewer materials by the city for Chase Meadows Subdivision – Phase II; and

WHEREAS, approval of the Materials Agreement will promote smart growth and infield development and encourage the new housing market within the City's corporate limits.

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, Chapter 10 of the Charter of the City of Kingsport, a Materials Agreement, in the amount of \$68,096.96, with Ken Bates for the provision of certain water and sewer materials by the City for Chase Meadows Subdivision – Phase II.

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

ADOPTED this the 19th day of August, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**PRE-FILED**  
**CITY RECORDER**

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

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO ESTABLISH THE CHASE MEADOWS SUBDIVISION PHASE II MATERIALS AGREEMENT PROJECTS (SW0964 AND WA0964); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by transferring \$44,096 from the Water Fund operating budget and by transferring \$18,093 from the Sewer Fund operating budget to establish the Chase Meadows Subdivision Phase II projects (WA0964 and SW0964) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Water Project Fund:451</b>			
<b>Chase Meadows Subdivision Phase II (WA0964)</b>			
<b>Revenues</b>			
451-0000-391-4500 From the Water Fund	0	44,096	44,096
<b>Totals:</b>	<b>0</b>	<b>44,096</b>	<b>44,096</b>
<b>Expenditures:</b>			
451-0000-605-9003 Improvements	0	44,096	44,096
<b>Totals:</b>	<b>0</b>	<b>44,096</b>	<b>44,096</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Sewer Project Fund:452</b>			
<b>Chase Meadows Subdivision Phase II (SW0964)</b>			
<b>Revenues</b>			
452-0000-391-4200 From the Sewer Fund	0	18,093	18,093
<b>Totals:</b>	<b>0</b>	<b>18,093</b>	<b>18,093</b>
<b>Expenditures:</b>			
452-0000-606-9003 Improvements	0	18,093	18,093
<b>Totals:</b>	<b>0</b>	<b>18,093</b>	<b>18,093</b>

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

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

**MATERIALS AGREEMENT**

This AGREEMENT, made and entered into on this 19<sup>th</sup> day of August, 2008, by and between Ken Bates, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

**WITNESSETH:**

1. The Developer has subdivided a tract of land known as Chase Meadows – Phase II, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 1,998 LF of Waterline and 1,820 LF of Sewerline to construct.

3. ~~The estimated cost of the materials listed in paragraph 2 above is approximately \$68,096.96. The Developer will purchase this material from the City for use for construction pursuant to this contract only.~~

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Developer

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

Approved as to form:

Attest:

\_\_\_\_\_  
James Demming, City Recorder

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

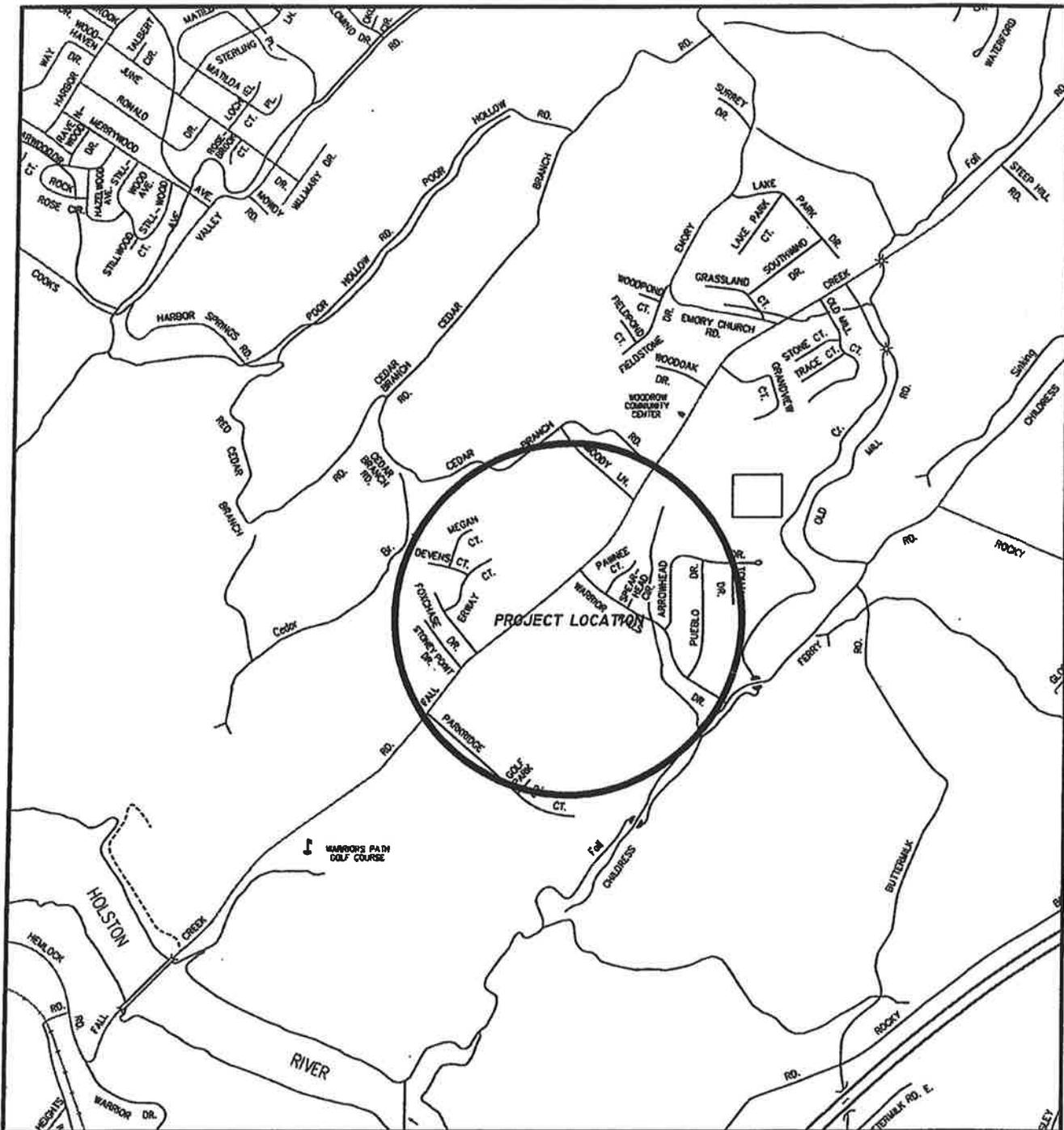
## Materials Agreement

**Project:** Chase Meadows - Phase II  
**Date:** August 6, 2008  
**Developer:** Ken Bates

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41810	6" x 18' DI pushon pipe	111.00	jt	\$245.00	\$27,195.00
40845	6" JOINT RESTRAINT	68.00	ea	\$27.00	\$1,836.00
42115	3.6' bury hydrant	6.00	ea	\$1,200.00	\$7,200.00
42325	6 mj gate valve	15.00	ea	\$375.00	\$5,625.00
42845	6" x 18" mj anchoring coupling	6.00	ea	\$85.00	\$510.00
43032	6"x6x6 anchoring tee	8.00	ea	\$90.00	\$720.00
42148	6"x6x2" tapped tee	5.00	ea	\$60.00	\$300.00
41951	6" to 2" tapped plug	2.00	ea	\$30.00	\$60.00
42230	6" Short Sleeve	2.00	ea	\$45.00	\$90.00
42545	11.25 Bends	5.00	ea	\$40.00	\$200.00
42555	22.5 Bends	9.00	ea	\$40.00	\$360.00
	Receipt To:				
Subtotal:	451-0000-208-1250				\$44,096.00
Sales Tax:	451-0000-207-0201			9.50%	\$4,189.12
Project #	WA0964			Water Total:	\$48,285.12
	Expense To:				
Water acct. #	451-0000-605-9003				







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ALL BEARINGS KGRN  
(KINGSPORT GEODETIC  
REFERENCE NETWORK)



# CHASE MEADOWS DEVELOPMENT

JULY 10, 2008

NO SCALE

Developer	Development	Agreement Amount	Date	Status
Butch Rose	Hillcrest Heights	\$5,140.09	6/19/07	Closed
	Windridge Phase II	\$78,165.48	4/15/08	Open
Jeff McKee	Settler's Ridge Phase I	\$45,344.29	3/20/07	Closed
	Settler's Ridge Phase II	\$18,822.89	11/06/07	Open
Edinburgh Group LLC	Edinburgh Phase I	\$42,867.62	2/19/07	Closed
	Edinburgh Phase I, Section 2	\$25,205.92	4/17/07	Closed
	Edinburgh Phase	\$36,122.45	10/2/07	Open
Jerry Petzoldt	Old Island Phase II	\$118,027.86	5/6/08	Open
Jim Nottingham	Riverwatch	\$47,605.13	4/15/08	Open
Harold Slemp Jack McMurray	Villas at Andover	\$76,522.72	8/7/07	Open
George Hunt	Hunts Crossing Phase II	\$18,375.20	4/15/08	Open
Rob McLean	Anchor Point	\$72,552.51	7/15/08	Open
Ken Bates	Chase Meadows Phase I	\$39418.91	7/15/08	Open
Rob McLean	Anchor Point – Topsail Court	\$3,816.08	8/5/08	Open
Ken Bates	Chase Meadows Phase II	\$68,096.96	08/19/08	Open
<b>Total</b>		<b>\$696,084.11</b>		



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Establish an ADA Paratransit Service Eligibility Appeal Process.**

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

Agenda Form No.: AF 270-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008

Final Adoption: September 16, 2008  
 Staff Work: McCartt/Billingsley/Qualls  
 Presentation: Chris McCartt

**Recommendation:** Approve the ordinance.

**Executive Summary:** The Federal Transit Administration requires all public transit agencies establish a process for eligibility determination of individuals applying for ADA (American Disability Act) / paratransit service. Kingsport Area Transit Service (KATS) provides a paratransit service and thus must comply with these regulations. The proposed ordinance will establish an appeals process that will allow an individual applying for this service the required appeals procedure if they are denied service.

**Attachments:**

- 1. Ordinance

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

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 110 TO ESTABLISH AN ADA PARATRANSIT SERVICE ELIGIBILITY APPEAL PROCESS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, paratransit is an alternative mode of transportation for persons who cannot use regular, fixed route transportation systems like a bus line; and

WHEREAS, the city provides paratransit service to eligible individuals through its Kingsport Area Transit Authority (KATS); and

WHEREAS, the Americans With Disability Act (ADA) requires public entities providing paratransit service to establish a process for determining paratransit eligibility including the establishment of an administrative appeals process through which individuals who are denied eligibility can obtain review of the denial.

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

SECTION I. That the Code of Ordinances, City of Kingsport, Tennessee, Chapter 110, Article I is hereby amended by adding a section which shall read as follows:

**Sec. 110-2. ADA paratransit service eligibility appeal process.**

(a) Any individual who is denied eligibility for ADA paratransit services, or who has been awarded only conditional or temporary eligibility, or whose eligibility is suspended, altered or terminated may appeal the decision as follows:

A written request for hearing, before a hearing officer appointed by the city manager or designee, must be filed within sixty-five (65) days of the date of the letter notifying an individual that they have been determined ineligible for ADA paratransit service.

The written request for hearing shall be filed in the office of the director of the Kingsport Area Transit Authority (KATS) and shall include the grounds and reasons for the appeal. All requests for hearing must be signed and dated. The request for hearing may be filed by such individual (hereinafter appellant), individually, or through a representative of their choice.

Upon receipt of the request for hearing, the city manager or designee will appoint a hearing officer. The hearing officer will be a person not involved with the decision being appealed. The city may make rules governing the conduct of the hearing consistent with 49 C.F.R. section 37.125(g), as amended.

The appellant, or a representative of their choice, will have the opportunity to be heard and to present information and arguments in support of their position to the hearing officer. The hearing will be informal and the rules of administrative or civil procedure or the rules of evidence will not apply; however, all witnesses will testify under oath or affirmation and the proceeding will be recorded.

A written determination of the decision on the appeal, including the reasons for such decision, will be forwarded to the appellant within thirty (30) days of the completion of the appeals process. If a decision is not made within thirty (30) days, the appellant will be provided with ADA paratransit services until and unless a decision to deny the appeal is issued.

(b) These procedures do not prohibit an individual's right to consult with, seek assistance from, and/or file a complaint concerning alleged noncompliance with the Americans With Disabilities Act (ADA); with the Department of Justice (DOJ), the Federal Transit Administration (FTA), or other Federal agencies having authority to enforce nondiscrimination requirements; with State or local agencies having such authority; with a Federal or State Court, or to exercise any other applicable constitutional rights.

(c) This section shall be construed to meet or exceed the requirements contained in 49 C.F.R. section 37.125(g), as amended.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



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

A RESOLUTION NAMING THE NEW KINGSFORT DOG PARK  
"DOGWOOD PARK"

WHEREAS, the City of Kingsport is currently constructing a new city dog park to enhance the quality of life for the community; and

WHEREAS, community input was requested on what the park should be named; and

WHEREAS, it is recommended that the park be named "Dogwood Park".

Now therefore,

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

SECTION I. That the new city dog park is named "Dogwood Park".

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

ADOPTED this the 19th day of August, 2008.

\_\_\_\_\_  
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 CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 14, ARTICLE II, SECTION 14-36 PERTAINING TO DOGS RUNNING AT LARGE; 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, is hereby amended by deleting in its entirety Section 14-36 and substituting in its place the following:

**Sec. 14-36. Running at large.**

It shall be unlawful for any person owning, possessing or harboring a dog to permit it to run at large at any place except on the premises of such person or in any city designated dog park. However, a dog shall not be deemed running at large if accompanied by a person actually in control of such dog by leash.

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

\_\_\_\_\_  
DENNIS 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 \_\_\_\_\_

# Dogwood Park Kingsport, TN





## AGENDA ACTION FORM

### Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Rob McLean Related to Stapleton Drive - Phase I Consideration of an Ordinance to Appropriate Funds

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

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

Action Form No.: AF-274-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008

Final Adoption: September 16, 2008  
 Staff Work By: R. McReynolds  
 Presentation By: R. McReynolds

#### **BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #:

KSF #

KSO #

**Recommendation:** Approve the resolution and ordinance

#### **Executive Summary:**

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

Pursuant to is policy, Rob McLean has requested that his proposed development, Stapleton Drive – Phase I, be allowed to participate in the material agreement program. The total amount of the agreement is proposed at \$8,757.81.

To date, including this development, the program has supported 644 new/proposed lots within the City of Kingsport. Of those lots, 20 Certificates of Occupancy have been issued to date.

#### **Attachments:**

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
MATERIALS AGREEMENT WITH ROB MCLEAN FOR THE  
PROVISION OF CERTAIN WATER AND SEWER MATERIALS BY  
THE CITY FOR STAPLETON DRIVE – PHASE 1

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Rob McLean desires to enter into a Materials Agreement, in the amount of \$8,757.81, with the city for provision of certain water and sewer materials by the city for Stapleton Drive – Phase 1; and

WHEREAS, approval of the Materials Agreement will promote smart growth and infield development and encourage the new housing market within the city's corporate limits.

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, Chapter 10 of the Charter of the City of Kingsport, a Materials Agreement, in the amount of \$8,757.81, with Rob McLean for the provision of certain water and sewer materials by the city for Stapleton Drive – Phase 1.

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

ADOPTED this the 19th day of August, 2008.

\_\_\_\_\_  
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 SEWER PROJECT FUND BY TRANSFERRING FUNDS TO ESTABLISH THE STAPLETON DRIVE PHASE I MATERIALS AGREEMENT PROJECT (SW0965); 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 project budget be amended by transferring \$7,998 from the Sewer Fund operating budget to establish the Stapleton Drive Phase I project (SW0965) to fund the materials agreement.

**Account Number/Description:**

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
---------------	--------------------------	-------------------

**Account Number/Description:**

**Sewer Project Fund:452**

**Stapleton Drive Phase I (SW0965)**

**Revenues**

452-0000-391-4200 From the Sewer Fund

*Totals:*

0	7,998	7,998
<b>0</b>	<b>7,998</b>	<b>7,998</b>

**Expenditures:**

452-0000-606-9003 Improvements

*Totals:*

0	7,998	7,998
<b>0</b>	<b>7,998</b>	<b>7,998</b>

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

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

**MATERIALS AGREEMENT**

This AGREEMENT, made and entered into on this 19<sup>th</sup> day of August, 2008, by and between Rob McLean, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

**WITNESSETH:**

1. The Developer has subdivided a tract of land known as Stapleton Drive – Phase I, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 468 LF of Sewerline to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$8,757.81. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

\_\_\_\_\_  
Developer

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

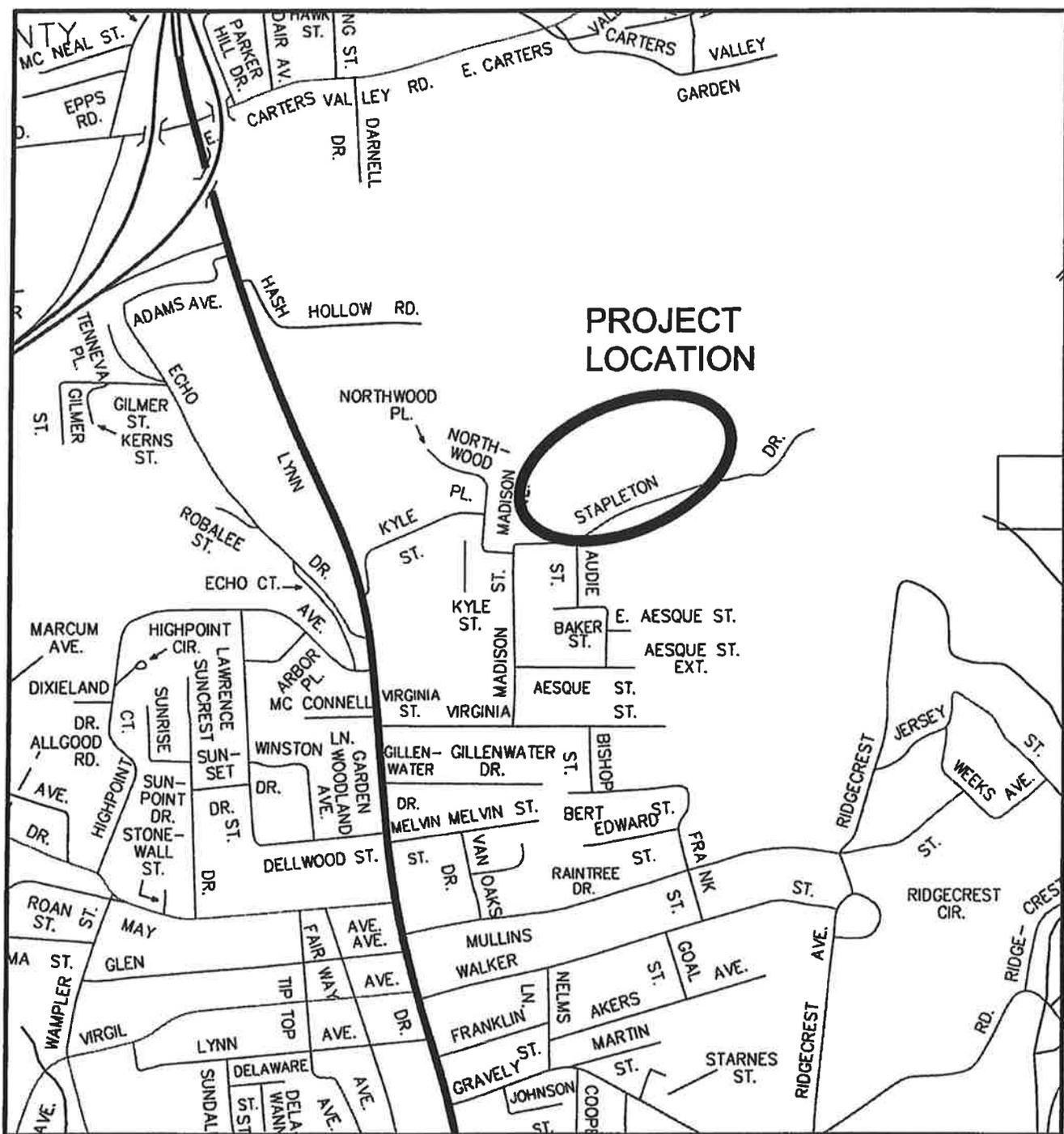
Approved as to form:

Attest:

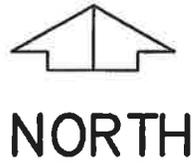
\_\_\_\_\_  
James Demming, City Recorder

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





**FIGURE 1 – PROJECT LOCATION MAP  
 STAPLETON DRIVE  
 PHASE 1  
 CITY OF KINGSPORT, TENNESSEE**



NTS

Developer	Development	Agreement Amount	Date	Status
Butch Rose	Hillcrest Heights	\$5,140.09	6/19/07	Closed
	Windridge Phase II	\$78,165.48	4/15/08	Open
Jeff McKee	Settler's Ridge Phase I	\$45,344.29	3/20/07	Closed
	Settler's Ridge Phase II	\$18,822.89	11/06/07	Open
Edinburgh Group LLC	Edinburgh Phase I	\$42,867.62	2/19/07	Closed
	Edinburgh Phase I, Section 2	\$25,205.92	4/17/07	Closed
	Edinburgh Phase	\$36,122.45	10/2/07	Open
Jerry Petzoldt	Old Island Phase II	\$118,027.86	5/6/08	Open
Jim Nottingham	Riverwatch	\$47,605.13	4/15/08	Open
Harold Slep Jack McMurray	Villas at Andover	\$76,522.72	8/7/07	Open
George Hunt	Hunts Crossing Phase II	\$18,375.20	4/15/08	Open
Rob McLean	Anchor Point	\$72,552.51	7/15/08	Open
Ken Bates	Chase Meadows Phase I	\$39418.91	7/15/08	Open
Rob McLean	Anchor Point – Topsail Court	\$3,816.08	8/5/08	Open
Ken Bates	Chase Meadows Phase II	\$68,096.96	08/19/08	Open
Rob McLean	Stapleton Dr Phase I	\$8,757.81	08/19/08	Open
Total		\$704,841.92		



AGENDA ACTION FORM

Consideration of an Ordinance Establishing the FY09 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

Action Form No.: AF 275-2008
Work Session: August 18, 2008
First Reading: August 19, 2008
Final Adoption: September 16, 2008
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 \$2.30 and the City of Kingsport Hawkins County is \$2.25. The rates were equalized this year because Kingsport Sullivan County's assessment level was at 84.87% and Kingsport Hawkins County's assessment level was at 86.75%.

Kingsport Sullivan County's assessment level was at 84.87% last year as well. The tax rate is not recommended to change for Kingsport Sullivan County; however, Kingsport Hawkins County's assessment level was at a 100% last year and is now at 86.75%. Therefore, it is recommended that the tax rate is \$2.25.

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

This ordinance will establish the tax rate accordingly.

The City cannot request assessments from the State of Tennessee for billing taxes until the rate is set with the second reading of the ordinance.

Attachments:

- 1. Ordinance

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

Table with 3 columns (Y, N, O) and 7 rows (Joh, Mallicote, Marsh, Munsey, Shull, Shupe, Phillips)

**PRE-FILED**  
**CITY RECORDER**

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

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 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the corporate boundaries of the City of Kingsport are situated within the boundaries of Sullivan County and Hawkins County; and

WHEREAS, the local property assessors have prepared assessment rolls of taxation on real, personal and mixed property for the 2008 tax year; and

WHEREAS, a tax rate of \$2.30 for Sullivan County and \$2.25 for Hawkins County will generate revenue adequate to support the Fiscal Year 2008-2009 budget. Now therefore,

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

SECTION I. That the City tax on every \$100.00 assessed value of real, personal and mixed property within the corporate limits of the City of Kingsport, Sullivan County and the City of Kingsport, and not exempt from taxation, shall be \$2.30, to fund current operating expenses of the City government, interest on bonded debt and other disbursements, which are legal obligations of the City of Kingsport; that said taxes received for the year 2009 shall be expended in accordance with the Annual Appropriation Ordinance.

SECTION II. That the City tax on every \$100.00 assessed value of real, personal and mixed property within the corporate limits of the City of Kingsport and Hawkins County and not exempt from taxation, shall be \$2.25, to fund current operating expenses of the City government, interest on bonded debt and other disbursements, which are legal obligations of the City of Kingsport; that said taxes received for the year 2009 shall be expended in accordance with the Annual Appropriation Ordinance.

SECTION III. That this ordinance shall take effect from and after the date of its passage as the law directs, the public welfare 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 Ordinances to Annex/Amend Zoning of the Pierson Property

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

Action Form No.: AF-207- 2008

Work Session: August 4, 2008

First Reading/(Public Hearing Held): August 5, 2008

Final Adoption: August 19, 2008

Staff Work By: F. Koder

Presentation By: F. Koder

### Recommendation:

- Approves ordinance for annexation of the Pierson parcels 2.00 and 3.00 of tax map 105K as indicated on the July 2007 Sullivan County tax maps.
- Approve ordinance amending the zoning ordinance to zone the area R-1B, Single Family Residential District

### Executive Summary:

Owner initiated annexation of approximately 2.80 acres along Cox Hollow Road in the Rock Springs area. The current county zoning in the area is R-1 and A-1. The proposed City zoning for the area is IB, Single family Zoning District. Approximately 728 linear feet of roadway is included in this annexation. Water for fire protection and sewer will require extension to the parcels. Through its Plan of Services and an agreement with the owners, the City will supply sewer when the remaining area designated for annexation in 2010 is annexed. At its June 19, 2008 meeting the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning and plan of services for the Pierson annexation area to the Board of Mayor and Alderman. The Notice of Public Hearing was published July 20, 2008.

### Attachments:

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

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

Y N O

Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



**AGENDA ACTION FORM**

**Consideration of Ordinances to Annex/Amend Zoning of the Willey Property**

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

Action Form No.: AF-215 2008  
 Work Session: August 4, 2008  
 First Reading/(Public Hearing Held): August 5, 2008

Final Adoption: August 19, 2008  
 Staff Work By: F. Koder  
 Presentation By: F. Koder

**Recommendation:**

- Approves ordinance for annexation of the Willey parcel 6.00 of tax map 105K as indicated on the July 2007 Sullivan County tax maps.
- Approve ordinance amending the zoning ordinance to zone the area R-1B, Single Family Residential District

**Executive Summary:**

Owner initiated annexation of approximately 2.49 acres along Cox Hollow Road in the Rock Springs Area and directly adjacent to the recently annexed Area #2. The current county zoning in the area is R-1 and A-1. The proposed City zoning for the area is R-1B, Single family Zoning District. Approximately 150 linear feet of roadway is included in this annexation. Water for fire protection and sewer will require extension to the parcels. At its October 18, 2007 meeting the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning and plan of services for the Pierson annexation area to the Board of Mayor and Alderman. The Notice of Public Hearing was published July 20, 2008.

**Attachments:**

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

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

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



## AGENDA ACTION FORM

### Consideration of Ordinances to Annex/Amend Zoning of the Voluntary Rock Springs South Area #6 Property

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

Action Form No.: AF-217 - 2008

Work Session: August 4, 2008

First Reading/(Public Hearing Held): August 5, 2008

Final Adoption: August 19, 2008

Staff Work By: F. Koder

Presentation By: F. Koder

### Recommendation:

- Approves ordinance for annexation of the Voluntary Rock Springs South Area #6 Annexations of parcel 20.00 and 94.30 of tax map 105 as indicated on the July 2007 Sullivan County tax maps.
- Approve ordinance amending the zoning ordinance to zone the area R-1B, Single Family Residential District

### Executive Summary:

Owner initiated annexations of approximately 30.88 acres in two parcels along Westfield Drive and Westfield Place in the Rock Springs Area and a part of the original Area #6. The current county zoning in the area is R-1 and A-1. The proposed City zoning for the area is R-1B, Single family Zoning District. Approximately 2,261 linear feet of roadway is included in this annexation. Water for fire protection and sewer will require extension to the parcels. Costs for this annexation are part of those already established for Area #6 as a whole. At its October 18, 2007 meeting the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning and plan of services for the Pierson annexation area to the Board of Mayor and Alderman. The Notice of Public Hearing was published July 20, 2008.

### Attachments:

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

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

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Sign a Contract with the Tennessee Department of Transportation Accepting Federal and State Transportation Planning Funds on Behalf of the Kingsport MPO**

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

Action Form No.: AF-263-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008  
 Final Adoption: August 19, 2008  
 Staff Work By: Chris Campbell  
 Presentation By: Chris Campbell

**BMA Strategic Plan 2007-2008**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

**CV #6:** Partnerships – We value regional partnerships and work with national and state organizations

**KSF #6:** Reliable, Dependable Infrastructure – to provide a sustainable transportation system

**KSO #8:** Provide a well-maintained and expanding infrastructure that promotes safety

**Recommendation:**

Approve contract and resolution.

**Executive Summary:**

Each year the Federal Highway Administration (FHWA) provides PL-112 Planning funds for area Metropolitan Transportation Planning Organizations (MPOs). For the Kingsport MPO, which is administered and operated by the City of Kingsport, these funds are used primarily for staff salaries and expenses as well as valuable consultant-based transportation studies. The Tennessee Department of Transportation (TDOT) administers the allocation of Federal PL-112 grant funds using an 80% Federal – 20% Local matching formula. For fiscal year 2009, \$205,680 in Federal funds is being passed through TDOT to the Kingsport MPO. The City of Kingsport is responsible for providing matching funds of \$51,420 (these funds have already been allocated in the budgeting process). With Federal and Local contributions, the total grant is \$257,100. Previously, TDOT issued a new PL contract each year. For FY 2008 and again in FY 2009, TDOT will be amending the original FY 2007 contract. Therefore, the maximum liability shown on the amendment is a cumulative amount. However, the MPO can only be reimbursed for the amount shown in the FY 2009 grant budget. This year due to rescissions of funds by the U.S. Department of Transportation, TDOT lost \$66.3 million in Federal funds. This caused TDOT to take \$558,575 from its statewide MPO PL-112 allocations, which reduced the Kingsport MPO's allocation by \$17,709. It is anticipated that Federal PL-112 funds will be available in the foreseeable future but the funding amount cannot be projected. New Federal transportation enabling legislation is anticipated to be released in late 2009 that will set sources of Federal revenues and allocation levels for transportation related programs. Staff recommends the Board approve the contract accepting the Tennessee PL funds.

**Attachments:**

1. Resolution
2. Contract

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT TWO TO GRANT # Z-07-036296-00 OF THE 2007 CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PL-112 PLANNING FUNDS FOR THE KINGSPORT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION (MPO) FOR FISCAL YEAR 2009

WHEREAS, Federal Highway Administration Planning funds, in the amount of \$205,680 and requiring a twenty percent (20%) local match, are available through the Tennessee Department of Transportation for the Kingsport Metropolitan Transportation Planning Organization (MPO) for fiscal year 2009; and

WHEREAS, an amendment to the 2007 base contract with the Tennessee Department of Transportation is required to receive the funds; and

WHEREAS, the twenty percent (20%) local match is provided in the Kingsport MPO budget.

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, Amendment Two to Grant # Z-07-036296-00 of the 2007 contract with the Tennessee Department of Transportation to receive Federal Highway Administration Planning funds, in the amount of \$205,680 and requiring a twenty percent (20%) local match, for the Kingsport Metropolitan Transportation Planning Organization (MPO) for the fiscal year 2009.

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

ADOPTED this the 19th day of August 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AMENDMENT TWO  
TO GRANT # Z-07-036296-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. **Grant Contract Section A.1 Transportation Planning and Coordination is deleted in its entirety and replaced with the following:**

A.1. Transportation Planning and Coordination. The Grantee agrees to undertake transportation planning and coordination activities as assigned in the Kingsport Unified Planning Work Program for Federal Fiscal Year 2009, as endorsed by the Kingsport Metropolitan Planning Organization (MPO) and approved by the U. S. Department of Transportation, Federal Highway Administration (FHWA).

2. **Grant Contract Section B.1. Grant Term is deleted in its entirety and replaced with the following:**

B.1. Grant Term. This Grant shall be effective for the period commencing on October 1, 2006 and ending on September 30, 2009. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

3. **Grant Contract Section C.1. Maximum Liability is deleted in its entirety and replaced with the following:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Fifty Four Thousand Four Hundred Eighty Dollars and No/Cents(\$654,480.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment One (1), Attachment Two (2), and Attachment Three (3), shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

4. **Grant Contract Attachment Three, Grant Budget, beginning October 1, 2008, and ending September 30, 2009 is attached hereto as a new attachment.**

The revisions set forth herein shall be effective September 30, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**CITY OF KINGSPORT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)**

---

**CITY ATTORNEY  
APPROVED AS TO FORM**

**DATE**

---

**CITY RECORDER**

**DATE**

**DEPARTMENT OF TRANSPORTATION:**

---

**GERALD F. NICELY, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY:**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Mayor to Execute a Covenant of Purpose, Use and Ownership for the Economic Development Administration on the Higher Education Center Property

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

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

Action Form No.: AF-266-2008  
 Work Session: August 18, 2008  
 First Reading: N/A

Final Adoption: August 19, 2008  
 Staff Work By: Baker, Billingsley  
 Presentation By: Billingsley

**Recommendation:** Approve the resolution.

#### **Executive Summary:**

Recently the city received a grant from the United States Department of Commerce, Economic Development Administration (EDA) in the amount of \$1,500,000 to assist with the construction of the building for the Higher Education Center. One of the requirements of the grant was that the city agreed to restrain the use or conveyance of the property for twenty (20) years by recorded instrument. The attached Covenant of Purpose, Use and Ownership provides that the city will use the property as stated in the grant and the financial assistance award and will not sell, lease, mortgage or otherwise alienate the property with the prior consent of EDA. The stated purposes in the financial assistance award and the grant application submitted by the city include operation of the Kingsport Higher Education Center of approximately 50,000 square feet with classrooms, lecture spaces, computer and wet laboratories, faculty offices and related support and to serve as a collaborative mini-campus for multiple workforce development opportunities. It further provides that the Kingsport Higher Education Center will link a variety of colleges and universities to the private sector creating greater productivity, innovation, and job creation, and that the higher education institutions will provide adaptive and specialized concentrations in areas which meet workforce development needs.

The Covenant of Purpose, Use and Ownership is the document the city, by accepting the grant, agreed to have executed by its authorized official. It restricts the use and conveyance of the property as indicated therein and will be recorded in the office of the Register of Deeds for Sullivan County, when executed. The attached resolution authorizes the mayor to execute the Covenant of Purpose, Use and Ownership.

#### **Attachments:**

1. Resolution

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COVENANT OF PURPOSE, USE AND OWNERSHIP FOR THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE HIGHER EDUCATION CENTER PROPERTY

WHEREAS, the city received a grant from the United States Department of Commerce, Economic Development Administration in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) to assist with the construction of the building for the Higher Education Center; and

WHEREAS, one of the requirements of the grant was that the city agreed to restrain the use or conveyance of the property for twenty (20) years by recorded instrument; and

WHEREAS, the property is to be used for the operation of the Kingsport Higher Education Center of approximately 50,000 square feet with classrooms, lecture spaces, computer and wet laboratories, faculty offices and related support and to serve as a collaborative mini-campus for multiple workforce development opportunities, and as a link with a variety of colleges and universities to the private sector creating greater productivity, innovation, and job creation, and that the higher education institutions will provide adaptive and specialized concentrations in areas which meet workforce development needs; and

WHEREAS, the Covenant of Purpose, Use and Ownership is the document the city, by accepting the grant, agreed to have executed by its authorized official.

Now, therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney a Covenant of Purpose, Use and Ownership for the benefit of the United States Department of Commerce, Economic Development Administration for the building for the Higher Education Center in substantially the following form:

This Instrument prepared by:  
David E. Todd, Regional Counsel  
Economic Development Administration  
401 West Peachtree Street, NW, Suite 1820  
Atlanta, Georgia 30308-3510

COVENANT OF PURPOSE, USE AND OWNERSHIP

This Covenant, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008 is by the City of Kingsport, Tennessee located at 225 West Center Street, Kingsport, Tennessee 37660-4285 ("Recipient") for the benefit of the United States Department of Commerce, Economic Development Administration located at the Main Commerce Building, Washington, DC 20230 ("EDA"), with a Regional Office at 401 West Peachtree Street, NW, Suite 1820, Atlanta, Georgia 30308-3510.

Recipient makes this Covenant based on the following.

Recipient submitted an application and subsequently was awarded a Financial Assistance Award designated as EDA Award No. 04-01-06070 for financial assistance under the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. §3121, *et seq.*) ("PWEDA").

By Financial Assistance Award, dated June 12, 2008, EDA offered an Award of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) ("Award Amount") to assist in financing the construction of the Kingsport Higher Education Center ("Project") with the total Project estimated to cost \$8,819,389.00

The Project is situated on the real property described in Exhibit "A" attached and incorporated herein by reference. Any reference in this Covenant to the Project includes this real property.

On June 16, 2008, Recipient accepted the Award subject to certain terms and conditions, including the requirements of Title 13 Code of Federal Regulations, Part 314, as amended.

The EDA Financial Assistance Award provides, *inter alia*, that Recipient, without EDA's prior written consent, will not sell, lease, mortgage, or otherwise alienate any right to, or interest in, the Project as prescribed in Title 13 C.F.R. Part 314 and Title 15 C.F.R. Part 24. The Financial Assistance Award and said regulations also prohibits Recipient, without EDA's prior written consent, from using the Project for purposes other than those specified in the Financial Assistance Award and in the Recipient's application ("Authorized Uses").

If Recipient does desire to sell, lease, mortgage or otherwise alienate any right to or interest in the Project, it may be required to compensate EDA for its fair share as set forth in 13 C.F.R. Part 314.

In order to assure that the benefits of EDA's Award will accrue to the public and be used as intended by both EDA and Recipient, the Recipient agrees to the following.

1. The expected useful life of the Project is twenty (20) years.
2. During its expected useful life the Project shall be used only for the purposes specified in the Financial Assistance Award and in the application. The Project, including any interest therein, shall not be sold, leased, conveyed, encumbered, abandoned, or otherwise transferred without the prior written consent of the Assistant Secretary of Commerce for Economic Development.
3. If Recipient uses the Project for a non-Authorized Use or sells, leases, conveys, encumbers, abandons or otherwise transfers without the prior written consent of the Assistant Secretary, Recipient shall compensate EDA for its fair share. The fair share to be compensated to EDA shall be computed as set forth in Title 13 C.F.R. Part 314, as same may be amended from time to time.
4. This Covenant shall run with the land for a period of twenty (20) years.
5. Recipient agrees that this Covenant is a reasonable restraint on alienation of use, control, possession of or title to the Project and underlying real property.

Authorized representatives of Recipient have signed this Covenant on the date written above.

Attest: \_\_\_\_\_ City of Kingsport, Tennessee

By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

Approved: \_\_\_\_\_  
Attorney for Recipient

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

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged \_\_\_\_\_ to be \_\_\_\_\_ of the City of Kingsport., the within named entity, a municipal corporation, and that \_\_\_\_\_ as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by \_\_\_\_\_ as \_\_\_\_\_.

Witness my hand and seal, at office in \_\_\_\_\_, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

My Commission Expires \_\_\_\_\_

**Exhibit "A"**

Beginning at a new iron rod located at the intersection of the northeastern right-of-way line of West Market Street and the northwestern right-of-way line of Clay Street thence N 55°36'52" W, 138.38 feet to a point; thence S 34°23'08" W, 8.00 feet to a point; thence N 55°36'52" W, 22.00 feet to a point; thence N 34°23'08" E, 8.00 feet to a point; thence N 55°36'52" W, 44.00 feet to a point; thence N 34°23'08" E, 110.00 feet to a point; thence S 55°36'52" E, 204.38 feet to an old iron pipe; thence S 34°23'08" W, 110.00 feet to a new iron rod and being the point of beginning.

AND BEING the same property conveyed to the City of Kingsport, Tennessee by deeds recorded in Deed Book 623C, Page 488 and Deed Book 2517C, Page 316 in the Office of the Register of Deeds for Sullivan County, Tennessee and further being a part of the property conveyed to the City of Kingsport, Tennessee by a deed recorded in Deed Book 503C, Page 256 in the Office of the Register of Deeds for Sullivan County, Tennessee.

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

**ADOPTED** this the 19th day of August, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Mayor to Execute a Quitclaim Deed to the Kingsport Housing and Redevelopment Authority

To:	Board of Mayor and Aldermen		
From:	John G. Campbell, City Manager		
Action Form No.:	AF-267-2008	Final Adoption:	August 19, 2008
Work Session:	August 18, 2008	Staff Work By:	Billingsley
First Reading:	N/A	Presentation By:	Billingsley

**Recommendation:** Approve the resolution.

#### **Executive Summary:**

The Kingsport Housing and Redevelopment Authority in its redevelopment efforts in Riverview is acquiring some property in that area. Particularly, it is attempting to acquire an unimproved parcel on Lincoln Street. To that end it has filed an eminent domain action against Mr. Edward Gilmore, Jr. According to the research it has had done in the Register of Deeds office, KHRA says it appears that title to the property may still be in the city. However, Mr. Gilmore has been paying property taxes on a property for several years.

According to the attached letter, in November 1947 the Kingsport Housing Corporation conveyed this parcel, along with several other parcels to the Kingsport Improvement Company. It appears the property remained in the Improvement Company until it was absorbed by its successor, the Securities Company. In 1981 the Securities Company conveyed all the property it owned in Kingsport to the city. It does not appear that the city ever conveyed this parcel to anyone. KHRA is attempting to obtain a clear title on the property and has requested the city execute a quitclaim deed for the parcel to KHRA so it can clear up title, when it acquires the property through eminent domain. The attached resolution authorizes the mayor to execute a quitclaim deed to KHRA conveying to it any interest the city has in the property, if any.

#### **Attachments:**

1. Resolution
2. Letter from Steve Huret requesting the quitclaim deed

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

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

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A QUITCLAIM DEED TO THE KINGSPORT HOUSING AND  
REDEVELOPMENT AUTHORITY FOR LOT 15, BLOCK 8 OF  
THE RIVERVIEW ADDITION**

**WHEREAS, the Kingsport Housing and Redevelopment Authority in its redevelopment efforts in Riverview is acquiring by eminent domain Lot 15, Block 8 of the Riverview Addition of the City of Kingsport; and**

**WHEREAS, it appears the title to the property may be in the City of Kingsport; and**

**WHEREAS, in November 1947 the Kingsport Housing Corporation conveyed this parcel, along with several other parcels to the Kingsport Improvement Company; and**

**WHEREAS, the Improvement Company, through its successor, the Securities Company conveyed all the property it owned in Kingsport to the city in 1981; and**

**WHEREAS, it appears Mr. Edward Gilmore, Jr. has been paying property taxes on the property for several years and may have an interest in the property; and**

**WHEREAS, it does not appear that the property was ever conveyed by the city;  
and**

**WHEREAS, the Kingsport Housing and Redevelopment Authority has requested that the city convey its interest in the property, if any, to the Kingsport Housing and Redevelopment Authority by quitclaim deed; and**

**WHEREAS, this will assist the Kingsport Housing and Redevelopment Authority in its effort to redevelop areas in the Riverview neighborhood of the city thereby improving the health, safety and welfare of the city's citizens.**

**Now, therefore,**

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

**SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney a quitclaim deed to the Kingsport Housing and Redevelopment Authority for Lot 15, Block 8 of the Riverview Addition to the City of Kingsport, and the board finds that the conveyance will assist the Kingsport Housing and Redevelopment Authority in its effort**

to redevelop areas in the Riverview neighborhood of the city thereby improving the health, safety and welfare of the city's citizens.

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

ADOPTED this the 19th day of August, 2008.

---

DENNIS R. PHILLIPS, MAYOR

ATTEST:

---

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ATTORNEYS AT LAW

William T. Gamble  
Dorman L. Stout  
W. Gorman Waddell  
Richard M. Currie, Jr.  
Orren Taylor Pickard, Jr.  
Robert L. Arrington  
Frank A. Johnstone  
William S. Lewis  
Katherine W. Singleton  
Russell W. Adkins  
Joel A. Conkin  
Andrew T. Wampler  
Marsha M. Arnurius  
Steven C. Huret  
Andrew Glenn  
Tracey A. Berry

Howard E. Wilson (1981)  
Joe W. Worley (1997)  
Frank K. Moore (1987)

July 23, 2008

J. Michael Billingsley, Esq.  
City Attorney for the City of Kingsport  
225 W. Center St.  
Kingsport, TN 37660-4285

**RECEIVED**  
JUL 24 2008  
CITY ATTORNEY'S OFFICE  
CITY OF KINGSFORT, TN

Dear Mike:

Re: Kingsport Housing and Redevelopment Authority v.  
Edward A. Gilmore, Jr., et al.  
Sullivan County Law Court at Kingsport, Tennessee  
Civil Action No. C37823(C)  
Our File: 56014

As you know, our firm represents Kingsport Housing and Redevelopment Authority ("KHRA") in its redevelopment efforts in the Riverview Community. As part of its redevelopment efforts, KHRA is using its statutory eminent domain power to take title to certain properties where it is unclear as to who is the record owner.

The property that is the subject of the above-referenced eminent domain action, is an unimproved parcel known as Lot 15, Block 8 of the Riverview addition.

On November 29, 1947, the Kingsport Housing Corporation deeded several parcels to the Kingsport Improvement Company. This deed included parcel #53, which is also known as Lot 15, Block 8 of the Riverview addition. This deed is of record in Book 97A, Page 1 in the Sullivan County Register of Deeds office in Blountville, Tennessee. A copy of this deed's first page and the page showing the conveyance of Parcel #53 are enclosed.

Based on our title examination of the subject property, it appears title remained with the Kingsport Improvement Company until this entity was absorbed by its successor, the Securities Company. By deed dated May 7, 1981, the Securities Company conveyed to the City of Kingsport all right, title, and interest which it had as successor in title to the Kingsport Improvement Company. This deed is of record in Book 283C, Page 258 in the Sullivan County Register of Deeds office at Blountville, Tennessee. A copy of this deed is enclosed.

There is no deed of record that shows a conveyance of the subject property to the Gilmores, although Edward Gilmore, Jr. has paid the property taxes for several years.

I would appreciate you taking steps to have the City of Kingsport execute a quitclaim deed to convey any interest it may have in this subject property as soon as possible.

J. Michael Billingsley, Esq.

July 23, 2008

Page 2

Thank you for your cooperation. We certainly believe it is in the City of Kingsport's interest to allow this redevelopment to proceed forward. I look forward to hearing from you shortly.

Very truly yours,

WILSON WORLEY MOORE GAMBLE & STOUT PC



Steven C. Huret

SCH/alj

Enclosures

cc: Kingsport Housing and Redevelopment Authority  
c/o Mr. Terry Cunningham (w/o enclosures)



## AGENDA ACTION FORM

**Consideration of a Resolution Awarding the Bid for the Holston Valley Medical Center Roadway and Bridge Improvements Contract 2 to Thomas Construction Co., Inc. and Authorize the Mayor to Sign All Applicable Documents**

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

Action Form No.: AF-268-2008  
 Work Session: August 18, 2008  
 First Reading: N/A

Final Adoption: August 19, 2008  
 Staff Work By: S. Crawford/M Thompson  
 Presentation By: R. McReynolds

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #: N/A

KSF #4: Stewardship of Public Funds

KSO #: N/A

**Recommendation:** Approve the resolution.

**Executive Summary:** See Supplemental Information.

**Attachments:**

1. Supplemental Information
2. Resolution
3. Recommendation Letter with Certified Bid Tabulation
4. Location Map

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

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

## SUPPLEMENTAL INFORMATION

Bids were opened on July 29, 2008 for the Holston Valley Medical Center Roadway and Bridge Improvements Contract 2 Project. It is recommended to accept the bid from Thomas Construction Co., Inc. as follows:

Base Bid	\$1,192,028.50
4% Engineering Inspection Fee	47,681.00
6% Contingency	<u>74,383.00</u>
Total Project Cost	\$1,314,092.50

This project has been a high priority project for the City of Kingsport and Wellmont for several years. The item before you today is for the approval of the Construction Contract for the City of Kingsport's portion of the Phase 1 Gibson Mill Road Realignment project. More particularly, this project will reconstruct a portion Cassel Drive (from Wellmont's new bridge over Reedy Creek at the old Boys and Girls Club property to Ravine Road; approximately 1400'), reconstruct approximately 250' of Holston Valley Drive, close W. Ravine at Cassel Drive and realign W. Ravine just east of Cassel Drive to align W. Ravine Road with Cassel Drive to allow a more direct access to the Hospital from Stone Drive. This project must be performed in conjunction with Wellmont's portion of the project which consists of a new bridge over Reedy Creek and a new roadway across the old Boys and Girls Club property to within 100' of Lee Street. This is Phase 1 of a proposed three phase project that will ultimately reconstruct Gibson Mill Road from Bloomingdale Pike to the Watauga Roundabout. A total of 4 bids were received, ranging from the recommended low base bid of \$1,192,028.50 to a high of \$1,940,757.51. The engineering cost opinion prior to the bid opening was \$1,300,000 (see attached bid tabulation).

Funding is identified in Project Number GP0721.

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

A RESOLUTION AWARDING THE BID FOR THE HOLSTON VALLEY MEDICAL CENTER ROADWAY AND BRIDGE IMPROVEMENTS CONTRACT 2 PROJECT TO THOMAS CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT, WITH THOMAS CONSTRUCTION COMPANY, INC.

WHEREAS, bids were opened July 29, 2008 for the Holston Valley Medical Center Roadway and Bridge Improvements Contract 2 Project; and

WHEREAS, upon review of the bids, the board finds Thomas Construction Company, Inc. is the lowest responsible compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract with Thomas Construction Company, Inc. for the Holston Valley Medical Center Roadway and Bridge Improvements Contract 2 Project, in the amount of \$1,192,028.50 plus a four percent (4%) engineering inspection fee in the amount of \$47,681.00 and a six percent (6%) contingency, in the amount of \$74,383.00 for a total project cost of \$1,314,092.50; and

WHEREAS, funding is provided in Project Number GP0721.

Now therefore,

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

SECTION I. That the bid for the Holston Valley Medical Center Roadway and Bridge Improvements Contract 2 Project is awarded to Thomas Construction Company, Inc.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a contract, and all other documents necessary and proper to effectuate the contract, with Thomas Construction Company, Inc. for the Holston Valley Medical Center Roadway and Bridge Improvements Contract 2 Project, in the amount of \$1,192,028.50 plus a four percent (4%) engineering inspection fee in the amount of \$47,681.00 and a six percent (6%) contingency, in the amount of \$74,383.00 for a total project cost of \$1,314,092.50.

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

ADOPTED this the 19th day of August, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Michael S. Agee  
Steven A. Campbell  
Randy W. Beckner  
Bradley C. Craig  
Wm. Thomas Austin  
David P. Wilson  
James B. Voso

Edwin K. Mattern, Jr. (1949-1982)  
Sam H. McGhee, III (Retired)  
Gene R. Cress (Retired)  
Stewart W. Hubbell (Retired)  
J. Wayne Craig (Retired)

July 31, 2008

Mrs. Sandra Crawford  
Procurement Manager  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660-4237

Re: "Contract 2 Recommendation of Award"  
Holston Valley Roadway and Bridge  
Improvements for Holston Valley  
Medical Center  
Comm. No. 1961L

Dear Sandra:

On July 29, 2008, bids were received for Contracts 1 and 2 on the above referenced project. Thomas Construction Co. Inc. was the low bidder for Contract 2 (City Portion) with a total bid price of \$1,192,028.50. A certified copy of the Bid Tabulation is attached.

After review of the bids, if the City Of Kingsport has no objections, we hereby recommend that Contract 2 of the above project be awarded to Thomas Construction Co., Inc.

If you have any questions, please feel free to call.

Sincerely,

MATTERN & CRAIG

Randy W. Beckner, P.E.  
Principal

RWB/lah

Enclosures

Cc: Mr. Mike Thompson, City of Kingsport  
Mr. Jim Moore, Holston Valley Medical Center (letter only)



**City of Kingsport and Holston Valley Medical Center Roadway and  
 Bridge Improvements - Contract 2  
 Bid Tabulation Summary  
 Bids Accepted July 29, 2008 4:00 pm**

Plan Holder	CONTRACT 2	
	Base Bid	Deductive Bid Item
* Thomas Construction	\$1,192,028.50	\$0.00
Summers-Taylor	\$1,507,467.00	\$50,000.00
Lyons Construction	\$1,627,669.80	\$0.00
Baker's Construction Services	\$1,940,757.51	\$10,000.00
APAC-Harrison Const.	NO BID	NO BID
Estes Bros. Constructors	NO BID	NO BID
Mountain States Contractors	NO BID	NO BID
Rogers Group	NO BID	NO BID
Simpson Construction	NO BID	NO BID

**ENGINEER'S ESTIMATE**                      \$1,300,000.00

\* Apparent Low Bidder as of July 31,2008



**City of Kingsport and HVMC Roadway Bridge Improvements - Contracts 1 and 2  
Bid Tabulation**

**CONTRACT 2**

**Bids Accepted July 29, 2008 4:00 pm**

Item	Description	Unit	Qty	Thomas Construction		Lyons Construction Co.		Baker's Construction Services		Summers-Taylor	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
<b>BASE BID UNIT PRICES</b>											
1	Mobilization	LS	1	19,214.61	19,214.61	85,600.00	85,600.00	147,675.62	147,675.62	105,000.00	105,000.00
2	Earthwork	LS	1	274,786.84	274,786.84	490,425.00	490,425.00	591,585.53	591,585.53	400,000.00	400,000.00
3	Rock Excavation	CY	100	34.01	3,401.00	200.00	20,000.00	41.97	4,197.00	45.00	4,500.00
4	15" RCP CL III	LF	327	54.51	17,824.77	52.50	17,167.50	54.14	17,703.78	45.00	14,715.00
5	18" RCP CL III	LF	128	50.65	6,483.20	55.85	7,148.80	57.41	7,348.48	54.00	6,912.00
6	TDOT Type 12 Catch Basin	EA	7	1,513.16	10,592.12	2,250.00	15,750.00	2,475.63	17,329.41	3,750.00	26,250.00
7	TDOT Type 14 Catch Basin	EA	2	4,319.41	8,638.82	4,580.00	9,160.00	4,498.49	8,996.98	5,300.00	10,600.00
8	TDOT Type ST Endwall	EA	1	1,048.11	1,048.11	1,250.00	1,250.00	1,281.87	1,281.87	3,150.00	3,150.00
9	Concrete Handicap Ramps	SF	300	32.67	9,801.00	35.00	10,500.00	49.08	14,724.00	20.40	6,120.00
10	Erosion Control	LS	1	16,527.73	16,527.73	45,600.00	45,600.00	28,100.32	28,100.32	47,500.00	47,500.00
11	TDOT Class A Grade D Base Aggregate	TON	4,200	19.45	81,690.00	21.95	92,190.00	27.60	115,920.00	20.75	87,150.00
12	TDOT Grade BM-2 Base Asphalt	TON	1,900	79.41	150,879.00	96.00	182,400.00	105.60	200,640.00	100.00	190,000.00
13	TDOT Grade D Surface Asphalt	TON	1,000	109.93	109,930.00	105.00	105,000.00	139.20	139,200.00	115.00	115,000.00
14	TDOT Type 6-30 Curb and Gutter	LF	4,100	14.60	59,860.00	16.80	68,880.00	21.94	89,954.00	17.65	72,365.00
15	TDOT Type A Detached Curb	LF	1,400	8.39	11,746.00	10.60	14,840.00	12.60	17,640.00	10.50	14,700.00
16	Concrete Sidewalks	SF	18,000	3.30	59,400.00	4.45	80,100.00	4.97	89,460.00	3.70	66,600.00
17	Concrete Driveways	SF	800	7.56	6,048.00	6.65	5,320.00	11.36	9,088.00	8.50	6,800.00
18	Pavement Marking	LF	10,000	1.27	12,700.00	1.40	14,000.00	1.20	12,000.00	0.50	5,000.00
19	Segmental Retaining Walls	LS	1	31,587.05	31,587.05	29,400.00	29,400.00	34,550.40	34,550.40	33,000.00	33,000.00
20	Traffic Control	LS	1	5,750.00	5,750.00	20,000.00	20,000.00	24,038.54	24,038.54	12,000.00	12,000.00
21	6" Water Line	LF	1,550	34.96	54,188.00	43.67	67,688.50	39.50	61,225.00	37.50	58,125.00
22	Fire Hydrant	EA	1	1,818.00	1,818.00	3,500.00	3,500.00	3,639.37	3,639.37	4,250.00	4,250.00
23	Air Release Valve	EA	1	689.59	689.59	1,565.00	1,565.00	2,740.74	2,740.74	3,180.00	3,180.00
24	Connections to Existing Water System	EA	2	245.69	491.38	1,600.00	3,200.00	6,063.93	12,127.86	3,500.00	7,000.00
25	Water Service Connection Relocation	EA	1	1,671.70	1,671.70	960.00	960.00	518.87	518.87	1,330.00	1,330.00

**City of Kingsport and HVMC Roadway Bridge Improvements - Contracts 1 and 2  
Bid Tabulation**

**CONTRACT 2**

**Bids Accepted July 29, 2008 4:00 pm**

Item	Description	Unit	Qty	Thomas Construction		Lyons Construction Co.		Baker's Construction Services		Summers-Taylor	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
26	Irrigation Sleeves	LS	1	18,461.46	18,461.46	4,500.00	4,500.00	11,002.54	11,002.54	5,000.00	5,000.00
27	Street Lighting	LS	1	87,734.65	87,734.65	101,350.00	101,350.00	91,549.20	91,549.20	92,000.00	92,000.00
28	Greenbelt and Pedestrian Bridge	LS	1	116,445.52	116,445.52	122,975.00	122,975.00	161,280.00	161,280.00	95,000.00	95,000.00
29	Permanent Signs	LS	1	865.95	865.95	1,200.00	1,200.00	15,000.00	15,000.00	2,450.00	2,450.00
30	Fence	LF	200	19.67	3,934.00	15.00	3,000.00	20.00	4,000.00	18.85	3,770.00
31	Removal of Existing Traffic Signal	LS	1	7,820.00	7,820.00	3,000.00	3,000.00	6,240.00	6,240.00	8,000.00	8,000.00
TOTAL CONTRACT 2 BASE BID UNIT PRICES					\$ 1,192,028.50		\$ 1,627,669.80		\$ 1,940,757.51		\$ 1,507,467.00

*Randy W. Beckley*

I certify that this tabulation is a correct and true representation of the bids received at the above date and time.

**CORRECTIONS MADE TO BID FORM FIGURES BY MATTERN & CRAIG**

Bidder	Portion	Item	Explanation
Lyons	Base Bid	7	Total Est. Price was not adjusted when Qty was reduced from 218 to 55 in Addendum #2.
			Bid Form Submitted as... Qty of 2 x Unit Price of \$4,580.00 = \$9,700.00 (this is Qty x Unit Price of 4,850.00)
			Bid Form Should Read.... Qty of 2 x Unit Price of \$4,580.00 = \$9,160.00 (difference of \$540.00)
Lyons	Base Bid	TOTAL	Total Base Bid Unit Price Items was incorrect due to math error as stated above
			Bid Form Submitted as... \$ 1,628,209.80
			Bid Form Should Read.... \$ 1,627,669.80 (difference of \$540.00)





**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute the Joint Cooperation Agreement for the Northeast Tennessee/Southwest Virginia HOME Consortium**

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

Agenda Form No.: AF-272-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008

Final Adoption: August 19, 2008  
 Staff Work: Mark Haga  
 Presentation: Mark Haga

**Recommendation:**

- Approve the Resolution.

**Executive Summary:**

In 2006, the Town of Jonesborough, TN joined the Northeast Tennessee/Southwest Virginia HOME Consortium as a participating member government, prompting the approval of a Joint Cooperation Agreement for the Consortium to include the Town. In 2008, during the re-qualifying period for member governments, the Town of Jonesborough opted to not pursue continued membership. Therefore, a new Joint Cooperation Agreement among the remaining member governments must be executed. These member governments will now include the cities of Kingsport, Bristol, TN, Johnson City, Bluff City and Bristol, VA, and Sullivan and Washington counties.

**Attachments:**

1. Resolution

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

RESOLUTION NO. 2008-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
THE NORTHEAST TENNESSEE/VIRGINIA CONSORTIUM JOINT  
COOPERATION AGREEMENT FOR HOME INVESTMENT  
PARTNERSHIP ACT

WHEREAS, the Northeast Tennessee/Virginia HOME Consortium Board of Directors has approved qualifying member governments for participation in the Consortium; and

WHEREAS, a Joint Cooperation Agreement among all participating jurisdictions is required by the United States Department of Housing and Urban Development for participation in the Home Investment Partnership Act and receipt of HOME funds.

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice-Mayor, is hereby authorized to execute, in a form approved by the City Attorney, the Northeast Tennessee/Virginia Consortium Joint Cooperation Agreement for Home Investment Partnership Act.

ADOPTED this the 19th day of August, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing Application for Annual MPO Grant Funds and Execution of Contract Between the Tennessee Department of Transportation and the City of Kingsport on Behalf of the Kingsport MPO for Fiscal Year 2008 and Fiscal Year 2009 Federal Transit Administration Section 5303 Planning Funds**

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

Action Form No.: AF-273-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008

Final Adoption: August 19, 2008  
 Staff Work By: Chris Campbell, Judy Smith  
 Presentation By: Chris Campbell

**BMA Strategic Plan 2007-2008**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

**CV #6:** Partnerships – We value regional partnerships and work with national and state organization

**KSF #6:** Reliable, Dependable Infrastructure – to provide a sustainable transportation system

**KSO #8:** Provide a well-maintained and expanding infrastructure that promotes safety

**Recommendation:**

Approve resolution.

**Executive Summary:**

Each Federal Fiscal Year, the City of Kingsport, on behalf of the Kingsport MPO, receives an appropriation of Section 5303 Planning funds from the Federal Transit Administration via the Tennessee Department of Transportation. These funds are also authorized through the Kingsport MPO and are used for planning and development of the City's Public Transportation Program. This year the TDOT Division of Multimodal Transportation Resources is using a new contract approach. Due to this process change, one contract has been issued for FY 08 and FY 09 (Federal FY 07 and 08). The program allocation is based on a formula of 80% Federal, 10% State, and 10% Local match. The contract amount for both fiscal years is for \$66,877 (Federal and State) and requires a Local match of \$7,431, which has already been allocated in the budgeting process. With Federal, State, and Local contributions, the total grant is \$74,308.

**Attachments:**

1. Resolution
2. Contract

Funding source appropriate and funds are available: Yes

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A GRANT CONTRACT BETWEEN THE CITY OF  
KINGSPORT AND THE TENNESSEE DEPARTMENT OF  
TRANSPORTATION TO RECEIVE FEDERAL TRANSIT  
ADMINISTRATION SECTION 5303 PLANNING FUNDS FOR  
USE BY THE KINGSPORT AREA METROPOLITAN  
TRANSPORTATION PLANNING ORGANIZATION FOR  
FISCAL YEAR 2008 AND FISCAL YEAR 2009

WHEREAS, each year the city receives an appropriation of Federal Transit Administration Section 5303 Planning Funds through the Tennessee Department of Transportation for use by the Kingsport Area Metropolitan Transportation Planning Organization; and

WHEREAS, the city must enter into a grant contract with the Tennessee Department of Transportation to receive the funds; and

WHEREAS, this year one grant contract has been issued for fiscal year 2008 and fiscal year 2009; and

WHEREAS, the contract amount for fiscal year 2008 and fiscal year 2009 inclusive is \$66,877 and requires a local match of \$7,431, which has been previously budgeted, for a total amount of \$74,308.

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, Chapter 10 of the Charter of the City of Kingsport, a contract with the Tennessee Department of Transportation to receive Federal Transit Administration Section 5303 Transportation Planning Funds for fiscal year 2008 and fiscal year 2009 inclusive, in the amount of \$66,877 and requiring a local match in the amount of \$7,431 for a total amount of \$74,308, for use by the Kingsport Area Metropolitan Transportation Planning Organization.

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

ADOPTED this the 19th day of August, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF KINGSPORT**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of transit planning coordination activities, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: C-626000323-00

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. The Grantee shall abide by the provisions of the Federal Transit Administration (FTA) Section 5303 Program, codified by U.S.C. 5303 to provide funds to Metropolitan Planning Organizations (MPOs) to support the costs of preparing long range transportation plans, financially feasible Transportation Improvement Plans, and conducting intermodal transportation planning and technical studies. Specifically, the funds will assist the Grantee with transportation planning administration, project planning, and transit planning coordination activities. The Grantee shall provide reports supporting activities with the deliverables indicating, but are not limited to, the following:

Transportation Planning Administration

- Conform to federal requirements, including support for a cooperative, continuous, and comprehensive program of activity.
- Provide resources and information to ensure public awareness and involvement in the local transportation planning process.

Project Planning

- Identify and meet the short-range transportation needs of the urban area, through the development of studies, plans and programs that promote the efficient use of existing transportation resources.
- Develop the urban area Transportation Improvement Program (TIP).
- Advise and recommend amendments to the Long Range Transportation Plan, as needed.

Transit Planning

- Assist Metropolitan Organization's and transit agency policy board members in understanding the metropolitan transportation planning process.
- Emphasize the preservation of the existing transportation system.
- Perform various special projects relating to the investigation of demand responsive transit, improvement of transit amenities, and expanded shuttle services.

- Improve the accessibility, connectivity, and mobility of people across and between transportation modes.

A.3. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents included by reference shall govern in order of precedence as detailed below.

- a. this Contract document and all of its attachments and exhibits, excluding the following items incorporated by reference; and
- b. the program being further explained in the Federal Transit Administration application which is on file in the Division of Multimodal Transportation Resources and incorporated in the grant by reference.

**B. GRANT CONTRACT TERM:**

- B.1. Grant Term. This Grant Contract shall be effective for the period commencing on January 1, 2007 and ending on December 31, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend the Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty-six Thousand Eight Hundred Seventy-seven Dollars and no cents (\$66,877.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment One, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation  
Division of Multimodal Transportation Resources  
Contract and Fiscal Section  
505 Deaderick Street  
James K. Polk Building, Suite 1800  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Grantee);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which the reimbursement request is applicable);
  - (4) Grant Contract Number (assigned by the State to this Grant Contract);
  - (5) Account Name: Department of Transportation, Multimodal Transportation Resources Division;
  - (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
  - (7) Grantee Name;
  - (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
  - (9) Grantee Remittance Address;
  - (10) Grantee Contact (name, phone and/or fax for the individual to contact with invoice questions);
  - (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
    - i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
    - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
    - iii. Total Amount Reimbursed under the Grant Contract to Date; and
    - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.
- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:
- (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
  - (2) not include any reimbursement requests for future expenditures.
- c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.
- d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract (including any adjustment pursuant to section C.7.a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the

Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.10. **Payment of Invoice.** The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. **Unallowable Costs.** The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. **Deductions.** The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. **Automatic Deposits.** The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least ninety (90) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.
- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in

order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

**NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454**

- D.10. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Department of Transportation." Any such notices by the Grantee shall be approved by the State.
- D.11. **Licensure.** The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. **Records.** The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. **Annual Report and Audit.** The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the

Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to

and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.23. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jerry Roache, Transportation Specialist  
Tennessee Department of Transportation  
Multimodal Transportation Resources Division  
505 Deaderick Street  
James K. Polk Building, Suite 1800  
Nashville, Tennessee 37243  
Email Address: jerry.roache@state.tn.us  
Telephone Number: (615) 253-1038  
FAX Number: (615) 253-1482

The Grantee:

Chris Campbell  
Transportation Planning Coordinator  
Kingsport Transportation Department  
201 West Market Street  
Kingsport, Tennessee 37660  
Email Address: campbell@ci.kingsport.tn.us  
Telephone Number: (423) 224-2670  
FAX Number: (423) 224-2756

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E. 4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5 No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.7. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject

to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

**E.9. T.C.A. Section 13-10-107 Compliance.**

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

**IN WITNESS WHEREOF:**

**CITY OF KINGSPORT**

\_\_\_\_\_  
**GRANTEE SIGNATURE**

\_\_\_\_\_  
**DATE**

DENNIS PHILLIPS, MAYOR

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
**GERALD F. NICELY, COMMISSIONER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
**DATE**

**APPROVED:**

---

**M.D. GOETZ, JR., COMMISSIONER  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DATE**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**

## Attachment One

## UNIVERSAL PUBLIC TRANSPORTATION BUDGET

	FEDERAL SHARE	STATE SHARE	GRANTEE MATCH	TOTAL GRANT
<b>SCOPE—BUS CAPITAL</b>				
11.12.xx Revenue Rolling Stock				
11.2x.xx Transit way Line				
11.3x.xx Station Stops/Terminals				
11.4x.xx Support Facilities & Equip				
11.5x.xx Electrification-Power Dist.				
11.6x.xx Signal & Communications				
11.7x.xx Other Capital Program Items				
11.79.00 Project Administration				
11.7A.00 Preventative Maintenance				
11.7C.00 Non Fixed Route ADA Para Service				
11.80.00 State Administration				
<b>SCOPE—OPERATING</b>				
30.09.01 Operating Assistance				
30.80.01 Operating Assistance-CMAQ				
30.00.00 Operating Assistance- TDOT-				
<b>SCOPE—PLANNING</b>				
44.1x.xx State Planning & Research				
44.2x.xx Metropolitan Planning	\$59,446.00	\$7,431.00	\$7,431.00	\$74,308.00
44.3x.xx Consolidated Planning Grants				
44.00.00 Commuter Trans. Asst Program				
44.10.01 United We Ride Grant				
<b>SCOPE—RURAL TRANSIT ASST PROGRAM</b>				
43.5x.xx Rural Transit Assistance Program				
<b>SCOPE— MANAGEMENT TRAINING</b>				
50.xx.xx Management Training				
<b>OTHER</b>				
60.xx.xx				
<b>GRAND TOTAL</b>	<b>\$59,446.00</b>	<b>\$7,431.00</b>	<b>\$7,431.00</b>	<b>\$74,308.00</b>



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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ADOPT A PLAN DOCUMENT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND PLAN DOCUMENT, WITH WILSON PHARMACY, INC./CLINICAL MANAGEMENT CONCEPTS, INC. FOR A DIABETES MANAGEMENT PROGRAM

WHEREAS, the City of Kingsport desires to enter into an agreement with Wilson Pharmacy, Inc./Clinical Management Concepts, Inc. for a Diabetes Management Program for all full-time city employees under the supervision of the city manager who are enrolled in the city's health insurance plan and participate in the wellness program, spouses and dependents of such city employees, when the spouses or dependents are enrolled in the city's health insurance plan and participate in the wellness program (if eligible), and retired employees and spouses who are enrolled in the city's health insurance plan and participate in the wellness program; and

WHEREAS, the initial term of the agreement will be for one (1) year at sixteen and 50/100 dollars (\$16.50) per participant per month; and

WHEREAS, the City of Kingsport desires to adopt a Plan Document which defines eligibility criteria and compliance standards for the Diabetes Management Plan.

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, and all other documents necessary and proper to effectuate the purpose of the agreement, with Wilson Pharmacy, Inc./Clinical Management Concepts, Inc. for a Diabetes Management Program.

SECTION II. That the Diabetes Management Program Plan Document is adopted.

SECTION III. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, a Plan Document, and all other documents necessary and proper to effectuate the purpose of the Plan Document, with Wilson Pharmacy, Inc./Clinical Management Concepts, Inc. for a Diabetes Management Program.

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

ADOPTED this the 19th day of August, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Agreement For Services

Wilson Pharmacy, Inc  
Clinical Management Concepts, Inc.

Parties of the Contract: Wilson Pharmacy, Inc./Clinical Management Concepts, Inc. and City of Kingsport, Tennessee.

City of Kingsport, Tennessee has authorized Wilson Pharmacy, Inc./Clinical Management Concepts, Inc. to administer wellness programs as described in this contract, to bill for services, and to resolve questions concerning the program content. The term of this agreement is 12 months, and automatically renews on the anniversary date with mutual agreement by both parties. Rate adjustments will be mutually agreed upon by both parties and will be effective on the anniversary date. Contract may be terminated by either party without cause with a 60 day written notice by the terminating party.

## Programs to be administered:

Nursing ( 8 hours per month)*	\$41.44 per hour
Diabetes Management*	\$16.50 per participant (30 minimum)

**\*Pricing is based on 600 employees estimating that 7% are diabetic and will participate in the diabetes management program.**

**Program dates: May 1, 2008 to April 30, 2009**

### **Estimated number of participants:**

Per Hour per Month:	8	On-site Nursing	@	\$41.44 = \$3,978.00
Per participant per Month	42	Diabetes Program	@	\$16.50 = \$8,316.00
<b>Estimated Annual Total</b>				<b>\$12,294.00</b>

Additional services will be billed at the time of service and paid according to invoice terms.

### **PAYMENT PROCESS and TERMS:**

City of Kingsport will pay "Clinical Management Concepts, Inc" as billed. Invoices are payable upon receipt.

**City of Kingsport, Tennessee**

**Wilson Pharmacy, Inc.**  
**Clinical Management Concepts, Inc.**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# **CITY OF KINGSPORT, TENNESSEE DISEASE MANAGEMENT PLAN**

## **CITY OF KINGSPORT DISEASE MANAGEMENT**

City of Kingsport (hereinafter “City of Kingsport”) hereby adopts the City of Kingsport Disease Management Plan (the “Plan”). These services are not diagnostic or therapeutic, and are provided to supplement the services provided by the plan participants, physician, pharmacist, health plan or any other source of credible health care information.

## Section 1: Introduction

**1.1 Purpose.** The purpose of the Plan is to provide disease management services to plan participants of City of Kingsport in the circumstances and on the conditions hereinafter specified.

The receipt of any disease management services is contingent upon a plan participants’ diagnosis by a health care provider. Disease management services are not automatic and are not mandatory, and are intended to coach plan participants to manage their disease better.

**1.2 Definitions.**

- a. *Covered Employee.* For purposes of the Plan, the term “Covered Employee” means any full time employee of City of Kingsport. Employee must be on the City’s health insurance plan and they must have participated in the most recent Health Risk Assessment (HRA).
- b. *Covered Employer.* The term “Covered Employer” is defined to mean City of Kingsport.
- c. *Participant.* Any eligible employee, retiree, or spouse/dependent (If dependent child, employee parent must participate in HRA) who:
  - 1.) is covered by City of Kingsport’s health insurance plan
  - 2.) has participated in the City of Kingsport’s most recent Health Risk Assessment
  - 3.) has received a diagnosis by a physician of diabetes or pre-diabetes
  - 4.) has completed and signed the required plan participation agreement
- d. *Disease Management.* Coaching and monitoring of participants who have been diagnosed by a licensed physician with diabetes, or pre-diabetes, or persons determined at risk as defined by the American Diabetes Association risk calculator.

**1.3 Effective Date and Plan Year.** The “effective date” of the plan is May 1, 2007. The “plan year” is the 12-month period beginning each May and ending the following April.

**1.4 Plan Administration.** City of Kingsport shall be the Plan Administrator. The Plan Administrator shall have discretionary authority to construe, interpret, apply and administer the terms of the plan; and to determine eligibility for, and amount of, benefits under the plan. The Plan Administrator also shall have the discretion to determine all questions of law and fact as may be necessary in connection with the construction, interpretations, application or administration of the Plan. The Plan Administrator’s determination of any matters concerning the Plan shall be final and binding. The Plan Administrator may delegate to others its authority under the Plan, and any such delegation shall carry with it the Plan Administrator’s discretionary authority.

## Section 2: Eligibility

**2.1 Eligible Employees.** Plan participant who meets requirements as set forth by plan administrator.

**2.2 Ineligible Employees.** Even if otherwise eligible, the following plan participants are not eligible to receive benefits under the Plan:

- a. plan participants who quit, resign or otherwise terminate their employment voluntarily or involuntarily;

- b. plan participants who are terminated due to failure to return to work immediately following the conclusion of an approved leave of absence;
- c. plan participants whom a Covered Employer discharges due to failure to report to work or other unsatisfactory behavior or performance, as determined in the Covered Employer's sole discretion;
- d. plan participants who no longer participate in the city's health insurance plan;
- e. plan participants who do not participate in the annual health risk assessment;
- f. plan participants who fail to meet minimum plan requirements;
- g. plan participants who become eligible for Medicare.

### **Section 3: Plan Benefits**

#### **3.1 Disease Management Benefits:**

- a. regularly scheduled coaching by a designated health care professional
- b. waiver of prescription plan co-pays specific to the treatment of diabetes

#### **3.2 Payment of Benefits.** All costs associated with the Disease Management program will be paid by the Covered Employer.

#### **3.3 Cessation of Benefits.** Disease management services shall cease immediately:

- 1.) upon the Participant's failure to attend three (3) consecutive scheduled appointments with the disease management consultant OR
- 2.) upon noncompliance with necessary labwork (e.g. A1C, lipid profile, regular glucose monitoring) as required by program
- 3.) re-instatement in the Disease Management program will be at the discretion of the plan administrator.

### **Section 4: Financing Plan Benefits**

All benefits payable under the Plan shall be paid directly by the Covered Employer out of its general assets. No Covered Employer shall be required to segregate on its books or otherwise any amount to be used for the payment of benefits under the Plan.

### **Section 5: Claims for Benefits**

#### **5.1 Claims Procedure.** Any person who believes he or she is being denied any rights or benefits under the Plan may file a claim in writing with the Plan Administrator. If any claim is wholly or partially denied,

the Plan Administrator will notify the person of its decision in writing. The notification will contain (a) specific reasons for the denial, (b) specific reference to pertinent Plan provisions, (c) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary and (d) information as to the steps to be taken if the person wishes to submit a request for review. Notification will be given within 90 days after the claim is received by the Plan Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances are given to such person within the initial 90-day period). If notification is not given within this period, the claim will be considered denied as of the last day of the period, and the person may request a review of his or her claim.

- 5.2 Claims Review Procedure.** Within 60 days after the date on which a person receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), the person (or his or her duly authorized representative) may (a) file a written request with the Plan Administrator for the review of the denied claim and of pertinent documents and (b) submit written issues and comments to the Plan Administrator. The Plan Administrator will notify the person of its decision in writing. The notifications will be written in a manner calculated to be understood by the person and will contain specific reasons for the decision as well as specific reference to pertinent Plan provisions. The decisions on review will be made within 60 days after the request for review is received by the Plan Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Plan Administrator to hold a hearing, and if written notice of such extension and circumstances are given to such a person within the initial 60-day period). If the decision on review is not made within such period, the claim will be considered denied.

## Section 6: Miscellaneous

- 6.1 Employment Rights.** The plan does not constitute a contract of employment, and participation in the Plan will not give any person the right to be rehired or retained in the employ of any Covered Employer. Nor will participation in the Plan give any person any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.
- 6.2 Controlling Law.** The laws of the City of Kingsport, Tennessee and the State of Tennessee shall control all matters relating to the plan.
- 6.3 Headings.** The headings of sections and subsections herein are for convenience of reference only and shall not be construed or interpreted as part of the Plan.
- 6.4 Severability.** If any provision of the Plan shall be held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if such illegal or invalid provision had never been contained in the Plan.

## Section 7: Amendment and Termination

City of Kingsport reserves the right, in its sole discretions to amend the Plan from time to time or to terminate the Plan, all without prior notice. No representations by anyone can extend City of Kingsport's disease management services policies to provide for disease management services that are not covered by the Plan.

**Section 8: General Plan Information**

**Plan Name:**  
City of Kingsport Disease Management

**Type of Plan:**  
Disease Management

**Type of Plan Administration:**  
Self-Administered

**Agent for Service of Legal Process:**  
General Counsel  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

**Plan Sponsor:**  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

**Funding:**  
Plan Benefits provided by:  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

**Plan Administrator:**  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

IN WITNESS WHEREOF, City of Kingsport has caused the Plan Document to be executed this \_\_\_\_ day of \_\_\_\_\_, 2008.

**CITY OF KINGSPORT, TENNESSEE**

**WILSON PHARMACY, INC.  
CLINICAL MANAGEMENT CONCEPTS, INC.**

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## AGENDA ACTION FORM

### 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

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

Action Form No.: AF-276-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008

Final Adoption: August 19, 2008  
 Staff Work By: R. Trent, M. Thompson  
 Presentation By: M. Billingsley

**Recommendation:** Approve the resolution and settlement.

#### **Executive Summary:**

In order to start the construction of Phase II of the Gibson Mill Road Realignment Project, the attached resolution has been prepared authorizing and directing the city attorney to institute condemnation proceedings to acquire in fee property that cannot be voluntarily secured from property owners. The owner of 101 West Stone Drive, Clyde M. Groseclose, Jr., has agreed to resolve the property issue for the amount of \$310,000.00 if the city agrees to acquire the necessary property through condemnation. An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicated the fair market value of \$290,000.00. The Board of Mayor and Aldermen approved the right-of-way purchase for this property on December 4, 2007. Upon discussion with Designated Alderman Valerie Joh, it is recommended that the Board of Mayor and Aldermen approve the settlement of the entire property for \$310,000.00.

#### **Attachments:**

1. Ordinance #5655
2. Resolution

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

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

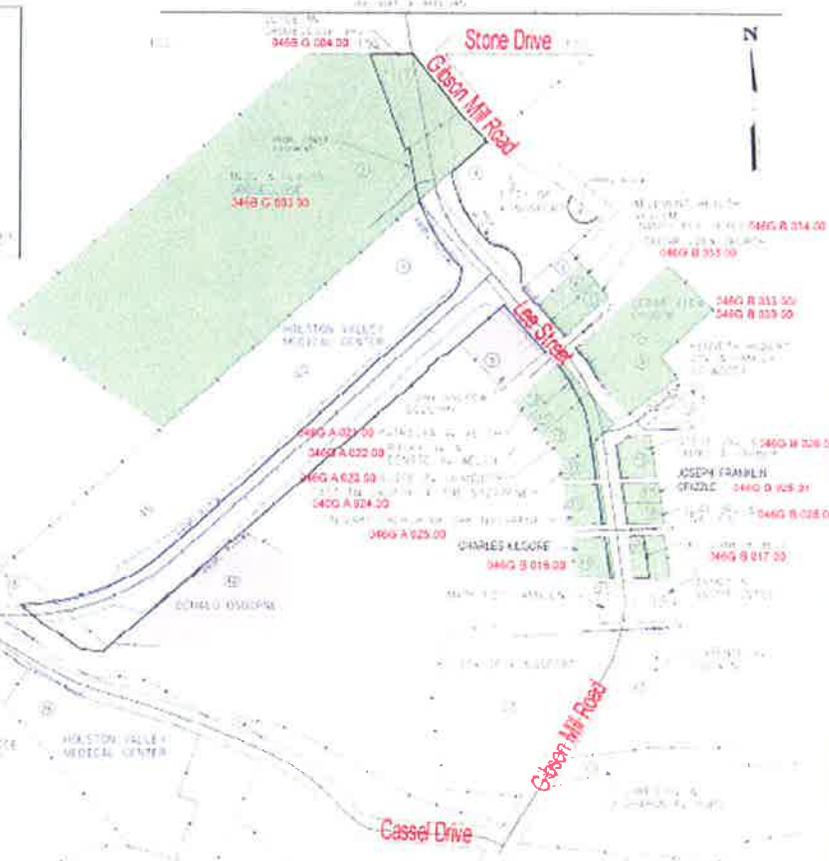


**LEGEND**  
 Phase I -  
 Donated -  
 Phase II -  
 (Currently under Consideration)

Holston Valley Drive

Rainey Road

HOLSTON VALLEY MEDICAL CENTER  
 DONALD OSBORNE  
 STATE OF TENNESSEE  
 HOLSTON VALLEY MEDICAL CENTER



3

Matter & Craig

3

## ORDINANCE NO. 5655

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of the Public Works Projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the City has embarked upon the accomplishment of the herein named Public Works Project in accordance with the terms and provisions of said Act; and

WHEREAS, the City is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the City, for present or future public use, and in accordance with the terms and provisions of the general law of the State regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named Public Works Projects to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named Public Works Project; and

WHEREAS, time is of the essence in the accomplishment of the herein named Public Works Project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the City Attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following Public Works Project:

*Gibson Mill Road Realignment Project*

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the City Attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

  
DENNIS R. PHILLIPS, Mayor

ATTEST:

  
  
ELIZABETH A. GILBERT  
Deputy City Recorder

APPROVED AS TO FORM:

  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: February 5, 2008

PASSED ON 2ND READING: February 19, 2008

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

A RESOLUTION TO AUTHORIZE CONDEMNATION PROCEEDINGS FOR PHASE II OF THE GIBSON MILL ROAD REALIGNMENT PROJECT AND APPROVE SETTLEMENT OF CONDEMNATION

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has accorded completion of Phase II of the Gibson Mill Road Realignment Project a priority; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, by passage of Ordinance #5655 authorized and directed the City Attorney of the City of Kingsport to institute condemnation proceedings upon direction by resolution of the Board of Mayor and Aldermen in the event that the necessary right-of-way cannot be voluntarily acquired; and

WHEREAS, the City of Kingsport, Tennessee has tendered to the owner of record its offer to purchase certain property located at 101 West Stone Drive situated in the 11th Civil District of Sullivan County, to-wit:

Clyde M. Groseclose, Jr.

WHEREAS, the property owner of 101 West Stone Drive, Clyde M. Groseclose, Jr., has agreed to resolve the property request issue for the amount of \$310,000.00 if the city agrees to acquire the necessary property through condemnation.

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

Section I. That the recommendation of the Public Works Department to initiate condemnation proceedings to secure the referenced property is well taken and is hereby approved;

Section II. That the city attorney of the City of Kingsport, Tennessee, is hereby authorized to institute condemnation proceedings to acquire in fee the property located at 101 West Stone Drive situated in the 11th Civil District of Sullivan County, to-wit:

Clyde M. Groseclose, Jr.

Section III. That pursuant to the appraisal of property indicating the fair market value of \$290,000.00, the city attorney is authorized to settle the condemnation lawsuit for \$310,000.00 to acquire 101 West Stone Drive, 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.

ADOPTED this the 19<sup>th</sup> day of August, 2008.

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

ATTEST:

\_\_\_\_\_  
ELIZABETH A. GILBERT  
Deputy City Recorder

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Consideration of Appointment and Reappointments to Kingsport Tree Advisory Board

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

Action Form No.: AF-265-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008

Final Adoption: August 19, 2008  
 Staff Work By: Lewis A. Bausell  
 Presentation By: Lewis A. Bausell

BMA Strategic Plan 2005-2006  
 (CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)  
 CV #: 1 Value Citizens  
 KSF # 1 Citizen Friendly Government  
 KSO #2 Provide Infrastructure of E.D.

Recommendation: Approve Appointment and Reappointment

#### Executive Summary:

The Kingsport Tree Advisory Board was established in July of 1995 to advise the Board of Mayor and Aldermen on issues involving the proper management of Kingsport's Urban Forest. As per the Tree Advisory Board's by laws "Vacancies occurring on the Tree Board will be filled by the Board of Mayor and Aldermen with recommendations by the Tree Advisory Board". Therefore, the Kingsport Tree Advisory Board recommends that Robert E. Winstead & Dan Wernick be reappointed to the Kingsport Tree Advisory Board until June 30, 2010. The Tree Board also recommends the appointment of Amy Fisher until June 30, 2010.

#### Attachments:

1. Biography on Amy Fisher
2. Biography on Robert E. Winstead
3. Biography on Dan Wernick

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

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

## Autobiography of Amy Fisher

Amy Fisher has been a resident of East Tennessee for 22 years and lives on Fleetwood Drive in Kingsport. She has been a stay-at-home mother for three children (now grown) and currently serves as the media library director at First Baptist Church of Church Hill. She is also a member of the Garden Guild of Ridgefields.

## Biography for Robert E. Winstead

Bob is a Kingsport native and graduated from Dobyys-Bennett High School in 1985. While in college he worked for several years at Evergreen Garden Center in the shrubbery and tree department. He has a BS in Biology and an MS in Environmental Health from ETSU. Bob worked for the Tennessee Department of Environment and conservation, Division of Water Pollution Control for three years, from 1993 through 1995. He then spent six years in the private sector, doing primarily Aquatic Resource Alteration Permits including stream and wetland restoration and mitigation. Bob then spent four years working for the Virginia Department of Transportation doing stream and wetland mitigation and permitting.

Bob is now the Environmental Manager for BAE Systems, Ordnance Systems, Inc., operating contractor for Holston Army Ammunition Plant. He is a Kingsport resident with a keen interest in and love for trees. He has also been a member of the American Chestnut Foundation since 2003.

Bob was first appointed to the Tree Board in December of 2007 to fill the remaining term of Pete Heinz who resigned due to illness.

## Biography for Dan Wernick

Dan Wernick has been a procurement forester for Weyerhaeuser (now Domtar) since 2003. Prior to this, he worked for Willamette/Weyerhaeuser on the Tennessee Timberlands, headquartered in Hickman Co. Tennessee. He received his B.S. in forestry from Southern Illinois University. He serves on the board of directors of the Colonial Heights Optimist Club as well as the board of B'nai Sholom Congregation in Bristol. He is a Certified Forester and a member of the TN Forestry Association and the VA Forestry Association and serves on the Sustainable Forestry Initiative's VA State Implementation Committee.



**AGENDA ACTION FORM**

**Consideration of Reappointments to the Beverage Board**

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

Action Form No.: AF: 269-2008  
 Work Session: August 18, 2008  
 First Reading: N/A  
 Final Adoption: August 19, 2008  
 Staff Work By: Liz Gilbert  
 Presentation By: Mayor Phillips

**Recommendation:** Approve the reappointment of Mr. Charles C. Nitschke and Mr. Keener Mallicote to the Kingsport Beverage Board.

**Executive Summary:**

Mr. Nitschke has served one term, which term will expire as of August 31, 2008. Mr. Nitschke has agreed to serve an additional three-year term on the Beverage Board, if approved by the Board of Mayor and Aldermen, will be reappointed, effective September 1, 2008 and expiring August 31, 2011.

Mr. Mallicote has also served one term, which term will expire as of August 31, 2008. Mr. Mallicote has agreed to serve a second three-year term on the Beverage Board, if approved by the Board of Mayor and Alderman, will be reappointed, effective September 1, 2008 and expiring August 31, 2011.

**Attachments:**

1. Bio – Charles C. Nitschke
2. Bio – Keener Mallicote

Funding source appropriate and funds are available: N/A

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

**Biographical Sketch  
For  
Charles C. Nitschke**

**Career:**

Spent career with Eastman Chemical Products working in numerous positions.  
Retired in 1997 as Director of Container Plastics.

**Education:**

BS in Industrial Engineering from University of Kansas  
MBA from University of Kansas

**Activities:**

- Neighborhood Council of Kingsport—Co-founder & past president
- Kingsport Historic Zoning Commission—past board member
- Kingsport Gateway Commission—past board member
- Kingsport Beverage Board—current board member
- Boys & Girls Club of Kingsport—current board member
- Ridgefields Country Club—past president
- Kiwanis Club of Kingsport—past president & current member
- Wellmont Hospital—past board member

**Interests:**

- Avid supporter of Kingsport's quality of life
- Children and grandchildren (6)
- Improving my golf game!
- Traveling

**Personal:**

Born and raised in Kansas. Married to Loretta.  
Two grown children—one in Fort Mill, SC; one in Portland, OR

**3300 Parkcliffe Dr.  
Kingsport, TN 37664  
423-246-5797  
Nitschke@chartertn.net**

*Biography*  
*of*  
*G. Keener Mallicote*  
1204 Watauga Street  
Kingsport, TN 37660  
(423) 245-7418/home  
(423) 345-2000/work

Wife: Nancy Green Mallicote

Children (*all of Kingsport*):

Pam Shapiro  
Kendra Mallicote  
Ben Mallicote

- Lifelong resident of Kingsport.
- Founder and President of Contour Industries, a 23-year old glass fabrication company manufacturing oven doors, refrigerator shelving, lighting glass and tempered glass for window and door manufacturers.
- Board member of Holston Business Development Center
- Board member of Kingsport Public Art Committee.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the General Project Fund, Drug Fund, Federal Transit Fund and the Sewer Project Fund Budgets**

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

Action Form No.: AF-228-2008  
 Work Session: August 4, 2008  
 First Reading/(Public Hearing Held): August 5, 2008  
 Final Adoption: August 19, 2008  
 Staff Work By: Smith  
 Presentation By: Smith/Campbell

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

**CV #:**  
**KSF #**  
**KSO #**

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

This ordinance is a year end clean up ordinance for various projects.

Funds are being transferred from the General Project Fund to the Federal Transit project fund to clear up the projects. General Project (GP0714) will be closed.

Revenue collected from forfeited assets is being appropriated to cover the Drug Investigations in the Drug Fund for FY08.

Funds are being transferred within the Sewer Project Funds to clear up projects that have deficits and to close all of the projects.

**Attachments:**

- 1. Ordinance

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

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



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Funds Necessary to Enter into a Materials Agreement with Rob McClean Related to Anchor Point – Topsail Court

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

Action Form No.: AF-249-2008
Work Session: August 4, 2008
First Reading/(Public Hearing Held): August 5, 2008
Final Adoption: August 19, 2008
Staff Work By: R. McReynolds
Presentation By: R. McReynolds

BMA Strategic Plan 2005-2006
(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)
CV #:
KSF #
KSO #

Recommendation: Approve the resolution and ordinance

Executive Summary:

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

Pursuant to is policy, Rob McClean has requested that his proposed development, Anchor Point – Topsail Court, be allowed to participate in the material agreement program. The total amount of the agreement is proposed at \$3,816.08.

To date, including this development, the program has supported 551 new/proposed lots within the City of Kingsport. Of those lots, 20 Certificates of Occupancy have been issued to date.

Attachments:

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

Table with columns Y, N, O and rows for Joh, Mallicote, Marsh, Munsey, Shull, Shupe, Phillips.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the Sewer Project Fund and the Sewer Fund Budgets

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

Action Form No.: AF 257-2008
Work Session: August 4, 2008
Final Adoption: August 19, 2008
Staff Work By: Smith
First Reading/(Public Hearing Held): August 5, 2008
Presentation By: Smith/Campbell/McReynolds

BMA Strategic Plan 2005-2006

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #:
KSF #
KSO #

Recommendation:
Approve the ordinance.

Executive Summary:

This ordinance is a year end clean up ordinance for the Sewer Fund.

Funds are being transferred from the Sewer Fund to the Miscellaneous Annexation Fund Project (SW0804). Several projects were closed that were funded with bond funds. These funds returned to the Debt Service fund to pay the sewer debt principal and interest payments. This left \$236,600 in the Sewer Fund operating budget that was allocated for debt service to be transferred to the Sewer Project Fund to be used for sewer line extensions to annexed property.

Attachments:

- 1. Ordinance

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

Table with columns Y, N, O and rows for various names: Joh, Mallicote, Marsh, Munsey, Shull, Shupe, Phillips.



**Consideration of an Ordinance to Amend the Water Project Fund Budget by Appropriating Tennessee Municipal Bond Fund Series 2008**

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

Action Form No.: AF 259-2008  
Work Session: August 4, 2008  
First Reading/(Public Hearing Held): August 5, 2008

Final Adoption: August 19, 2008  
Staff Work By: Smith/Winkle  
Presentation By: Campbell/McReynolds

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #:  
KSF #  
KSO #

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

Approve an ordinance to appropriate Tennessee Municipal Bond Fund Series 2008 in the amount of \$9,629,744 to fund the acquisition and installation of an automated meter reading and leak detection system.

**Attachments:**

- 1. Ordinance

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

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



**AGENDA ACTION FORM**

**Consideration of an Approval of Offer for Easements and Right-of-Ways for the Chase Meadows Development Sewer Extension Project**

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

Action Form No.: AF-264-2008  
 Work Session: August 18, 2008  
 First Reading: August 19, 2008  
 Final Adoption: August 19, 2008  
 Staff Work By: R. Trent, R. McReynolds  
 Presentation By: R. McReynolds

**Recommendation:** Approve the offer.

**Executive Summary:**

In order to extend sanitary sewer services to the Chase Meadows Development, the Public Works Department has requested right-of-ways and easements across affected property. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the attached property owner.

This project is funded under #412-5004-501-9001.

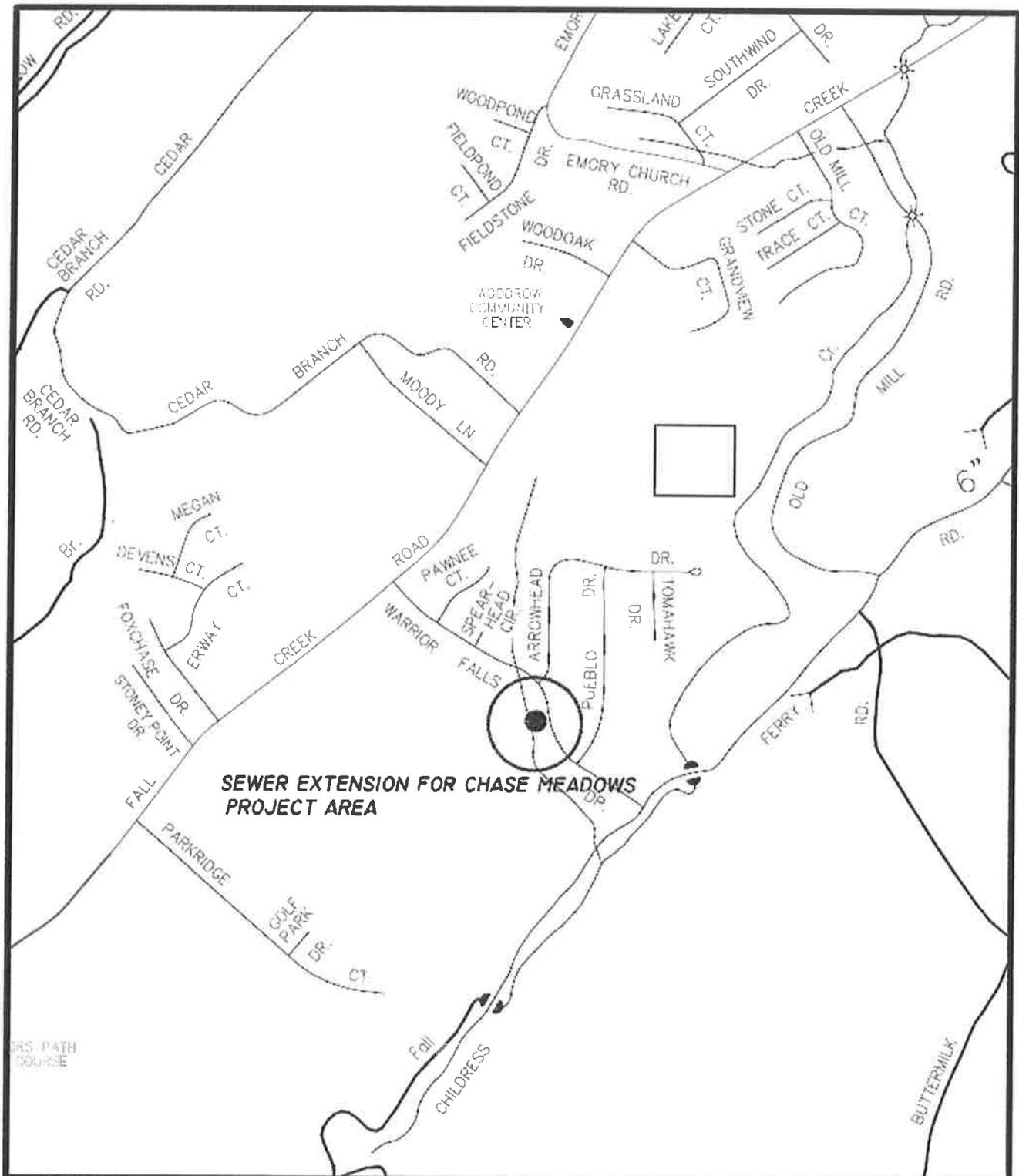
<u>Tax Map &amp; Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	
<u>Appraised Value</u>			
#078A; C#-016.00	Poteat Family Limited Partnership c/o Betty P. Olds 313 Pinelake Court Spartanburg, SC 29301	Perm. 663.33 sq. ft. Temp. 677.06 sq. ft.	\$283.00 \$ 96.00

**Attachments:**

- 1. Project Location Map

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

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



**SEWER EXTENSION FOR CHASE MEADOWS PROJECT AREA**

**SEWER EXTENSION TO CHASE MEADOWS DEVELOPMENT  
ACROSS WARRIOR FALLS SUBDIVISION**

**PROJECT LOCATION MAP**