



## AGENDA

### BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

**Monday, May 19, 2008**  
**Council Room — City Hall**  
**3:00 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 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, Assistant City Manager, Development Services

Chris McCartt, 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. Presentation on V.O. Dobbins by Chris McCartt
5. Update on Program Career Ladder by Barbara Duncan/ Capt. Jenny Abernathy
6. Analysis of Hybrid Vehicle Usage by Ryan McReynolds
7. Review of Items on May 6, 2008 Regular Business Agenda
8. Budget Presentation by Judy Smith
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  
May 19, 2008**

- **Fordtown Road Project - (Bill Albright) – UPDATED April 8, 2008 – A public hearing was held on March 20 from 5 to 7 p.m. at the Mercy Seat Church adjacent to the Eastern Star Road Interchange on I-26 (close to the project site). As was anticipated, very few attended. However, the presumed reason for the low attendance was the fact that there are only 3 or 4 property owners involved in the project. One owner (who did attend) owns around 90% of the affected properties. The others have been in communication with City as well as TDOT Staff and were already informed of the current and pending plans. Also, since the inception of this project, there has been basically no opposition or concerns with property owners or nearby residents. TDOT Staff from the Region I Office (Knoxville), who are designing and managing this project, attended and provided detailed drawings, which displayed the right-of-way/corridor that has now been established – beginning at the exit/entrance ramps at Exit 56 of I-81 and ending at the current overpass of I-26 over existing Fordtown Road. The new roadway includes 3 lanes (continuous center turning lane), curb and gutter the entire length and sidewalks on both sides the entire length. A bridge will be built over Kendricks Creek, which will add to the cost. TDOT officials indicated that the environmental review process is nearing completion, which will allow the right-of-way phase to begin. Once this is completed, the bid and construction phase will begin, likely in the winter of '09.**
- **Netherland Inn Bridge project - (Ryan McReynolds) – UPDATED May 15<sup>th</sup> – Work continues to progress on schedule. One of the four piers is completed; a second is coming up out of the ground, while a third has begun. Initial Site grading is 85% complete.**
- **Watauga Roundabout – (Ryan McReynolds) – UPDATED May 15<sup>th</sup> – AEP has completed the installation of the decorative street lights. The City continues to examine options of the public art to locate in the center of the roundabout.**

- **Traffic Calming Measures – (Michael Thompson) –UPDATED**  
**May 16th, 2008 – Pendragon Traffic Calming Project – Individual surveys have been counted with the following results. Ridgefields Country Club has abstained from the vote and therefore 107 parcels are included in the voting. Votes received back were 32 for traffic calming and 27 against traffic calming. The post cards sent to each resident stated all non-responses would be counted as a for vote. Considering this we have 74.8% for and 25.2% against and therefore we will be moving forward with the traffic calming plan on Pendragon Rd. as we did not reach the 30% against vote needed to stop us from moving forward. Shadyside Drive Traffic Calming Project - Public meeting to seek citizen input was held April 10th. Mail out of surveys later this month.**
- **Energy Efficiency Measures – (Ryan McReynolds) — UPDATED May 2<sup>nd</sup> – The new computer for managing the HVAC climate controls has come in and the contractors are setting a date for further training with our maintenance crew.**
- **Higher Education - (Jeff Fleming) –UPDATED May 13th -**  
**April 2 – Jeff delivered Higher Ed update to Rotary Club**  
**April 2 – Morris Baker re KHEC partner agreements for EDA application**  
**April 3 – Met with Morris Baker and Northeast State reps (Jon Harr, Susan Graybeal) to discuss data collection to measure future success**  
**April 4 – EDA conference call to review pre-application and discuss invitation for full application**  
**April 4 – Jeff delivered Higher Ed update to Kiwanis Club**  
**April 4 – John Campbell, Morris Baker, Tim Whaley to discuss EDA partner agreements**  
**April 7 – Committee met to rate KHEC CM-at-Risk proposals**  
**April 9 – John Campbell, Jim Demming, Mike Billingsley, Chris McCartt, Jeff Fleming to discuss operating agreement for KHEC**  
**April 9 – met with new staff project manager, David Mason, to update on KHEC and other projects**  
**April 11 – interviewed top 2 firms for CM-at-Risk to make selection for BMA consideration on Monday, April 14**  
**April 14 – J.A. Street Associates selected as CM-at-Risk**  
**April 29 – MHM Architects held a schedule coordination meeting with JASA, followed by a LEED kick-off meeting to discuss areas of responsibility for meeting LEED requirements.**  
**May 6 - The Design Development Drawings were delivered and reviewed by the City.**

May 9 - MHM Architects met with representatives of Northeast State, King College, and UT to finalize design issues.

May 9 - Morris Baker submitted the final EDA Grant application.

J.A. Street is preparing the Design Development Estimate. The estimate is scheduled for review by the City on May 28<sup>th</sup>.

- **Dog Park – (Kitty Frazier) — UPDATED FOR May 13 –** A dog park volunteer work day was held at the park on May 10, 2008. The volunteers worked 3 hours and removed various debris (glass, litter, limbs, metal pieces, etc.) Construction estimates are being prepared by the city engineering department. Surveying of the park boundaries is being scheduled through city engineering. A local attorney has agreed to volunteer professional services to prepare the paperwork for the application for official non-profit status.
- **Netherland Terrace Street Lighting – (Michael Thompson) – NO UPDATE May 15th, 2008 -** Netherland Terrace Street Lighting —Staff is still awaiting response from CSX for approval to place the street lights on CSX property.
- **KAHR Program – (Chris McCartt) – NO UPDATE MAY 15, 2008 –** Carpenters Helper and Appalachian Service Project are currently working through the list of 33 qualified homes. Volunteer labor for both organizations is relatively low as a result of school not being out. The City of Kingsport along with KHRA is exploring doing a commercial on Channel 16 in order to recruit more volunteers. In the interim KHRA and First Tennessee Development District has identified a new funding source that will be used to contract out some of the work for the 33 homes. This is being done simply to insure that we are continuing to move the projects forward.



## **AGENDA**

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

#### **REGULAR BUSINESS MEETING**

**Tuesday, May 20, 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 –Carl Strickler, Pastor – Fall Branch First Baptist Church**
- III.B ROLL CALL**
- IV. RECOGNITIONS AND PRESENTATIONS**
  - A. Proclamation for Suzanne Burows by Mayor Dennis R. Phillips
  - B. Proclamation for Rolling Thunder, Inc by Mayor Dennis R. Phillips
  - C. Keep Kingsport Beautiful will present KKB Beautification Awards
- V. APPROVAL OF MINUTES**
  1. May 5, 2008 Regular Work Session
  2. May 6, 2008 Regular Business Meeting

## **VI. COMMUNITY INTEREST ITEMS**

### **AA. PUBLIC HEARINGS**

1. Public Hearing and Consideration of Ordinance to Annex/Amend Zoning of the Rock Springs South #6 Annexation Area and Consideration of a Resolution Adopting the Plan of Services (AF: 130 -2008)
  - Public Hearing
  - Ordinance (Annexation) – First Reading
  - Ordinance (Zoning) – First Reading
  - Resolution
  
2. Public Hearing and Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property at 4320 West Stone Drive to B-3, General Business District (AF: 121 -2008)
  - Public Hearing
  - Ordinance (Zoning) – First Reading
  
3. Public Hearing and Consideration of Ordinance to Amend the Zoning of Three (3) Parcels Located in the Old Island Development off Island Road (AF: 117 -2008)
  - Public Hearing
  - Ordinance (Zoning) – First Reading
  
4. Public Hearing and Consideration of Ordinance to Amend the Zoning Code, Text and Map, to Zone Property along Virgil Avenue to R-3, Multi- Family Residential District (AF: 122 -2008)
  - Public Hearing
  - Ordinance (Zoning) – First Reading
  
5. Public Hearing and Consideration of Ordinance to Annex/Amend Zoning of the Owner Initiated Rock Springs South Annexations and Consideration of a Resolution Adopting the Plan of Services (AF: 131 -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 Authorizing the Mayor to Execute all Documents Necessary to Enter Into an Agreement for Grant Funds with the Cherokee Preservation Foundation, and Consideration of an Ordinance to Appropriate the Funds (AF: 147 -2008)
  - Resolution
  - Ordinance– First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

**D. OTHER BUSINESS**

1. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Approve the Proposed Changes to the Kingsport Area Transit Service (AF: 142 -2008)
  - Resolution
2. Consideration of a Resolution to Adopt the Sanitary Sewer Installment Fee Policy (AF: 141 -2008)
  - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute a Right-of-Way Easement with Kingsport Power Company (AF: 144 -2008)
  - Resolution
4. Consideration of a Resolution adopting Vacation, Sick, Bereavement, and Adoption, Pregnancy, Childbirth, and Infant Nursing Leave Policies (AF: 139 -2008)
  - Resolution
5. Subject: Consideration of a Resolution to Approve Operational Rules/Policies for the Dog Park, and to Allow for the Dog Park Fee Schedule to be Included in the City's Annual Fee Resolution (AF: 138 -2008)
  - Resolution
6. Consideration of a Resolution Authorizing the Mayor to Execute a Release Agreement for Tennessee Farmers Mutual Insurance, Danny Vicars and Dustin Vicars (AF: 136 -2008)
  - Resolution
7. Consideration of a Resolution Authorizing the Mayor to Execute Sculpture Walk Exhibition Artist Agreements for the 2008-2009 Sculpture Walk Exhibition (AF: 145 -2008)
  - Resolution

8. Consideration of a Resolution Authorizing the Mayor to Sign all Documents Necessary to Apply and Receive a Renewable Energy and Energy Efficiency Grant Through the Appalachian Regional Commission (AF: 148 -2008)
  - Resolution

**E. APPOINTMENTS**

1. Consideration of an Appointment to the Kingsport Public Library Commission (AF: 143 -2008)
  - Approve Appointment

**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 Appropriate the Additional Funds Received from the First Tennessee Area Agency on Aging & Disability and to Appropriate Funds Received from the State of Tennessee Community Enhancement Grant (AF:132 -2008)
  - Ordinance – Second Reading and Final Adoption
2. Consideration of an Ordinance to Appropriate the Funds for a Materials Agreement with Jerry Petzoldt to Old Island Phase II (AF:127 -2008)
  - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance Creating the Higher Education Campus Advisory Commission (AF:137 -2008)
  - Ordinance – Second Reading and Final Adoption
4. Consideration of an Approval of Offer for Easements and Right-of-Ways for the Netherland Inn/11W Drainage Improvements Project (AF:146 -2008)
  - Approve Offers

**VIII. COMMUNICATIONS**

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

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

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, May 5, 2008, 3:00 PM  
Council Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh

Vice-Mayor Benjamin K. Mallicote

Alderman Charles K. Marsh, Jr.

Alderman Larry A. Munsey

Alderman Patrick W. Shull

Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager

Joseph E. May, Assistant City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 3:05 p.m., by Mayor Dennis R. Phillips.
2. **ROLL CALL:** By Deputy City Recorder Gilbert.
3. **WORK SESSION TICKLER.** Alderman Shull referred to letters to the editor in the Times News regarding installation of Watauga Street calming devices and stated that a fair process was followed, showing no favoritism. Mayor Phillips reported that a speed check done on Pendragon Road showed the average speed was less than the posted 30 mph, with the fastest speed clocked being 34 mph.

Vice-Mayor Mallicote requested that adding a lifeguard at the Dobyys-Bennett swimming pool was discussed at the last work session and he would like it added to the tickler. The dog park item continues to be included to gain input and Leisure Services Director Tom Bowman confirmed the park name will be *Central Bark*.

Alderman Marsh asked that the project of installing a hydroelectric system at Bays Mountain be added to the tickler.

Board members discussed having a separate meeting to solely address fuel consumption and were told that the current fuel contract will expire at the end of June, 2008. Although it contains a clause allowing it to be renewed up to three years, the current fuel price is fixed only until June 30th. Procurement Manager Sandy Crawford further explained that the fuel price the City receives is a margin mark-up, so margin remains constant but is added to the daily price of fuel the day of delivery.

4. **CORONARY CALCIUM SCORING PRESENTATION.** Dr. Jeff Fine, MS, PhD, began his presentation at 3:45 p.m., recommending the City approve Agenda Item VI.D.3, allowing eligible City employees to take advantage of a non-invasive scan that provides coronary calcium scoring. Dr. Fine described and provided "hard" facts why

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the 5-minute CAD diagnosis is very effective, inexpensive and will enable employees to learn about and avoid heart health risks in the future. Although this test is not yet covered by insurance, the cost to the City is \$89 per screening test and, based on age alone, there are approximately 400 eligible City employees, with an estimated maximum FY09 expenditure of \$36,000.

**5. REVIEW OF AGENDA ITEMS PROPOSED FOR CONSIDERATION AT THE REGULAR BUSINESS MEETING ON MAY 6, 2008.** City Manager Campbell, members of staff and community members provided a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

**VI.B.3 Consideration of an Ordinance Creating the Higher Education Center Advisory Commission (AF: 137-2008).** Mayor Phillips described the need for this committee which is for the entire education campus, not only for the Higher Education Center, and detailed the criteria and qualifications for those appointed. City Attorney Billingsley will revise this ordinance to include all educational facilities, including the Higher Education Center, the Regional Center for Health Professionals (RCHP fka The Allied Health Building) and the Regional Center for Applied Technology (RCAT).

Alderman Shull confirmed that Northeast State Technical Community College (NSTCC) will be the administrator of these facilities. City Manager Campbell stated that while the City has no state in NSTCC's Regional Center for Applied Manufacturing (RCAM), that facility may share parking with the other educational centers.

**VI.D.5 Consideration of a Resolution Awarding the Bid for the Purchase of Three (3) 16-Passenger Urban Mass Transit Mini-Buses to Mid-South Bus Center, Inc. (AF: 124-2008).** In response to an inquiry from Alderman Marsh about the fiscal practicality of the City's transit system, Assistant to the City Manager Chris McCartt agreed that substantial changes need to be explored and that discussion is already being held with consultants regarding restructuring current bus routes. Mr. Marsh would like to revisit this issue, after giving whatever major changes are made a year to be effective and, if not, the BMA needs to take a hard look at the viability of its transit because of extensive costs involved.

Mr. McCartt stated the proposed route changes will be brought for BMA consideration at next meeting and KATS intends to pursue a fairly aggressive marketing campaign to stimulate ridership. Further Board discussion covering the importance of providing bicycle racks on public transportation and the prohibitive cost of using hybrid vehicles.

**VI.D.9 Consideration of a Resolution Approving the Offer for the Purchase of 150 Clay Street, Approve the Sale of a Portion of the Tri-City Linen Building and Authorizing the Mayor to Execute all Documents Necessary and Proper to Effectuate the Purpose of the Purchase and Sale (Allyn Hood dba A-Hood Bonding) (AF: 109-2008).** Mr. McCartt provided information regarding the square footage values of what the City is acquiring versus what the City is selling. Alderman

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Marsh expressed dismay that it appears the City paid more than appraised value and is selling for less than appraised value. Mr. McCartt added that the City's transit system, KATS, is purchasing a large portion of the Tri-City Linen Building for bus parking/storage. Mr. Marsh requested for review, before tomorrow night's meeting, that Board members be provided with square footage figures and values assigned to each, along with the amount the Federal Transit Authority (FTA) will be providing for the KATS portion.

In response to an inquiry by Alderman Shupe, City Manager Campbell stated that there is planned landscaping throughout the academic village campus, which would include the Tri-City Linen Building site.

Vice-Mayor Mallicote commented that it makes no sense for the BMA to sell any of this academic village campus property to allow a bonding company to be centrally located within the campus site and would not be conducive to the overall plan. He referred to another problem that may arise as a result of this action, having entered into at least one other contract containing provision that a business has to be *consistent* with an academic village. City Manager Campbell acknowledged Mr. Mallicote's concerns but pointed out that this particular business was already in the vicinity and, for obvious business reasons, requires close proximity to the courthouse.

Mr. Mallicote responded he would prefer to see the City buy this property outright but not give up control of the Tri-City Linen location. He also questioned whether the proposed contract contained a reversionary clause and City Attorney Billingsley assured him that one would be included allowing the City, if Mr. Hood ever closed his business, to purchase the property back at the fair market value at that time.

Mayor Phillips inquired if neon signs were allowed in the downtown area and Mr. Billingsley answered that Mr. Hood's sign will be no bigger than the one he currently has and will be non-flashing.

**6. BUDGET PRESENTATION.** City Manager Campbell asked Board members if they were agreeable, and they were, to changing the called BMA Budget work session from May 8, 2008 to May 14, 2008, commencing at 3:00 p.m.

Mr. Campbell then began the Budget Overview and went over FY08 & FY09 Select Departmental Efficiencies. Alderman Marsh mentioned he is supportive of \$300,000 one-time money for street resurfacing, but that it should be shown as an operating expense and not a capital item and Mr. Campbell agreed.

Mr. Marsh pointed to the item on retirement/health expenses in the amount of \$600,000 and requested a comprehensive explanation of this item in order to be totally confident going forward. Mr. Campbell stated this expense was an important benefit for employees and the City needs to find best way to finance responsibly. Further, he promised to get the Audit Committee to look at this first and then come back with final recommendation.

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As the City Manager went over *Debt Service Roll Off* figures on page 14 of budget materials provided, Alderman Munsey pointed out that the bottom figure is actually total debt service payoff, not roll off and asked Budget Officer Judy Smith to redefine this as such.

Ms. Smith presented the Budget Overview on revenues contained on page 20. Aldermen Marsh and Munsey would like, under general revenue, to have comparisons for FY06, 07 and 08. Board members discussed making sure the City is receiving all the local sales option tax revenue it is due and assigning that duty to a City staff member, perhaps the internal auditor position that is in the process of being filled.

***[Vice-Mayor Mallicote left the meeting at 6:14 p.m. during discussion on the General Fund Revenue.]***

City Manager Campbell then described ***Proposed Added Positions*** list on page 27. He invited various City staff members to address the positions that would affect their department and explain the need for each to Board members.

Positions requested included: Zone 7 Police Officer; Senior Center Branch Coordinator; 3 Firefighters for East Stone Drive station (to be constructed); 3 Firefighters for Rock Springs station (to be constructed); Librarian; Traffic Control Technician; Staff Attorney; and 1 each, full-time Transit bus/van driver and planner.

Mayor Phillips summarized the points of concern to Board members and asked them to review budget materials carefully, absorb, and be ready to address whether additional positions requested are necessary at the current time or in the future. Alderman Marsh requested the positions be prioritized, with cost attached to each.

**7. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:55 p.m.

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ELIZABETH A. GILBERT  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, May 6, 2008, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

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

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by Ms. Beverly Roberts.
- II.B. **INVOCATION:** by Pastor Kerry Doyal of Grace Evangelical Free Church.
- III. **ROLL CALL:** By City Recorder Demming.
- IV. **RECOGNITIONS AND PRESENTATIONS.**

**A. PRESENTATION OF HAZARDOUS MATERIALS ACCREDITATION TO KINGSFORT FIRE DEPARTMENT.** Mr. Gary Ellis, East Tennessee Regional Director for Tennessee Emergency Management Agency (TEMA), Mr. Bill Worth, Local Director for TEMA, and Mr. Jerry Fleenor of the Sullivan County EMA were in attendance to recognize the accreditation of the Kingsport Fire Department (KFD), which is only the third, statewide, to achieve this level of HazMat (Hazardous Materials) accreditation. Mr. Ellis reported that the KFD should be very proud of its firefighters and commented on the unique relationship between the Sullivan County mayor and commission which allows an excellent team to support area citizens in joint assistance. Mr. Ellis presented a plaque to Fire Chief Craig Dye and Mayor Phillips. Chief Dye gave credit to his staff who worked hard to earn this level of accreditation.

**B. PROCLAMATION FOR BEVERLY ROBERTS DAY.** Mayor Phillips introduced Ms. Beverly Roberts, daughter of Kingsport residents, Gary and Judy Roberts. Ms. Roberts graduated from Sullivan North and attended Tusculum College and currently is employed as a NCAA Womens' Basketball official and was the first female Tennessean to officiate a NCAA Division I Womens' Basketball Final Four game. Mayor Phillips read and presented her with a proclamation lauding her for the success she has worked

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of the City of Kingsport, Tennessee, Tuesday, May 6, 2008**

hard to achieve in her chosen field, and proclaiming May 6, 2008 as *Beverly Roberts Day* in the City of Kingsport. Ms. Roberts thanked the Mayor and Board members for this honor and expressed her appreciation for the recognition.

**C. PROCLAMATION FOR NATIONAL TOURISM WEEK.** Mayor Phillips read and presented a proclamation to Mr. Jud Teague, Executive Director of the Kingsport Convention and Visitors Bureau (KCVB), and KCVB Council member, Mr. John Mullen. The proclamation named May 10-18, 2008 as *National Tourism Week* in the City of Kingsport and praised KCVB for its many outstanding contributions to the community and the area. Mr. Teague thanked the BMA for its investment in KCVB and described various upcoming scheduled events and reported that high gas prices haven't seemed to affect participation in recent events.

**D. PROCLAMATION FOR GOODWILL INDUSTRIES OF TENNESSEE/VIRGINIA AREA, INC.** Mayor Phillips presented Goodwill Director, Mr. Bob Miller, with a proclamation touting the many wonderful growth opportunities and services Good Will provides to the area and proclaimed May 4-10, 2008 as *Goodwill Industries Week* in the City of Kingsport and the Mayor encouraged fellow citizens to celebrate this organization and become involved through donations, shopping and volunteer work. Mr. Miller thanked the Mayor and BMA for the proclamation and its support which assists the organization in pursuing ways to increase revenue, and provide training and employment opportunities to those in need.

**V. APPROVAL OF MINUTES.**

Motion/Second: Marsh/Joh, to approve minutes, as amended, for the following meetings:

- A. April 14, 2008 Regular Work Session`
- B. April 15, 2008 Regular Business Meeting

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

**AA. PUBLIC HEARINGS.**

**1. Public Hearing for Annexation Plan of Services Report for Old Island and 213 Colonial Heights Road Annexations (AF: 116-2008).**

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

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

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 6, 2008**

**1. Consideration of an Ordinance to Appropriate the Additional Funds Received from the First Tennessee Area Agency on Aging & Disability and to Appropriate Funds Received from the State of Tennessee Community Enhancement Grant (AF: 132-2008).**

Motion/Second: Shupe/Mallicote, to pass:

AN ORDINANCE TO AMEND THE SENIOR CITIZENS BUDGET IN THE GENERAL FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2008; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Jerry Petzoldt related to Old Island Phase II and an Ordinance to Appropriate the Funds (AF: 127-2008).**

Motion/Second: Munsey/Mallicote, to pass:

**Resolution No. 2008-196**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH JERRY PETZOLDT FOR THE PROVISION OF CERTAIN WATER AND SEWER MATERIALS BY THE CITY FOR OLD ISLAND PHASE II

Passed: All present voting "aye."

Motion/Second: Munsey/Mallicote, to pass:

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BY TRANSFERRING FUNDS TO ESTABLISH THE OLD ISLAND PHASE II DEVELOPMENT MATERIALS AGREEMENT PROJECT (WA0863); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Consideration of an Ordinance Creating the Higher Education Center Advisory Commission (AF: 137-2008).** City Attorney Billingsley explained that the proposed ordinance was amended to revise the name of the *Higher Education Center Advisory Commission* to *Higher Education Campus Advisory Commission*. Mayor Phillips stated that this new board would appoint seven (7) members consisting of: city mayor, president of Northeast State Technical Community College, along with a representative of a four-year college; and the four remaining members would be appointed by the city mayor, subject to approval by the BMA.

Alderman Joh moved to amend, and Vice-Mayor Mallicote seconded, by *deleting the language in ordinance and substituting in its place the language contained in revised ordinance discussed at the work session last evening and included in the packet for the meeting tonight and identified by the notation in the upper right hand corner "Revised*

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of the City of Kingsport, Tennessee, Tuesday, May 6, 2008**

*AF: 137-2008," the effect of which is to note the change of the Commission from the Higher Education Center Advisory Commission to the Higher Education Campus Advisory Commission and other references changed accordingly.*

Motion/Second: Joh/Shupe, to pass, as amended:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 2, ARTICLE IV, TO CREATE A HIGHER EDUCATION CENTER ADVISORY COMMISSION; TO ESTABLISH THE PURPOSES, COMPOSITION, AND FUNCTIONS THEREOF; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION. None.**

**D. OTHER BUSINESS.**

**1. Consideration of a Resolution Authorizing the Award of Bid and Purchase of Equipment through Camp Dresser and McKee on behalf of the City for Phase II of the Wastewater Treatment Plant Improvements (AF: 125-2008).**

Motion/Second: Munsey/Shupe, to pass:

**Resolution No. 2008-197**, A RESOLUTION AUTHORIZING THE AWARD OF BID AND PURCHASE OF VARIOUS EQUIPMENT THROUGH CAMP DRESSER AND MCKEE FOR PHASE II OF THE WASTEWATER TREATMENT PLANT IMPROVEMENTS

Passed: All present voting "aye."

**2. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary for the Purchase of Property Located at 101 E. Millpond Street (AF: 118-2008).**

Motion/Second: Joh/Shupe, to pass:

**Resolution No. 2008-198**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR THE PURCHASE OF PROPERTY LOCATED AT 101 E. MILLPOND STREET

Passed: All present voting "aye."

**3. Consideration of a Resolution Authorizing the Mayor to Execute all Necessary and Proper Documents to Allow Cardiovascular Associates, PC to Provide Coronary Calcium Scoring (AF: 120-2008).**

Motion/Second: Joh/Shull, to pass:

**Resolution No. 2008-199**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH CARDIOVASCULAR ASSOCIATES,

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PC TO PROVIDE CORONARY CALCIUM SCORING FOR ELIGIBLE EMPLOYEES,  
RETIREES AND DEPENDENTS

Passed: All present voting "aye," except Mallicote abstained from voting.

**4. Consideration of a Resolution Awarding the Bid for the Ridgefields Sewer Replacement Project 1-2 to Underground Technologies, Inc. and Authorize the Mayor to Sign all Applicable Documents (AF: 123-2008).** In response to an inquiry by Alderman Marsh, City Recorder/Finance Director Demming pointed out that this project is being funded through an existing state revolving loan.

Motion/Second: Joh/Mallicote, to pass:

**Resolution No. 2008-200**, A RESOLUTION AWARDDING THE BID FOR RIDGEFIELDS SEWER REPLACEMENT PROJECT 1-2 TO UNDERGROUND TECHNOLOGIES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT, WITH UNDERGROUND TECHNOLOGIES, INC.

Passed: All present voting "aye."

**5. Consideration of a Resolution Awarding the Bid for the Purchase of Three (3) 16-Passenger Urban Mass Transit Mini-Buses to Mid-South Bus Center, Inc. (AF: 124-2008).**

Motion/Second: Munsey/Shupe, to pass:

**Resolution No. 2008-201**, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF THREE (3) SIXTEEN PASSENGER URBAN MASS TRANSIT MINI-BUSES WITH LED STOP DESTINATION SIGNS TO MID-SOUTH BUS CENTER, INC.

Passed: All present voting "aye."

**6. Consideration of a Resolution to Amend Chapter 106 of the City of Kingsport Fee Resolution (AF: 128-2008).**

Motion/Second: Joh/Mallicote, to pass:

**Resolution No. 2008-202**, A RESOLUTION TO AMEND RESOLUTION NO. 2007-192 AND RATES, FEES AND CHARGES THEREIN

Passed: All present voting "aye."

**7. Consideration of a Resolution Authorizing the Mayor to Execute a Certification of Eminent Domain for the Grant Application to U.S. Economic Development Administration (AF: 135-2008).**

Motion/Second: Shull/Munsey, to pass:

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**Resolution No. 2008-203, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATION OF EMINENT DOMAIN REQUIRED FOR THE GRANT APPLICATION TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION**

Passed: All present voting "aye."

**8. Consideration of a Resolution Authorizing the Mayor to Execute a Contract between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis Highway (AF: 134-2008).**

Motion/Second: Mallicote/Joh, to pass:

**Resolution No. 2008-204, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR FISCAL YEAR 2009 BETWEEN THE CITY OF KINGSPORT AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED INSIDE KINGSPORT CITY LIMITS**

Passed: All present voting "aye."

**9. Consideration of a Resolution Approving the Offer for the Purchase of 150 Clay Street, Approve the Sale of a Portion of the Tri-City Linen Building and Authorizing the Mayor to Execute all Documents Necessary and Proper to Effectuate the Purpose of the Purchase and Sale (Allyn Hood dba A-Hood Bonding) (AF: 109-2008).** The Board discussed many issues and concerns at length, including the purchase amount exceeding the appraised value in relation to the amount paid upon acquisition of the property, parking spaces gained, City staff's fiscal reasons for proposing this buy/sell arrangement, loss of City control over property it owns in the "academic campus" area, and whether the City desires to utilize eminent domain to acquire this or other properties in the campus locale.

Vice-Mayor Mallicote expressed strong opposition to this action, believing the arrangement is not consistent with the manner and standard in which the BMA set out to do this campus and may set an undesirable precedent with other developers around the academic campus vicinity. Because he would like to see this area be first class, he encouraged Board members not to compromise its original goal.

Alderman Munsey responded that, while being sensitive to Mr. Mallicote's viewpoint, unless this Board opts to implement eminent domain to acquire this property, it appears to him either the business stays at its current site or moves to a more preferable site a block away in the Tri-City Linen building, as proposed in this action. He proposed that no decision be made tonight, further information be gathered, and the Board further define its position on the use of eminent domain in a situation such as this.

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Alderman Shupe pointed out that it makes business sense that this bonding company, currently near the jail facility, would desire to remain close.

Alderman Marsh reminded Board members that he was against acquiring much of this downtown property in the first place and, while in favor of returning a portion to the private sector, is not in favor of subsidizing it by buying at a loss and, now, selling at a loss.

Both Vice-Mayor Mallicote and Mayor Phillips indicated they were not against eminent domain under certain circumstances and this may be one to consider. Mr. Mallicote opined that removing eminent domain as an option will lead to increased purchase prices. Aldermen Munsey, Joh and Shull stated, in this specific situation, they are not in favor of the eminent domain alternative.

Alderman Joh, as designated alderman, believes City staff has exhausted all other options and has worked hard to provide this proposal as a viable solution.

After considerable discussion, Alderman Shull moved, and Joh seconded, to call for the question, which passed in a roll call vote, with Joh, Mallicote, Marsh, Shull, Shupe and Phillips voting "aye" and Munsey voting "nay."

Motion/Second: Joh/Munsey, to pass:

**Resolution No. 2008-205, A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF 150 CLAY STREET; APPROVING THE SALE OF A PORTION OF THE TRI-CITY LINEN BUILDING, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT**

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

**10. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement between the City of Kingsport and the Kingsport Chamber Foundation for the Summer Concert Series (AF: 133-2008).**

Motion/Second: Mallicote/Shupe, to pass:

**Resolution No. 2008-206, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF KINGSFORT AND THE KINGSFORT CHAMBER FOUNDATION FOR THE "SUMMER CONCERT SERIES"**

Passed: All present voting "aye," except Shull voting "nay."

**E. APPOINTMENTS.**

**1. Consideration of Appointment to the Kingsport Public Library Commission (AF: 129-2008).**

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Motion/Second: Joh/Shull, to approve  
APPOINTEMENT OF MR. CALVIN CLIFTON TO A THREE-YEAR TERM ON THE  
KINGSPORT PUBLIC LIBRARY COMMISSION, EFFECTIVE IMMEDIATELY AND  
EXPIRING MARCH 31, 2011

Passed: All present voting "aye."

**VII. CONSENT AGENDA.**

**Consent Agenda items are considered under one motion.**

Motion/Second: Joh/Mallicote, to adopt and pass:

**1. Consideration of an Ordinance to Appropriate Scholarship Funds Received from the Public Entity Risk Institute to the Risk Management Fund Budget (AF: 93-2008).**

Adopt:

**Ordinance No. 5679, AN ORDINANCE TO AMEND THE RISK MANAGEMENT INSURANCE RESERVE FUND BUDGET BY APPROPRIATING SCHOLARSHIP FUNDS RECEIVED FROM THE PUBLIC ENTITY RISK INSTITUTE FOR THE FISCAL YEAR ENDING JUNE 30, 2008; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**2. Consideration of an Ordinance to Amend the Senior Citizens Advisory Board Budget by Appropriating Funds from the Senior Advisory Board Fund Balance to Fund the Senior Trips Program (AF: 97-2008).**

Adopt:

**Ordinance No. 5680, AN ORDINANCE TO AMEND THE SENIOR CITIZENS ADVISORY BOARD BUDGET BY APPROPRIATING FUNDS FROM FUND BALANCE FOR THE SENIOR TRIPS PROGRAM FOR THE FISCAL YEAR ENDING JUNE 30, 2008; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**3. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with George Hunt related to Hunt's Crossing Phase II and an Ordinance to Appropriate the Funds (AF: 99-2008).**

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Adopt:

**Ordinance No. 5681**, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO ESTABLISH THE HUNT'S CROSSING PHASE II DEVELOPMENT MATERIALS AGREEMENT PROJECTS (SW0860 AND WA0860); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Butch Rose related to Windridge Phase IV and an Ordinance to Appropriate the Funds (AF: 100-2008).**

Adopt:

**Ordinance No. 5682**, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO ESTABLISH THE WINDRIDGE PHASE IV DEVELOPMENT MATERIALS AGREEMENT PROJECTS (SW0861 AND WA0861); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Jim Nottingham related to the Riverwatch Development and an Ordinance to Appropriate the Funds (AF: 101-2008).**

Adopt:

**Ordinance No. 5683**, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE RIVERWATCH DEVELOPMENT MATERIALS AGREEMENT PROJECTS (SW0859 AND WA0859); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**6. Consideration of an Ordinance to Amend Section 2-399 of the Kingsport City Code Pertaining to Public Art Funding (AF: 107-2008).** Ms. Bonnie MacDonald and Ms. Martha Beverly of the City's Cultural Arts Department provided details on the background of this funding request.

Adopt:

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**Ordinance No. 5684**, AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, SECTION 2-399 (b) OF THE KINGSPORT CITY CODE PERTAINING TO PUBLIC ART FUNDING; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**7. Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages (AF: 119-2008).**

Approve:

ISSUANCE OF CERTIFICATES OF COMPLIANCE FOR *B & B PACKAGE STORE, COLONIAL HEIGHTS PACKAGE STORE, AND KELLEY'S PACKAGE STORE* TO SELL RETAIL ALCOHOLIC BEVERAGES

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

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** City Manager Campbell commended City Engineer Hank Clabaugh who recently completed the Boston Marathon in 2:58. Public Works Director Ryan McReynolds pointed out that Mr. Campbell's son-in-law and daughter also did very well in the race, with his daughter placing 152 among women runners.

**B. MAYOR AND BOARD MEMBERS.** Alderman Shupe reminded the audience that a Downtown Clean-up Day is scheduled for Saturday, May 17, 2008 and referred to KNETICS' involvement in that project.

Alderman Joh mentioned that she is pleased to see Kingsport is a safer place to drive than it was a year ago and, even though the City has received many complaints about red light cameras, she is seeing to positive effect of people stopping at red lights.

Alderman Marsh commented on the BMA's plans to hold a "fuel summit" about ways the City intends to effectively address expanding fuel costs, which he would like to see scheduled in the near future. On the same subject, City Manager Campbell shared that the City is looking at purchasing more hybrid vehicles and is considered various alternatives in different departments; such as, frequency of service routes and the possibility of using a GPS system in individual vehicles to historically track and plan routes more efficiently. After the Mayor pointed out that hybrid versions are much more expensive to purchase, Alderman Marsh added that he sees the ultimate solution to the fuel issue is less, vehicles, not a different type.

Alderman Shull announced, in an effort to keep public communication open, he will conduct a town hall meeting in Room 239 of the Renaissance Center on May 15, 2008 from 6:30 to 8:30 p.m. to answer questions or allow citizens to express concerns. Mr.

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Shull stated that Board members received extensive FY09 budget information at last night's work session and, as a result, he would like to see a prioritize list of proposed new positions and does not want the City to routinely provide annual bonuses for City employees. He feels revenue projections should be conservative and Board members needs to be provided and review solid projections for the next 5, 10 and 20 years.

Mayor Phillips announced two upcoming fundraising events: first, the annual Boys Club auction will be held Saturday, May 17, and Girls Inc. is hosting its annual SpringFEST event on May 16. The Mayor encouraged all to attend these fundraising events in support of these two organizations.

The Mayor went on to address an ongoing issue regarding the old Kingsport Foundry property, located at one of the City's main gateways and, having been an eyesore for many years, continues to get worse. Upon discussing this issue at a Kingsport Economic Development Board (KEDB) meeting earlier in the day, it was suggested the City consider rezoning the property bounded by Unicoi, Sullivan, Main and Market Streets from its current M-2 (manufacturing) zoning to B-2 (business). It is his understanding that this action can be taken if property is not used for its specified zoning purpose for an extended period of time, as in this case, and recommended the BMA request City Attorney Billingsley immediately take steps to refer this rezoning action for Regional Planning Commission review and consideration.

Alderman Marsh, the BMA member on the Planning Commission, inquired and learned the property owner had not been contacted about this proposed rezoning and Mr. Marsh indicated he was not in favor of "forcibly rezoning" this or other, like, properties, such as the Borden Mill site. He suggested contacting the property owner to see if amenable to rezoning.

Mayor Phillips stated that the owner has been offered the appraised value for the purchase of the property, which was refused with no further response, and the City has two options: rezone and clean-up or let it remain as is. He suggested, and Board members approved, to refer this action to the Planning Commission to explore the possibility of rezoning.

Referring back to Item VI.D.9, Jeff Fleming, Director of Development Services and Assistant City Manager for Economic Development, apologized for implying at last night's work session that Mr. Hood would be able to move the existing business sign across the street to the Tri-Cities Linen location. He was informed earlier in the day by the City's Building Department manager, Mike Freeman, that neon signs are not permissible in the downtown area, and, pursuant to the City's current signage ordinance, an "indirectly" lit, 50' sign, would be allowed and must face Clay Street, not the side. City Attorney Billingsley assured the Board that he would work out the signage detail with Mr. Hood and no additional action is required by the Board tonight; the action approved the offer for purchase and sale and authorized the Mayor to execute the

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necessary documents to do so. Mr. Billingsley stated that the business currently sports a neon sign and City staff will confirm it meets signage zoning requirements.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 9:00 p.m.

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ELIZABETH A. GILBERT  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Rock Springs South #6 Annexation Area and Consideration of a Resolution Adopting the Plan of Services

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

Action Form No.: AF-130- 2008
Work Session: May 19, 2008
First Reading: May 20, 2008

Final Adoption: June 3, 2008
Staff Work By: F. Koder
Presentation By: F. Koder

Handwritten signature and 'Public Hearing Only' note

Recommendation:

- Hold public hearing
Approves ordinance for annexation of Rock Springs South #6 parcels 8.00, 55.00, 55.10, 56.00, 78.00, 79.00, 86.05, 86.10, 86.50, 93.00, 93.20, 93.30, 93.50, 93.55, 94.00, 94.20, 94.25, 94.30 on Tax Map 105; and Tax Map 105F, Group A, parcel 6.00, and Tax Map 105F, Group B, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00, 7.00, 8.00, and 23.00; Tax Map 105K, Group B, parcels 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 16.00, 16.10, 17.00, 18.00, 20.00, 24.00, 24.10, 25.00; and Tax Map 105J, Group C, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00 as indicated on April 2005 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:

City initiated request to annex approximately 169.91 acres 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 5,850 linear feet of roadway is included in this annexation. Water and sewer will require extension to the parcels and will follow Rock Springs Creek with laterals 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 Rock Springs South #6 annexation area to the Board of Mayor and Alderman. The effective date of this annexation will be July 4, 2008. The Notice of Public Hearing was published May 4, 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: \_\_\_\_\_

Table with columns Y, N, O and rows for council members: Illicote, Marsh, Munsey, Shull, Shupe, Phillips

**ANNEXATION AND ZONING REPORT**  
**File No.: 07-301-00004**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** FORREST KODER, PLANNER

**DATE:** February 26, 2007

**APPLICANT:** City of Kingsport Tennessee

**REQUESTED ACTION:** City initiated annexation and zoning to an R-1B Residential District of the approximately 169.91 acres adjacent to Rock Springs Road with the majority facing either Cox Hollow Road or Westfield Place and south of Interstate 26. The area contains approximately 51 parcels.

**LOCATION:** Property is located on the south side of Rock Springs Road from the previous corporate limits, prior to the Area #1 & #2 annexation, identified as Tax Map 105, Parcels 8.00, 55.00, 55.10, 56.00, 78.00, 79.00, 86.05, 86.10, 86.50, 93.00, 93.20, 93.30, 93.30, 93.50, 93.55, 94.00, 94.20, 94.25, 94.30; Tax Map 105F, Group A, Parcel 6.00; Tax Map 105F, Group B, Parcels 1-8 & 23.00; Tax Map 105K, Group B, Parcels 10-18, 16.10, 20.00, 24.00, 24.10, 25.00; Tax Map 105J, Group C, Parcels 1-6 on the 2005 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:** Same

**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 with many backing up to Interstate 26 and others fronting on Westfield Place.

**East:** County A-1 and R-1 zoning with the predominant land use containing a large number of Single-family residences to the east, which, is also the end of the current corporate limits, provided the last annexation is effective.

- West:** County A-1 and R-1 zoning, with the predominant land use being residential and agricultural. These properties abut Area #1 and a portion of Area #2 which have already been brought before the Planning Commission for annexation.
- LAND USE PLAN(S):** The site is within the scope of the 2010 Conceptual Land Use Plan (Kingsport Land use Plan, 1988). This area is recommended for Single-family and Resource Production use according to the study.
- UTILITIES:** Water is furnished to the site; however there may be the need to upgrade the lines in order to provide adequate fire protection. The existing two-inch water line on Westfield 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 Rock Springs Creek and the 10" sanitary sewer line that runs along to Rock Springs Road and at the intersection of Westfield. The main trunkline was included in the Edinburgh annexation and laterals will be required to provide coverage to these parcels.
- TRANSPORTATION:** The property is located on Westfield Road and this street is listed as a local street according to the 2010 Major Street and Road Plan (2000). This annexation will include approximately 4,310 linear feet of Westfield Road and 1,540 linear feet of Cox Hollow Road right-of-way.
- PHYSICAL CHARACTERISTICS:** The properties proposed for annexation and zoning total 169.91 acres in area and has a street frontage of approximately 4,310 linear feet of Westfield Road and 1,540 linear feet of Cox Hollow Road respectively. The properties have an average depth of 600-900 feet for the residential property on the both sides of the roadway.
- 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 – Rock Springs South Area #6**

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-COSTS**

There is no sanitary sewer line running to the properties. There is currently a line planned for installation following Rock Springs Creek to the Edinburgh Subdivision. The majority of these properties would be served with a sanitary sewer line running along Westfield Road. Approximately 10,100 linear feet of eight (8) inch gravity line with two (2) lift stations and a force main will be required. According to Mike Parker of the Engineering Department, the City of Kingsport will incur an estimated cost of \$1,366,000 to extend the sanitary sewer line to all properties.

Likewise there is also a six (6) inch water line that runs parallel to Rock Springs Road that will be upgraded to a minimum eight (8) inch line to serve Edinburgh and provide fire protection to the area. The line running along Westfield Place is only a two (2) inch water line and will also require upgrading to a minimum eight (8) inch line to facilitate fire protection. A total of 8,610 linear feet of eight (8) inch water line with eight fire hydrants will be required to furnish water services to the area. According to Chad Austin of the Water Department, associated costs for the upgrade in water lines and fire hydrants are \$559,650 and \$20,000 respectively. For this report, water tap fees and sewer tap fees will be included in the cost/benefit chart in the amount of \$665.00 and \$1,950.00 respectively for each proposed lot.

Based on the estimated population of 59 people, should the area be annexed into the City, an estimated \$5,980 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.

Projected revenues for Rock Springs South Area #6 Annexation would include the following:

<b>Reoccurring Revenue</b>	<b>Amount</b>	<b>Estimated Revenue</b>
Property Tax	51 parcels	\$33,517.16
State Revenue Share	\$101.36/person	5,980.00
Water Usage		6,273.00
Sewage Usage		<u>\$13,794.00</u>
	<b>Total:</b>	<b>\$59,564.00</b>

<b>One-Time Revenue</b>	<b>Amount</b>	<b>Estimated Revenue</b>
Sewer Tap Fees	\$1,950ea.	\$99,450
Water Tap Fee	<u>\$665ea.</u>	<u>0</u>
	<b>Total:</b>	<b>\$99,450</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 and a total of 25 existing residential units. The tap fee for sewer usage figures are for individual, single inhabitant even if the parcel is currently vacant. There have been no additional tap fees for the vacant parcels calculated for this study. All of the parcels have access to City water and some of the vacant parcels could be further subdivided to require more than one tap fee.

### **COSTS**

In summary the City of Kingsport would incur expenses totaling \$579,650 for the installation of water lines and fire hydrant upgrade for fire protection. Additionally the installation of sewer service to the property line will cost an additional \$1,366,000. This would be a one-time capital expense, and the City would be responsible for maintenance of both water and sewer systems.

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. In this particular case there would be one additional roadway annexed that would require annual maintenance. Ronnie Hammonds of the Public Works Department has estimated the figure of approximately \$37,521 as needed on an annual basis, which includes Capital costs, Salaries and Annual Operating Costs. Rock Springs Road costs were captured with

the Bridwell annexation, however additional roadways are included in this annexation. This will include the following roads and its respective linear footage:

Westfield Place - 4310 Linear Feet  
 Cox Hollow Road - 1540 Linear Feet  
 5850 Linear Feet

This will be further broken down in the Cost/Benefit Chart.

The City is responsible for the installation of streetlights and their maintenance along roadways that are annexed. According to Mike Thompson, Traffic Engineer for the City of Kingsport, there would be additional cost for these additional streets as it is a separate annexation. The estimated figure of approximately \$5,352 would be required on an annual basis for operating and maintenance costs and a one-time capital cost of \$5,352 would be required with this proposal. This includes traffic controls for this area.

Once annexed, the territory would be afforded police protection provided by the City of Kingsport Police Department. The residential factor of .17 was used to calculate the police costs for this annexation. A total of \$14,199 was calculated and includes the officer, capital (vehicle) and operating cost.

These costs are itemized on the Rock Springs South Area #6 Cost/Benefit Chart, but a further breakdown is as follows:

**Water & Sewer Service**

Location	Capital Costs
Water Line Upgrade 8-Inch Line – Fire Hydrants	\$579,650
Sewer Line Installation Rock Springs Rd.	<u>\$1,366,000</u>
<b>Total</b>	<b>\$1,945,650</b>

**Public Works**

Service	Capital Costs	Salaries	Annual Operating Costs
Garbage, Trash & Recycling, Leaf Collection & Landscaping, Admin., Street Maintenance, Sweeping, ROW Main.	\$20,659	\$9,465	\$7,398

Street Lights	\$5,352	\$0	\$5,352
Traffic Controls	\$1,050	\$0	\$0

**Police Department**

<u>Service</u>	<u>Capital Costs</u>	<u>Salaries</u>	<u>Annual Operating Costs</u>
Police Officers		\$7,501	\$1,398
Police Cars	\$5,300		

**Note:** These costs are calculated utilizing the population factor of .17. It was not logical to use the higher factor of acres (.69) due to the amount of vacant land in this area. Likewise the population factor of .13 for population was the lower end, so staff decided to use the middle ground factor to determine costs.

**Summary**

<u>Fund</u>	<u>Capital One-Time</u>	<u>Operating Annual</u>	<u>Estimated Annual Revenue</u>
General	\$ 32,361	\$31,114	\$59,564
Sewer	\$1,366,000	0	\$6,273
Water	\$ 579,650	0	\$13,794
Totals:	\$1,978,011	\$31,114	\$79,631

## Statistics

Population	59
Miles of Roadway Annexed	5850 linear feet
Acres included in Annexation	161.91
Existing Land Use	Existing Residential, Farmland.
Proposed Land Use	Residential
Proposed Zoning	City – R-1B, Single Family.
Cost of Utility Improvements	\$1,960,986
Annual Revenue (reoccurring) Water/Sewer/Property Taxes Net Revenue	\$53,584
Loss in Revenue – Water/Sewer City rate/ County rate	\$11,523
State Revenue Sharing per Capita \$101.36/ person – Population of 15	\$5,980
Annual Revenue (one-time) Sewer & Water Taps	\$99,450
Additional Cost – Road Maintenance, Street Lights, Garbage, Police, & Trash Removal.	\$31,114
Additional Cost – Capital One Time	\$32,361

## COST/BENEFIT ANALYSIS Area #6

Revenues	One Time	Reoccurring	Revenue LOSS
Property Taxes	0	\$33,517	
State Shared	0	\$5,980	
Sales Tax	0	0	
In County Water Rate	0	\$15,480	Loss of Revenue: \$9,207
In City Water Rate	0	\$6,273	Excludes Sales Tax
In County Sewer Rate		0	
In City Sewer Rate		\$13,794	
Other: Water Taps	\$0	0	
Sewer Tap Fees	\$99,450	0	
<b>Total</b>	<b>\$99,450</b>	<b>\$59,564</b>	Excludes County Water
<b>Grand Total</b>		<b>\$159,014</b>	

Expenses	One Time	Reoccurring	
<b>Operating Budget</b>			
Police	0	\$8,899*	*Note: Includes Operating Cost & Salary
Fire	0	0	
Public Works	0	0	
Street Lights & Traffic Controls	\$6,402	\$5,352	
Recreation	0	0	
Zoning Services	0	0	
Schools	New School	New School	
Leaf & Land., & Admin .	\$20,659	\$16,863*	*Note: Includes Operating Cost & Salary
Garbage, Trash, Refuse			
Road Maintenance			
<b>Subtotal</b>	<b>\$27,061</b>	<b>\$31,114</b>	
<b>Capital Budget</b>			
Water	\$579,650	0	
Sewer	\$1,366,000	0	
Roads	0	0	
Schools	0	0	
Police - Car	\$5,300	0	
<b>Subtotal</b>	<b>\$1,950,950</b>	<b>0</b>	
<b>Grand Total</b>	<b>\$1,978,011</b>	<b>\$31,114</b>	

## **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 May 20, 2008 to consider the annexation, zoning and Plan of Services for the area identified as the Rock Springs South Area #6, adjacent to Rock Springs Road area. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

**BEGINNING** at a point, said point being the northwest corner of parcel 6.00 and on the western right-of-way of Westfield Drive; thence in a northeasterly direction approximately 50.00 feet crossing Westfield Drive to a point, said point being the property line of parcel 97.00 and on the eastern right-of-way of Westfield Drive; thence in a southeasterly direction approximately 184 feet to a point, said point being the northwest corner of parcel 8.00 of Tax Map 105F, Group B; thence in an easterly direction approximately 717.52 feet to a point; thence in a northeasterly direction approximately 539.84 feet to a point, said point being the northeast corner of parcel 7.00 and on the western right-of-way of Interstate 26; thence in a southeasterly direction following the western right-of-way of Interstate 26 approximately 287.57 feet to a point, said point being the northeast corner of parcel 7.00; thence in a southeasterly direction approximately 350.72 feet to a point, said point being the northeast corner of parcel 6.00; thence in a southerly direction approximately 416.89 feet to a point, said point being the southeast corner of parcel 5.00 and the northeast corner of parcel 4.00; thence in a southwesterly direction approximately 861.41 feet to a point, said point being the southeast corner of parcel 2.00; thence in a southwesterly direction approximately 672.58 feet following the western right-of-way of Interstate 26 to a point, said point being the southeastern corner of parcel 1.00; thence in a southeasterly direction approximately 130 feet across an unnamed right-of-way to a point, said point being the northeast corner of parcel 15.00; thence in a southeasterly direction approximately 322.66 feet to a point; thence in a southwesterly direction along the western right-of-way of Interstate 26 approximately 271.37 feet to a point, thence in a southwesterly direction approximately 158.76 feet; thence in a southerly direction approximately 50.00 feet to a point, said point being the northeast corner of parcel 11.00, thence in a southwesterly direction approximately 311 feet to a point, said point being the southeastern corner of parcel 10.00; thence in a westerly direction approximately 701.96 feet, said point being the southwest corner of parcel 10.00 and on the eastern right-of-way of Westfield Place; thence in a southwesterly direction approximately 476.58 feet to a point, said point being the southwest corner of parcel 6.00 and the northwest corner of parcel 5.00; thence in a southwesterly direction approximately 143.00 feet to a point, said point being on the property line of parcel 5.00 and on the eastern right-of-way Westfield Place; thence in a westerly direction approximately 40.00 feet across the right-of-way of Westfield Place to a point; thence in a northwesterly direction approximately 601.72 feet to a point, said point being the northwest corner of parcel 22.00; thence in a southwesterly direction approximately 344.68 feet to a point, said point being the southwest corner of parcel 22.00 and on the northern right-of-way of Cox Hollow Road; thence in a westerly direction along the northern right-of-way of Cox Hollow Road approximately 297.00 feet to a point; thence in a northwesterly direction following an arc along the northern right-of-way of Cox Hollow Road approximately 203.00 feet to a point, thence in a northwesterly direction along the northern right-of-way of Cox Hollow Road approximately 402.00 feet to a point, said point being on the southern property line of parcel 25.00 and on the northern right-of-way of Cox Hollow Road; thence in a southwesterly direction crossing Cox Hollow Road approximately 40.00 feet to a point, said point being on the northern property line

of parcel 78.00; thence in a southeasterly direction approximately 320 feet to a point, thence in a southeasterly direction approximately 82.00 feet to a point, thence in a southwesterly direction approximately 160.00 feet to a point; thence in a southwesterly direction approximately 60.00 feet to a point, said point being the southern most corner of parcel 78.00; thence in a northwesterly direction approximately 569.00 feet to a point, said point being common to parcels 78.00 and 56.00; thence in a southwesterly direction approximately 298.00 feet to a point, said point being the southeast corner of parcel 56.00; thence in a northeasterly direction approximately 1,115 feet to a point, said point being the corner common to parcels 55.00 and 53.00; thence in a northeasterly direction approximately 170 feet to a point, thence in a southeasterly direction approximately 85.00 feet to a point, thence in a northeasterly direction approximately 309.00 feet to a point, said point being on the southern right-of-way of Cox Hollow Road; thence following the right-of-way of Cox Hollow Road approximately 137.00 feet to a point; thence in a northeasterly direction crossing the right-of-way of Cox Hollow Road approximately 30.00 feet to a point, said point being the southwest corner of parcel 6.00; thence in a northeasterly direction approximately 36.95 feet to a point; thence in a northeasterly direction approximately 62.83 feet to a point; thence in a northeasterly direction approximately 83.78 feet to a point; thence in a northeasterly direction approximately 45.33 feet to a point; thence in a northeasterly direction approximately 364.13 feet to a point, said point being the northwest corner of parcel 6.00 of Tax Map 105J, Group C; thence in a southeasterly direction approximately 203.62 feet to a point; thence in a northeasterly direction approximately 158.00 feet to a point, said point being the northeast corner of parcel 80.00; thence in a southeasterly direction approximately 239.00 feet to a point, thence in a northeasterly direction approximately 414.00 feet to a point, said point being the northeast corner of parcel 83.10; thence in a southeasterly direction approximately 241.00 feet to a point, said point being the southeast corner of parcel 83.10; thence in a southwesterly direction approximately 56.00 feet to a point, thence in a southeasterly direction approximately 400.00 feet to a point, thence in a northeasterly direction approximately 735.00 feet to a point, said point being the southeast corner of parcel 85.00; thence in a northwesterly direction approximately 437.00 feet to a point, said point being the southwest corner of parcel 86.05; thence in a northeasterly direction approximately 225.00 feet to a point; thence in a northwesterly direction approximately 268.00 feet to a point, said point being the southwest corner of parcel 86.10; thence in a northeasterly direction approximately 250.00 feet to a point, thence in a southeasterly direction approximately 131.00 feet to a point, thence in a northwesterly direction approximately 116.00 feet to a point, said point being the northwest corner of parcel 86.50; thence in a southeasterly direction approximately 674.00 feet to a point, said point being the southeast corner of parcel 86.50; thence in a northeasterly direction approximately 15.00 feet to a point; thence in a northeasterly direction approximately 197.34 feet to a point, thence in a southeasterly direction approximately 193.60 feet to a point, said point being the southwest corner of parcel 94.30; thence in a northerly direction approximately 1,555.78 feet to a point, said point being the southeast corner of parcel 6.00 of Tax Map 105F, Group A; thence in a northwesterly direction approximately 208.95 feet to a point, said point being the southwest corner of parcel 6.00; thence in a northeasterly direction approximately 233.51 feet to the point of BEGINNING, and being all of parcels 8.00, 55.00, 55.10, 56.00, 78.00, 79.00, 86.05, 86.10, 86.50, 93.00, 93.20, 93.30, 93.50, 93.55, 94.00, 94.20, 94.25, 94.30 on Tax Map 105; and Tax Map 105F, Group A, parcel 6.00, and Tax Map 105F, Group B, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00, 7.00, 8.00, and 23.00; Tax Map 105K, Group B, parcels 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 16.00, 16.10, 17.00, 18.00, 20.00, 24.00, 24.10, 25.00; and Tax Map 105J, Group C, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00 as indicated on April 2005 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: 05/04/08

**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 13TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE ROCK SPRINGS SOUTH AREA #6 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 20th day of May, 2008, and notice thereof published in the Kingsport Times-News on the 4th day of May, 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 20th day of May, 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. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northwest corner of parcel 6.00 and on the western right-of-way of Westfield Drive; thence in a northeasterly direction approximately 50.00 feet crossing Westfield Drive to a point, said point being the property line of parcel 97.00 and on the eastern right-of-way of Westfield Drive; thence in a southeasterly direction approximately 184 feet to a point, said point being the northwest corner of parcel 8.00 of Tax Map 105F, Group B; thence in an easterly direction approximately 717.52 feet to a point; thence in a northeasterly direction approximately 539.84 feet to a point, said point being the northeast corner of parcel 7.00 and on the western right-of-way of Interstate 26; thence in a southeasterly direction following the western right-of-way of Interstate 26 approximately 287.57 feet to a point, said

point being the northeast corner of parcel 7.00; thence in a southeasterly direction approximately 350.72 feet to a point, said point being the northeast corner of parcel 6.00; thence in a southerly direction approximately 416.89 feet to a point, said point being the southeast corner of parcel 5.00 and the northeast corner of parcel 4.00; thence in a southwesterly direction approximately 861.41 feet to a point, said point being the southeast corner of parcel 2.00; thence in a southwesterly direction approximately 672.58 feet following the western right-of-way of Interstate 26 to a point, said point being the southeastern corner of parcel 1.00; thence in a southeasterly direction approximately 130 feet across an unnamed right-of-way to a point, said point being the northeast corner of parcel 15.00; thence in a southeasterly direction approximately 322.66 feet to a point; thence in a southwesterly direction along the western right-of-way of Interstate 26 approximately 271.37 feet to a point, thence in a southwesterly direction approximately 158.76 feet; thence in a southerly direction approximately 50.00 feet to a point, said point being the northeast corner of parcel 11.00, thence in a southwesterly direction approximately 311 feet to a point, said point being the southeastern corner of parcel 10.00; thence in a westerly direction approximately 701.96 feet, said point being the southwest corner of parcel 10.00 and on the eastern right-of-way of Westfield Place; thence in a southwesterly direction approximately 476.58 feet to a point, said point being the southwest corner of parcel 6.00 and the northwest corner of parcel 5.00; thence in a southwesterly direction approximately 143.00 feet to a point, said point being on the property line of parcel 5.00 and on the eastern right-of-way Westfield Place; thence in a westerly direction approximately 40.00 feet across the right-of-way of Westfield Place to a point; thence in a northwesterly direction approximately 601.72 feet to a point, said point being the northwest corner of parcel 22.00; thence in a southwesterly direction approximately 344.68 feet to a point, said point being the southwest corner of parcel 22.00 and on the northern right-of-way of Cox Hollow Road; thence in a westerly direction along the northern right-of-way of Cox Hollow Road approximately 297.00 feet to a point; thence in a northwesterly direction following an arc along the northern right-of-way of Cox Hollow Road approximately 203.00 feet to a point, thence in a northwesterly direction along the northern right-of-way of Cox Hollow Road approximately 402.00 feet to a point, said point being on the southern property line of parcel 25.00 and on the northern right-of-way of Cox Hollow Road; thence in a southwesterly direction crossing Cox Hollow Road approximately 40.00 feet to a point, said point being on the northern property line of parcel 78.00; thence in a southeasterly direction approximately 320 feet to a point, thence in a southeasterly direction approximately 82.00 feet to a point, thence in a southwesterly direction approximately 160.00 feet to a point; thence in a southwesterly direction approximately 60.00 feet to a point, said point being the southern most corner of parcel 78.00; thence in a northwesterly direction approximately 569.00 feet to a point, said point being common to parcels 78.00 and 56.00; thence in a southwesterly direction approximately 298.00 feet to a point, said point being the southeast corner of parcel 56.00; thence in a northeasterly direction approximately 1,115 feet to a point, said point being the corner common to parcels 55.00 and 53.00; thence in a northeasterly direction approximately 170 feet to a point, thence in a southeasterly direction approximately 85.00 feet to a point, thence in a northeasterly direction approximately 309.00 feet to a point, said point being on the southern right-of-way of Cox Hollow Road; thence following the right-of-way of Cox Hollow Road approximately 137.00 feet to a point; thence in a northeasterly direction crossing the right-of-way of Cox Hollow Road approximately 30.00 feet to a point, said point being the southwest corner of parcel 6.00; thence in a northeasterly direction approximately 36.95 feet to a point; thence in a northeasterly direction approximately 62.83 feet to a point; thence in a northeasterly direction approximately 83.78 feet to a point; thence in a northeasterly direction approximately 45.33 feet to a point; thence in a northeasterly direction approximately 364.13 feet to a point, said point being the northwest corner of parcel 6.00 of Tax Map 105J, Group C; thence in a southeasterly direction approximately 203.62 feet to a point; thence in a northeasterly direction approximately 158.00

feet to a point, said point being the northeast corner of parcel 80.00; thence in a southeasterly direction approximately 239.00 feet to a point, thence in a northeasterly direction approximately 414.00 feet to a point, said point being the northeast corner of parcel 83.10; thence in a southeasterly direction approximately 241.00 feet to a point, said point being the southeast corner of parcel 83.10; thence in a southwesterly direction approximately 56.00 feet to a point, thence in a southeasterly direction approximately 400.00 feet to a point, thence in a northeasterly direction approximately 735.00 feet to a point, said point being the southeast corner of parcel 85.00; thence in a northwesterly direction approximately 437.00 feet to a point, said point being the southwest corner of parcel 86.05; thence in a northeasterly direction approximately 225.00 feet to a point; thence in a northwesterly direction approximately 268.00 feet to a point, said point being the southwest corner of parcel 86.10; thence in a northeasterly direction approximately 250.00 feet to a point, thence in a southeasterly direction approximately 131.00 feet to a point, thence in a northwesterly direction approximately 116.00 feet to a point, said point being the northwest corner of parcel 86.50; thence in a southeasterly direction approximately 674.00 feet to a point, said point being the southeast corner of parcel 86.50; thence in a northeasterly direction approximately 15.00 feet to a point; thence in a northeasterly direction approximately 197.34 feet to a point, thence in a southeasterly direction approximately 193.60 feet to a point, said point being the southwest corner of parcel 94.30; thence in a northerly direction approximately 1,555.78 feet to a point, said point being the southeast corner of parcel 6.00 of Tax Map 105F, Group A; thence in a northwesterly direction approximately 208.95 feet to a point, said point being the southwest corner of parcel 6.00; thence in a northeasterly direction approximately 233.51 feet to the point of BEGINNING, and being all of parcels 8.00, 55.00, 55.10, 56.0078.00, 79.00, 86.05, 86.10, 86.50, 93.00, 93.20, 93.30, 93.50, 93.55, 94.00, 94.20, 94.25, 94.30 on Tax Map 105; and Tax Map 105F, Group A, parcel 6.00, and Tax Map 105F, Group B, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00, 7.00, 8.00, and 23.00; Tax Map 105K, Group B, parcels 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 16.00, 16.10, 17.00, 18.00, 20.00, 24.00, 24.10, 25.00; and Tax Map 105J, Group C, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00 as indicated on April 2005 Sullivan County tax maps.

SECTION II. This ordinance shall be effective on August 31, 2008, and the City of Kingsport will provide services thereto commencing on August 31, 2008, in accordance with the Plan of Services adopted February 19, 2008, 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 ROCK SPRINGS ROAD KNOWN AS THE ROCK SPRINGS SOUTH AREA #6 ANNEXATION TO R-1B SINGLE FAMILY RESIDENTIAL DISTRICT, IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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 Rock Springs Road known as the Rock Springs South Area #6 Annexation to R-1B, Single Family Residential District in the 13<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 northwest corner of parcel 6.00 and on the western right-of-way of Westfield Drive; thence in a northeasterly direction approximately 50.00 feet crossing Westfield Drive to a point, said point being the property line of parcel 97.00 and on the eastern right-of-way of Westfield Drive; thence in a southeasterly direction approximately 184 feet to a point, said point being the northwest corner of parcel 8.00 of Tax Map 105F, Group B; thence in an easterly direction approximately 717.52 feet to a point; thence in a northeasterly direction approximately 539.84 feet to a point, said point being the northeast corner of parcel 7.00 and on the western right-of-way of Interstate 26; thence in a southeasterly direction following the western right-of-way of Interstate 26 approximately 287.57 feet to a point, said point being the northeast corner of parcel 7.00; thence in a southeasterly direction approximately 350.72 feet to a point, said point being the northeast corner of parcel 6.00; thence in a southerly direction approximately 416.89 feet to a point, said point being the southeast corner of parcel 5.00 and the northeast corner of parcel 4.00; thence in a southwesterly direction approximately 861.41 feet to a point, said point being the southeast corner of parcel 2.00; thence in a southwesterly direction approximately 672.58 feet following the western right-of-way of Interstate 26 to a point, said point being the southeastern corner of parcel 1.00; thence in a southeasterly direction approximately 130 feet across an unnamed right-of-way to a point, said point being the northeast corner of parcel 15.00; thence in a southeasterly direction approximately 322.66 feet to a point; thence in a southwesterly direction along the western right-of-way of Interstate 26 approximately 271.37 feet to a point, thence in a southwesterly direction approximately 158.76 feet; thence in a southerly direction approximately 50.00 feet to a point, said point being the northeast corner of parcel 11.00, thence in a southwesterly direction approximately 311 feet to a point, said point being the southeastern corner of parcel 10.00; thence in a westerly direction approximately 701.96 feet, said point being the southwest corner of parcel 10.00 and on the eastern right-of-way of Westfield Place; thence in a southwesterly direction approximately 476.58 feet to a point, said point being the southwest corner of parcel 6.00 and the northwest corner of parcel 5.00; thence in a southwesterly direction approximately 143.00 feet to a point, said point being on the property line of parcel 5.00 and on the eastern right-of-way Westfield Place; thence in a westerly direction approximately 40.00 feet across the right-of-way of Westfield Place to a point; thence in a northwesterly direction approximately 601.72 feet to a point, said point being the northwest corner of parcel 22.00; thence in a southwesterly direction approximately 344.68 feet to a point, said point being the southwest corner of parcel 22.00 and on the northern right-of-way of Cox Hollow Road; thence in a westerly direction along the northern right-of-way of Cox Hollow Road approximately 297.00 feet to a point; thence in a northwesterly direction following an arc along the northern right-of-way of Cox Hollow Road approximately 203.00 feet to a point, thence in a

northwesterly direction along the northern right-of-way of Cox Hollow Road approximately 402.00 feet to a point, said point being on the southern property line of parcel 25.00 and on the northern right-of-way of Cox Hollow Road; thence in a southwesterly direction crossing Cox Hollow Road approximately 40.00 feet to a point, said point being on the northern property line of parcel 78.00; thence in a southeasterly direction approximately 320 feet to a point, thence in a southeasterly direction approximately 82.00 feet to a point, thence in a southwesterly direction approximately 160.00 feet to a point; thence in a southwesterly direction approximately 60.00 feet to a point, said point being the southern most corner of parcel 78.00; thence in a northwesterly direction approximately 569.00 feet to a point, said point being common to parcels 78.00 and 56.00; thence in a southwesterly direction approximately 298.00 feet to a point, said point being the southeast corner of parcel 56.00; thence in a northeasterly direction approximately 1,115 feet to a point, said point being the corner common to parcels 55.00 and 53.00; thence in a northeasterly direction approximately 170 feet to a point, thence in a southeasterly direction approximately 85.00 feet to a point, thence in a northeasterly direction approximately 309.00 feet to a point, said point being on the southern right-of-way of Cox Hollow Road; thence following the right-of-way of Cox Hollow Road approximately 137.00 feet to a point; thence in a northeasterly direction crossing the right-of-way of Cox Hollow Road approximately 30.00 feet to a point, said point being the southwest corner of parcel 6.00; thence in a northeasterly direction approximately 36.95 feet to a point; thence in a northeasterly direction approximately 62.83 feet to a point; thence in a northeasterly direction approximately 83.78 feet to a point; thence in a northeasterly direction approximately 45.33 feet to a point; thence in a northeasterly direction approximately 364.13 feet to a point, said point being the northwest corner of parcel 6.00 of Tax Map 105J, Group C; thence in a southeasterly direction approximately 203.62 feet to a point; thence in a northeasterly direction approximately 158.00 feet to a point, said point being the northeast corner of parcel 80.00; thence in a southeasterly direction approximately 239.00 feet to a point, thence in a northeasterly direction approximately 414.00 feet to a point, said point being the northeast corner of parcel 83.10; thence in a southeasterly direction approximately 241.00 feet to a point, said point being the southeast corner of parcel 83.10; thence in a southwesterly direction approximately 56.00 feet to a point, thence in a southeasterly direction approximately 400.00 feet to a point, thence in a northeasterly direction approximately 735.00 feet to a point, said point being the southeast corner of parcel 85.00; thence in a northwesterly direction approximately 437.00 feet to a point, said point being the southwest corner of parcel 86.05; thence in a northeasterly direction approximately 225.00 feet to a point; thence in a northwesterly direction approximately 268.00 feet to a point, said point being the southwest corner of parcel 86.10; thence in a northeasterly direction approximately 250.00 feet to a point, thence in a southeasterly direction approximately 131.00 feet to a point, thence in a northwesterly direction approximately 116.00 feet to a point, said point being the northwest corner of parcel 86.50; thence in a southeasterly direction approximately 674.00 feet to a point, said point being the southeast corner of parcel 86.50; thence in a northeasterly direction approximately 15.00 feet to a point; thence in a northeasterly direction approximately 197.34 feet to a point, thence in a southeasterly direction approximately 193.60 feet to a point, said point being the southwest corner of parcel 94.30; thence in a northerly direction approximately 1,555.78 feet to a point, said point being the southeast corner of parcel 6.00 of Tax Map 105F, Group A; thence in a northwesterly direction approximately 208.95 feet to a point, said point being the southwest corner of parcel 6.00; thence in a northeasterly direction approximately 233.51 feet to the point of BEGINNING, and being all of parcels 8.00, 55.00, 55.10, 56.00, 78.00, 79.00, 86.05, 86.10, 86.50, 93.00, 93.20, 93.30, 93.50, 93.55, 94.00, 94.20, 94.25, 94.30 on Tax Map 105; and Tax Map 105F, Group A, parcel 6.00, and Tax Map 105F, Group B, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00, 7.00, 8.00, and 23.00; Tax Map 105K, Group B, parcels 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 16.00, 16.10, 17.00, 18.00, 20.00, 24.00, 24.10, 25.00; and Tax Map 105J, Group C, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00 as indicated on April 2005 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  
ROCK SPRINGS SOUTH AREA #6 ANNEXATION AREA OF THE  
CITY OF KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed annexation of the Rock Springs South Area #6 was submitted to the Kingsport Regional Planning Commission on October 18, 2007, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held May 20, 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 May 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 13th Civil District of Sullivan County, Tennessee, commonly known as the Rock Springs South Area #6 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 6.00 and on the western right-of-way of Westfield Drive; thence in a northeasterly direction approximately 50.00 feet crossing Westfield Drive to a point, said point being the property line of parcel 97.00 and on the eastern right-of-way of Westfield Drive; thence in a southeasterly direction approximately 184 feet to a point, said point being the northwest corner of parcel 8.00 of Tax Map 105F, Group B; thence in an easterly direction approximately 717.52 feet to a point; thence in a northeasterly direction approximately 539.84 feet to a point, said point being the northeast corner of parcel 7.00 and on the western right-of-way of Interstate 26; thence in a southeasterly direction following the western right-of-way of Interstate 26 approximately 287.57 feet to a point, said point being the northeast corner of parcel 7.00; thence in a southeasterly direction approximately 350.72 feet to a point, said point being the northeast corner of parcel 6.00; thence in a southerly direction approximately 416.89 feet to a point, said point being the southeast corner of parcel 5.00 and the northeast corner of parcel 4.00; thence in a southwesterly direction approximately 861.41 feet to a point, said point being the southeast corner of parcel 2.00; thence in a southwesterly direction approximately 672.58 feet following the western right-of-way of Interstate 26 to a point, said point being the southeastern corner of parcel 1.00; thence in a southeasterly direction approximately 130

feet across an unnamed right-of-way to a point, said point being the northeast corner of parcel 15.00; thence in a southeasterly direction approximately 322.66 feet to a point; thence in a southwesterly direction along the western right-of-way of Interstate 26 approximately 271.37 feet to a point, thence in a southwesterly direction approximately 158.76 feet; thence in a southerly direction approximately 50.00 feet to a point, said point being the northeast corner of parcel 11.00, thence in a southwesterly direction approximately 311 feet to a point, said point being the southeastern corner of parcel 10.00; thence in a westerly direction approximately 701.96 feet, said point being the southwest corner of parcel 10.00 and on the eastern right-of-way of Westfield Place; thence in a southwesterly direction approximately 476.58 feet to a point, said point being the southwest corner of parcel 6.00 and the northwest corner of parcel 5.00; thence in a southwesterly direction approximately 143.00 feet to a point, said point being on the property line of parcel 5.00 and on the eastern right-of-way Westfield Place; thence in a westerly direction approximately 40.00 feet across the right-of-way of Westfield Place to a point; thence in a northwesterly direction approximately 601.72 feet to a point, said point being the northwest corner of parcel 22.00; thence in a southwesterly direction approximately 344.68 feet to a point, said point being the southwest corner of parcel 22.00 and on the northern right-of-way of Cox Hollow Road; thence in a westerly direction along the northern right-of-way of Cox Hollow Road approximately 297.00 feet to a point; thence in a northwesterly direction following an arc along the northern right-of-way of Cox Hollow Road approximately 203.00 feet to a point, thence in a northwesterly direction along the northern right-of-way of Cox Hollow Road approximately 402.00 feet to a point, said point being on the southern property line of parcel 25.00 and on the northern right-of-way of Cox Hollow Road; thence in a southwesterly direction crossing Cox Hollow Road approximately 40.00 feet to a point, said point being on the northern property line of parcel 78.00; thence in a southeasterly direction approximately 320 feet to a point, thence in a southeasterly direction approximately 82.00 feet to a point, thence in a southwesterly direction approximately 160.00 feet to a point; thence in a southwesterly direction approximately 60.00 feet to a point, said point being the southern most corner of parcel 78.00; thence in a northwesterly direction approximately 569.00 feet to a point, said point being common to parcels 78.00 and 56.00; thence in a southwesterly direction approximately 298.00 feet to a point, said point being the southeast corner of parcel 56.00; thence in a northeasterly direction approximately 1,115 feet to a point, said point being the corner common to parcels 55.00 and 53.00; thence in a northeasterly direction approximately 170 feet to a point, thence in a southeasterly direction approximately 85.00 feet to a point, thence in a northeasterly direction approximately 309.00 feet to a point, said point being on the southern right-of-way of Cox Hollow Road; thence following the right-of-way of Cox Hollow Road approximately 137.00 feet to a point; thence in a northeasterly direction crossing the right-of-way of Cox Hollow Road approximately 30.00 feet to a point, said point being the southwest corner of parcel 6.00; thence in a northeasterly direction approximately 36.95 feet to a point; thence in a northeasterly direction approximately 62.83 feet to a point; thence in a northeasterly direction approximately 83.78 feet to a point; thence in a northeasterly direction approximately 45.33 feet to a point; thence in a northeasterly direction approximately 364.13 feet to a point, said point being the northwest corner of parcel 6.00 of Tax Map 105J, Group C; thence in a southeasterly direction approximately 203.62 feet to a point; thence in a northeasterly direction approximately 158.00 feet to a point, said point being the northeast corner of parcel 80.00; thence in a southeasterly direction approximately 239.00 feet to a point, thence in a northeasterly direction approximately 414.00 feet to a point, said point being the northeast corner of parcel 83.10; thence in a southeasterly direction approximately 241.00 feet to a point, said point being the southeast corner of parcel 83.10; thence in a southwesterly direction approximately 56.00 feet to a point, thence in a southeasterly direction approximately 400.00 feet to a point, thence in a

northeasterly direction approximately 735.00 feet to a point, said point being the southeast corner of parcel 85.00; thence in a northwesterly direction approximately 437.00 feet to a point, said point being the southwest corner of parcel 86.05; thence in a northeasterly direction approximately 225.00 feet to a point; thence in a northwesterly direction approximately 268.00 feet to a point, said point being the southwest corner of parcel 86.10; thence in a northeasterly direction approximately 250.00 feet to a point, thence in a southeasterly direction approximately 131.00 feet to a point, thence in a northwesterly direction approximately 116.00 feet to a point, said point being the northwest corner of parcel 86.50; thence in a southeasterly direction approximately 674.00 feet to a point, said point being the southeast corner of parcel 86.50; thence in a northeasterly direction approximately 15.00 feet to a point; thence in a northeasterly direction approximately 197.34 feet to a point, thence in a southeasterly direction approximately 193.60 feet to a point, said point being the southwest corner of parcel 94.30; thence in a northerly direction approximately 1,555.78 feet to a point, said point being the southeast corner of parcel 6.00 of Tax Map 105F, Group A; thence in a northwesterly direction approximately 208.95 feet to a point, said point being the southwest corner of parcel 6.00; thence in a northeasterly direction approximately 233.51 feet to the point of BEGINNING, and being all of parcels 8.00, 55.00, 55.10, 56.0078.00, 79.00, 86.05, 86.10, 86.50, 93.00, 93.20, 93.30, 93.50, 93.55, 94.00, 94.20, 94.25, 94.30 on Tax Map 105; and Tax Map 105F, Group A, parcel 6.00, and Tax Map 105F, Group B, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00, 7.00, 8.00, and 23.00; Tax Map 105K, Group B, parcels 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 16.00, 16.10, 17.00, 18.00, 20.00, 24.00, 24.10, 25.00; and Tax Map 105J, Group C, parcels 1.00, 2.00, 3.00, 4.00, 5.00, 6.00 as indicated on April 2005 Sullivan County tax maps.

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

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

SECTION I. That a Plan of Services for the Rock Springs South Area #6 Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Rock Springs South Area #6 Annexation  
Rock Springs Road  
Plan of Services**

**1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain

this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.

- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

## 2. **Fire Protection**

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

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (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 form the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant will experience 20 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.

- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. **Solid Waste Disposal**

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

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

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

8. **Recreational Facilities**

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc.

on the effective date of annexation at City rates rather than out of City rates.

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

9. **Street Lighting**

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

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning district.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals 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.

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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 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

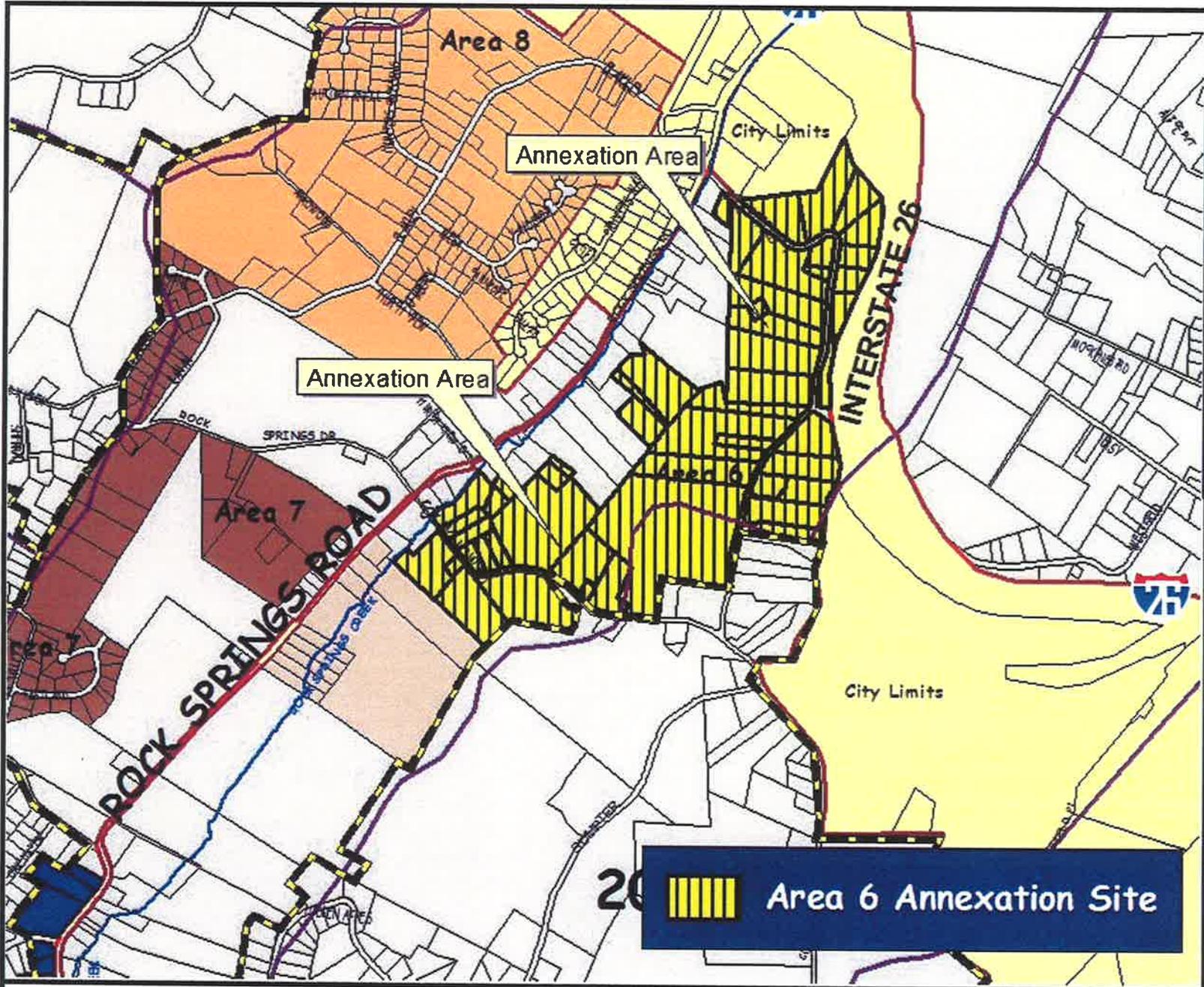
ATTEST:

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

APPROVED AS TO FORM:

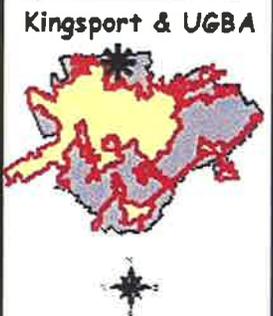
\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

# Annexation Rock Springs South Area #6 Vicinity Map



**LEGEND**

- Parcel
- Rock Springs South Annexation Area
- Area 6
- City Limits
- USFS
- Creek
- Interstate
- Other Annexation



Area 6 Annexation Site



AGENDA ACTION FORM

**Public Hearing and Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property at 4320 West Stone Drive 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-121-2008  
Work Session: May 19, 2008  
First Reading: May 20, 2008  
Final Adoption: June 3, 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 4320 West Stone Drive to B-3, General Business District.

**Executive Summary:**

The request is to rezone 4320 West Stone Drive known as the Allandale Shopping Center from B-4P, Planned Business District to B-3, General Business District. The rezoning will allow this shopping center to be redeveloped. The Kingsport Regional Planning Commission unanimously sent a favorable recommendation for this request during their April 17, 2008 meeting to the Board of Mayor and Alderman. The Notice of Public Hearing was published May 2, 2008.

**Attachments:**

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

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

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

**REZONING REPORT**  
**File No.: 08-101-00007**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

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

**DATE:** May 12, 2008

**APPLICANT:** West Eck Partners, LP, Property Owner

**REQUESTED ACTION:** City rezoning of approximately 8.49 acres of property from B-4P, Planned Business District to B-3, General Business District.

**LOCATION:** Property fronts West Stone Drive as identified on Tax Map O22, Parcel 65 on the 2005 Hawkins County Tax Maps. The lot is located in 7<sup>th</sup> Civil District.

**EXISTING LAND USE:** Multi-tenet center general business

**PROPOSED USE:** Multi-tenet center general business

**SURROUNDING ZONING AND LAND USE:**

**North:** B-4P, Planned Business with Five Star Food Service and a vacant lot.

**South:** M-1R, Light Manufacturing District and currently houses the National Guard.

**East:** B-4P, Planned Business with the AEP sub-station.

**West:** B-3 and R-3, General Business and Multi Family Residential with a gas station and apartments.

**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 are adequate for the development.

**TRANSPORTATION:** The property is located at 4320 West Stone Drive is listed as a principal arterial according to the Major Street & Road Plan (2000). The entrances to the property will remain the same.

**PHYSICAL CHARACTERISTICS:**

The property requesting rezoning totals approximately 8.49 acres in area and fronts along West Stone Drive. This property is already developed and staff does not foresee any problems in redeveloping 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 on West Stone Drive.
3. The current development does not meet the standards for B-4P and redevelopment of this site under the B-3 district is more logical and appropriate.

## 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 May 20, 2008 to consider the rezoning for Parcel 65 on tax map O22 located along West Stone Drive from B4-P, Planned Business 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 an iron pin at the intersection of the northern right-of-way line of U.S. 11-W, State Route 1, and the eastern right-of-way line of Lewis Lane; thence with the right-of-way of Lewis Lane, N 02°44'00"W approximately 346 feet to an iron pin; thence continuing N 04°50'00"W approximately 342 feet to a point said point being the common corner with the property of Aramont Properties; thence leaving said right-of-way of Lewis Lane with the line of Aramont Properties, S 88°48'40"E approximately 350 feet to an iron pin, said pin being a corner of Aramont Properties and Allandale Associates; thence with the line of Allandale Associates, S 88°48'40"E approximately 244 feet to an iron pin on the line of Kingsport Power Company; thence with the line of the Kingsport Power Company, S 01°55'50"W approximately 597 feet to an iron pin a common corner with the Kingsport Power Company on the northern right-of-way line of U.S. 11-W, State Route 1; thence across U.S. 11-W, State Route 1 approximately 135 feet to the southern right-of-way line; thence in a western direction approximately 539 feet with the said right-of-way of U.S. 11W to a point; thence in a northern direction across U.S. 11W approximately 125 feet to the point of BEGINNING, containing 10 acres, more or less, and being all parcel 65 and said right-of-way of U.S. 11W, State Route 1 on tax map O22 of the 2005 Hawkins 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: 5/2/08

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG WEST STONE DRIVE TO B-3 GENERAL BUSINESS DISTRICT, IN THE 7<sup>TH</sup> CIVIL DISTRICT OF HAWKINS 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 East Stone Drive to B-3, General Business District in the 7<sup>th</sup> Civil District of Hawkins County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at an iron pin at the intersection of the northern right-of-way line of U.S. 11-W, State Route 1, and the eastern right-of-way line of Lewis Lane; thence with the right-of-way of Lewis Lane, N 02°44'00"W approximately 346 feet to an iron pin; thence continuing N 04°50'00"W approximately 342 feet to a point said point being the common corner with the property of Aramont Properties; thence leaving said right-of-way of Lewis Lane with the line of Aramont Properties, S 88°48'40"E approximately 350 feet to an iron pin, said pin being a corner of Aramont Properties and Allandale Associates; thence with the line of Allandale Associates, S 88°48'40"E approximately 244 feet to an iron pin on the line of Kingsport Power Company; thence with the line of the Kingsport Power Company, S 01°55'50"W approximately 597 feet to an iron pin a common corner with the Kingsport Power Company on the northern right-of-way line of U.S. 11-W, State Route 1; thence across U.S. 11-W, State Route 1 approximately 135 feet to the southern right-of-way line; thence in a western direction approximately 539 feet with the said right-of-way of U.S. 11W to a point; thence in a northern direction across U.S. 11W approximately 125 feet to the point of BEGINNING, containing 10 acres, more or less, and being all parcel 65 and said right-of-way of U.S. 11W, State Route 1 on tax map O22 of the 2005 Hawkins 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 \_\_\_\_\_



M-1R  
4401

M-2

B-3

B-4P

B-3

R-

NETHERLAND INN RD

NETHERLAND INN RD

W STONE DR

LEWIS LN

LEWIS LN

CHARLES E BROOKS JR WAY

200

4223

4225

4300

4400

4100

401

4414

4388

4386

4384

4382

4380

4378

4376

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AGENDA ACTION FORM

Public Hearing and Consideration of Ordinance to Amend Zoning of Three (3) Parcels Located in the Old Island Development off Island Road

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

Action Form No.: AF-117-2008
Work Session: May 19, 2008
First Reading: May 20, 2008
Final Adoption: June 3, 2008
Staff Work By: F. Koder
Presentation By: F. Koder

BMA Strategic Plan 2005-2006

KSF #3: Economic Growth, Development & Redevelopment; KSF #6: Reliable, Dependable Infrastructure
KSO #5: Create a healthy economy by continuing efforts to expand and diversify our economic base
AI #5a: Implement Strategic Objectives
CV #: N/A

Recommendation:

- Hold public hearing.
Approve ordinance amending the zoning ordinance to rezone the one parcel from B-1, Neighborhood Commercial and two (2) parcels from PD, Planned Development District to R-1B, Single Family Residential District.

Executive Summary:

The request is to rezone approximately 13.51 acres which includes parcels 2.00, and a portion of parcel 48.10 as identified on Sullivan County Tax map 48D, Group B and Tax Map 32 respectively. This is an owner and initiated rezoning request. The proposed zoning for the area is a City R-1B. Adjacent city zoning is R-1B, Single Family. The existing land uses compliment the majority of the current zoning designations and the proposed zoning is compatible with the surrounding zoning in the area and helps protect the proposed residential use. Water and sewer will be available to the parcels through the plan of services to the parent parcel. At its April 17, 2008 meeting, the Kingsport Regional Planning Commission voted unanimously (8-0) 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 May 4, 2008.

Attachments:

- Staff Report
Public Notice
Zoning Ordinance
Maps

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

Table with 3 columns: Name, Y, N, O. Rows include Joh, Mallicote, Marsh, Munsey, Shull, Shupe, Phillips.

**REZONING REPORT**  
**File No.: 08-101-00009**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** FORREST KODER, PRINCIPAL PLANNER

**DATE:** **March 31, 2008 for the April 17, 2008 Meeting**

**APPLICANT:** Lifestyle Development LLC – Jerry Petzoldt

**REQUESTED ACTION:** Owner petitions for rezoning of three (3) parcels containing approximately 13.51 acres of property from B-1, Neighborhood Commercial District and PD, Planned Development District to R-1B, Single family Residential District. Parcel A contains 1.20 acres and Parcels B & C contain 4.95 and 7.36 acres respectively.

**LOCATION:** Property is located just off Old island Road and within the Crockett's landing and Old Island proposed subdivisions. It is further identified on Tax Map 48D, Group B, Parcel 2.00 and a portion of Tax Map 32, Parcel 48.10 on the Sullivan County Tax maps for 2007. The property is located inside of the Kingsport City Limits, and is in the 7th Civil District.

**EXISTING LAND USE:** Vacant Property.

**PROPOSED USE:** Single Family Residential.

**SURROUNDING ZONING AND LAND USE:**

**North:** City R-1B, Single Family Residential zoning districts with the land uses vacant.

**South:** City R-1B, Single Family Residential zoning districts. Land uses to the south are recreational in the form of a golf course.

**East:** City R-1B, Single Family Residential zoning districts. Land uses to the south are recreational in the form of a golf course.

**West:** City R-1B, Single Family Residential zoning districts. Directly to the east of parcel A are single family homes that are in the City limits.

**LAND USE PLAN (S):** The site is inside the *Land Use for 2010* and the recommended land use for this area according to the plan is single family residential.

**UTILITIES:** At the time of annexation the Cities Plan of Services calls for the extension of sewer to the parent parcels by the City and an upgrade of the water lines to furnish fire protection once these utilities are available to the annexed territory and as the parcels are subdivided, it will be the responsibility of the developer to extend these utilities.

**TRANSPORTATION:** Residential streets consist of Old Island Trail and Golf View Drive. Tree Top Private Drive and Braemere Drive; all residential streets empty onto Island Road (a collector) and then to Memorial Blvd, an arterial roadway.

**PHYSICAL CHARACTERISTICS:** The two knobs requesting rezoning are extremely steep and vary from top to bottom. The commercial property is mostly flat with all the property rising from the south to the north.

**ANALYSIS:** At the time of annexation, the Parcel A assumed a matching zone as it was zoned B-1 in Sullivan County. This was the location of the old clubhouse for the golf course. The two knobs were split zoned by Sullivan County and the developers wanted to zone these PD, Planned Development at the time of annexation with the idea of using the flexibility allowed in a PD zone to create a mixed use environment. This strategy has changed due to market conditions and the developer now wishes to rezone the three parcels to an R-1B, single family district which will match the surrounding annexed area. This action, if passed will rezone all parcels to the R-1B designation.

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

1. Approve the rezoning and forward to the Board of Mayor and Alderman with a favorable recommendation.
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 reasons:

1. The request is compatible with the surrounding zoning.
2. The request will reduce the density as the PD, with Planning Commission approval could have allowed a higher density with Condos.

## **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 May 20, 2008 to consider the rezoning for Parcels 2.00, and a portion of Parcel 48.10 located off Old Island Road and Braemere Drive from PD, Planned Development District to R-1B, Single Family. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

### **Tract A**

BEGINNING at a point, said point being the southern corner of parcel 2, Tax Map 48D; thence in a northwesterly direction approximately 339.73 feet to a point, said point being the northwestern corner of parcel 2; thence in a northeasterly direction approximately 188.56 feet to a point, said point being the northeastern corner of parcel 2; thence in a southeasterly direction approximately 260.28 feet to a point, said point being the southeastern corner of parcel 2; thence in a southwesterly direction approximately 189.21 feet to the point of BEGINNING, and being all of parcel 2, Tax Map 48D as indicated on the April 2006 Sullivan County tax maps.

### **Tract B**

BEGINNING at a point, said point being approximately 710 feet due south of the common points of the southeast corner of parcel 90 & the southwest corner of parcel 92, Tax Map 33, to a point, said point being on the boundary line of parcel 82.60, Tax Map 48; thence in a southeasterly direction, approximately 346 feet to a point; thence in a southerly direction, approximately 142 feet to a point; thence in a southerly direction, approximately 68 feet to a point; thence in a southwesterly direction, approximately 227 feet to a point; thence in a westerly direction, approximately 255 feet to a point, thence in a northwesterly direction, approximately 210 feet to a point; thence in a northerly direction, approximately 91 feet to a point; thence in a northeasterly direction, approximately 411 feet to a point; thence in a northwesterly direction, approximately 91 feet to a point; thence in a northeasterly direction, approximately 47 feet to a point; thence in a southeasterly direction, approximately 110 feet to the point of BEGINNING, being a portion of parcel 82.60 as indicated on the April 2006 Sullivan County tax maps and commonly referred to as a knob.

### **Tract C**

BEGINNING at a point, said point being approximately 1,855 feet north of the northeast corner of parcel 7 and the northwest corner of parcel 6, Tax Map 49, and lying on the boundary line with the common boundary line extended north; thence due east, approximately 44 feet to a point, thence in a southerly direction, approximately 39 feet to a point; thence in an easterly direction, approximately 146 feet to a point; thence in a southerly direction, approximately 100 feet to a point; thence in a southeasterly direction, approximately 258 feet to a point; thence in a southerly direction, approximately 300 feet to a point; thence in a westerly direction, approximately 193 feet to a point; thence in an arc, in a counterclockwise rotation, approximately 105 feet to a point; thence in a westerly direction, approximately 271 feet to a point; thence in a north-northwesterly direction, approximately 361 feet to a point; thence in a northeasterly direction, approximately 108 feet to a point; thence in a southeasterly direction, approximately 141 feet to a point; thence in a northeasterly direction, approximately 289 feet to the point of BEGINNING, being a portion of parcel 82.60 on the April 2006 Sullivan County tax maps and commonly referred to as a knob.

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: 5/04/08

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY WITHIN THE OLD ISLAND DEVELOPMENT OFF BRAEMERE DRIVE AND OLD ISLAND ROAD FROM PD, PLANNED DISTRICT, AND B-1, NEIGHBORHOOD COMMERCIAL TO R-1B, SINGLE FAMILY 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, FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property within the Old Island development off Braemere Drive and Olds Island Road to R-1B, Single Family Residential District, in the 7<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

#### Tract A

BEGINNING at a point, said point being the southern corner of parcel 2, Tax Map 48D; thence in a northwesterly direction approximately 339.73 feet to a point, said point being the northwestern corner of parcel 2; thence in a northeasterly direction approximately 188.56 feet to a point, said point being the northeastern corner of parcel 2; thence in a southeasterly direction approximately 260.28 feet to a point, said point being the southeastern corner of parcel 2; thence in a southwesterly direction approximately 189.21 feet to the point of BEGINNING, and being all of parcel 2, Tax Map 48D as indicated on the April 2006 Sullivan County tax maps.

#### Tract B

BEGINNING at a point, said point being approximately 710 feet due south of the common points of the southeast corner of parcel 90 & the southwest corner of parcel 92, Tax Map 33, to a point, said point being on the boundary line of parcel 82.60, Tax Map 48; thence in a southeasterly direction, approximately 346 feet to a point; thence in a southerly direction, approximately 142 feet to a point; thence in a southerly direction, approximately 68 feet to a point; thence in a southwesterly direction, approximately 227 feet to a point; thence in a westerly direction, approximately 255 feet to a point, thence in a northwesterly direction, approximately 210 feet to a point; thence in a northerly direction, approximately 91 feet to a point; thence in a northeasterly direction, approximately 411 feet to a point; thence in a northwesterly direction, approximately 91 feet to a point; thence in a northeasterly direction, approximately 47 feet to a point; thence in a southeasterly direction, approximately 110 feet to the point of BEGINNING, being a portion of parcel 82.60 as indicated on the April 2006 Sullivan County tax maps and commonly referred to as a knob.

#### Tract C

BEGINNING at a point, said point being approximately 1,855 feet north of the northeast corner of parcel 7 and the northwest corner of parcel 6, Tax Map 49, and lying on the boundary line with the common boundary line extended north; thence due east, approximately 44 feet to a point, thence in a southerly direction, approximately 39 feet to a point; thence in an easterly direction, approximately 146 feet to a point; thence in a southerly direction, approximately 100 feet to a point; thence in a southeasterly direction, approximately 258 feet to a point; thence in a southerly direction, approximately 300 feet to a point; thence in a westerly direction, approximately 193 feet to a point; thence in an arc, in a counterclockwise rotation, approximately 105 feet to a point; thence in a westerly direction, approximately 271 feet to a point; thence in a north-northwesterly direction, approximately 361 feet to a point; thence in a northeasterly direction, approximately 108 feet to a point; thence in a southeasterly direction,

approximately 141 feet to a point; thence in a northeasterly direction, approximately 289 feet to the point of BEGINNING, being a portion of parcel 82.60 on the April 2006 Sullivan County tax maps and commonly referred to as a knob.

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:

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

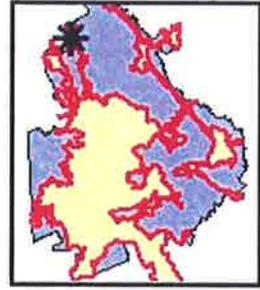
APPROVED AS TO FORM:

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

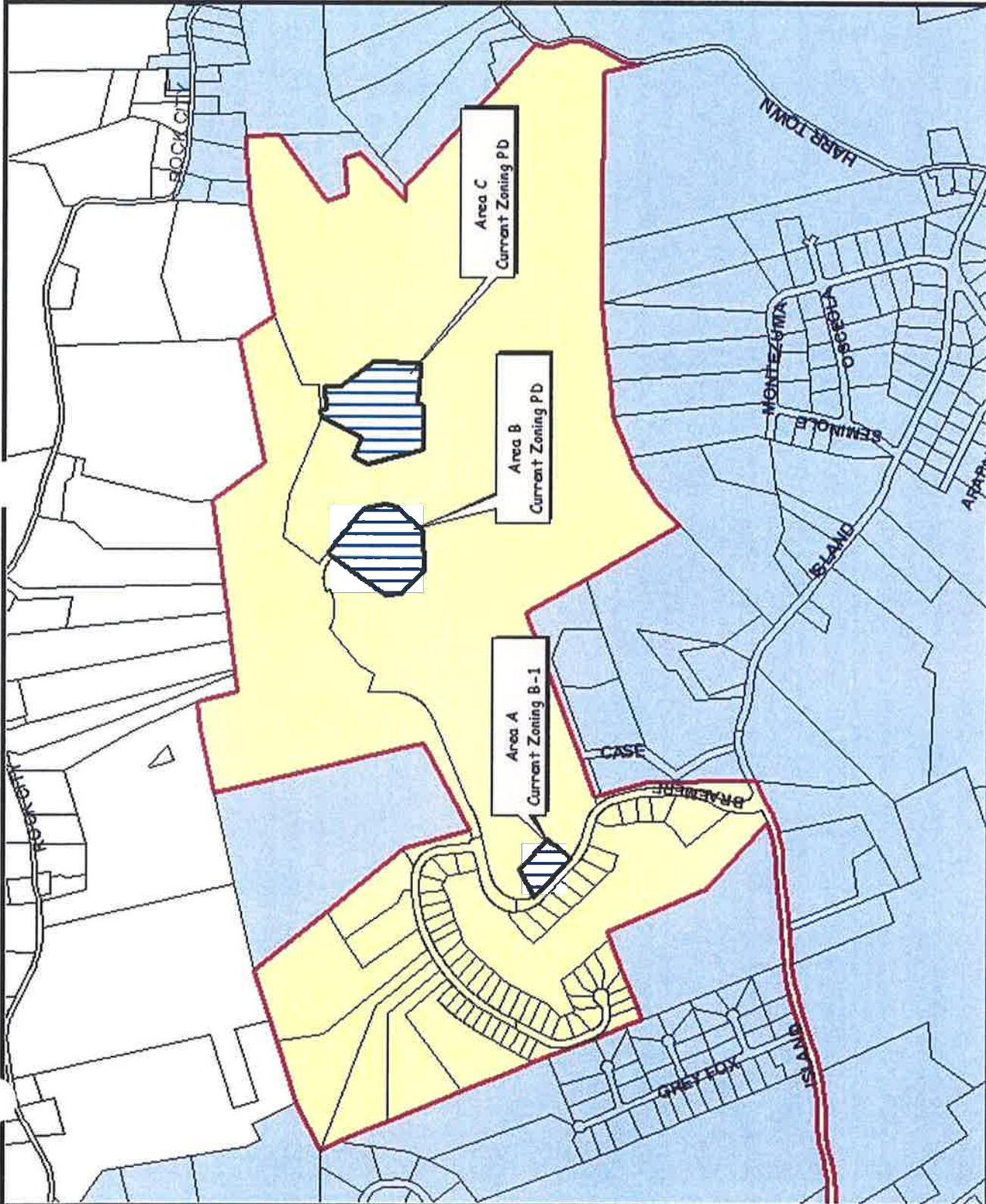
PASSED ON 1<sup>ST</sup> READING \_\_\_\_\_  
PASSED ON 2<sup>ND</sup> READING \_\_\_\_\_

# Old Island Rezoning Vicinity Map

-  Rezoning
-  Parcels
-  River
-  City Limits
-  UGBA



Planning Division  
March 28, 2008



## Old Island Road Rezoning

1000 0 1000 2000 Feet





AGENDA ACTION FORM

**Public Hearing and Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property along Virgil Avenue to R-3, Multi-Family Residential District**

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

Action Form No.: AF-122-2008  
Work Session: May 19, 2008  
First Reading: May 20, 2008

Final Adoption: June 3, 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 parcel 37 on tax map 29L of the 2008 Sullivan County tax maps to R-3, Multi-Family Residential District.

**Executive Summary:**

The request is to rezone along Virgil Avenue from R-1B, Single Family Residential District to R-3, Multi-Family Residential District. The rezoning will allow the owner to construct a duplex on this property. The Kingsport Regional Planning Commission unanimously sent a favorable recommendation for this request during their April 17, 2008 meeting to the Board of Mayor and Alderman. The Notice of Public Hearing was published May 2, 2008.

**Attachments:**

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

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

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

**REZONING REPORT**  
**File No.: 08-101-00008**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

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

**DATE:** May 12, 2008

**APPLICANT:** Joann Robinette, Property Owner

**REQUESTED ACTION:** City rezoning of approximately .56 acres of property from R-1B, Single Family Residential District to R-3, Multi-Family Residential District.

**LOCATION:** Property fronts Virgil Avenue as identified on Tax Map 29L, Group B Parcel 37 on the 2005 County Tax Maps. The lot is located in 12<sup>th</sup> Civil District.

**EXISTING LAND USE:** Vacant

**PROPOSED USE:** Duplex

**SURROUNDING ZONING AND LAND USE:**

**North:** R-1B, Single Family Residential with single family residents.

**South:** R-3, Multi-Family Residential District with mobile homes.

**East:** R-1B, Single Family Residential with single family residents.

**West:** R-1B, Single Family Residential with single family residents.

**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 Residential.

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

**TRANSPORTATION:** The property is located Virgil Avenue is listed as a Collector Street according to the Major Street & Road Plan (2000). The entrance to the property will remain the same.

**PHYSICAL CHARACTERISTICS:**

The property requesting rezoning totals approximately 0.56 acres in area and fronts along Virgil Avenue. Staff does not foresee any problems in developing this site to R-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 R-3 zoning located to the south.

## **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 May 20, 2008 to consider the rezoning for Parcel 37 on tax map 29L located along Virgil Avenue from R-1B, Single Family Residential District to R-3, Multi-Family Residential District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the intersection of the eastern right-of-way line of Virgil Avenue, and the southeastern corner of parcel 37 on tax map 29L; thence with the right-of-way of Virgil Avenue, approximately 110 feet to a point, said point being the northeastern corner of lot 37 and the southeastern corner of lot 37.10; thence in an easterly direction approximately 215 feet to a point, said being the common corner with parcel 37.10; thence in a southerly direction approximately 105 feet to point, said point being a southeastern corner of parcel 37 and northern line of parcel 36; thence with the line of parcel 36 approximately 249 feet to a point, said point being the point of BEGINNING, containing approximately .56 acres, and being all parcel 37 on tax map 29L of the 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: 5/2/08

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG VIRGIL AVENUE TO R-3 MULTI-FAMILY RESIDENTIAL DISTRICT, IN THE 12<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE CITY OF KINGSPORT, FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Virgil Avenue to R-3, Multi-Family Residential District in the 12<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 intersection of the eastern right-of-way line of Virgil Avenue, and the southeastern corner of parcel 37 on tax map 29L; thence with the right-of-way of Virgil Avenue, approximately 110 feet to a point, said point being the northeastern corner of lot 37 and the southeastern corner of lot 37.10; thence in an easterly direction approximately 215 feet to a point, said being the common corner with parcel 37.10; thence in a southerly direction approximately 105 feet to point, said point being a southeastern corner of parcel 37 and northern line of parcel 36; thence with the line of parcel 36 approximately 249 feet to a point, said point being the point of BEGINNING, containing approximately .56 acres, and being all parcel 37 on tax map 29L of the 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 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 \_\_\_\_\_





AGENDA ACTION FORM

Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Owner Initiated Rock Springs South Annexations and Consideration of a Resolution Adopting the Plan of Services

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

Action Form No.: AF-131- 2008
Work Session: May 19, 2008
First Reading: May 20, 2008

Final Adoption: June 3, 2008
Staff Work By: F. Koder
Presentation By: F. Koder

Recommendation:

- Hold public hearing
Approves ordinance for the owner initiated annexation of Rock Springs South parcels in Areas #7 & #8 parcels 13.00, 14.00, 19.00, 21.00 of Tax Map 105H, Group B and parcel 19.00 of Tax Map 105 and parcels 5.00, 9.00 and 48.00 of Tax Map 105B, Group A and parcel 8.00 of Tax Map 105 and parcel 2.00 of Tax Map 105G, Group B as indicated on 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 request to annex approximately 6.51 acres 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 5,607 linear feet of roadway is included in this annexation. Water 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 Rock Springs South #7 & #8 annexation area of which these are a part, to the Board of Mayor and Alderman. The effective date of this annexation will be thirty (30) days after second reading. The Notice of Public Hearing was published May 4, 2008.

Attachments:

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

Table with 3 columns: Name, Y, N, O. Rows include Joh, Mallicote, Marsh, Munsey, Shull, Shupe, Phillips.

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

# Memorandum

**To:** Kingsport Board of Mayor and Aldermen

**From:** Forrest Koder, Planning Division

**Date:** 5/13/2008

**Re:** Owner Initiated Annexations in the Rock Springs Area

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Per your direction during the Board of Mayor and Aldermen Retreat, staff sent 218 letters to the residents of the Rock Springs Annexation areas known as Areas 7 and 8 to inquire about voluntary annexation. We had a total of ten (10) in these areas and one in the area slated for annexation in the year 2010 that responded with petitions for annexation. Action Form 131-2008 is the annexation of the owner initiated parcels within areas 7 and 8. Instead of bringing the remaining areas in 7 and 8 in conjunction with the owner initiated annexations at the same time, staff will bring the remaining areas to the Board after the thirty (30) day timeframe has expired on the owner initiated parcels at the advice of counsel. Therefore the remaining portions of areas 7 and 8 will be brought to the Board for public hearing on July 15, 2008.

Since the area presented is a fraction of the total area proposed for annexation and due to the time involved, staff is not able to present a cost/benefit for the parcels presented in this request. However in order for the Board to see the magnitude of the remaining area that will be presented to the BMA on July 15, 2008, staff has included both the cost/benefit chart and the statistics for both areas 7 and 8.

## COST/BENEFIT ANALYSIS Area # 7

Revenues	One Time	Reoccurring	Revenue LOSS
Property Taxes	0	\$40,827	
State Shared	0	\$17,231	
Sales Tax	0	0	
In County Water Rate	0	\$52,312	Loss of Revenue: \$32,326
In City Water Rate	0	\$19,986	Excludes Sales Tax
In County Sewer Rate		0	
In City Sewer Rate		\$45,946	
Other: Water Taps	\$0	0	
Sewer Tap Fees	\$122,850	0	
<b>Total</b>	<b>\$122,850</b>	<b>\$123,990</b>	Excludes County Water
<b>Grand Total</b>		<b>\$246,840</b>	

Expenses	One Time	Reoccurring	
<b>Operating Budget</b>			
Police	0	\$13,092*	*Note: Includes Operating Cost & Salary
Fire	0	0	
Public Works	0	0	
Street Lights & Traffic Controls	\$9,603	\$4,803	
Recreation	0	0	
Zoning Services	0	0	
Schools	New School	New School	
Leaf & Land., & Admin .	\$6,923	\$21,644*	*Note: Includes Operating Cost & Salary
Garbage, Trash, Refuse			
Road Maintenance			
Subtotal	<b>\$16,256</b>	<b>\$39,539</b>	
<b>Capital Budget</b>			
Water	\$288,750	0	
Sewer	\$1,095,000	0	
Roads	0	0	
Schools	0	0	
Police - Car	\$7,795	0	
Subtotal	<b>\$1,391,545</b>	<b>0</b>	
<b>Grand Total</b>	<b>\$1,407,801</b>	<b>\$39,539</b>	

## COST/BENEFIT ANALYSIS Area # 8

Revenues	One Time	Reoccurring	Revenue LOSS
Property Taxes	0	\$132,813	
State Shared	0	\$26,759	
Sales Tax	0	0	
In County Water Rate	0	\$110,729	Loss of Revenue: \$68,441
In City Water Rate	0	\$42,288	Excludes Sales Tax
In County Sewer Rate		0	
In City Sewer Rate		\$97,262	
Other: Water Taps	\$0	0	
Sewer Tap Fees	\$317,850	0	
<b>Total</b>	<b>\$317,850</b>	<b>\$299,122</b>	Excludes County Water
<b>Grand Total</b>		<b>\$616,972</b>	

Expenses	One Time	Reoccurring	
<b>Operating Budget</b>			
Police	0	\$34,038*	*Note: Includes Operating Cost & Salary
Fire	0	0	
Public Works	0	0	
Street Lights & Traffic Controls	\$29,379	\$13,839	
Recreation	0	0	
Zoning Services	0	0	
Schools	New School	New School	
Leaf & Land., & Admin .	\$48,452	\$43,801*	*Note: Includes Operating Cost & Salary
Garbage, Trash, Refuse			
Road Maintenance			
Subtotal	<b>\$77,831</b>	<b>\$91,678</b>	
<b>Capital Budget</b>			
Water	\$771,250	0	
Sewer	\$2,368,464	0	
Roads	0	0	
Schools	0	0	
Police - Car	\$20,268	0	
Subtotal	<b>\$3,159,982</b>	<b>0</b>	
<b>Grand Total</b>	<b>\$3,237,813</b>	<b>\$91,678</b>	

### Statistics Area #7

Population	170
Miles of Roadway Annexed	9,661 linear feet
Acres included in Annexation	101.32
Existing Land Use	Existing Residential, Farmland.
Proposed Land Use	Residential
Proposed Zoning	City – R-1B, Single Family.
Cost of Utility Improvements	\$ 1,383,750
Annual Revenue (reoccurring) Water/Sewer/Property Taxes Net Revenue	\$106,758
Loss in Revenue – Water/Sewer City rate/ County rate	\$32,326
State Revenue Sharing per Capita \$101.36/ person – Population of 170	\$17,231
Annual Revenue (one-time) Sewer & Water Taps	\$122,850
Additional Cost – Road Maintenance, Street Lights. One Time.	\$24,321
Annual Cost; Police Officer, Garbage, Road Maintenance, Trash, etc.	\$39,539

### Statistics Area #8

Population	346
Miles of Roadway Annexed	14,443 linear feet/ 2.73 Mi.
Acres included in Annexation	264
Existing Land Use	Existing Residential, Farmland. Trailer Park
Proposed Land Use	Residential
Proposed Zoning	City – R-1B, Single Family.
Cost of Utility Improvements	\$3,139,714
Annual Revenue (reoccurring) Water/Sewer/Property Taxes Net Revenue	\$272,363
Loss in Revenue – Water/Sewer City rate/ County rate	\$68,441
State Revenue Sharing per Capita \$101.36/ person – Population of 15	\$26,759
Annual Revenue (one-time) Sewer & Water Taps	\$317,850
Additional Cost – Road Maintenance, Street Lights. One Time.	\$98,099
Annual Cost; Police Officer, Garbage, Road Maintenance, Trash, etc.	\$91,678

## 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 May 20, 2008 to consider the annexation, zoning and Plan of Services for the area identified as the owner initiated Rock Springs South Annexations, adjacent to Rock Springs Road area. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 54.00 of tax map 105 of the Sullivan County 2007 Tax Maps and the intersection of Blakley Drive and Kanan Drive; thence in a southwesterly direction approximately 50.00 feet across the right-of-way of Kanan Drive to a point, said point being the northeasterly corner of parcel 21.00 of tax map 105H, group B; thence in a southeasterly direction in an arc approximately 146.19 feet to a point, said point being the southeastern corner of parcel 21.00 and along the western right-of-way of Kanan Drive; thence in a southwesterly direction approximately 78.40 feet to a point; thence in a northwesterly direction approximately 150.00 feet to a point, said point being the northwestern corner of parcel 21.00 and on the southern right-of-way of Blakley Drive; thence in a southwesterly direction following the southern right-of-way of Blakley Drive approximately 100.00 feet to a point, said point being the northeastern corner of parcel 19.00; thence in a southeasterly direction approximately 150.00 feet to a point; thence in a southwesterly direction approximately 100.00 feet to a point; thence in a northwesterly direction approximately 150.00 feet to a point, said point being the northwesterly corner of parcel 19.00 and on the eastern right-of-way of Blakley Drive; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 504.80 feet to a point, said point being the northwesterly corner of parcel 14.00; thence in a southwesterly direction approximately 190.74 feet to a point; thence in a southwesterly direction approximately 200.00 feet to a point; thence in a northwesterly direction approximately 174.87 feet to a point, said point being the southwesterly corner of parcel 13.00 and on the eastern right-of-way of Blakley Drive; thence in a northwesterly direction crossing Blakley Drive approximately 50.00 feet to a point, said point being on the property boundary of parcel 21.00 of tax map 105; thence following the western right-of-way of Blakley Drive in an arc approximately 1,636.00 feet to a point, said point being the southwesterly corner of parcel 19.00 of tax map 105; thence in a northeasterly direction approximately 317.00 feet to a point; thence in a southeasterly direction approximately 304.00 feet to a point, said point being the southeasterly corner of parcel 19.00 and on the western right-of-way of Blakley Drive; thence following the western right-of-way of Blakley Drive in an arc to the northeast approximately 1,048.00 feet to a point, said point being the southeasterly corner of parcel 48.00 of tax map 105B, group A; thence in a northwesterly direction approximately 200.29 feet to a point, said point being the southwesterly corner of parcel 47.00; thence in a northeasterly direction approximately 100.00 feet to a point, said point being the northwest corner of parcel 48.00; thence in a northwesterly direction in an arc following the westerly right-of-way of Hunters Crossing Lane approximately 1,054.00 feet to a point; thence crossing the right-of-way of Hunters Crossing Lane in a easterly direction approximately 50.00 feet to a point, said point being the northwest corner of parcel 9.00 of tax map 105B, group A; thence in an easterly direction approximately 247.60 feet to a point; thence in a southeasterly direction approximately 502.00 feet to a point, said point being northeast corner of parcel 8.00 and on the right-of-way of Blakley Drive; thence following the westerly right-of-way of Blakley Drive in a southwesterly direction approximately 120.00 feet to a point; thence in a northwesterly direction

approximately 457.00 feet to a point, said point being the southwest corner of parcel 8.00 and the southeast corner of parcel 9.00; thence in a westerly direction approximately 250.22 feet to a point, said point being the southwest corner of parcel 9.00 and on the eastern right-of-way of Hunters Crossing Lane; thence in a southerly direction following the eastern right-of-way of Hunters Crossing lane approximately 379.91 feet to a point, said point being the northwestern corner of parcel 5.00; thence in a northeasterly direction approximately 277.79 feet to a point; thence in a southeasterly direction approximately 50.00 feet to a point; thence in a southwesterly direction approximately 261.58 feet to a point, said point being the southwest corner of parcel 5.00; thence in an easterly direction following the northern right-of-way of Hunters Crossing Lane approximately 342.95 feet to a point, said point being the southeast corner of parcel 1.00 and on the western right-of-way of Blakley Drive; thence in an easterly direction crossing the right-of-way of Blakley Drive approximately 50.00 feet to a point; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 400.00 feet to a point, said point being the southwest corner of parcel 26.00 of tax map 150G, group A; thence in a southeasterly direction following the northern right-of-way of Mesa Drive approximately 749.89 feet to a point, said point being in the center of the arc for parcel 36.00 of tax map 105G, group B; thence crossing the right-of-way of Mesa Drive in a southeasterly direction approximately 50.00 feet to a point, said point being on the property line with parcel 7.00 and the intersection of Mesa and Carnegie Court; thence following the right-of-way of Carnegie Court in an arc approximately 60.00 feet to a point; thence crossing the right-of-way of Carnegie Court in a southwesterly direction approximately 50.00 feet to a point, said point being the northeast corner of parcel 2.00; thence in a southwesterly direction approximately 135.77 feet to a point; thence in a northwesterly direction approximately 82.58 feet to a point; thence in a northeasterly direction approximately 187.04 feet to a point, said point being the northwest corner of parcel 2.00 and on the southern right-of-way of Mesa Drive; thence in a northwesterly direction approximately 789.65 feet to a point, said point being the northwesterly corner of parcel 15.00 of tax map 105G, group A and the intersection of the right-of-ways for both Mesa Drive and Blakley Drive; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 2,265 feet to the point of BEGINNING and being all of parcels 13.00, 14.00, 19.00, 21.00 of Tax Map 105H, Group B and parcel 19.00 of Tax Map 105, and parcels 5.00, 9.00 and 48.00 of Tax Map 105B, Group A and parcel 8.00 of Tax Map 105 and parcel 2.00 of Tax Map 105G, Group B as indicated on the July 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: 05/04/08

# 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 13TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE OWNER PETITIONED AREAS OF ROCK SPRINGS SOUTH AREA 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 20<sup>th</sup> day of May, 2008, and notice thereof published in the Kingsport Times-News on the 4th day of May, 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 20th day of May, 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. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northwest corner of parcel 54.00 of tax map 105 of the Sullivan County 2007 Tax Maps and the intersection of Blakley Drive and Kanan Drive; thence in a southwesterly direction approximately 50.00 feet across the right-of-way of Kanan Drive to a point, said point being the northeasterly corner of parcel 21.00 of tax map 105H, group B; thence in a southeasterly direction in an arc approximately 146.19 feet to a point, said point being the southeastern corner of parcel 21.00 and along the western right-of-way of Kanan Drive; thence in a southwesterly direction approximately 78.40 feet to a point; thence in a northwesterly direction approximately 150.00 feet to a point, said point being the northwestern

corner of parcel 21.00 and on the southern right-of-way of Blakley Drive; thence in a southwesterly direction following the southern right-of-way of Blakley Drive approximately 100.00 feet to a point, said point being the northeastern corner of parcel 19.00; thence in a southeasterly direction approximately 150.00 feet to a point; thence in a southwesterly direction approximately 100.00 feet to a point; thence in a northwesterly direction approximately 150.00 feet to a point, said point being the northwesterly corner of parcel 19.00 and on the eastern right-of-way of Blakley Drive; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 504.80 feet to a point, said point being the northwesterly corner of parcel 14.00; thence in a southwesterly direction approximately 190.74 feet to a point; thence in a southwesterly direction approximately 200.00 feet to a point; thence in a northwesterly direction approximately 174.87 feet to a point, said point being the southwesterly corner of parcel 13.00 and on the eastern right-of-way of Blakley Drive; thence in a northwesterly direction crossing Blakley Drive approximately 50.00 feet to a point, said point being on the property boundary of parcel 21.00 of tax map 105; thence following the western right-of-way of Blakley Drive in an arc approximately 1,636.00 feet to a point, said point being the southwesterly corner of parcel 19.00 of tax map 105; thence in a northeasterly direction approximately 317.00 feet to a point; thence in a southeasterly direction approximately 304.00 feet to a point, said point being the southeasterly corner of parcel 19.00 and on the western right-of-way of Blakley Drive; thence following the western right-of-way of Blakley Drive in an arc to the northeast approximately 1,048.00 feet to a point, said point being the southeasterly corner of parcel 48.00 of tax map 105B, group A; thence in a northwesterly direction approximately 200.29 feet to a point, said point being the southwesterly corner of parcel 47.00; thence in a northeasterly direction approximately 100.00 feet to a point, said point being the northwest corner of parcel 48.00; thence in a northwesterly direction in an arc following the westerly right-of-way of Hunters Crossing Lane approximately 1,054.00 feet to a point; thence crossing the right-of-way of Hunters Crossing Lane in an easterly direction approximately 50.00 feet to a point, said point being the northwest corner of parcel 9.00 of tax map 105B, group A; thence in an easterly direction approximately 247.60 feet to a point; thence in a southeasterly direction approximately 502.00 feet to a point, said point being northeast corner of parcel 8.00 and on the right-of-way of Blakley Drive; thence following the westerly right-of-way of Blakley Drive in a southwesterly direction approximately 120.00 feet to a point; thence in a northwesterly direction approximately 457.00 feet to a point, said point being the southwest corner of parcel 8.00 and the southeast corner of parcel 9.00; thence in a westerly direction approximately 250.22 feet to a point, said point being the southwest corner of parcel 9.00 and on the eastern right-of-way of Hunters Crossing Lane; thence in a southerly direction following the eastern right-of-way of Hunters Crossing lane approximately 379.91 feet to a point, said point being the northwestern corner of parcel 5.00; thence in a northeasterly direction approximately 277.79 feet to a point; thence in a southeasterly direction approximately 50.00 feet to a point; thence in a southwesterly direction approximately 261.58 feet to a point, said point being the southwest corner of parcel 5.00; thence in an easterly direction following the northern right-of-way of Hunters Crossing Lane approximately 342.95 feet to a point, said point being the southeast corner of parcel 1.00 and on the western right-of-way of Blakley Drive; thence in an easterly direction crossing the right-of-way of Blakley Drive approximately 50.00 feet to a point; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 400.00 feet to a point, said point being the southwest corner of parcel 26.00 of tax map 150G, group A; thence in a southeasterly direction following the northern right-of-way of Mesa Drive approximately 749.89 feet to a point, said point being in the center of the arc for parcel 36.00 of tax map 105G, group B; thence crossing the right-of-way of Mesa Drive in a southeasterly direction approximately 50.00 feet to a point, said point being on the property line with parcel 7.00 and the intersection of Mesa and Carnegie Court; thence following the right-of-way of Carnegie Court in an arc approximately 60.00 feet to a point; thence crossing the right-of-way of

Carnegie Court in a southwesterly direction approximately 50.00 feet to a point, said point being the northeast corner of parcel 2.00; thence in a southwesterly direction approximately 135.77 feet to a point; thence in a northwesterly direction approximately 82.58 feet to a point; thence in a northeasterly direction approximately 187.04 feet to a point, said point being the northwest corner of parcel 2.00 and on the southern right-of-way of Mesa Drive; thence in a northwesterly direction approximately 789.65 feet to a point, said point being the northwesterly corner of parcel 15.00 of tax map 105G, group A and the intersection of the right-of-ways for both Mesa Drive and Blakley Drive; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 2,265 feet to the point of BEGINNING and being all of parcels 13.00, 14.00, 19.00, 21.00 of Tax Map 105H, Group B and parcel 19.00 of Tax Map 105, and parcels 5.00, 9.00 and 48.00 of Tax Map 105B, Group A and parcel 8.00 of Tax Map 105 and parcel 2.00 of Tax Map 105G, Group B as indicated on the July 2007 Sullivan County tax maps.

SECTION II. BE IT FURTHER ORDAINED, That all of the people and territory within the aforementioned boundaries shall be annexed to and become a part of the City of Kingsport, and that the City of Kingsport will provide services thereto in accordance with the Plan of Services adopted March 18, 2008, commencing on August 31, 3008.

SECTION III. BE IT FURTHER ORDAINED, That 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:

\_\_\_\_\_  
LIZ GILBERT  
Deputy 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 ROCK SPRINGS ROAD KNOWN AS THE OWNER INITIATED ANNEXATION AREAS OF ROCK SPRINGS SOUTH TO R-1B SINGLE FAMILY RESIDENTIAL DISTRICT, IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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 in the Rock Springs area known as the owner initiated Rock Springs South Parcels Annexation to R-1B, Single Family Residential District in the 13<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 northwest corner of parcel 54.00 of tax map 105 of the Sullivan County 2007 Tax Maps and the intersection of Blakley Drive and Kanan Drive; thence in a southwesterly direction approximately 50.00 feet across the right-of-way of Kanan Drive to a point, said point being the northeasterly corner of parcel 21.00 of tax map 105H, group B; thence in a southeasterly direction in an arc approximately 146.19 feet to a point, said point being the southeastern corner of parcel 21.00 and along the western right-of-way of Kanan Drive; thence in a southwesterly direction approximately 78.40 feet to a point; thence in a northwesterly direction approximately 150.00 feet to a point, said point being the northwestern corner of parcel 21.00 and on the southern right-of-way of Blakley Drive; thence in a southwesterly direction following the southern right-of-way of Blakley Drive approximately 100.00 feet to a point, said point being the northeastern corner of parcel 19.00; thence in a southeasterly direction approximately 150.00 feet to a point; thence in a southwesterly direction approximately 100.00 feet to a point; thence in a northwesterly direction approximately 150.00 feet to a point, said point being the northwesterly corner of parcel 19.00 and on the eastern right-of-way of Blakley Drive; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 504.80 feet to a point, said point being the northwesterly corner of parcel 14.00; thence in a southwesterly direction approximately 190.74 feet to a point; thence in a southwesterly direction approximately 200.00 feet to a point; thence in a northwesterly direction approximately 174.87 feet to a point, said point being the southwesterly corner of parcel 13.00 and on the eastern right-of-way of Blakley Drive; thence in a northwesterly direction crossing Blakley Drive approximately 50.00 feet to a point, said point being on the property boundary of parcel 21.00 of tax map 105; thence following the western right-of-way of Blakley Drive in an arc approximately 1,636.00 feet to a point, said point being the southwesterly corner of parcel 19.00 of tax map 105; thence in a northeasterly direction approximately 317.00 feet to a point; thence in a southeasterly direction approximately 304.00 feet to a point, said point being the southeasterly corner of parcel 19.00 and on the western right-of-way of Blakley Drive; thence following the western right-of-way of Blakley Drive in an arc to the northeast approximately 1,048.00 feet to a point, said point being the southeasterly corner of parcel 48.00 of tax map 105B, group A; thence in a northwesterly direction approximately 200.29 feet to a point, said point being the southwesterly corner of parcel 47.00; thence in a northeasterly direction approximately 100.00 feet to a point, said point being the northwest corner of parcel 48.00; thence in a northwesterly direction in an arc following the westerly right-of-way of Hunters Crossing Lane approximately 1,054.00 feet to a point; thence crossing the right-of-way of Hunters Crossing Lane in a easterly direction approximately 50.00 feet to a point, said point being the northwest corner of parcel 9.00 of tax map 105B, group A; thence in

an easterly direction approximately 247.60 feet to a point; thence in a southeasterly direction approximately 502.00 feet to a point, said point being northeast corner of parcel 8.00 and on the right-of-way of Blakley Drive; thence following the westerly right-of-way of Blakley Drive in a southwesterly direction approximately 120.00 feet to a point; thence in a northwesterly direction approximately 457.00 feet to a point, said point being the southwest corner of parcel 8.00 and the southeast corner of parcel 9.00; thence in a westerly direction approximately 250.22 feet to a point, said point being the southwest corner of parcel 9.00 and on the eastern right-of-way of Hunters Crossing Lane; thence in a southerly direction following the eastern right-of-way of Hunters Crossing lane approximately 379.91 feet to a point, said point being the northwestern corner of parcel 5.00; thence in a northeasterly direction approximately 277.79 feet to a point; thence in a southeasterly direction approximately 50.00 feet to a point; thence in a southwesterly direction approximately 261.58 feet to a point, said point being the southwest corner of parcel 5.00; thence in an easterly direction following the northern right-of-way of Hunters Crossing Lane approximately 342.95 feet to a point, said point being the southeast corner of parcel 1.00 and on the western right-of-way of Blakley Drive; thence in an easterly direction crossing the right-of-way of Blakley Drive approximately 50.00 feet to a point; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 400.00 feet to a point, said point being the southwest corner of parcel 26.00 of tax map 150G, group A; thence in a southeasterly direction following the northern right-of-way of Mesa Drive approximately 749.89 feet to a point, said point being in the center of the arc for parcel 36.00 of tax map 105G, group B; thence crossing the right-of-way of Mesa Drive in a southeasterly direction approximately 50.00 feet to a point, said point being on the property line with parcel 7.00 and the intersection of Mesa and Carnegie Court; thence following the right-of-way of Carnegie Court in an arc approximately 60.00 feet to a point; thence crossing the right-of-way of Carnegie Court in a southwesterly direction approximately 50.00 feet to a point, said point being the northeast corner of parcel 2.00; thence in a southwesterly direction approximately 135.77 feet to a point; thence in a northwesterly direction approximately 82.58 feet to a point; thence in a northeasterly direction approximately 187.04 feet to a point, said point being the northwest corner of parcel 2.00 and on the southern right-of-way of Mesa Drive; thence in a northwesterly direction approximately 789.65 feet to a point, said point being the northwesterly corner of parcel 15.00 of tax map 105G, group A and the intersection of the right-of-ways for both Mesa Drive and Blakley Drive; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 2,265 feet to the point of BEGINNING and being all of parcels 13.00, 14.00, 19.00, 21.00 of Tax Map 105H, Group B and parcel 19.00 of Tax Map 105, and parcels 5.00, 9.00 and 48.00 of Tax Map 105B, Group A and parcel 8.00 of Tax Map 105 and parcel 2.00 of Tax Map 105G, Group B as indicated on the July 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.

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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  
OWNER INITIATED ROCK SPRINGS SOUTH AREA PARCELS  
ANNEXATION AREA OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed annexation of the Rock Springs South Area #6 was submitted to the Kingsport Regional Planning Commission on October 18, 2007, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held May 20, 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 May 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 13th Civil District of Sullivan County, Tennessee, commonly known as the Owner Initiated Rock Springs South Area Annexation Parcels, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 54.00 of tax map 105 of the Sullivan County 2007 Tax Maps and the intersection of Blakley Drive and Kanan Drive; thence in a southwesterly direction approximately 50.00 feet across the right-of-way of Kanan Drive to a point, said point being the northeasterly corner of parcel 21.00 of tax map 105H, group B; thence in a southeasterly direction in an arc approximately 146.19 feet to a point, said point being the southeastern corner of parcel 21.00 and along the western right-of-way of Kanan Drive; thence in a southwesterly direction approximately 78.40 feet to a point; thence in a northwesterly direction approximately 150.00 feet to a point, said point being the northwestern corner of parcel 21.00 and on the southern right-of-way of Blakley Drive; thence in a southwesterly direction following the southern right-of-way of Blakley Drive approximately 100.00 feet to a point, said point being the northeastern corner of parcel 19.00; thence in a southeasterly direction approximately 150.00 feet to a point; thence in a southwesterly direction approximately 100.00 feet to a point; thence in a northwesterly direction approximately 150.00 feet to a point, said point being the northwesterly corner of parcel 19.00 and on the eastern right-of-way of Blakley Drive; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 504.80 feet to a point, said point being the northwesterly corner of parcel 14.00; thence in a southwesterly direction approximately 190.74 feet to a point; thence in a southwesterly direction approximately 200.00 feet to a point; thence in a

to a point; thence in a northwesterly direction approximately 174.87 feet to a point, said point being the southwesterly corner of parcel 13.00 and on the eastern right-of-way of Blakley Drive; thence in a northwesterly direction crossing Blakley Drive approximately 50.00 feet to a point, said point being on the property boundary of parcel 21.00 of tax map 105; thence following the western right-of-way of Blakley Drive in an arc approximately 1,636.00 feet to a point, said point being the southwesterly corner of parcel 19.00 of tax map 105; thence in a northeasterly direction approximately 317.00 feet to a point; thence in a southeasterly direction approximately 304.00 feet to a point, said point being the southeasterly corner of parcel 19.00 and on the western right-of-way of Blakley Drive; thence following the western right-of-way of Blakley Drive in an arc to the northeast approximately 1,048.00 feet to a point, said point being the southeasterly corner of parcel 48.00 of tax map 105B, group A; 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thence in a westerly direction approximately 250.22 feet to a point, said point being the southwest corner of parcel 9.00 and on the eastern right-of-way of Hunters Crossing Lane; thence in a southerly direction following the eastern right-of-way of Hunters Crossing lane approximately 379.91 feet to a point, said point being the northwestern corner of parcel 5.00; thence in a northeasterly direction approximately 277.79 feet to a point; thence in a southeasterly direction approximately 50.00 feet to a point; thence in a southwesterly direction approximately 261.58 feet to a point, said point being the southwest corner of parcel 5.00; thence in an easterly direction following the northern right-of-way of Hunters Crossing Lane approximately 342.95 feet to a point, said point being the southeast corner of parcel 1.00 and on the western right-of-way of Blakley Drive; thence in an easterly direction crossing the right-of-way of Blakley Drive approximately 50.00 feet to a point; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 400.00 feet to a point, said point being the southwest corner of parcel 26.00 of tax map 150G, group A; thence in a southeasterly direction following the northern right-of-way of Mesa Drive approximately 749.89 feet to a point, said point being in the center of the arc for parcel 36.00 of tax map 105G, group B; thence crossing the right-of-way of Mesa Drive in a southeasterly direction approximately 50.00 feet to a point, said point being on the property line with parcel 7.00 and the intersection of Mesa and Carnegie Court; thence following the right-of-way of Carnegie Court in an arc approximately 60.00 feet to a point; thence crossing the right-of-way of Carnegie Court in a southwesterly direction approximately 50.00 feet to a point, said point being the northeast corner of parcel 2.00; thence in a southwesterly direction approximately 135.77 feet to a point; thence in a northwesterly direction approximately 82.58 feet to a point; thence in a northeasterly direction approximately 187.04 feet to a point, said point being the northwest corner of parcel 2.00 and on the southern right-of-way of Mesa Drive; thence in a northwesterly direction approximately 789.65 feet to a point, said point being the northwesterly corner of parcel 15.00 of tax map 105G, group A and the intersection of the right-of-ways for both Mesa Drive and Blakley Drive; thence in a southwesterly direction following the eastern right-of-way of Blakley Drive approximately 2,265 feet to the point of BEGINNING and being all of parcels 13.00, 14.00, 19.00, 21.00 of Tax Map 105H, Group B and parcel 19.00 of Tax Map 105, and parcels 5.00, 9.00 and 48.00 of Tax Map 105B, Group A and parcel 8.00 of Tax Map 105 and parcel 2.00 of Tax Map 105G, Group B as indicated on the July 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 KINGSPORT, TENNESSEE, as follows:

SECTION I. That a Plan of Services for the Owner Initiated Rock Springs South Area Annexation Parcels 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:

**Owner Initiated Rock Springs South Area Annexation Parcels  
Blakley Road, Hunters Crossing lane & Mesa Drive  
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 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.

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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 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.

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DENNIS PHILLIPS  
Mayor

ATTEST:

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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY  
City Attorney

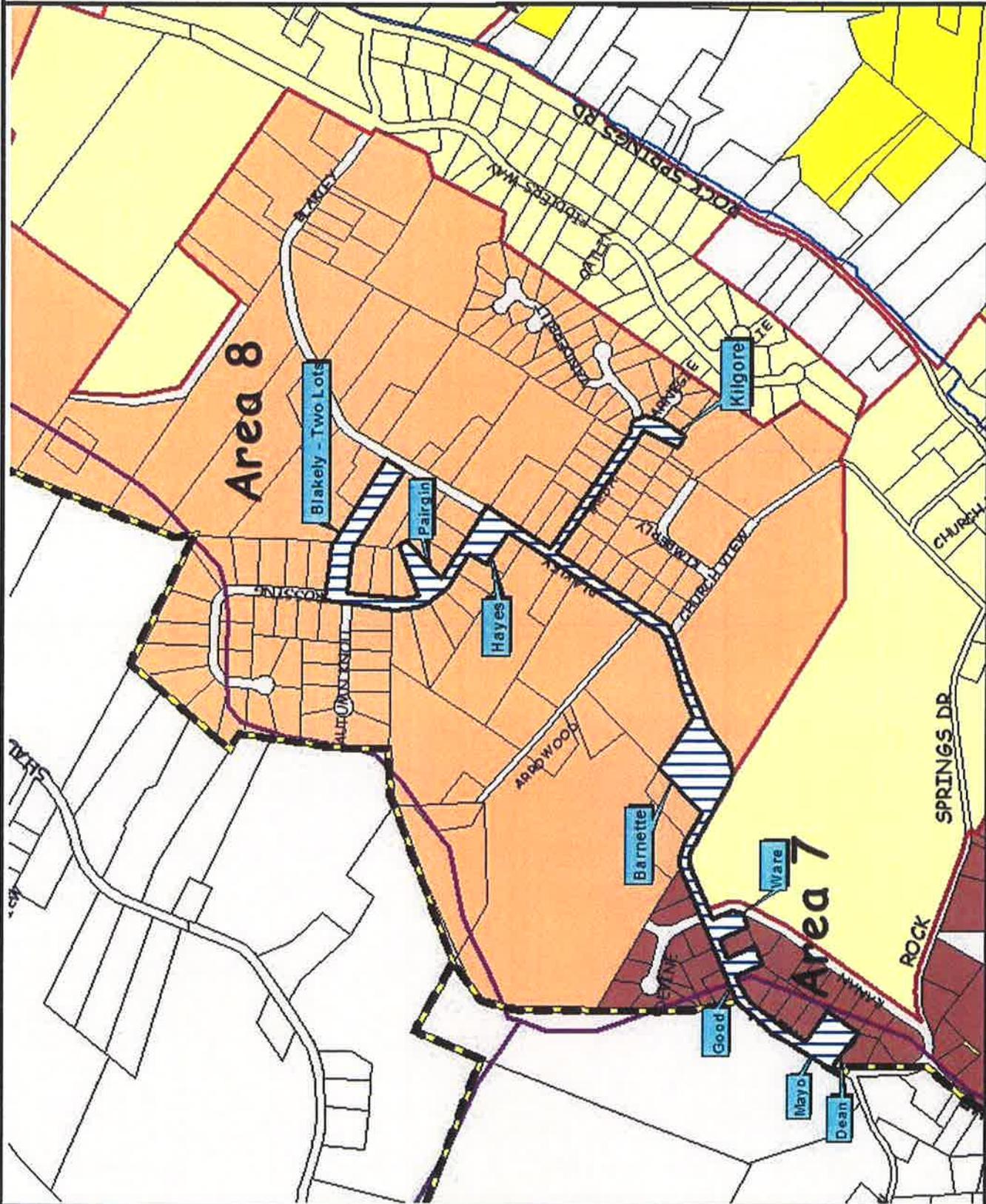
# Owner Petitioned Annexations Rock Springs South - Areas 7 & 8 Location Map

**LEGEND**

- City Limits
- USBA
- 2005 Parais

**Rock Springs South**

- 1
- 7
- 8



Rock Springs South - Area 7 & 8 Owner Petitioned



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Enter Into an Agreement for Grant Funds with the Cherokee Preservation Foundation, and Consideration of an Ordinance to Appropriate the Funds.

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

Agenda Form No.: AF 147-2008
Work Session: May 19, 2008
First Reading: May 20, 2008
Final Adoption: June 3, 2008
Staff Work: M. Baker/C. McCartt
Presentation: Chris McCartt

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

Recommendation: Approve the Resolution and Ordinance

Executive Summary:

The City of Kingsport has been working with the Eastern Band of the Cherokee Indians (EBCI) since work began on the riverfront redevelopment project in early 2007. During this time we have been fortunate to build a strong relationship with the EBCI regarding our efforts to redevelop portions of our riverfront as well as a renewed interest on their part towards the property owned by the Eastern Band, which is located on Long Island. Through this process we have discussed multiple partnership opportunities that both parties have agreed to pursue in more detail as this project advances. One of those opportunities we discussed early on has come to fruition in the form of a Cherokee Preservation Foundation Grant. This grant is a 50/50 matching grant, which can be matched with already budgeted staff time. The purpose of this grant is to focus on two things 1) Cherokee Art in Kingsport and for the Kingsport Riverwalk project, and 2) continued efforts towards planning EBC involvement in the Riverwalk project. The EBCI portion of the grant is \$5,000 (50%) with the City of Kingsport share at \$5,000 for a total of \$10,000. The Board is asked to approve a resolution authorizing the Mayor to sign all documents necessary to execute this grant and to approve a budget ordinance to setup the funding for this grant.

Attachments:

- 1. Resolution
2. Budget Ordinance

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE CHEROKEE PRESERVATION FOUNDATION GRANT FUNDS

WHEREAS, the city and the Eastern Band of the Cherokee Indians (EBCI) have been approved to receive Cherokee Preservation Foundation grant funds to be used for Cherokee Art in Kingsport, for the Kingsport Riverwalk project, and toward planning EBCI involvement in the Riverwalk project; and

WHEREAS, the city and the EBCI will each receive \$5,000 (50%) of the \$10,000 grant funding; and

WHEREAS, required 50/50 matching funds, in the amount of \$5,000, are provided in previously budgeted staff time.

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, all documents necessary and proper to receive Cherokee Preservation Foundation grant funds, in the total amount of \$10,000 of which the city and the Eastern Band of the Cherokee Indians (EBCI) each will receive \$5,000 and requiring matching funds in the amount of \$5,000, to be used for Cherokee Art in Kingsport, for the Kingsport Riverwalk project, and toward planning EBCI involvement in the Riverwalk project.

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

ADOPTED this the 20th day of May, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BY APPROPRIATING FUNDS RECEIVED FROM THE CHEROKEE PRESERVATION FOUNDATION GRANT AND BY TRANSFERRING FUNDS FROM THE GENERAL FUND BUDGET TO ESTABLISH THE RIVERWALK PROJECT (NC0809) GRANT FOR THE FISCAL YEAR ENDING JUNE 30, 2008; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund and the General Project Special Revenue Fund budgets be amended by appropriating funds received from the Cherokee Preservation Foundation Grant in the amount of \$5,000 and by transferring funds from the General Fund budget in the amount of \$5,000 for the local match to establish the Riverwalk Project (NC0809). The purpose of the grant is for Cherokee Art in Kingsport and continued efforts towards planning EBC involvement in the Riverwalk project. The grant is a 50/50 match and the local match is budgeted in the General Fund salaries and benefits.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 110: General Fund</u></b>			
<b><u>Expenditures:</u></b>	\$	\$	\$
110-1004-404-1010 Salaries	314,400	(2,400)	312,000
110-1004-404-1020 Social Security	31,000	(200)	30,800
110-1004-404-1030 Group Health	30,700	(300)	30,400
110-1004-404-1040 Retirement	55,000	(398)	54,602
110-1004-404-1050 Life Ins	1,200	(20)	1,180
110-1004-404-1052 Long Term Disability	1,200	(17)	1,183
110-1004-404-1060 Workmen's Comp	500	(3)	497
110-4505-471-1010 Salaries	94,700	(1,535)	93,165
110-4505-471-1020 Social Security	7,300	(122)	7,178
110-4505-471-1060 Workmen's Comp	500	(5)	495
110-4804-481-7035 Gen Proj Spec Rev Fund	511,606	5,000	516,606
<b>Totals:</b>	<b>1,048,106</b>	<b>0</b>	<b>1,048,106</b>

**Fund 111: General Project -- Special Rev. Fund  
Riverwalk Project (NC0809)**

**Revenue:**

111-0000-601-9001 From the General Fund	0	5,000	5,000
111-0000-368-9900 Miscellaneous	0	5,000	5,000
<b>Totals:</b>	<b>0</b>	<b>10,000</b>	<b>10,000</b>

**Expenditures:**

111-0000-601-1010 Salaries	0	4,215	4,215
111-0000-601-1020 Social Security	0	422	422
111-0000-601-1030 Health Ins	0	300	300
111-0000-601-1040 Retirement	0	498	498
111-0000-601-1050 Life Ins	0	20	20
111-0000-601-1052 Long Term Disability	0	17	17
111-0000-601-1060 Workmen's Comp	0	28	28
111-0000-601-2020 Professional Consultant	0	1,000	1,000
111-0000-601-2040 Travel	0	2,000	2,000
111-0000-601-2041 Registration and Tuition	0	1,000	1,000
111-0000-601-4053 Land and Building Rental	0	500	500
<b>Total</b>	<b>0</b>	<b>10,000</b>	<b>10,000</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.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Approve the Proposed Changes to the Kingsport Area Transit Service.**

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

Agenda Form No. AF 142-2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008

Final Adoption: May 20, 2008  
 Staff Work: McCartt/Qualls/Taylor  
 Presentation: Chris McCartt

**BMA Strategic Plan 2005-2006**

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

**Recommendation:** Approve the Resolution

**Executive Summary:**

The Federal Transit Administration requires the Kingsport Area Transit Service (KATS) present changes considered greater than 10% of the present service before the local governing body for approval following the required public hearing. The following changes are being proposed:

- Adjust the existing daily operating hours for fixed route service from ten hours to eight hours.
- Increase the fare from \$0.50 to \$1.00 (fares have not been increased in thirteen years).
- Increase zone charges for ADA service per FTA guidelines (for most patrons this will be an increase from \$1.00 to \$2.00).
- Modify the existing four fixed routes as well as add a fifth route.

These changes, as well as additional changes we will be implementing, come as a result of an analysis conducted by TranSystems for KATS. Changes will become effective July 1, 2008 with the exception of the fifth route which will come online no later than October 1, 2008. The proposed changes will provide a more efficient and visible service to the citizens of Kingsport.

**Attachments:**

1. Resolution

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

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

A RESOLUTION APPROVING CHANGES TO SERVICES PROVIDED BY THE KINGSPORT AREA TRANSIT SERVICE (KATS) AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE CHANGES

WHEREAS, the city desires to implement certain changes to services provided by the Kingsport Area Transit Service (KATS); and

WHEREAS, the Federal Transit Administration (FTA) requires the Kingsport Area Transit Service (KATS) to present changes considered greater than ten percent (10%) of present service to the governing body for approval following public hearing; and

WHEREAS, after providing such notice as is required by law, a public hearing was held in the Kingsport Area Transit Service (KATS) office at 10:00 a.m. on May 6, 2008; and

WHEREAS, the proposed changes will provide a more efficient and visible service to the citizens of the City of Kingsport.

Now therefore,

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

SECTION I. That the following changes to the services provided by the Kingsport Area Transit Service (KATS) are approved:

- Adjust the existing daily operating hours for fixed route service from ten hours to eight hours.
- Increase the regular fare from \$0.50 to \$1.00 (Reduced fares increase \$0.25, fares have not been increased in thirteen years).
- Increase the ADA paratransit service charge per FTA guidelines (for most patrons this will be an increase from \$1.00 to \$2.00).
- Modify the existing four fixed routes as well as add a fifth route.

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, all documents necessary and proper to approve the changes to Kingsport Area Transit (KATS) service set out in Section I.

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

ADOPTED this the 20th day of May, 2008.

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

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Adopt the Sanitary Sewer Installment Fee Policy

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

Handwritten signature of John G. Campbell

Action Form No.: AF-141-2008
Work Session: May 19, 2008
First Reading: May 20, 2008 Final
Adoption: May 20, 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

Executive Summary:

In an effort to promote voluntary connections to the City's sanitary sewer system, the BMA approved an option for city and non-city residents to pay for the sanitary sewer tap through an installment plan. Under certain conditions, the City of Kingsport will provide the option for certain customers to pay for a residential sanitary sewer tap in monthly payments over a period of 120 payable months. The following guidelines clarify the execution of this option:

- 1. The Installment Plan Option is not applicable for new residential construction unless for the property owner's own personal use.
2. The customer has the option of paying off the remaining balance of the installment plan at any time during the 120 payable months.
3. When a single family unit is annexed into the corporate limits of the City of Kingsport, the installment plan payment will be adjusted to reflect the current In-City rate the first month following the effective date of annexation.
4. The monthly payments for dwellings that have chosen the installment plan option will not be impacted by future increases to the tap fee schedule

Attachments:

- 1. Resolution

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

## **SEWER TAP PURCHASE INSTALLMENT PLAN POLICY**

Under certain conditions, the City of Kingsport will provide the option for certain customers to pay for a residential sanitary sewer tap in monthly payments over a period of 120 payable months. The following guidelines clarify the execution of this option:

1. The Installment Plan Option is not applicable for new residential construction unless for the property owner's own personal use.
2. The customer has the option of paying off the remaining balance of the installment plan at any time during the 120 payable months.
3. When a single family unit is annexed into the corporate limits of the City of Kingsport, the installment plan payment will be adjusted to reflect the current In-City rate the first month following the effective date of annexation.
4. The monthly payments for dwellings that have chosen the installment plan option will not be impacted by future increases to the tap fee schedule.

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

A RESOLUTION ADOPTING A SANITARY SEWER TAP PURCHASE INSTALLMENT PLAN POLICY ESTABLISHING GUIDELINES FOR PAYMENT FOR THE PURCHASE OF A RESIDENTIAL SANITARY SEWER TAP THROUGH AN INSTALLMENT PLAN

WHEREAS, the city desires to adopt the following Sewer Tap Purchase Installment Plan Policy establishing guidelines under which eligible customers may pay for a residential sanitary sewer tap in monthly payments over a period of 120 payable months; and

Now, therefore,

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

SECTION I. That the Sewer Tap Purchase Installment Plan Policy establishing guidelines under which eligible customers may pay for a City of Kingsport residential sanitary sewer tap in monthly payments over a period of 120 payable months is adopted as follows:

**SEWER TAP PURCHASE INSTALLMENT PLAN POLICY**

Under certain conditions, the City of Kingsport will provide the option for certain customers to pay for a residential sanitary sewer tap in monthly payments over a period of 120 payable months. The following guidelines clarify the execution of this option:

1. The Installment Plan Option is not applicable for new residential construction unless for the property owner's own personal use.
2. The customer has the option of paying off the remaining balance of the installment plan at any time during the 120 payable months.
3. When a single family unit is annexed into the corporate limits of the City of Kingsport, the installment plan payment will be adjusted to reflect the current In-City rate the first month following the effective date of annexation.
4. The monthly payments for dwellings that have chosen the installment plan option will not be impacted by future increases to the tap fee schedule.

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

ADOPTED this the 20th day of May, 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 Right-of-Way Easement with Kingsport Power Company**

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

Action Form No.: AF-144-2008  
Work Session: May 19, 2008  
First Reading: May 20, 2008  
Final Adoption: May 20, 2008

Staff Work By: R. Trent, R.  
McReynolds  
Presentation By: R. McReynolds

**Recommendation:** Approve the Resolution.

**Executive Summary:**

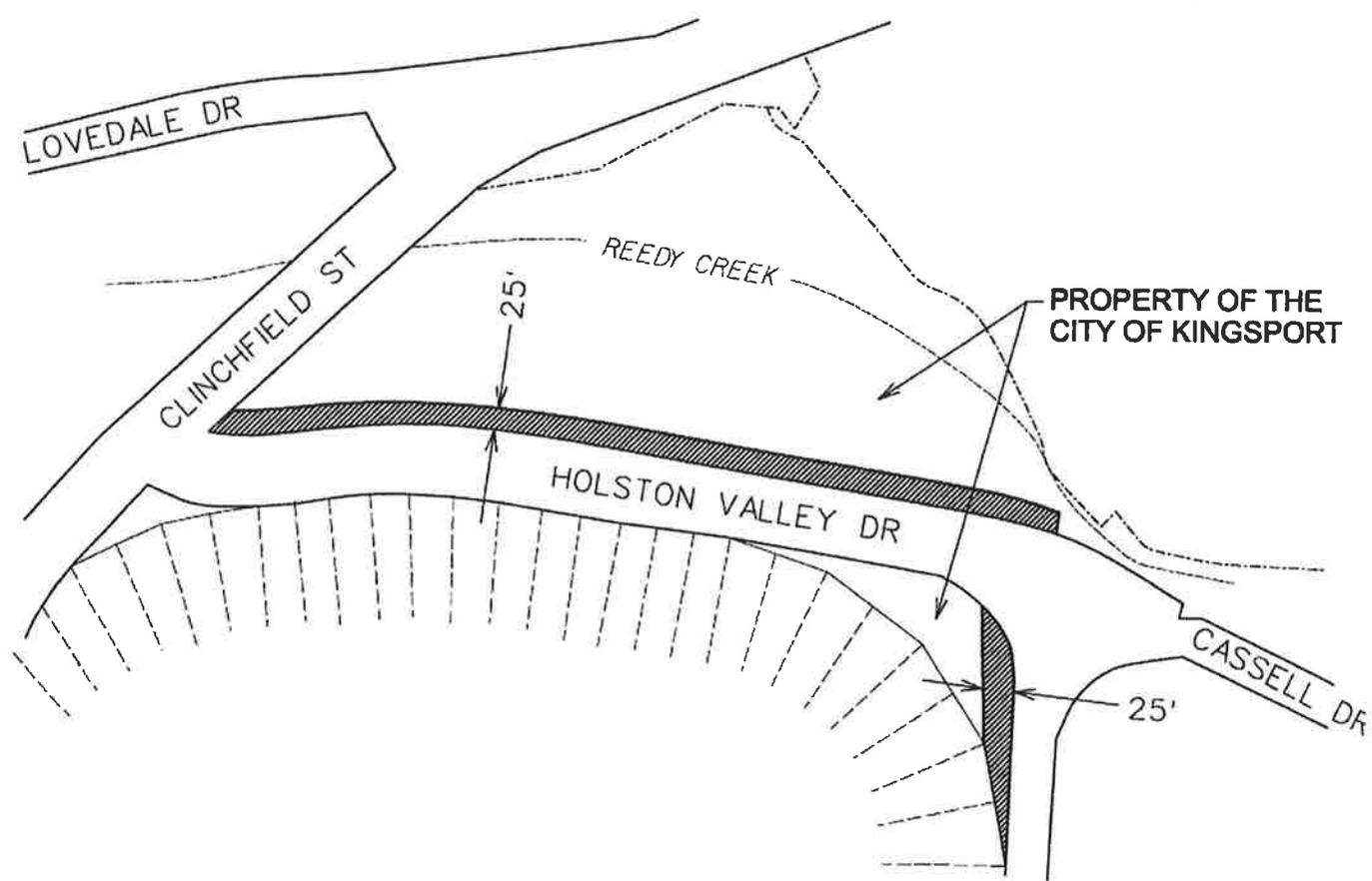
American Electric Power has requested a right-of-way easement from the City of Kingsport in order to relocate electric power lines and communication lines which will service Holston Valley Hospital and Medical Center. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

**Attachments:**

- 1. Right-of-Way Sketch and Easement
- 2. Resolution

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

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



MAP SECTION 37831103C2  
SULLIVAN COUNTY, TN

KINGSPORT POWER COMPANY	
GIS SERVICES ROANOKE, VIRGINIA	
PROPOSED RIGHT OF WAY ON PROPERTY OF CITY OF KINGSPORT	
DRAWN BY: RVM	DATE: 4/28/08
APP. BY: CPH	SCALE: AS SHOWN
SHEET 1 OF 1	
DRAWING NO.	V-1919

City of Kingsport Eas No. \_\_\_\_\_ RAW Map No. 3783-1103-C2  
225 West Center Street W. O. No. W001716601 Job No. \_\_\_\_\_ Prop No. 1  
Kingsport, TN 37660 Line \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 08,  
by and between CITY OF KINGSPORT, a  
corporation organized and existing under the laws of the State of TENNESSEE,  
herein called "Grantor", and KINGSFORT POWER COMPANY, a  
Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in \_\_\_\_\_ 11th \_\_\_\_\_ Civil District, County of Sullivan, State of Tennessee.

Being a right of way and easement 25 feet in width as shown shaded on that certain Kingsport Power Company drawing entitled "Proposed Right of Way on Property of City of Kingsport", V-1919 dated 4/28/08, attached hereto and made a part hereof.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of way and easement herein above granted, shall revert to the Grantor, its successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by Holston Valley Hospital and Medical Center Inc., by deed dated October 26, 1987, and recorded in Sullivan County, Deed Book No. 592C, Page 582.

Map 046G, Group D, CTL Map 046G, Parcel 020.00 & 022.00.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises; the right to cut down, trim, clear and/or otherwise control, and at Kingsport's option, remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of Kingsport's Facilities; the right to disturb the surface of said premises and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Secretary

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) To-wit:

Before me \_\_\_\_\_ of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be \_\_\_\_\_ Mayor of \_\_\_\_\_, the within named bargainer, a municipal corporation, and that he/she as such \_\_\_\_\_ Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself/herself as \_\_\_\_\_ Mayor.

Witness my hand and official seal in \_\_\_\_\_ County, State of \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission expires:

\_\_\_\_\_

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

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

STATE OF TENNESSEE )  
COUNTY OF SULLIVAN ) To-wit:

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires:

\_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER  
COMPANY**

WHEREAS, Holston Valley Hospital and Medical Center has requested American Electric Power relocate electrical power lines and communication lines in conjunction with the construction currently being done at Holston Valley Hospital and Medical Center; and

WHEREAS, in order to relocate and install electric power lines and communication lines, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

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 Right-of-Way Easement with Kingsport Power Company.

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

ADOPTED this the 20<sup>th</sup> day of May, 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 Adopting Vacation, Sick, Bereavement and Adoption, Pregnancy, Childbirth, and Infant Nursing Leave Policies

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

Action Form No.: AF-139 -2007  
Work Session: May 19, 2008  
First Reading: N/A  
Final Adoption: May 20, 2008  
Staff Work By: Billingsley, Duncan  
Presentation By: Billingsley

**Recommendation:** Approve the Resolution.

**Executive Summary:**

The staff is continuing to update the personnel policies. Attached are a Vacation Leave Policy, a Sick Leave Policy and a Bereavement Leave Policy that will replace the current outdated vacation, sick, and bereavement policies. The overall effect, however, does not change the amount of vacation or sick leave. The bereavement leave does include some additional family members. The attached Adoption, Pregnancy, Childbirth, and Infant Nursing Leave Policy sets out the provisions of T.C.A. Section 4-21-408 verbatim as required by the statute. The policies have been reviewed and discussed and are recommended by the Leadership Team. Adoption of these new policies will result in leave policies which are understandable, reflect current practice, and are beneficial to the city and its employees.

**Attachments:**

- 1. Resolution
- 2. Vacation Leave Policy
- 3. Sick Leave Policy
- 4. Bereavement Leave Policy
- 5. Adoption, Pregnancy, Childbirth, and Infant Nursing Leave Policy

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

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

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

A RESOLUTION ADOPTING A VACATION LEAVE POLICY, A SICK LEAVE POLICY, A BEREAVEMENT LEAVE POLICY, AND A LEAVE FOR ADOPTION, PREGNANCY, CHILDBIRTH, AND INFANT NURSING POLICY FOR CITY EMPLOYEES

WHEREAS, the city is updating its personnel policies; and

WHEREAS, the city desires to adopt a vacation leave policy, a sick leave policy, a bereavement leave policy, and a leave for adoption, pregnancy, childbirth, and infant nursing policy to establish standards that are understandable, reflect current practice, are beneficial to the city and its employees.

Now, therefore,

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

SECTION I. That the following policy is adopted as the official Vacation Leave Policy for the City of Kingsport:

Vacation leave is available for all board approved regular full-time employees who have successfully completed the initial six month probationary period.

Vacation leave accrues on a monthly basis from January 1 through December 31 of each calendar year. The amount of paid vacation leave an employee accrues each month is based upon designated accrual rates and months of service as follows:

Board Approved Regular Full-Time  
Service Time

Vacation accrual rates:

1 month\* through 60 months of service:

6.67 hours per month  
80 hours maximum per year

61 through 156 months of service:

10 hours per month  
120 hours maximum per year

157 through 336 months of service:

13.33 hours per month  
160 hours maximum per year

337 months or more of service:

16.67 hours per month  
200 hours maximum per year

*\*For the purpose of computing vacation leave, accrual for the full month will be granted if the employee's hire date is on or before the 15<sup>th</sup> day of the month. For employees with a hire date on or after the 16<sup>th</sup> of the month there will be no accrual of vacation for that month.*

Vacation leave accrues only for employees while serving in board approved regular full-time positions. Accruals are based on continuous service with the city, which includes approved leave. Only the most recent full-time date of hire is used in determining service time for vacation accrual rates. Prior service time is not used in determining accrual rates, except as otherwise required by law.

Employees who work 24 hour shifts will be given vacation leave in blocks of three (3) scheduled work shifts extending from scheduled four (4) days off to the next scheduled four (4) days off. Vacation leave may be taken as one (1), two (2), three (3), four (4), or five (5) blocks according to accrued time and as approved by the department head or designee.

Vacation leave is accrued at the end of each month and is available for use, in accordance with the requirements contained in this policy, in the month/months following such accrual.

Beginning on January 1 of each calendar year, an employee's vacation leave will not exceed the vacation leave accrued but unused in the previous year, and a maximum of 80 hours vacation leave accrued but unused from previous calendar years.\* Any unused vacation leave beyond the annual designated accrual plus 80 hours will be forfeited. The city does not provide vacation pay for forfeited vacation leave. Once forfeited, such vacation leave is not longer accrued and is removed from the official record.

*\*By way of explanation, it is the intent of this policy that employees may carry over the previous year's accrued but unused vacation leave plus up to an additional eighty (80) hours of vacation leave. Eligible employees may request to use vacation leave upon its accrual.*

All vacation leave must be approved in advance by the employee's department

head or designee. Although vacation leave may “accrue” it may not be used until the employee’s request to use the vacation leave is approved by the department head or designee.

Each department head or designee will schedule vacation leave with particular regard to departmental work requirements. Vacation leave may not be taken before being accrued. Department heads or designees will, to the extent possible, schedule vacation leave for each of their employees at the beginning of the calendar year. When the need arises and the requirements of the city demand it, vacation leave may be suspended by the department head or designee temporarily to meet those needs. Additionally, a department head or designee may require an employee take vacation leave when the department head or designee determines it in the best interest of the city.

Official holidays occurring during vacation leave will be counted as holiday leave, not as vacation leave.

Vacation leave does not accrue for overtime hours.

Vacation leave does not accrue and cannot be used while an employee is placed on suspension, pursuant to the city’s corrective action policy.

An employee, who in the normal scope of their job handles city monies, is required to take one (1) contiguous work week of vacation leave during the calendar year.

An employee whose employment with the city is terminated (voluntarily or involuntarily –including retirement) may receive pay for any vacation leave which has accrued but is unused up to the date of termination. Provided, however, an employee whose employment is terminated, voluntarily or involuntarily, on or before the expiration of their six month probationary period will not be eligible for and will not receive any pay for vacation leave.

The city payroll office will keep the official records of vacation leave accrual and use. If a reporting error is discovered in the official records, a correction of the

error will be made only for the ninety (90) calendar days immediately proceeding notification of such error to the Human Resources Manager.

### Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION II. That the following policy is adopted as the official Sick Leave Policy for the City of Kingsport:

In order to help prevent the loss of earnings that may be caused by illness or injury, an employee may receive pay, within defined guidelines, when the employee is unable to work due to personal illness or injury or to care for an immediate family member due to illness or injury. For the purpose of this section "immediate family" means:

- spouse;
- dependent children (including stepchildren who reside in the employee's home); and
- parents (in-laws are excluded).

### Eligibility

All board approved regular full-time employees may request and be granted sick leave after it has accrued. Sick leave is defined as approved paid leave.

Part-time and temporary employees are ineligible to receive sick leave benefits.

## Accrual

At the end of each month\*, eligible employees will accrue eight (8) hours of sick leave and will continue to accrue eight hours of sick leave each month thereafter to a maximum of 1,040 hours. Provided, however, employees who work 24 hour shifts will accrue twelve hours of sick leave per month. Once this maximum is reached, an employee will continue to accrue sick leave of eight hours per month to be used toward retirement service time. There will be no maximum sick leave accrual imposed upon credit toward retirement service time. For retirement purposes 160 hours of accrued sick leave equals one (1) month of service credit. Employees hired prior to January, 1977 are not subject to the maximum sick leave accrual.

*\*For the purpose of computing sick leave, accrual for the full month will be granted if the employee's hire date is on or before the 15<sup>th</sup> day of the month. For employees with a hire date on or after the 16<sup>th</sup> of the month there will be no accrual of vacation for that month.*

The city payroll office will keep the official records of sick leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be made only for the ninety (90) calendar days immediately proceeding notification of such error to the Human Resources Manager.

Although sick leave may "accrue" it is not "earned" until the employee's request to use the sick leave is approved by the department head or designee. Absences without approved sick leave will be an absence without leave unless other available leave is approved.

Employees are not entitled to receive pay in lieu of unused sick leave.

Sick leave may not be taken before it is accrued.

Sick leave does not accrue for overtime hours.

Sick leave does not accrue and cannot be used while an employee is placed on

suspension, pursuant to the city's corrective action policy.

### Use of Sick Leave

Sick leave may be approved for an absence due to personal or immediate family illness, injury or medical appointments. Sick leave is not an entitlement. The department head, with the concurrence of the Human Resources Manager, retains the right to refuse such leave. Additionally, the department head or designee may request verification from a licensed medical practitioner to support the reason for any absence during the time for which sick leave is requested.

Except in an emergency, use of sick leave due to illness or injury must be reported by the employee to their department head or designee at least one-half (½) hour prior their report to work time or as otherwise required by a specific department policy.

An employee who is absent from work for more than three consecutive work days due to their illness or non-work related injury or due to an immediate family member's illness or injury must provide a licensed medical practitioner's written statement of the facts of the illness or non-work related injury and expected date of return to work. Additionally, an employee who is absent from work for more than three consecutive work days due to their illness or non-work related injury or due to an immediate family member's illness or injury must contact the Human Resources Department to determine if Family Medical Leave (FMLA) will apply.

The city, through the Human Resources Manager or designee, retains the right to reject any medical excuse or diagnosis/recommendation offered and to request verification from a licensed medical practitioner designated by the city for any absence due to illness or injury. Such verification will be paid for by the city. Sick leave pay may be withheld if a satisfactory verification is not received.

Sick leave is intended for use for illness or injury. Sick leave is not an entitlement. Corrective action for improper use of sick leave or a pattern of use of sick leave, even if sick - unless qualified for other leave such as FMLA or ADA , may be taken for, but not limited to, the following:

- use of sick leave for a purpose not permitted by this policy;
- use of more sick leave than is necessary for permitted purposes;
- giving a false explanation for any sick leave used;
- work or engagement in any other activity incompatible with the illness or injury during sick leave taken for the employee's own illness or injury, or for the illness or injury of an immediate family member; or
- recurrent use of sick leave which includes a pattern of use of sick leave such as, but not limited to:
  - absences before or after holidays or after paydays;
  - absences before or after regular days off;
  - absences following overtime worked;
  - absences for half days;
  - a continued pattern of maintaining zero or near zero sick leave balances;
 or
- absence without approved leave.

#### Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION III. That the following policy is adopted as the official Bereavement Leave Policy for the City of Kingsport.

Bereavement leave with pay may be granted to board approved regular full-time employees with the approval of their department head or designee for up to three (3) work days to arrange for and attend funeral or memorial services upon the death of the following family members:

- spouse;
- child (including stepchild);
- parent (including spouse's parent);
- stepparent (including spouse's stepparent);
- brother (including spouse's brother);
- sister (including spouse's sister);
- stepbrother (including spouse's stepbrother);
- stepsister (including spouse's stepsister);
- daughter-in-law;
- son-in-law;
- brother-in-law;
- sister-in-law;
- grandparent (including spouse's grandparent);
- grandchild (including spouse's grandchild)
- step-grandchild (including spouse's step-grandchild)

If an employee needs additional time in excess of three work days, they may, upon request, use accrued vacation leave if available. If vacation leave is not available, they may, with the approval of their department head and the Human Resource Manager, use sick leave if available. If vacation or sick leave is not available the leave will be unpaid.

One day of paid bereavement leave may be granted to board approved regular full-time employees with the approval of their department head or designee to arrange for and attend funeral or memorial services upon the death of an employee's aunt, uncle, niece, or nephew, or the aunt, uncle, niece, or nephew of the employee's spouse.

Special consideration may be given by the City Manager to board approved regular full-time employees for approval of bereavement leave to arrange for and attend the funeral or memorial services upon the death of other relatives or members of an employee's household.

An eligible employee may receive up to four (4) hours paid leave for the sole purpose of attending the funeral or memorial service of a fellow employee, subject to the staffing needs of the department as determined by the department head or designee.

Pay for bereavement leave is at the employee's regular rate of pay for the actual time lost. The leave will not be calculated as hours worked for overtime purposes.

To be eligible for the leave and pay provisions of this policy, an employee must request and be granted bereavement leave through their department head or designee or the City Manager where applicable.

An employee may be required to furnish verification of the reason for the absence upon request of their department head or designee or the Human Resources Manager.

#### Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION IV. That the following policy is adopted as the official Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy for the City of Kingsport.

Leave for adoption, pregnancy, childbirth, and infant nursing is provided pursuant to the Tennessee Maternity Leave Act (T.C.A. Section 4-21-408) as amended. Adoption, pregnancy, childbirth and infant nursing may be events eligible for leave pursuant to federal law such as FMLA and ADA which may also be applicable.

applicable.

T.C.A. Section 4-21-408 requires that its provisions be set out verbatim in the personnel policies.

T.C.A. Section 4-21-408 states:

(a) Employees who have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child.

(b) (1) Employees who give at least three (3) months' advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

(2) Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

(3) Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) month's advance notice.

(c) (1) Leave may be with or without pay at the discretion of the employer. Such leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any

any other benefits or rights of their employment incident to the employee's employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless the city so provides for all employees on leaves of absence.

(2) If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave period.

(3) The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.

(4) Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

(d) Nothing contained within the provisions of this section shall be construed to:

(1) Affect any bargaining agreement or company policy that provides for greater or additional benefits than those required under this section;

(2) Apply to any employer who employs fewer than one hundred (100) full-time employees on a permanent basis at the job site or location; or

(3) Diminish or restrict the rights of teachers to leave pursuant to title 49, chapter 5, part 7, or to return or to be reinstated after leave.

(e) The provisions of this section shall be included in the next employee

handbook published by the employer after May 27, 2005.

An employee may use available sick and vacation leave during leave for adoption, pregnancy, childbirth, and infant nursing. Once all available paid leave is exhausted, the balance of the leave will be unpaid.

Should a leave need to be extended due to complications of the pregnancy, a request for an extension along with a licensed medical practitioner's statement indicating the problem and anticipated length of absence should be submitted to the Human Resources Manager.

Leave taken for adoption, pregnancy, childbirth, and infant nursing counts as time toward Family and Medical Leave Act (FMLA) leave and runs concurrently with FMLA leave.

Employees who are approved for adoption, pregnancy, childbirth, and infant nursing leave must make arrangements with the Human Resources Department to assure continuation of applicable benefits.

#### Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION V. That all current policies in conflict herewith are hereby repealed.

SECTION VI. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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

ADOPTED this the 20th day of May, 2008.

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DENNIS R. PHILLIPS, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**CITY OF KINGSPORT  
PERSONNEL POLICIES**

**Section No:**

**Effective Date:**

**Subject:     Vacation Leave**

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Vacation leave is available for all board approved regular full-time employees who have successfully completed the initial six month probationary period.

Vacation leave accrues on a monthly basis from January 1 through December 31 of each calendar year. The amount of paid vacation leave an employee accrues each month is based upon designated accrual rates and months of service as follows:

Board Approved Regular Full-Time  
Service Time

Vacation accrual rates:

1 month\* through 60 months of service:

6.67 hours per month  
(80 hours maximum per year)

61 through 156 months of service:

10 hours per month  
(120 hours maximum per year)

157 through 336 months of service:

13.33 hours per month  
(160 hours maximum per year)

337 months or more of service:

16.67 hours per month  
(200 hours maximum per year)

*\*For the purpose of computing vacation leave, accrual for the full month will be granted if the employee's hire date is on or before the 15<sup>th</sup> day of the month. For employees with a hire date on or after the 16<sup>th</sup> of the month there will be no accrual of vacation for that month.*

Vacation leave accrues only for employees while serving in board approved regular full-time positions. Accruals are based on continuous service with the city, which includes approved leave. Only the most recent full-time date of hire is used in determining service time for vacation accrual rates. Prior service time is not used in determining accrual rates, except as otherwise required by law.

Employees who work 24 hour shifts will be given vacation leave in blocks of three (3) scheduled work shifts extending from scheduled four (4) days off to the next scheduled four (4) days off. Vacation leave may be taken as one (1), two (2), three (3), four (4), or five (5) blocks according to accrued time and as approved by the department head or designee.

Vacation leave is accrued at the end of each month and is available for use, in accordance with the requirements contained in this policy, in the month/months following such accrual.

Beginning on January 1 of each calendar year, an employee's vacation leave will not exceed the vacation leave accrued but unused in the previous year, and a maximum of 80 hours vacation leave accrued but unused from previous calendar years.\* Any unused vacation leave beyond the annual designated accrual plus 80 hours will be forfeited. The city does not provide vacation pay for forfeited vacation leave. Once forfeited, such vacation leave is not longer accrued and is removed from the official record.

*\*By way of explanation, it is the intent of this policy that employees may carry over the previous year's accrued but unused vacation leave plus up to an additional eighty (80) hours of vacation leave. Eligible employees may request to use vacation leave upon its accrual.*

All vacation leave must be approved in advance by the employee's department head or designee. Although vacation leave may "accrue" it may not be used until the

employee's request to use the vacation leave is approved by the department head or designee.

Each department head or designee will schedule vacation leave with particular regard to departmental work requirements. Vacation leave may not be taken before being accrued. Department heads or designees will, to the extent possible, schedule vacation leave for each of their employees at the beginning of the calendar year. When the need arises and the requirements of the city demand it, vacation leave may be suspended by the department head or designee temporarily to meet those needs. Additionally, a department head or designee may require an employee take vacation leave when the department head or designee determines it in the best interest of the city.

Official holidays occurring during vacation leave will be counted as holiday leave, not as vacation leave.

Vacation leave does not accrue for overtime hours.

Vacation leave does not accrue and cannot be used while an employee is placed on suspension, pursuant to the city's corrective action policy.

An employee, who in the normal scope of their job handles city monies, is required to take one (1) contiguous work week of vacation leave during the calendar year.

An employee whose employment with the city is terminated (voluntarily or involuntarily – including retirement) may receive pay for any vacation leave which has accrued but is unused up to the date of termination. Provided, however, an employee whose employment is terminated, voluntarily or involuntarily, on or before the expiration of their six month probationary period will not be eligible for and will not receive any pay for vacation leave.

The city payroll office will keep the official records of vacation leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be

made only for the ninety (90) calendar days immediately proceeding notification of such error to the Human Resources Manager.

### Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

**CITY OF KINGSPORT  
PERSONNEL POLICIES**

**Section No:**

**Effective Date:**

**Subject: Sick Leave**

---

In order to help prevent the loss of earnings that may be caused by illness or injury, an employee may receive pay, within defined guidelines, when the employee is unable to work due to personal illness or injury or to care for an immediate family member due to illness or injury. For the purpose of this section "immediate family" means:

- spouse;
- dependent children (including stepchildren who reside in the employee's home);  
and
- parents (in-laws are excluded).

Eligibility

All board approved regular full-time employees may request and be granted sick leave after it has accrued. Sick leave is defined as approved paid leave.

Part-time and temporary employees are ineligible to receive sick leave benefits.

Accrual

At the end of each month\*, eligible employees will accrue eight (8) hours of sick leave and will continue to accrue eight hours of sick leave each month thereafter to a maximum of 1,040 hours. Provided, however, employees who work 24 hour shifts will accrue twelve hours of sick leave per month. Once this maximum is reached, an

employee will continue to accrue sick leave of eight hours per month to be used toward retirement service time. There will be no maximum sick leave accrual imposed upon credit toward retirement service time. For retirement purposes 160 hours of accrued sick leave equals one (1) month of service credit. Employees hired prior to January, 1977 are not subject to the maximum sick leave accrual.

*\*For the purpose of computing sick leave, accrual for the full month will be granted if the employee's hire date is on or before the 15<sup>th</sup> day of the month. For employees with a hire date on or after the 16<sup>th</sup> of the month there will be no accrual of vacation for that month.*

The city payroll office will keep the official records of sick leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be made only for the ninety (90) calendar days immediately proceeding notification of such error to the Human Resources Manager.

Although sick leave may "accrue" it is not "earned" until the employee's request to use the sick leave is approved by the department head or designee. Absences without approved sick leave will be an absence without leave unless other available leave is approved.

Employees are not entitled to receive pay in lieu of unused sick leave.

Sick leave may not be taken before it is accrued.

Sick leave does not accrue for overtime hours.

Sick leave does not accrue and cannot be used while an employee is placed on suspension, pursuant to the city's corrective action policy.

#### Use of Sick Leave

Sick leave may be approved for an absence due to personal or immediate family illness, injury or medical appointments. Sick leave is not an entitlement. The department head,

with the concurrence of the Human Resources Manager, retains the right to refuse such leave. Additionally, the department head or designee may request verification from a licensed medical practitioner to support the reason for any absence during the time for which sick leave is requested.

Except in an emergency, use of sick leave due to illness or injury must be reported by the employee to their department head or designee at least one-half (½) hour prior their report to work time or as otherwise required by a specific department policy.

An employee who is absent from work for more than three consecutive work days due to their illness or non-work related injury or due to an immediate family member's illness or injury must provide a licensed medical practitioner's written statement of the facts of the illness or non-work related injury and expected date of return to work. Additionally, an employee who is absent from work for more than three consecutive work days due to their illness or non-work related injury or due to an immediate family member's illness or injury must contact the Human Resources Department to determine if Family Medical Leave (FMLA) will apply.

The city, through the Human Resources Manager or designee, retains the right to reject any medical excuse or diagnosis/recommendation offered and to request verification from a licensed medical practitioner designated by the city for any absence due to illness or injury. Such verification will be paid for by the city. Sick leave pay may be withheld if a satisfactory verification is not received.

Sick leave is intended for use for illness or injury. Sick leave is not an entitlement. Corrective action for improper use of sick leave or a pattern of use of sick leave, even if sick - unless qualified for other leave such as FMLA or ADA , may be taken for, but not limited to, the following:

- use of sick leave for a purpose not permitted by this policy;
- use of more sick leave than is necessary for permitted purposes;
- giving a false explanation for any sick leave used;

- work or engagement in any other activity incompatible with the illness or injury during sick leave taken for the employee's own illness or injury, or for the illness or injury of an immediate family member; or
- recurrent use of sick leave which includes a pattern of use of sick leave such as, but not limited to:
  - absences before or after holidays or after paydays;
  - absences before or after regular days off;
  - absences following overtime worked;
  - absences for half days;
  - a continued pattern of maintaining zero or near zero sick leave balances;  
or
  - absence without approved leave.

#### Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes **ONLY** the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

**CITY OF KINGSPORT  
PERSONNEL POLICIES**

**Section No:**

**Effective Date:**

**Subject:     Bereavement Leave**

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Bereavement leave with pay may be granted to board approved regular full-time employees with the approval of their department head or designee for up to three (3) work days to arrange for and attend funeral or memorial services upon the death of the following family members:

- spouse;
- child (including stepchild);
- parent (including spouse's parent);
- stepparent (including spouse's stepparent);
- brother (including spouse's brother);
- sister (including spouse's sister);
- stepbrother (including spouse's stepbrother);
- stepsister (including spouse's stepsister);
- daughter-in-law;
- son-in-law;
- brother-in-law;
- sister-in-law;
- grandparent (including spouse's grandparent);
- grandchild (including spouse's grandchild)
- step-grandchild (including spouse's step-grandchild)

If an employee needs additional time in excess of three work days, they may, upon request, use accrued vacation leave if available. If vacation leave is not available, they may, with the approval of their department head and the Human Resource Manager, use sick leave if available. If vacation or sick leave is not available the leave will be unpaid.

One day of paid bereavement leave may be granted to board approved regular full-time employees with the approval of their department head or designee to arrange for and attend funeral or memorial services upon the death of an employee's aunt, uncle, niece, or nephew, or the aunt, uncle, niece, or nephew of the employee's spouse.

Special consideration may be given by the City Manager to board approved regular full-time employees for approval of bereavement leave to arrange for and attend the funeral or memorial services upon the death of other relatives or members of an employee's household.

An eligible employee may receive up to four (4) hours paid leave for the sole purpose of attending the funeral or memorial service of a fellow employee, subject to the staffing needs of the department as determined by the department head or designee.

Pay for bereavement leave is at the employee's regular rate of pay for the actual time lost. The leave will not be calculated as hours worked for overtime purposes.

To be eligible for the leave and pay provisions of this policy, an employee must request and be granted bereavement leave through their department head or designee or the City Manager where applicable.

An employee may be required to furnish verification of the reason for the absence upon request of their department head or designee or the Human Resources Manager.

#### Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

**CITY OF KINGSPORT  
PERSONNEL POLICIES**

**Section No:**

**Effective Date:**

**Subject:     Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing**

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Leave for adoption, pregnancy, childbirth, and infant nursing is provided pursuant to the Tennessee Maternity Leave Act (T.C.A. Section 4-21-408) as amended. Adoption, pregnancy, childbirth and infant nursing may be events eligible for leave pursuant to federal law such as FMLA and ADA which may also be applicable.

T.C.A. Section 4-21-408 requires that its provisions be set out verbatim in the personnel policies.

T.C.A. Section 4-21-408 states:

(a) Employees who have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child.

(b) (1) Employees who give at least three (3) months' advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same

status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

(2) Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

(3) Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) month's advance notice.

(c) (1) Leave may be with or without pay at the discretion of the employer. Such leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employee's employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless the city so provides for all employees on leaves of absence.

(2) If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave period.

(3) The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of

leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.

(4) Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

(d) Nothing contained within the provisions of this section shall be construed to:

(1) Affect any bargaining agreement or company policy that provides for greater or additional benefits than those required under this section;

(2) Apply to any employer who employs fewer than one hundred (100) full-time employees on a permanent basis at the job site or location; or

(3) Diminish or restrict the rights of teachers to leave pursuant to title 49, chapter 5, part 7, or to return or to be reinstated after leave.

(e) The provisions of this section shall be included in the next employee handbook published by the employer after May 27, 2005.

An employee may use available sick and vacation leave during leave for adoption, pregnancy, childbirth, and infant nursing. Once all available paid leave is exhausted, the balance of the leave will be unpaid.

Should a leave need to be extended due to complications of the pregnancy, a request for an extension along with a licensed medical practitioner's statement indicating the problem and anticipated length of absence should be submitted to the Human

Resources Manager.

Leave taken for adoption, pregnancy, childbirth, and infant nursing counts as time toward Family and Medical Leave Act (FMLA) leave and runs concurrently with FMLA leave.

Employees who are approved for adoption, pregnancy, childbirth, and infant nursing leave must make arrangements with the Human Resources Department to assure continuation of applicable benefits.

#### Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



AGENDA ACTION FORM

Subject: Consideration of a Resolution to Approve Operational Rules/Policies for the Dog Park, and to Allow for the Dog Park Fee Schedule to be Included in the City's Annual Fee Resolution.

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

Action Form No.: AF- 138-2008
Work Session: May 19, 2008
First Reading: May 20, 2008
Final Adoption: May 20, 2008
Staff Work By: Kitty Frazier
Presentation By: Tom Bowman/Kitty Frazier

BMA Strategic Plan 2005-2006
(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)
CV #:
KSF # 4: Stewardship of public funds; KSF # 7 Quality of life
KSO #

Recommendation: Approve the recommended Dog Park operational rules/policies, Dog Park naming, and the inclusion of the proposed Dog Park fees into the City of Kingsport annual Fee resolution

Executive Summary: The Kingsport Dog Park committee has done extensive research on the operational needs of an Off Leash Dog Park. Subsequently the committee has developed a set of proposed operational rules/policies and user fees. Both of these items have been reviewed and approved by the Kingsport Parks and Recreation Advisory Committee.

Attachments:
Resolution
Proposed fee schedule and rules/policies

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

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

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

A RESOLUTION APPROVING OPERATIONAL RULES/POLICIES  
AND FEES FOR THE KINGSPORT DOG PARK

WHEREAS, the city desires to establish the following Kingsport Dog Park Rules/Policies as the official operational rules/policies for the new city dog park; and

Now, therefore,

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

SECTION I. That the Kingsport Dog Park Rules/Policies establishing rules/policies for the city's new dog park are approved as follows:

Kingsport Dog Park Rules/Policies

- Use of the park is at the dog owner's risk.
- Owners must clean up after their dog(s) and dispose of waste appropriately.
- Owners are responsible for the action of their dog(s) and shall repair any damage (i.e., holes, etc.).
- Dogs exhibiting aggressive behavior must be removed from the park immediately.
- A maximum of two (2) dogs per owner are allowed in the park at a time.
- Dog handlers must be 16 years of age or older.
- Children must be 12 years of age or older to be allowed in the park.
- All dogs in the park must wear a collar, ID tag, current rabies tag and a park registration tag.
- Choke, prong, pinch, and spike collars are prohibited from use in the park and must be removed before entering the park.
- All dogs in the park must be healthy and have current vaccinations (rabies, parvo / distemper / bordatella). Dogs with contagious conditions / illnesses are prohibited.
- Dogs must be 4 months of age or older to be allowed in the park.
- Dogs in heat are not permitted in the park.
- Other animals (non-dogs) may not be brought into the park.
- Dogs must be on a leash when entering and exiting the park. Owners must have a leash on hand and be present inside the park with their dog(s) at all times. Dogs are only allowed to be off leash within the fenced area of the park.
- Food (dog or human), alcoholic beverages, smoking, or glass containers are prohibited in the park. (Small bite-sized dog treats are allowed.)
- Owners should not bring into the park dog toys that cannot be shared with other dogs.
- The small dog area is for dogs less than 25 pounds and elderly / feeble dogs. Small dogs may play in the large dog area at their own risk.
- Bicycles, skateboards, rollerblades and strollers are not allowed in the park.

Violation of the Dog Park Rules/Policies may result in forfeiture of rights to utilize the Dog Park, fines, and/or other penalties.

SECTION II. That the annual fees for use of the dog park are as follows:

Dog Park Fee Schedule

- Kingsport city residents: \$20 for first dog; \$10 for each additional dog
- Non-residents: \$25 for first dog; \$15 for each additional dog
- Lost / replacement key card: \$10
- Lost / replacement dog park tag: \$5
- Registration fees are not prorated.

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

ADOPTED this the 20th day of May, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Kingsport Dog Park Rules/Policies

- Use of the park is at the dog owner's risk.
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- Owners are responsible for the action of their dog(s) and shall repair any damage (i.e., holes, etc.).
- Dogs exhibiting aggressive behavior must be removed from the park immediately.
- A maximum of two (2) dogs per owner are allowed in the park at a time.
- Dog handlers must be 16 years of age or older.
- Children must be 12 years of age or older to be allowed in the park.
- All dogs in the park must wear a collar, ID tag, current rabies tag and a park registration tag.
- Choke, prong, pinch, and spike collars are prohibited from use in the park and must be removed before entering the park.
- All dogs in the park must be healthy and have current vaccinations (rabies, parvo / distemper / bordatella). Dogs with contagious conditions / illnesses are prohibited.
- Dogs must be 4 months of age or older to be allowed in the park.
- Dogs in heat are not permitted in the park.
- Other animals (non-dogs) may not be brought into the park.
- Dogs must be on a leash when entering and exiting the park. Owners must have a leash on hand and be present inside the park with their dog(s) at all times. Dogs are only allowed to be off leash within the fenced area of the park.
- Food (dog or human), alcoholic beverages, smoking, or glass containers are prohibited in the park. (Small bite-sized dog treats are allowed.)
- Owners should not bring into the park dog toys that cannot be shared with other dogs.
- The small dog area is for dogs less than 25 pounds and elderly / feeble dogs. Small dogs may play in the large dog area at their own risk.
- Bicycles, skateboards, rollerblades and strollers are not allowed in the park.

**Violation of the Dog Park Rules/Policies may result in forfeiture of rights to utilize the Dog Park, fines, and/or other penalties.**

## Dog Park Fee Schedule

- Kingsport city residents: \$20 for first dog; \$10 for each additional dog
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- Lost / replacement key card: \$10
- Lost / replacement dog park tag: \$5
- Registration fees are not prorated.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Release Agreement for Tennessee Farmers Mutual Insurance, Danny Vicars and Dustin Vicars

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

Action Form No.: AF-136-2008  
Work Session: May 19, 2008  
First Reading: May 20, 2008

Final Adoption: May 20, 2008  
Staff Work By: Hughes  
Presentation By: Billingsley

**Recommendation:** Approve the Resolution.

**Executive Summary:**

On May 24, 2007 a GMC dump truck was damaged in an automobile crash involving a vehicle owned by Danny Vicars and driven by Dustin Vicars. Danny Vicar's vehicle was insured by Tennessee Farmers Mutual Insurance. The City contacted Tennessee Farmers Mutual Insurance for recovery of the cost of repairs to the damaged truck in the amount of \$163.91. A signed release agreement is required to receive the payment and officially close this claim. The amount of \$163.91 will be credited to the Fleet Miscellaneous Revenue Account.

**Attachments:**

- 1. Resolution
- 2. Release Agreement

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 RELEASE FOR PROPERTY DAMAGE ONLY DISCHARGING DANNY VICARS, DUSTIN VICARS, AND TENNESSEE FARMERS MUTUAL INSURANCE FROM ANY AND ALL CLAIMS WHATSOEVER ARISING FROM A VEHICLE ACCIDENT WHICH DAMAGED A CITY GMC DUMP TRUCK ON MAY 24, 2007

WHEREAS, on May 24, 2007 Dustin Vicars, driving a vehicle owned by Danny Vicars, caused damage to a city GMC dump truck as a result of an accident which occurred at or near Fort Henry Drive; and

WHEREAS, costs to the city as a result of the vehicle accident were in the amount of \$163.91; and

WHEREAS, reimbursement of the costs to the city is available from Tennessee Farmers Mutual Insurance upon execution of a Release For Property Damage Only; and

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 Release For Property Damage Only, in consideration of the receipt of \$163.91, discharging Danny Vicars, Dustin Vicars and Tennessee Farmers Mutual Insurance from any and all claims whatsoever arising from a vehicle accident which damaged a city GMC dump truck on May 24, 2007,

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

ADOPTED this the 20<sup>th</sup> day of May, 2008.

\_\_\_\_\_  
DENNIS PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

# Release For Property Damage Only

I/We \_\_\_\_\_

for myself/ourselves, my/our heirs, executors, administrators, successors and assigns in consideration of the payment of \$ 163<sup>91</sup> do hereby remise, release and forever

discharge Danny Vickers, Dustin Vickers, & Tennessee Farmers Mutual Insurance

and his/her, their heirs, executors, administrators, successors and assigns from and against all claims, demands, actions and causes of action for damages whensoever and howsoever

arising on account of damage to property (including loss of use thereof) arising out of an

accident which occurred on or about the 24 day of May 2007 at

or near Fort Henry Drive Sullivan County in the State of Tennessee.

The above sum stated as a consideration of this Release is to be paid as follows:

TO City of Kingsport

TO \_\_\_\_\_

IT IS UNDERSTOOD AND AGREED that neither this Release nor any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favour this Release is given.

IN WITNESS WHEREOF I/we have signed and sealed this Release at \_\_\_\_\_

In the State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

IN THE PRESENCE OF

\_\_\_\_\_  
Witness

X \_\_\_\_\_ L.S.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_ L.S.

\_\_\_\_\_  
Address



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute Sculpture Walk Exhibition Artist Agreements for the 2008-2009 Sculpture Walk Exhibition**

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

Action Form No.: AF-145-2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008

Final Adoption: May 20, 2008  
 Staff Work By: Martha Beverly  
 Presentation By: Martha Beverly

**Recommendation:** Approve the Resolution.

**Executive Summary:**

The Sculpture Walk Exhibition will continue Kingsport's Public Art program and give citizens greater access to public art and outdoor sculpture. The exhibition will be temporary – May 2008 through April 2009 with 13 different artists participating from throughout the country. The Sculpture Walk Exhibition will be an opportunity for community education and will initiate public discussion about where and what should be a permanent part of the public art of Kingsport. The Sculpture Walk Exhibition will be supported with printed brochure materials describing the Walk and with a downloadable podcast of artist and sculpture information.

**Attachments:**

1. Resolution
2. Sculpture Walk Exhibition Artist Agreements

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 AGREEMENTS WITH UP TO THIRTEEN ARTISTS FOR THE SCULPTURE WALK EXHIBITION SCHEDULED FOR MAY 25, 2008 THROUGH April 30, 2009

WHEREAS, the City of Kingsport desires to enter into Sculpture Walk Exhibition Agreements with up to thirteen artists for the loan of sculpture art works to be displayed in the city's Sculpture Walk Exhibition scheduled for May 25, 2008 through April 30, 2009; and

WHEREAS, under the terms of the agreement each artist will receive payment, in the amount of \$1,000; and

WHEREAS, funding is provided in Cultural Arts Division account number 111-0000-601-2020; and

WHEREAS, approval of the agreements will contribute to cultural tourism and downtown revitalization efforts.

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, Sculpture Walk Exhibition Agreements with up to thirteen artists, in the amount of \$1,000 per artist, for the loan of sculpture art works to be displayed in the city's Sculpture Walk Exhibition scheduled for May 25, 2008 through April 30, 2009.

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

ADOPTED this the 20th day of May, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and William W. Donnan hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Bow" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

William W. Donnan  
3017 Perry Blvd  
Franklinville, NC 27248  
336.672.3875  
[wwdonnan@earthlink.net](mailto:wwdonnan@earthlink.net)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

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William W. Donnan  
Artist

**CITY OF KINGSPORT**

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

---

J. MICHAEL BILLINGSLEY  
City Attorney



“Bow”

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Andrew Yff hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Rain Eater" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Andrew Yff  
2906 Knoll Acres Dr.  
Parkville, MD 21234

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

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Andrew Yff  
Artist

**CITY OF KINGSFORT**

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

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J. MICHAEL BILLINGSLEY  
City Attorney



“Rain Eater”

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Bill Brown hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Navigator" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 29, 2008 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Bill Brown  
Kerri Wise, Office Manager  
Anvil Arts Studio, Inc.  
828-765-6226  
PO Box 146  
Linville Falls, NC 28647, U.S.A

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

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Bill Brown  
Artist

**CITY OF KINGSPORT**

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

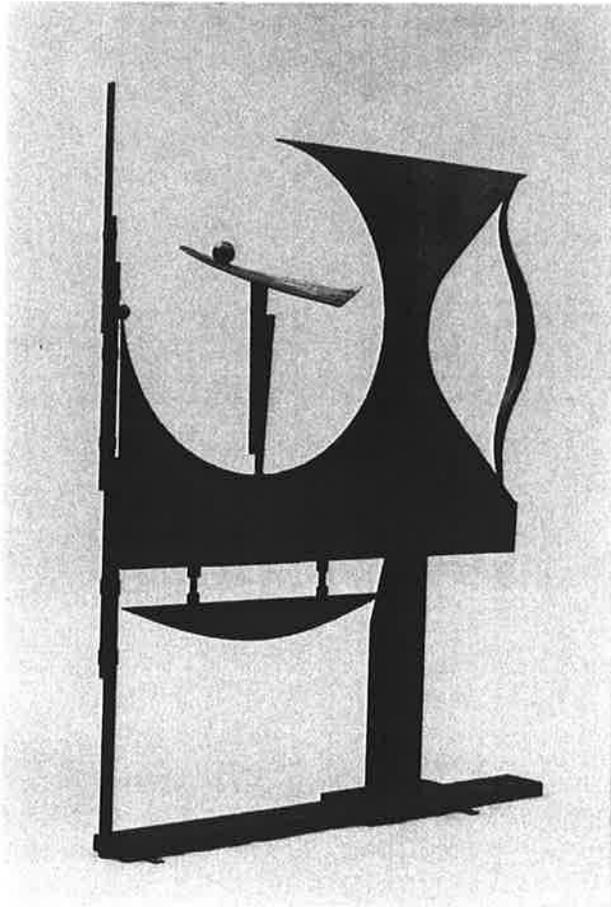
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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

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J. MICHAEL BILLINGSLEY  
City Attorney



"Navigator"

**City of Kingsport  
Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Douglas Gruizenga hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Hobie's Dilemma" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Douglas Gruizenga  
Birdlip Bay, Inc.  
2665 M-137  
Interlochen, MI 49643  
231-276-0074  
231-492-8076

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

---

Douglas Gruizenga  
Artist

**CITY OF KINGSPORT**

---

DENNIS R. PHILLIPS  
Mayor

ATTEST:

---

JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

---

J. MICHAEL BILLINGSLEY  
City Attorney



“Hobie’s Dilemma”

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Eric Troffkin hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Kneeling Communication Tower" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Eric H Troffkin  
3923 Shaw Blvd.  
St. Louis MO 63110  
Tel: 314 664 4993  
Email: troffkin@wustl.edu

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

---

Eric H. Troffkin  
Artist

**CITY OF KINGSPORT**

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

---

J. MICHAEL BILLINGSLEY  
City Attorney



"Kneeling Communication Tower"

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Greg Bailey hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Northwest Passage III" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Greg Bailey  
71 Dubois Road  
Uncasville, Connecticut 06382

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

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Greg Bailey  
Artist

**CITY OF KINGSPORT**

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

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J. MICHAEL BILLINGSLEY  
City Attorney



**"Northwest Passage III"**

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Hanna Jubran hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Cosmological Principle" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Hanna Jubran  
5828 NC Hwy 33 East  
Grimesland, NC 27837  
252-752-4455  
252-413-8202 (c)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

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Hanna Jubran  
Artist

**CITY OF KINGSPORT**

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

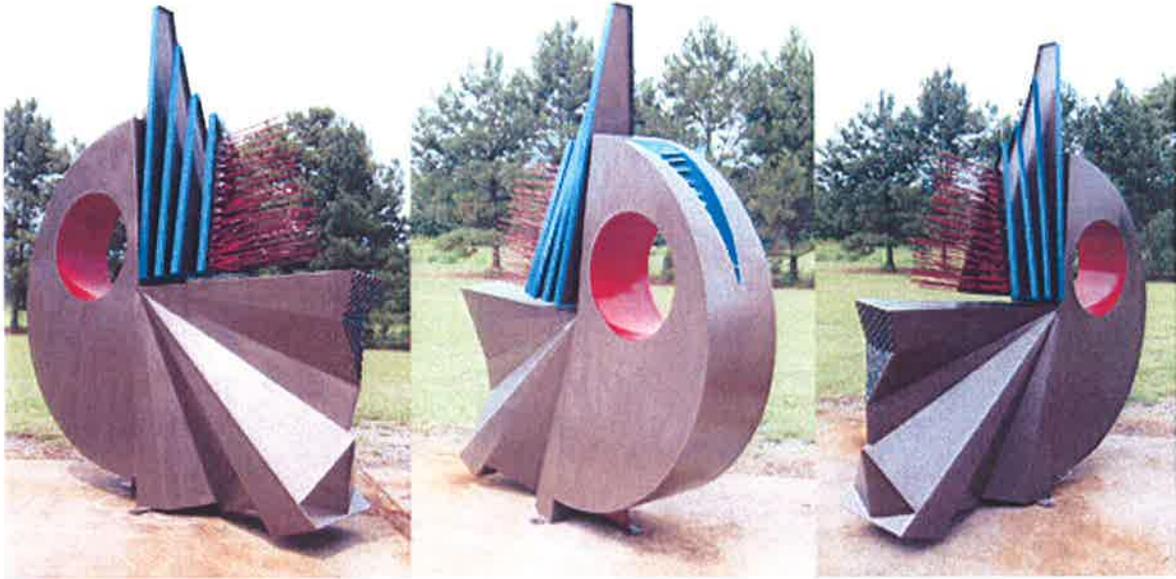
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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

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J. MICHAEL BILLINGSLEY  
City Attorney



“Cosmological Principle”

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Jim Gallucci hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Flutter Gate" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 29, 2008 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Jim Gallucci Sculptor Ltd.  
499 Industrial Avenue  
Greensboro NC 27406

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

---

Jim Gallucci  
Artist

**CITY OF KINGSFORT**

---

DENNIS R. PHILLIPS  
Mayor

ATTEST:

---

JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

---

J. MICHAEL BILLINGSLEY  
City Attorney



“Flutter Gate”

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Jodi Hollnagel hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Continuum" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Jodi Hollnagel  
5828 NC Hwy 33 East  
Grimesland, NC 27837

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

\_\_\_\_\_  
Jodi Hollnagel  
Artist

**CITY OF KINGSPORT**

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

ATTEST:

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

APPROVED AS TO FORM

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



"Continuum"

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Kyle Van Lusk hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Divided" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Kyle Van Lusk  
PO Box 709  
Brevard, NC 28712  
828-884-8125  
(c) 828-538-1126

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

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Kyle Van Lusk  
Artist

**CITY OF KINGSPORT**

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

---

J. MICHAEL BILLINGSLEY  
City Attorney



"Divided"

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Michael Warrick hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Within/Without" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Michael Warrick  
19 Mohawk Circle  
Little Rock, AR 72207  
501-666-6481 studio  
501-213-5635 (c)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

---

Michael Warrick  
Artist

**CITY OF KINGSPORT**

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

---

JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

---

J. MICHAEL BILLINGSLEY  
City Attorney

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Samuel E. Burns hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Embrace" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Samuel Burns  
1918 S Greenwood Ave  
Chattanooga, TN 37404  
423-228-2992

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

---

Samuel E. Burns  
Artist

**CITY OF KINGSPORT**

---

DENNIS R. PHILLIPS  
Mayor

ATTEST:

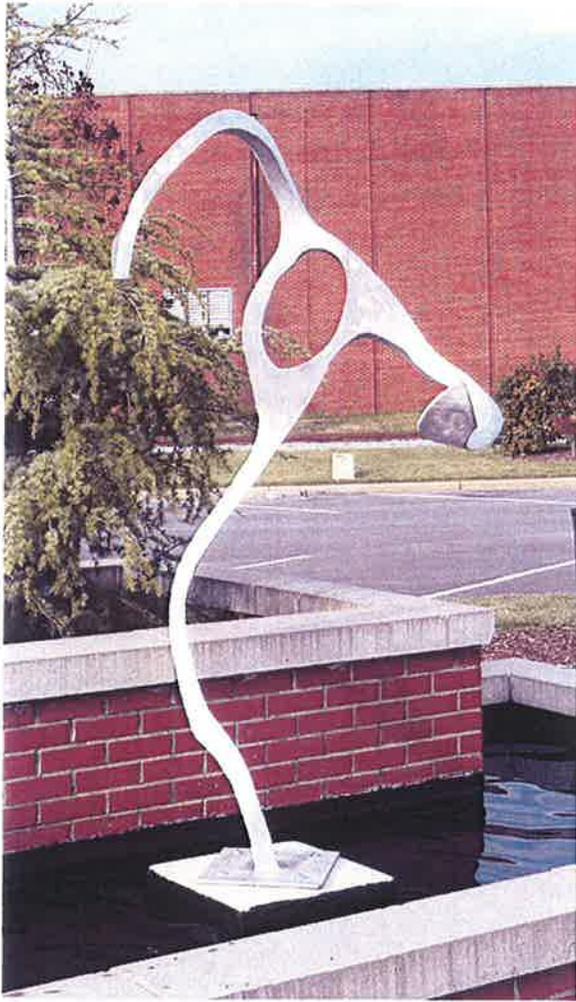
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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

---

J. MICHAEL BILLINGSLEY  
City Attorney



"Embrace"

## **City of Kingsport Sculpture Walk Exhibition Agreement**

THIS AGREEMENT made and entered into as of this 20<sup>th</sup> day of May 2008, by and between the City of Kingsport, hereinafter called "CITY", and Wayne Trapp hereinafter called "ARTIST".

**1. PURPOSE OF THE AGREEMENT.**

ARTIST agrees to temporarily loan to CITY, and CITY agrees to temporarily display ARTIST'S SCULPTURE entitled "Silent Motion in Red" (hereinafter "SCULPTURE") as part of CITY'S Sculpture Walk Exhibition.

**2. TITLE AND COPYRIGHT.**

ARTIST hereby warrants that ARTIST has full legal title and copyrights to the SCULPTURE listed in this Agreement or that ARTIST is the duly authorized agent of the owner or owners of such works. ARTIST hereby agrees to indemnify and defend CITY against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

**3. PUBLICITY AND PHOTOGRAPHY.**

CITY shall have the right to photograph, telecast, and reproduce the SCULPTURE for publicity purposes in both the electronic and paper print media in connection with this exhibition and for illustration in the exhibition catalog and brochures concerning the exhibition, and to produce the slides or digital images of the SCULPTURE to be distributed for educational and publicity use. No slides or digital images of the SCULPTURE will be used or made available for commercial use by the CITY.

**4. EXHIBITION SITE.**

The said referenced exhibition site is the downtown area of the city between Shelby and Commerce streets and Main Street and Church Circle in the CITY.

**5. TERM.**

The exhibition date shall be from May 25, 2008 through May 1, 2009. ARTIST shall deliver SCULPTURE to CITY on or before May 30, 2007 and remove SCULPTURE on or before April 30, 2009. The exact date for removal shall be arranged between CITY and ARTIST.

**6. PREPARATION OF SITE.**

Installation will not be performed until the preparation and construction of any BASE required is complete. CITY is responsible for preparing SCULPTURE site according to the instructions supplied by ARTIST and agreed to by CITY.

Notwithstanding the foregoing, in the event CITY is unable to construct or is delayed in

the construction of BASE or preparation of SCULPTURE site due to budgetary constraints, inadequate available staffing, natural disaster or any other cause. ARTIST shall not have any right to bring action or make any claim against CITY as a result of such inability or delay.

**7. INSTALLATION AND REMOVAL.**

CITY shall coordinate the installation and removal of SCULPTURE and shall assist ARTIST or ARTIST'S representative with installation, with a minimal workforce, to the degree that the site is a safe and workable environment. ARTIST will be responsible for the delivery of SCULPTURE to the site, and for the on-site installation, and shall be responsible for SCULPTURE on site during the installation. ARTIST will be responsible for, and cover all expenses concerning the delivery and installation of SCULPTURE to the exhibition site.

**8. IDENTIFICATION PLAQUE.**

CITY shall provide and install an identification plaque at the site of SCULPTURE to identify title, artist's name, year of creation, and construction material. Design of the plaque shall be at the full discretion of CITY.

**9. MAINTENANCE.**

ARTIST shall maintain the SCULPTURE at ARTIST'S sole cost and expense. CITY shall maintain SCULPTURE site, but will not provide reimbursement for ARTIST'S maintenance costs.

In the event of defacing of or damage to SCULPTURE, whether by vandalism or act of God. ARTIST shall make such repairs as are necessary within 72 hours of receiving notice from CITY of damage, or in the event repairs cannot be completed within that time, provide CITY a written plan and timetable for the repairs within that time.

If the nature of the damage renders SCULPTURE hazardous to the public and SCULPTURE is determined not safe to remain in said location, SCULPTURE must be repaired to a condition not considered hazardous to the public within a 12-24 hour time window after ARTIST receives notification from CITY or SCULPTURE shall be removed from exhibition by ARTIST or by CITY.

Failure to comply with this section shall be deemed grounds for termination of this Agreement.

**10. COMPENSATION AND SALES.**

Compensation to ARTIST for being chosen to exhibit SCULPTURE within the City of Kingsport shall be provided by the CITY. ARTIST will receive \$1,000 cash as well as exposure in a brochure publicizing the Sculpture Walk Exhibition.

CITY will not negotiate price or arrange sale of the SCULPTURE. Negotiation and sale of the SCULPTURE is the responsibility of the ARTIST. The ARTIST will pay the CITY a fee of twenty percent (20%) of any sale of the SCULPTURE while on exhibit under the terms of this agreement or within six (6) months thereafter. The parties agree

that the terms of this agreement do not constitute a consignment under the "Tennessee Consignment of Art Act" as defined in Tennessee Code Annotated Section 47-25-1003.

**11. NOTICE OF TERMINATION.**

ARTIST acknowledges that permission to exhibit the aforesaid SCULPTURE may be revoked at any time by CITY, and ARTIST further acknowledges that said SCULPTURE may be removed. If ARTIST does not reclaim the aforesaid SCULPTURE within (30) days of Notice of Termination. CITY or any of its agents, servants, officers or employees may dispose of said SCULPTURE as they see fit. For purposes of the foregoing sentence, it is further agreed that a written request to reclaim the aforesaid SCULPTURE executed by CITY and mailed to ARTIST by United States registered or certified mail, or other form of mail which offers proof of mailing and postage prepaid shall constitute "Notice of Termination".

**12. INSURANCE.**

ARTIST shall be solely responsible for providing all-risk property insurance coverage for the SCULPTURE loaned to CITY under the terms of this Agreement while such SCULPTURE are on CITY premises, or while such SCULPTURE are being transported to or from the premises. CITY will not provide reimbursement for property insurance.

**13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) arising out of, or in any manner connected with, ARTIST'S exhibition under the terms of this Agreement, excepting any liability arising out of the sole negligence of CITY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

**14. APPLICABLE LAWS AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any legal action pertaining to this Agreement are the state and federal courts for Kingsport, Tennessee.

**15. AMENDMENT.**

This Agreement constitutes the entire Agreement of parties and may only be amended by written Agreement signed by both parties.

**16. NOTICE.**

Unless otherwise provided herein, all notices required hereunder shall be given by United

States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to CITY:

City of Kingsport, Tennessee  
City Manager  
225 West Center Street  
Kingsport, Tennessee 37660

If to ARTIST:

Wayne Trapp  
Cocajina Corp  
427 Russell Beach Road  
Vilas, NC 28692  
828-297-4722 home/fax  
828-964-1236 cell

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

---

Wayne Trapp  
Artist

**CITY OF KINGSPORT**

---

DENNIS R. PHILLIPS  
Mayor

ATTEST:

---

JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM

---

J. MICHAEL BILLINGSLEY  
City Attorney



**“Silent Motion in Red”**



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Apply and Receive a Renewable Energy and Energy Efficiency Grant Through the Appalachian Regional Commission

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

Action Form No.: AF-148-2008  
Work Session: May 19, 2008  
First Reading: May 20, 2008  
Final Adoption: May 20, 2008

Staff Work By: David Mason/  
Morris Baker  
Presentation By: Morris Baker

**Recommendation:** Approve the Resolution.

**Executive Summary:**

The City is applying for \$75,000 through the Appalachian Regional Commission's (ARC) Renewable Energy and Energy Efficiency Grant program to assist with the Green Design Features of the Kingsport Center for Higher Education. It is expected that ARC will award eight to ten grants in their 13-state region, for up to \$500,000 in total awards. Grantees will be required to provide matching funds at a ratio of \$2 of support for each grant dollar. Activities supported by these grants are expected to be completed within 18 months of the award date. The match requirement will be met through the city portion of funding spent on the Green Design Features.

**Attachments:**

- 1. Resolution

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A RENEWABLE ENERGY AND ENERGY EFFICIENCY GRANT THROUGH THE APPALACHIAN REGIONAL COMMISSION

WHEREAS, the city desires to apply for and receive a Renewable Energy and Energy Efficiency Grant, in an amount of up to \$75,000, through the Appalachian Regional Commission (ARC) to assist with the Green Design Features of the Kingsport Center for Higher Education; and

WHEREAS, matching funds at a ratio of two dollars of support for each grant dollar will be met through the city portion of funding spent on the Green Design Features.

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, all documents necessary and proper to apply for and receive a Renewable Energy and Energy Efficiency Grant, in an amount of up to \$75,000 requiring matching funds at a ratio of two dollars of support for each grant dollar, through the Appalachian Regional Commission (ARC) to assist with the Green Design Features of the Kingsport Center for Higher Education.

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

ADOPTED this the 20th day of May, 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 an Appointment to the Kingsport Public Library Commission.**

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

Agenda Form No.: AF-143-2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008  
 Final Adoption: May 20, 2008  
 Staff Work: Whittaker  
 Presentation: Whittaker

**BMA Strategic Plan 2005-2006**

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

**Recommendation:**

Approve Appointment

**Executive Summary:**

To approve the Mayor's recommendation to appoint Barbara Goodlett to a three-year term on the Kingsport Public Library Commission.

**Attachments:**

1. Biography on Barbara Goodlett

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

Barbara Goodlett is a native of Kingsport. She graduated from Dobyys-Bennett, attended Queens College in Charlotte, N.C. and ETSU. She has a bachelor's degree in English/Business Administration and a master's degree in Educational Administration.

Her work experience includes: English teacher, assistant principal at D-B, and Performance Management Consultant at Texas Instruments.

Her numerous volunteer positions include: former president of the Board of Education, board member of the United Way of Greater Kingsport, board member of the Kingsport Literacy Council, Junior League of Kingsport, Volunteer Kingsport, Goodwill Industries, the Staff-Parish Committee of First Broad Street United Methodist Church, and Girls, Inc.

She received the Individual Artist Literary Award from the Arts Council of Greater Kingsport. She has also managed, in her spare time, to author many magazine articles and a book and continues to write freelance articles.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Appropriate the Additional Funds Received from the First Tennessee Area Agency on Aging & Disability and to Appropriate Funds Received from the State of Tennessee Community Enhancement Grant.**

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

Action Form No.: AF132-2008  
 Work Session: May 05, 2008  
 First Reading: May 06, 2008

Final Adoption: May 20, 2008  
 Staff Work By: Shirley Buchanan  
 Presentation By: Tom Bowman

**BMA Strategic Plan 2005-2006**

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

CV #1: Value Citizens; #2: Integrity

KSF # 7: Superior Quality of Life

KSO #: N/A

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The Senior Center received a grant addendum from the First Tennessee Area Agency on Aging and Disability for additional funds in the amount of \$5,000 to be used for equipment. They also received a State of Tennessee Community enhancement grant in the amount of \$5,000 to be used for furniture.

**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 the Funds for a Materials Agreement with Jerry Petzoldt to Old Island Phase II**

To: Board of Mayor and Aldermen  
 From: John Campbell, City Manager  
 Action Form No.: AF-127-2008  
 Work Session: May 5, 2008  
 First Reading: May 6, 2008 - ordinance

Final Adoption: May 6, 2008 (resolution)  
 May 20, 2008 (ordinance)  
 Staff Work By: P. King, B. Sturgill  
 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 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 this policy, Jerry Petzoldt has requested that his proposed development, Old Island Phase II, be allowed to participate in the material agreement program. The total amount of the agreement is proposed at \$118,027.86 for a new 51 lot development.

To date, including this development, the program has supported 457 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

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

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance Creating the Higher Education Campus Advisory Commission**

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

Action Form No.: AF-137-2008  
 Work Session: May 5, 2008  
 First Reading: May 6, 2008  
 Final Adoption: May 20, 2008  
 Staff Work By: Mike Billingsley  
 Presentation By: Mayor Phillips/Mike Billingsley

**Recommendation:** Approve the Ordinance.

**Executive Summary:**

The attached ordinance creates the Higher Education Center Advisory Commission. The role of the commission will be to advise the board of mayor and aldermen about and to generally oversee the operation of the Higher Education Center. More specifically, the duties of the commission are set out in the ordinance under the heading "Functions generally". The commission will consist of seven members, including the mayor and the president of Northeast Technical Community College. One member will be appointed by the participating four year colleges. The remaining members will be appointed by the mayor with the approval of the board of mayor and aldermen. Those members can be removed by the board.

The commission will serve as a direct link between the board and the Higher Education Center, giving the board appropriate oversight of Center. The structure of the commission is similar to a board of trustees used at some higher education center around the country, and is also consistent with other advisory commissions created by the city such as the MeadowView Advisory Committee.

At the work session of May 5, 2008 the board requested amendment to the ordinance so that the Commission would cover the entire campus used for higher education owned or controlled by the city. These currently include the RCAT, the Allied Health building and the Higher Education Center building that is about to be constructed. The attached motion, if approved, will amend the ordinance accordingly.

**Attachments:**

1. Ordinance

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



**AGENDA ACTION FORM**

**Consideration of an Approval of Offer for Easements and Right-of-Ways for the Netherland Inn/11W Drainage Improvement Project**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager  
 Action Form No.: AF-146-2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008  
 Final Adoption: May 20, 2008

Staff Work By: R. Trent, R. McReynolds  
 Presentation By: R. McReynolds

**Recommendation:** Approve the Offers.

**Executive Summary:**

In order to improve drainage in the Netherland Inn Road/West Stone Drive area, 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 #GP0703.

<u>Tax Map &amp; Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	
<u>Appraised Value</u>			
#022; #072.10	Collis Foods Inc. c/o Marketplace Investments 1021 Cambridge Square Alpharetta, Georgia 30004	Perm. 647 sq. ft. Temp. 863 sq. ft.	\$1,600.00 \$ 700.00

**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	—	—	—

