



## AGENDA

### BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

Monday, July 20, 2009  
Council Room — 2<sup>nd</sup> Floor, City Hall  
4:30 p.m.

#### Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

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

Alderman Larry Munsey  
Alderman Tom C. Parham  
Alderman Jantry Shupe

#### Leadership Team

John G. Campbell, City Manager

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

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

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Review of Items on July 21, 2009 Regular Business Agenda
5. Library Hours Adjustment – Helen Whittaker
6. Fuel Report Update – Steve Hightower
7. Presentation on Backyard Composting – Ryan McReynolds/Michael Thompson
8. 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 *July 20, 2009*

### **Special Projects**

*Higher Education Center*

*Jeff Fleming*

*July 9, 2009*

Sheetrock installation and sheetrock finishing are complete. Interior finishes, ceiling grid, ceiling tile, and light installation continue and floor tile installation is beginning. Elevator installation is complete. The skylight has been installed and the front entrance glass wall installation is nearly complete. The exterior brick masonry is complete and window installation continues.

*Netherland Inn Road Boat Ramp*

*Chris McCartt*

*July 17, 2009*

Contract with Baker Construction to construct the boat ramp is in the process of being executed. Construction activity on the site could begin at anytime. Additionally, a grant application has been submitted to TWRA which if approved could provide 75% of the cost for construction of the boat ramp.

### **City Departments**

#### **Police Department**

*PDA/VisionAir Project*

*Gale Osborne*

*July 14, 2009*

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

1. Hardware and Network Ready by – June 30,2009  
***Installed***
2. Computer Aided Dispatch Live– August 13-14 (2 Days)  
***System Admin., Training is currently occurring.***
3. Records Management System Live – November 4 (1 Day)
4. JAIL Live – November 5 (1 Day)
5. MOBILE Live – November 12 (1 Day)
6. FIRE Live – December 11 (1 Day)
7. PDA/Redfly mobile companion distribution planned to occur in July  
***Distribution occurred as scheduled.***

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

**Fire Department**

***Fire Station Seven***

***Craig Dye***

***July 13, 2009***

The station is about 40 percent finished and back to within a few days of schedule. The framing is going up for the rooms and concrete is poured for the engine room, etc. The station is still on track for opening the first part of October.

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

**Finance Department**

***Sewer Tap Fees***

***Jim Demming***

***July 14, 2009***

Approximately 50 notification letters were mailed to property owners in the Rock Springs area informing them of the availability of sanitary sewers and the requirements for connecting to the system. The letter also provided information regarding the applicable fees and available financing option for the tap fee. Through June 9<sup>th</sup> four affected property owners have paid the tap fee to proceed forward with connecting to the system. In addition, five property owners in the Bloomingdale area have opted to utilize the financing option to fund the tap fee.

**Engineering**

***Gibson Mill Road Realignment:***

***Hank Clabaugh***

***July 14, 2009***

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

The curb and gutter and sidewalk are complete on Ravine Drive. The asphalt binder has been installed on Ravine Road. Final completion of this road will coincide with the closing of Ravine Drive with the cul-de-sac.

Work is proceeding on the curb, gutter, and sidewalks on Cassel Drive.

The installation of all the steel work for the bridge deck is complete. The steel will be tied-in over the next several weeks. Pouring of the concrete deck will start in three weeks and take approximately two weeks to complete. This work is for Contract 1.

The Greenbelt pedestrian bridge is 95% complete. The only thing that remains is completion of the wood hand rails.

The existing/old Ravine Drive will be permanently closed with a cul-de-sac on September 1. The City and Hospital will begin sending out information about this closing at least 30 days prior to closing.

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

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

***Netherland Inn Bridge***

***Gary Dault***

***July 14, 2009***

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

***Water/Sewer***

***Automated Meter Reading***

***Chad Austin***

***July 14, 2009***

Approximately 24,750 (of approx. 35,000) meters have been changed out thus far. Project is on schedule to be completed by end of October.

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

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

***Rock Springs Area  
Waterline Upgrades***

***Chad Austin***

***July 14, 2009***

Connections are being made this week with service line tie-ins expected to be complete by July 17.

***Peppertree Sewer Line Extension***

***Chad Austin***

***July 14, 2009***

The contractor for the sewer line extension is set to be present on July 20 to begin construction. They have been waiting for the waterline construction to be completed, which is set to finish by July 17.

***Airport Parkway Water Tank Rehab.***

***Chad Austin***

***July 14, 2009***

Pre-construction meeting with contractor is set for July 20. Construction should begin in early August.

***Riverview Area Water/Sewer Improvements (continued)***

***Transportation (Traffic)***

***Stone Dr. / Netherland Inn Rd.  
Intersection Improvements***

***Michael Thompson***

***July 15, 2009***

Contractor was on site last week and has completed roadway work except pavement markings. Contractor has said that they will be complete by the end of the week.

**Development Services**

***Cook's Point***

***Rack Cross***

***July 14, 2009***

Cook's Point was visited by staff for the purpose of general observation. Resowing of exposed areas is occurring and mowing of vacant lot and pond area has been scheduled. Developer Erik Fritz' Tennessee State Contractor's License is current. Construction continues on existing unfinished units.

**Leisure Services**

***Parks & Recreation***

***Dog Park***

***Chris McCartt***

***July 2, 2009***

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

***Parks & Recreation***

***Greenbelt***

***Kitty Frazier***

***July 13, 2009***

Construction continues on schedule. Engineering and layout for the bridge crossing is currently being done.

***Kingsport Public Library***

***Helen Whittaker***

***July 13, 2009***

Anders Dahlgren, the library consultant, met with library staff for the second time as part of his building program design. He also met with members of the library commission to bring them up to date.



## **AGENDA**

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

#### **REGULAR BUSINESS MEETING**

**Tuesday, July 21, 2009**

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

**7:00 p.m.**

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

Mayor Dennis R. Phillips, Presiding

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

Alderman Larry A. Munsey  
Alderman Tom C. Parham  
Alderman Jantry Shupe

#### **City Administration**

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

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

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Carl S. Matherly**

#### **II.B. INVOCATION –Rev. Doug Tweed – Founder and President of Friends of the King's Ministries**

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

#### **IV. RECOGNITIONS AND PRESENTATIONS**

A. Keep Kingsport Beautiful June Beautification Awards – Leslie Stevens

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

1. July 6, 2009 Regular Work Session
2. July 7, 2009 Regular Business Meeting

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

1. Public Hearing for Annexation Annual Plan of Services Report (AF:219 -2009)
  - Public Hearing
  
2. Public Hearing and Consideration of an Ordinance to Amend Kingsport City Code Section 114-68 Pertaining to Powers of the Board of Zoning Appeal (AF:220 -2009)
  - Public Hearing
  - Ordinance (Zoning) – First Reading
  
3. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the RS3 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF:231 -2009)
  - Public Hearing
  - Ordinance (Annexation) - First Reading
  - Ordinance (Zoning) – First Reading
  - Resolution
  
4. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the RS4 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF:232 -2009)
  - Public Hearing
  - Ordinance (Annexation) - First Reading
  - Ordinance (Zoning) – First Reading
  - Resolution
  
5. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Parker Lane Annexation and Consideration of A Resolution Adopting the Plan of Services (AF:255 -2009)
  - 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 an Ordinance to Waive Receipt of a Portion of School Bond Proceeds Issued by Hawkins County in Consideration of Agreement to Receive an Equal Amount for City School Capital Projects (AF:248 -2009)
  - Ordinance – First Reading
2. Consideration of an Ordinance to Amend the Debt Service Fund, Regional Sales Tax Fund, and Meadowview Fund (AF:214 -2009)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of Ordinances to Annex/Amend Zoning of the Eastern Star Annexation (AF:213 -2009)
  - Ordinance (Annexation) – Second Reading and Final Adoption
  - Ordinance (Zoning) – Second Reading and Final Adoption
2. Consideration of Ordinances to Annex/Amend Zoning of the RS2 Annexation (AF:212 -2009)
  - Ordinance (Annexation) – Second Reading and Final Adoption
  - Ordinance (Zoning) – Second Reading and Final Adoption
3. Consideration of Ordinances to Annex/Amend Zoning of the Flanders Street Annexation (AF:224 -2009)
  - Ordinance (Annexation) – Second Reading and Final Adoption
  - Ordinance (Zoning) – Second Reading and Final Adoption

**D. OTHER BUSINESS**

1. Consideration of a Resolution Authorizing the Issuance of a Purchase Order for the Supply of Ethernet Switches for Kingsport City School's Network Infrastructure to Personal Computer Systems, Inc. (AF:249 -2009)
  - Resolution
2. Consideration of a Resolution Awarding the Bid for the Purchase of Road Salt to Cargill, Inc. for FY10 (AF:252 -2009)
  - Resolution
3. Consideration of a Resolution to Authorize the Mayor to Execute all Documents Necessary to Amend the Architect's Agreement with Cain Rash West Architects, Inc. for the Additions and Alterations to the V.O. Dobbins Community Center (AF:239 -2009)
  - Resolution

4. Consideration of a Resolution Authorizing the Issuance of a Purchase Order for the Supply of Library Books and Other Materials for the Opening Day Library Collection for John Adams Elementary School to Bound to Stay Bound Books, Inc. (AF:250 -2009)
  - Resolution
5. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program (AF:257 -2009)
  - Resolution
6. Consideration of a Resolution Amending a 2008-2009 Agreement with the Kingsport Chamber Foundation by Extending the Term of the Agreement to September 1, 2009 (AF:256-2009)
  - Resolution
7. Consideration of a Resolution Authorizing the Mayor to Execute an Interlocal Agreement Pertaining to Land Acquisition by the Airport (AF:254-2009)
  - Resolution
8. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper for the Purchase of Four Properties from the Industrial Development Board of the City of Kingsport, Tennessee for the V.O. Dobbins Project (AF:245-2009)
  - Resolution
9. Consideration of a Resolution Awarding the Bid for Bakery Items for the City of Kingsport School Food and Nutrition Program to Otis Spunkmeyer and Authorizing the Mayor to Sign all Applicable Documents (AF:251-2009)
  - Resolution
10. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the Greater Kingsport Area Chamber of Commerce, Inc. for the Kingsport Convention and Visitors Bureau Program (AF:258-2009)
  - Resolution

**E. APPOINTMENTS**

1. Consideration of Appointments to the Kingsport Convention and Visitors Bureau Oversight Committee (AF: 259 -2009)
  - Approve Appointments

## **VII. CONSENT AGENDA**

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

1. Consideration of a Budget Ordinance to Appropriate Grant Funds Received from the State of Tennessee Department of Environment and Conservation for the Local Parks and Recreation Grant (LPRF) to Implement Phase III Enhancements at Domtar Park and Eastman Park and Recreation Trails Program Grant (RTP) for the Construction of a Walking Trail Around the Perimeter of Eastman Park at Horse Creek (AF:210 -2009)
  - Ordinance – Second Reading and Final Adoption
2. Consideration of a Budget Ordinance to Accept and Appropriate Funds from the Emergency Communication District of Kingsport for the Purchase of Centracom Elite Radio Dispatch Control Center Consoles (AF:227 -2009)
  - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance Re-Appointing Valerie Joh as the Designated Alderman for Disposal or Sale of Real Property (AF:233 -2009)
  - Ordinance – Second Reading and Final Adoption
4. Consideration of an Ordinance Authorizing the Collection of Delinquent Real Property Taxes (AF:235 -2009)
  - Ordinance – Second Reading and Final Adoption
5. Consideration of an Ordinance to Amend the FY2010 General Purpose School Fund Budget (AF:243 -2009)
  - Ordinance – Second Reading and Final Adoption

## **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**

**WORK SESSION  
MINUTES  
WILL BE  
EMAILED  
AND  
PLACED  
ON THE  
TABLE  
ON  
JULY 21, 2009**

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, July 7, 2009, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Larry A. Munsey  
Alderman Tom C. Parham  
Alderman Jantry Shupe

City Administration

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

I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.

II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by City Planner Jason Meredith.

II.B. **INVOCATION:** by Pastor Richard Dice of The King's Highway Temple.

III.A. **SWEARING-IN OF ELECTED BOARD MEMBER OFFICIALS.** City Recorder Jim Demming swore in newly elected Alderman, Tom Parham (joined by his wife); re-elected Alderman Benjamin K. Mallicote (joined by his father, mother, sister and brother-in-law); re-elected Alderman, Valerie Joh (accompanied by five of her grandchildren); and re-elected Mayor, Dennis R. Phillips (joined by his mother, wife and son).

III.B. **SELECTION OF VICE MAYOR.** Alderman Parham nominated previous Vice-Mayor Mallicote to serve another term, which motion was seconded by Alderman Shupe. Vice-Mayor Mallicote was approved, unanimously, to another two-year term as vice-mayor.

III.C. **ROLL CALL:** By City Recorder Jim Demming.

IV. **RECOGNITIONS AND PRESENTATIONS.** Mayor Phillips recognized long-time Kingsport citizen, Tommy Hulse, in the audience, as well as Dr. Bill Locke, who will soon retire as president of Northeast State Community College, and Dr. Greg Jordan, president of King College. Later in the meeting, the Mayor also introduced Boy Scout Bo Wagner with Troop 253, attending to work toward a merit badge.

V.A. **APPROVAL OF MINUTES.**

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

- A. June 16, 2009 Regular Work Session
- B. June 16, 2009 Regular Business Meeting

Approved: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, July 7, 2009**

**VI. COMMUNITY INTEREST ITEMS.**

**AA. PUBLIC HEARINGS.**

**1. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Eastern Star Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 213-2009).**

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

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 14<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE EASTERN STAR ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Joh/Shupe, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG EASTERN STAR ROAD, MITCHELL ROAD, AND INTERSTATE 26 TO M-1R LIGHT MANUFACTURING DISTRICT, AND B-4P, PLANNED BUSINESS DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Munsey/Shupe, to pass:

**Resolution No. 2010-001, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE EASTERN STAR ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE**

Passed: All present voting "aye."

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

**2. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the RS2 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 212-2009).**

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

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13TH and 14TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS2 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE

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CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Munsey/Shupe, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD, PEPPERTREE DRIVE, PEPPERTREE COURT, AND SNAPPS FERRY ROAD TO R-1B, RESIDENTIAL DISTRICT, AND B-4P, PLANNED BUSINESS DISTRICT IN THE 13TH and 14TH CIVIL DISTRICTS OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Joh/Shupe, to pass:

**Resolution No. 2010-002**, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RS2 ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

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

**3. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Flanders Street Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 224-2009).**

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

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE FLANDERS STREET ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Mallicote/Shupe, to pass:

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

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

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of the City of Kingsport, Tennessee, Tuesday, July 7, 2009**

Motion/Second: Joh/Shupe, to pass:

**Resolution No. 2010-003, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR  
THE FLANDERS STREET ANNEXATION OF THE CITY OF KINGSPORT,  
TENNESSEE**

Passed: All present voting "aye."

**PUBLIC COMMENT ON ITEM VI.AA.3. 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.**

*[At this time, Mayor Phillips requested that Item VI.D.13 be considered out of order to be courteous to those in attendance regarding this item.]*

**VI.D.13 Consideration of a Resolution Endorsing the King College Medical School Initiative (AF: 244-2009).** City Attorney Billingsley read the entire resolution, for the benefit of the audience. After the vote passed, unanimously, Alderman Marsh opined that this project could, potentially, be the largest economic development project to come along in many years, but is a situation that will require regional cooperation and a large block of capital from many sources.

Motion/Second: Marsh/Shupe, to pass:

**Resolution No. 2010-018, A RESOLUTION ENDORSING THE KING COLLEGE  
MEDICAL SCHOOL INITIATIVE**

Passed: All present voting "aye."

*[Board members returned to the regular agenda order.]*

**1. Consideration of a Budget Ordinance to Appropriate Grant Funds Received from the State of Tennessee Department of Environment and Conservation for the Local Parks and Recreation Grant (LPRF) to Implement Phase III Enhancements at Domtar Park and Eastman Park and the Recreation Trails Program Grant (RTP) for the Construction of a Walking Trail Around the Perimeter of Eastman Park at Horse Creek (AF: 210-2009).**

Motion/Second: Mallicote/Joh, to pass:

**AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY  
APPROPRIATING GRANT FUNDS FROM STATE OF TENNESSEE DEPARTMENT  
OF ENVIRONMENT AND CONSERVATION TO THE K-PLAY PROJECT(GP0911);  
AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

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**2. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement and a Budget Ordinance to Accept and Appropriate Funds from the Emergency Communication District of Kingsport for the Purchase of Centracom Elite Radio Dispatch Control Center Consoles (AF: 227-2009).**

Motion/Second: Mallicote/Parham, to pass:

**Resolution 2010-004, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL COOPERATION AGREEMENT WITH SULLIVAN COUNTY AND OTHERS TO PURCHASE CENTRACOM ELITE RADIO DISPATCH CONTROL CENTER CONSOLES; ACCEPTING PAYMENT FROM THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSFORT TOWARD THE COST OF THE CONSOLES; AUTHORIZING PURCHASE OF THE CONSOLES THROUGH SULLIVAN COUNTY, TENNESSEE; AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO PURCHASE THE CONSOLES**

Passed: All present voting "aye."

Motion/Second: Shupe/Joh, to pass:

**AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY APPROPRIATING FUNDS RECEIVED FROM THE EMERGENCY COMMUNICATION DISTRICT OF KINGSFORT AND BY TRANSFERRING FUNDS FROM THE POLICE DEPARTMENT COMMUNICATIONS OPERATING BUDGET TO PURCHASE CENTRACOM ELITE RADIO DISPATCH CONTROL CENTER CONSOLES FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**3. Consideration of an Ordinance Reappointing Valerie Joh as the Designated Alderman for Disposal or Sale of Real Property (AF: 233-2009).**

Motion/Second: Shupe/Mallicote, to pass:

**AN ORDINANCE APPOINTING A MEMBER OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT AS THE DESIGNATED ALDERMAN PURSUANT TO SECTION 2-462, KINGSFORT CITY CODE, TO DISPOSE OF SURPLUS REAL PROPERTY SUBJECT TO FINAL APPROVAL OF THE BOARD OF MAYOR AND ALDERMEN; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**4. Consideration of an Ordinance Authorizing the Collection of Delinquent Real Property Taxes (AF: 235-2009).**

Motion/Second: Joh/Munsey, to pass:

**AN ORDINANCE TO PROVIDE FOR THE COLLECTION OF DELINQUENT REAL PROPERTY TAXES, PENALTIES AND INTEREST DUE THE CITY OF KINGSFORT FOR THE YEARS 2006 AND PRIOR; BY REFERRING SAME TO THE DELINQUENT**

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TAX ATTORNEY; TO ESTABLISH PROCEDURES FOR SUCH COLLECTION; TO RATIFY AND CONFIRM ALL ACTIONS HERETOFORE TAKEN FOR SUCH COLLECTION; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Consideration of an Ordinance to Amend the FY 2010 General Purpose School Fund Budget (AF: 243-2009).**

Motion/Second: Joh/Parham, to pass:

AN ORDINANCE TO AMEND THE SCHOOL FUND BUDGET; 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 Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 191-2009).**

Motion/Second: Munsey/Shupe, to pass:

**Resolution No. 2010-005**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EXISTING CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION REVISING THE AMOUNT OF FINANCIAL ASSURANCE REQUIRED FOR THE CITY OF KINGSPORT DEMOLITION LANDFILL LOCATED ON BROOKSIDE DRIVE

Passed: All present voting "aye."

**2. Consideration of a Resolution Accepting the Amendment to the Sungard Agreement and Authorizing the Mayor to Sign All Applicable Documents (AF: 222-2009).**

Motion/Second: Joh/Shupe, to pass:

**Resolution No. 2010-006**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EXISTING AGREEMENT WITH SUNGARD PUBLIC SECTOR, INC. AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT TO UPGRADE THE CITY'S PUBLIC ADMINISTRATION SOFTWARE

Passed: All present voting "aye."

**3. Consideration of a Resolution Authorizing the Mayor to Execute a Letter to Sullivan County for Business Personal Property Tax Review Services (AF: 225-2009).**

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Motion/Second: Mallicote/Joh, to pass:

**Resolution No. 2010-007**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER TO SULLIVAN COUNTY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER FOR THE CITY TO PARTICIPATE IN DISCOVERY OF PERSONAL PROPERTY TAXES NOT BEING FILED IN THE CITY OF KINGSFORT

Passed: All present voting "aye."

**4. Consideration of a Resolution Authorizing the Mayor to Apply for and Receive the Recovery Act – Energy Efficiency and Conservation Block Grant (AF: 226-2009).**

Motion/Second: Munsey/Shupe, to pass:

**Resolution No. 2010-008**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE RECOVERY ACT – ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDS

Passed: All present voting "aye."

**5. Consideration of a Resolution Authorizing the Mayor to Execute a Release Agreement and Power of Attorney for Homer Ryans and Audrey Ryans, and Tennessee Farmers Mutual Insurance Company (AF: 151-2009).**

Motion/Second: Shupe/Parham, to pass:

**Resolution No. 2010-009**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE AGREEMENT DISCHARGING HOMER RYANS, AUDREY RYANS, AND TENNESSEE FARMERS MUTUAL INSURANCE FROM ANY AND ALL CLAIMS WHATSOEVER ARISING FROM A VEHICLE ACCIDENT WHICH DAMAGED A CITY POLICE VEHICLE ON APRIL 28, 2009 AND AUTHORIZING THE MAYOR TO EXECUTE A POWER OF ATTORNEY FOR SALE OF THE POLICE VEHICLE TO TENNESSEE FARMERS MUTUAL INSURANCE

Passed: All present voting "aye."

**6. Consideration of a Resolution Awarding the Bid for the Purchase of Various Janitorial Supplies to Janpak Paper Supply Company for FY10 (AF: 228-2009).**

Motion/Second: Joh/Shupe, to pass:

**Resolution No. 2010-010**, A RESOLUTION AWARDED THE BID FOR PURCHASE OF VARIOUS JANITORIAL SUPPLIES FOR FISCAL YEAR 2010 FOR USE BY THE CITY AND KINGSFORT CITY SCHOOLS TO JANPAK PAPER SUPPLY COMPANY

Passed: All present voting "aye."

**7. Consideration of a Resolution Authorizing the Mayor to Execute a Lease Agreement with Regions Bank for Use of the Parking Lot Located at the Corner of West New Street and Clay Street (AF: 236-2009).**

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Motion/Second: Joh/Parham, to pass:

**Resolution No. 2010-011, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF KINGSFORT AND REGIONS BANK FOR USE OF THE WEST NEW STREET AND CLAY STREET PARKING LOT PROPERTY**

Passed: All present voting "aye."

**8. Consideration of a Resolution Authorizing the Mayor to Execute a Right-of-Way Easement with Kingsport Power Company (AF: 237-2009).**

Motion/Second: Shupe/Joh, to pass:

**Resolution No. 2010-012, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY**

Passed: All present voting "aye."

**9. Consideration of Resolutions Authorizing Change Orders to the Contract with, and Final Payment to C&T Construction Company for the V.O. Dobbins Demolition Phase and Authorizing the Mayor to Execute All Documents Necessary for the Change Orders and Final Payment (AF: 238-2009).**

Motion/Second: Joh/Munsey, to pass:

**Resolution No. 2010-013, A RESOLUTION APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH C&T CONSTRUCTION COMPANY, INC. FOR THE DEMOLITION OF PORTIONS OF THE EXISTING V.O. DOBBINS COMMUNITY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER**

Passed: All present voting "aye."

Motion/Second: Joh/Munsey, to pass:

**Resolution No. 2010-014, A RESOLUTION APPROVING CHANGE ORDER #3 TO THE CONTRACT WITH C&T CONSTRUCTION COMPANY, INC. FOR THE DEMOLITION OF PORTIONS OF THE EXISTING V.O. DOBBINS COMMUNITY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER**

Passed: All present voting "aye."

**10. Consideration of a Resolution Authorizing the Mayor to Execute All Necessary and Proper Documents to Establish a Retiree Health Saving Plan for the Employees of the City of Kingsport (AF: 216-2009).** City Recorder Demming provided a detailed explanation of this action.

Motion/Second: Joh/Munsey, to pass:

**Resolution No. 2010-015, A RESOLUTION ADOPTING THE VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN PROVIDED BY THE INTER-**

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NATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION (ICMA-RC) AND AUTHORIZING THE MAYOR TO EXECUTE VARIOUS DOCUMENTS INCLUDING AN EMPLOYER VANTAGECARE RHS PLAN ADOPTION AGREEMENT, AN ADMINISTRATIVE SERVICE AGREEMENT, A DECLARATION OF TRUST OF THE CITY OF KINGSFORT INTEGRAL PART TRUST, A RETIREMENT HEALTH SAVINGS BENEFITS PLAN, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE PLAN

Passed: All present voting "aye."

**11. Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for Use by All City Departments to A & J Asphalt, Inc. for FY10 (AF: 241-2009).**

Motion/Second: Shupe/Mallicote, to pass:

**Resolution No. 2010-016,** A RESOLUTION AWARDING THE BID FOR PURCHASE OF ASPHALT FOR FISCAL YEAR 2010 TO A & J ASPHALT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**12. Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for Use by All City Departments to Vulcan Construction Materials, LP for FY10 (AF: 240-2009).**

Motion/Second: Munsey/Joh, to pass:

**Resolution No. 2010-017,** A RESOLUTION AWARDING THE BID FOR PURCHASE OF CRUSHED STONE FOR FISCAL YEAR 2010 TO VULCAN CONSTRUCTION MATERIALS, LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**13. Consideration of a Resolution Endorsing the King College Medical School Initiative (AF: 244-2009).** *This item was considered and approved earlier in the meeting, following Item VI.AA.3 and Public Comment segment.*

**14. Consideration of a Resolution to Offer a Retirement Incentive to Eligible Employees (AF: 242-2009).** City Manager Campbell provided information on this agenda item and the benefits to both the City and the eligible employee. Alderman Marsh inquired about various details and emphasized the need to manage the number of overall City staff and learning to do more with the same number of staff.

City Manager Campbell responded that some full-time position may be filled as part-time and stated that City department heads understand the need to use staff efficiently while maintaining service levels.

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Motion/Second: Munsey/Joh, to pass:

**Resolution No. 2010-019, A RESOLUTION ESTABLISHING A ONE TIME LIMITED DURATION RETIREMENT INCENTIVE FOR ELIGIBLE EMPLOYEES**

Passed: All present voting "aye."

**15. Consideration of a Resolution Authorizing the Mayor to Execute an Amendment with the Kingsport Chamber Foundation for the Downtown Concert Series (AF: 246-2009).**

Motion/Second: Shupe/Joh, to pass:

**Resolution No. 2010-020, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE KINGSPORT CHAMBER FOUNDATION FOR THE DOWNTOWN SUMMER CONCERT SERIES**

Passed: All present voting "aye."

**16. Consideration of a Resolution Authorizing the Mayor to Execute an Amendment with Greater Kingsport Area Chamber of Commerce for the Move to Kingsport Program for Services in Fiscal Year 2009-2010 (AF: 247-2009).** Jeff Fleming, Director of Development Services and Assistant City Manager for Economic Development, went over a presentation justifying the requested increase in FY2010 support for this program because of the positive recruiting effects as a result of this program's efforts.

Motion/Second: Marsh/Shupe, to pass:

**Resolution No. 2010-021, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR MOVE TO KINGSPORT PROJECT**

Passed: All present voting "aye."

**E. APPOINTMENTS.**

Motion/Second: Marsh/Shull, to approve the following appointments/reappointments:

- REAPPOINT *MR. J.R. JONES* TO AN ADDITIONAL TWO-YEAR TERM ON THE **BOARD OF MECHANICAL, PLUMBING AND GAS**, EFFECTIVE JULY 1, 2009 AND EXPIRING JUNE 30, 2011 (AF: 218-2009)
- APPOINT *MS. MEREDITH BARNES* TO A THREE-YEAR TERM ON THE **KINGSPORT BEVERAGE BOARD**, EFFECTIVE IMMEDIATELY AND EXPIRING JUNE 30, 2012 (AF: 234-2009)
- APPOINT *DR. MARVIN CAMERON, MS. CEEGEE McCORD* AND *REVEREND CLARK JENKINS* TO SERVE ON THE NEWLY FORMED **EMPLOYEE DEPENDENT SCHOLARSHIP PROGRAM BOARD**, EFFECTIVE JULY 1, 2009, FOR A TERM YET TO BE DETERMINED (AF: 223-2009)

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- REAPPOINT *MS. MARY BANKS* AND *MS. ANN VACHON* TO ADDITIONAL THREE-YEAR TERMS ON THE **KINGSPORT PUBLIC ART COMMITTEE**, EFFECTIVE JULY 1, 2009 AND EXPIRING JUNE 30, 2012; AND APPOINT *MS. LISA ANNE MILHORN* TO FILL THE UNEXPIRED TERM OF MR. BOB LAWRENCE, EFFECTIVE IMMEDIATELY AND EXPIRING JUNE 30, 2011 (AF: 208-2009)

Passed: All present voting "aye."

**VII. CONSENT AGENDA.**

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

Motion/Second: Joh/Mallicote, to adopt:

- 1. Consideration of Ordinance Designating the Qualified Depositories of the City of Kingsport (AF: 207-2009).**

Adopt:

**Ordinance No. 5856**, AN ORDINANCE TO AMEND ORDINANCE NO. 5552 DESIGNATING QUALIFIED DEPOSITORIES FOR MUNICIPAL FUNDS FOR THE CITY OF KINGSPORT, SUBJECT TO COMPLIANCE WITH THE STATUTORY QUALIFICATIONS OF THE STATE OF TENNESSEE; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 2. Consideration of an Approval of Offers for Easements and Rights-of-Way for the Barnett Drive Water Line Extension Project (AF: 217-2009).**

Approve:

**OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY FOR THE BARNETT DRIVE WATER LINE EXTENSION PROJECT**

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

- 3. Consideration of Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Year 1998 (AF: 229-2009).**

Approve:

**AUTHORIZATION FOR CITY RECORDER TO RECONCILE AND ADJUST UNCOLLECTIBLE PROPERTY TAX FOR YEAR 1998**

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

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**4. Consideration of Approval of Offers for Easements and Rights-of-Way for the Center Street/Clinchfield Street Intersection Improvement Project (AF: 221-2009).**

Approve:

OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY FOR THE CENTER STREET/CLINCHFIELD STREET INTERSECTION IMPROVEMENT PROJECT

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

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** City Manager Campbell thanked City staff for the extra time and work that will be put into making this upcoming, annual FunFest event a success. Also, the City is hosting for the first time, at J. Fred Johnson Stadium, the Summer Southern Tour of the Drum Lines. Mr. Campbell then presented to all newly elected/re-elected Board members a limited, numbered edition of the Church Circle print commissioned as a gift for Kingsport elected officials. Mayor Phillips shared that the dwindling supply of these prints will allow award to those elected in the next one or two elections.

**B. MAYOR AND BOARD MEMBERS.** Alderman Joh thanked her husband, Gale, for his attendance at all meetings and his ongoing support of her commitment to this Board and the City.

Alderman Parham realized he had neglected to thank his father-in-law at the beginning of the meeting, when introducing and thanking his wife, Martha, and wanted to include him at this time.

Alderman Munsey noted that Board members had received from MeadowView/Marriott General Manager Andy King, information that showed the hotel had met its budget for the 2009 fiscal year, an accomplishment to be commended. Mr. Munsey asked Vice-Mayor Mallicote to speak to the recent award received by Bone Fire Smokehouse.

Vice-Mayor Mallicote reported that Bone Fire Chef, Erich Soll, won the best rib recipe in the United States with his Fighting Irish Whiskey Sauce and will be featured on the *Live with Regis and Kelly* show. He encouraged everyone to congratulate the business owners and try out their ribs. The Vice-Mayor then welcomed Tom Parham to the Board.

Mayor Phillips also welcomed Mr. Parham. He then encouraged the audience and all City patrons to shop and eat local at a time when every tax dollar is critical to support schools, police and fire, as well as other City services and businesses.

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**C. VISITORS.** Mr. Tommy Hulse of 624 Donelson Drive, Kingsport, expressed concern and confusion about the City's water service payments being mailed to Knoxville, Tennessee after the Mayor's statement of keeping money local.

City Recorder Demming explained that the City has contracted with its main depository, the local branch of First Tennessee Bank, to provide a processing service to allow a more efficient method of receiving payments and depositing those funds received. He further explained that the nearest First Tennessee Bank processing center is near Knoxville, but added that the monies are deposited to the City's local branch account.

***[Alderman Joh left the meeting during the Visitor Comment segment.]***

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:55 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 for Annexation Annual Plan of Services Report**

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

Action Form No.: AF-219-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009  
 Final Adoption: July 21, 2009  
 Staff Work By: F. Koder  
 Presentation By: F. Koder

**Recommendation:**

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

- Rock Springs #1 – Ordinance 5362 – Annual Update
- Osborn Annexation – Ordinance 5739 – Annual Update
- Williams Annexation – Ordinance 5750 – Annual Update
- Rock Springs South 8B – Ordinance 5765 – Six-Month Update
- Warrior Falls Annexation – Ordinance 5782– Six-Month Update
- Cherry Knoll Annexation – Ordinance 5784 - Six-Month Update
- Cleek Road Annexation – Ordinance 5795 – Annual Update

**Executive Summary:**

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published July 5, 2009.

**Attachments:**

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

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

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

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

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Expiration Date</u>
Rock Springs #1 Moccasin Ridge Sub. Ordinance No. 5362	12/31/06	Sewer Service Street Lighting	Dec. 31, 2010 Dec. 31, 2010
Osborn Annexation Cox Hollow Rd. Ordinance No. 5739	10/16/2008	Sewer Service Water Service Street Lights	Oct. 16, 2013 Oct. 16, 2013 Oct. 16, 2013
Williams Annexation Blakley Drive Ordinance No. 5750	11/07/208	Sewer Service Water Service Street Lights	Nov. 7, 2013 Nov. 7, 2013 Nov. 7, 2013
Rock Springs South 8B Rock Springs Road Ordinance No. 5765	11/21/2008	Sewer Service Water Service Street Lights	Nov. 11, 2013 Nov. 11, 2013 Nov. 11, 2013
Warrior Falls Annexation Warrior Falls Sub. Ordinance # 5782	12/04/2008	Street Lighting	Dec. 4, 2013
Cherry Knoll Annexation Golf Ridge Dr./Island Rd. Ordinance No. 5784	12/04/2008	Sewer Service Water Service Street Lights	Dec. 4, 2013 Dec. 4, 2013 Dec. 4, 2013
Cleek Road Annexation Cleek Road Ordinance No. 5795	01/16/2009	Sewer Service Water Service Street Lights	Jan. 16, 2014 Jan. 16, 2014 Jan. 16, 2014

## NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL & SEMI-ANNUAL PLAN OF SERVICE (POS) REPORT—July, on the following annexation areas at its July 21, 2009 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Rock Springs #1, Ord. No. 5362

Effective Date: 12/31/06

POS, deadline: Sewer Service

Annexation Area: Osborn Annexation., Ord. No. 5739

Effective Date: 10/16/08

POS, deadline: Sewer Service, Water Service & Street Lights by Oct. 16, 2013

Annexation Area: Williams Annexation., Ord. No. 5750

Effective Date: 11/07/08

POS, deadline: Sewer Service, Water Service & Street Lights by Nov. 16, 2013

Annexation Area: Rock Springs South 8B Area, Ord. No. 5765

Effective Date: 11/21/08

POS, deadline: Sewer Service, Water Service & Street Lights by Nov. 21, 2013

Annexation Area: Warrior Falls Annexation, Ord. No. 5782

Effective Date: 12/04/2008

POS, deadline: Street Lighting by Dec. 04, 2012

Annexation Area: Cleek Road Annexation, Ord. No. 5795

Effective Date: 01/16/09

POS, deadline: Sewer Service, Water Service & Street Lights by Jan. 16, 2013

City of Kingsport

Liz Gilbert, Finance Dept.

P1T: 07/05/09

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

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR  
THE ROCK SPRINGS ROAD AREA #1 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 Road Area #1 was submitted to the Kingsport Regional Planning Commission on September 15, 2005, 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 October 18, 2005; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on October 2, 2005; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102, is considering the annexation of a portion of the 12th Civil District of Sullivan County, Tennessee, commonly known as the Bell Ridge Drive and Bell Ridge Road Annexation Area, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southwest corner of parcel 1.00 and on the southern right-of-way of Rock Springs Road on the April 2005 Sullivan County tax map 92A, Group B; thence in a northeasterly direction following the southern right-of-way line Rock Springs Road 910 feet to a point, said point being the northwest corner of parcel 15 and the southeast intersection of Rock Springs Road and Running Deer Trail; thence in a northeasterly direction following the southern right-of-way line of Rock Springs Road approximately 50 feet to a point; said point being the southwest corner of parcel 40 and on the southern right-of-way of Rock Springs Road; thence in a northeasterly direction approximately 171.36 feet to a point, said point being the northwest corner of parcel 39 and on the southern property line of parcel 7; thence in a northwesterly direction approximately 30 feet to a point, said point being the southwest corner of parcel 7 and on the south right-of-way line of Rock Springs Road; thence in a northeasterly direction approximately 530 feet to a point, said point being the northwest corner of parcel 10, thence in a southeasterly direction approximately 765.39 feet to a point, said point being the northeast corner of parcel 9 and on the

western property line of parcel 10.37; thence in a southwesterly direction approximately 1,947.99 feet to a point, said point being the southeastern corner of parcel 5 and the southwestern corner of parcel 10.60; thence in a northwesterly direction approximately 1,396.62 feet back to the point of BEGINNING, and being all of parcels 1-5, 5.50, 6-30, 32-40 of Group B on Sullivan County tax map 92A dated April 2005 and parcels 7-10 on Sullivan County tax map 92 dated April 2005.

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 Road Annexation Area #1 as bounded and described above is hereby adopted, subject to enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

### **Rock Springs Road Annexation Study – Area 1 Plan of Services**

1. **Police Protection**

All routine police services will be provided on the effective date of annexation. The City of Kingsport Police Department already patrols the roadways within this annexation area because the streets are in the corporate limits, however the Sheriff's department patrolled the parcels fronting the two main streets and this duty along with answering calls will now be transferred to the Kingsport Police Department if the parcels are annexed.

2. **Fire Protection**

- A. Fire suppression and prevention services will be provided on the effective date of annexation. Free fire safety inspections will be available upon request on the effective date of annexation.
- B. On the effective date of annexation, the Tennessee Insurance Services Office will be requested to rate the annexed area as "Class 3" for insurance purposes. This should result in savings on fire insurance premiums. Residents and property owners should contact their insurance agent for more information.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates. This will amount to nearly half the rate collected when in the County.
- B. Water service is available to the sites.
- C. Water line upgrades for adequate fire protection will be completed within three years after the effective date of annexation.

4. **Electricity**

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

5. **Sanitary Sewer**

City of Kingsport sanitary sewer currently serves approximately half of the parcels in this annexation. The remaining parcels would be served within three (3) years of the effective date of annexation.

6. **Solid Waste Disposal**

Sanitation garbage (routine household refuse) and trash (grass clippings, tree trimmings, bulky items) collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within one (1) month following the effective date of annexation.

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

- A. Emergency and routine maintenance of streets will begin on the effective date of annexation.
- B. Cleaning of streets and snow clearing will begin on the effective date of annexation on the same basis as now provided within the present City limits.
- C. All streets affected by utility construction will be paved as soon as possible after the utility construction is completed.

8. **Recreational Facilities**

- A. Residents of the annexed area may use all existing City recreational facilities, programs, parks, etc. on the effective date of annexation with no non-residential fee.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

9. **Street Lighting**

Within 90 days of the effective date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that Johnson City Power Board install additional street lights on collector-class and lower streets in accordance with the policy on roadway lighting within three (3) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

10. **Zoning Services**

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

11. **Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools.
    - a. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
  - C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.
-

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

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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.

16. **Leaf Removal**

The City's will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round.

17. **Litter Control**

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

18. **Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis.

19. **Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

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

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE  
OSBORN ANNEXATION OF THE CITY OF KINGSPORT,  
TENNESSEE

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

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

WHEREAS, a plan of services for the proposed annexation of the Osborn Property was submitted to the Kingsport Regional Planning Commission on July 17, 2008, for its consideration and a written report; and

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

WHEREAS, a public hearing was held August 19, 2008; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on August 3, 2008; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 14th Civil District of Sullivan County, Tennessee, commonly known as the Osborn Annexation, said area being bounded and further described as follows:

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

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

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

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

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

**Osborn Annexation  
Cox Hollow Road  
Plan of Services**

1. **Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.

- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

2. **Fire Protection**

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

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.

- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- E. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increase demand
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. **Electricity**

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

5. **Sanitary Sewer**

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

6. **Solid Waste Disposal**

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

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

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

8. **Recreational Facilities**

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- F. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

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

9. **Street Lighting**

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

10. **Zoning Services**

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

11. **Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
  - B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
  - C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.
-

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

12. **Traffic Control**

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

13. **Inspection Services**

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. **Leaf Removal**

The City will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. **Litter Control**

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

18. **Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. **Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE  
WILLIAMS ANNEXATION OF THE CITY OF KINGSPORT,  
TENNESSEE

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

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

WHEREAS, a plan of services for the proposed annexation of the Williams Property was submitted to the Kingsport Regional Planning Commission on November 15, 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 September 16, 2008; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on August 17, 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 Pierson Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 12.00 of Tax Map 105H, Group B and on the eastern right-of-way of Blakley Drive; thence in a southwesterly direction along the eastern right-of-way of Blakley Drive approximately 154.38 feet to a point; thence following the eastern right-of-way of Blakley Drive in a southerly direction approximately 155.3 feet to a point, said point being southwest corner of parcel 11.00; thence in a northeasterly direction approximately 172.79 feet to a point; thence in a southeasterly direction approximately 144.00 feet to a point, said point being southeast corner of parcel 42.00 and on the western right-of-way of Kanan Drive; thence in a southwesterly direction approximately 160.86 feet to a point; thence in an southwesterly direction along an arc approximately 148.24 feet to a point; thence in an southwesterly direction approximately 50.00 feet crossing the right-of-way of Blakley Drive to a point, said point being on the property line of parcel 4.00 and on the western right-of-way of Blakley Drive; thence in a northwesterly direction approximately 130.74 feet to a point, said point being the corner common to parcels 3.00 and 4.00 on the western right-of-way of Blakley Drive; thence in a northerly direction following the western right-of-way of Blakley Drive approximately 270.00 feet to a point, said point being northern intersection of Blakley Drive and Shady View Road; thence in a northeasterly direction approximately 83.00 feet to a point; thence in a southwesterly direction crossing the right-of-way of Blakley Drive approximately 50.00 feet

to the point of BEGINNING, and being all of parcel 42.00 of Tax Map 105H, Group B and that portion of Blakley Drive as indicated on April 2007 Sullivan County Tax Maps.

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

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

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

**Williams Annexation  
Cox Hollow Road  
Plan of Services**

1. **Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

- G. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

2. **Fire Protection**

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

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- E. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increase demand

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

4. **Electricity**

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

5. **Sanitary Sewer**

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

6. **Solid Waste Disposal**

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

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

- A. Emergency and routine maintenance of streets and street signs, pavement markings and

other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.

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

## 8. **Recreational Facilities**

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

## 9. **Street Lighting**

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

10. **Zoning Services**

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

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

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE  
ROCK SPRINGS SOUTH AREA #8B ANNEXATION OF THE CITY  
OF KINGSPORT, TENNESSEE

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

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

WHEREAS, a plan of services for the proposed annexation of the Williams Property was submitted to the Kingsport Regional Planning Commission on December 20, 2007, for its consideration and a written report; and

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

WHEREAS, a public hearing was held October 7, 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 September 21, 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 # 8B Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 14.00 of tax map 105B, group A and on the property line of parcel 4.00 of tax map 105; thence in a northerly direction approximately 118 feet to a point; thence in a northeasterly direction approximately 2,226 feet to a point, said point being the northwest corner of parcel 106.10 on tax map 91; thence in a southeasterly direction approximately 588.42 feet to a point; thence in a southerly direction approximately 129.43 feet to a point; thence in a southeasterly direction approximately 519 feet to a point, thence in an easterly direction approximately 712 feet to a point, said point being the northeastern most point of parcel 104.00 of tax map 91; thence in a southwesterly direction approximately 300 feet to a point; thence in a southeasterly direction approximately 587 feet to a point, said point being on the right-of-way of Barnett Drive; thence crossing Barnett Drive right-of-way approximately 95 feet in a southeasterly direction; thence in a southerly direction approximately 140 feet to a point, said point being the northwest corner of parcel 100.00 of tax map 91; thence in a southeasterly direction approximately 65 feet to a point; thence in a southwesterly direction approximately 78 feet to a point; thence in a southeasterly direction approximately 200 feet to a point; thence in a southwesterly direction approximately 280 feet to a point, said point being the southeast corner of parcel 99.00; thence in a northwesterly direction approximately 205 feet, said point being on the eastern right-of-way of Barnett Drive; thence in a northwesterly direction approximately 95 feet crossing the Barnett Drive right-of-way to a point; thence following the

western right-of-way of Barnett Drive in a northeasterly direction approximately 304 feet to a point; thence in a northwesterly direction approximately 664 feet to a point; thence in a southwesterly direction approximately 130 feet to a point; thence in a northwesterly direction approximately 396 feet to a point, said point being the southwest corner of parcel 104.00 and on the eastern property line of parcel 106.10; thence in a southwesterly direction approximately 931 feet to a point; thence in a northwesterly direction approximately 502 feet to a point; thence in a southerly direction approximately 340 feet to a point; thence in a southeasterly direction approximately 219 feet to a point; thence following the southern property line of parcel 2.20 of tax map 105 approximately 543 feet to a point; thence in a northeasterly direction approximately 428 feet to a point, said point being the northeast corner of parcel 2.20; thence in a southeasterly direction approximately 975 feet to a point, said point being on the northern right-of-way of Barnett Drive; thence in a southwesterly direction approximately 445 feet following the western right-of-way of Barnett Drive with its intersection with Blakley Drive; thence in a southwesterly direction approximately 50 feet crossing Blakley Drive to a point, said point being the northeast corner of parcel 7.00 of tax map 105A, group B; thence following the southern right-of-way of Blakley Drive in a wide arc approximately 1,975 feet to a point; thence crossing the right-of-way of Blakley Drive in a northwesterly direction approximately 50 feet to a point, said point being the northeast corner of parcel 8.00; thence in a northwesterly direction approximately 502 feet to a point; thence in a northerly direction approximately 706.44 feet to the point of BEGINNING and being all of parcels 99.00, 110.00, 104.00, 106.10, 107.00, and 107.10 on tax map 91 and parcels 1.00, 1.05, 1.10, 1.20, 2.01, 2.04, 2.06, 3.00, 4.00, 5.00, 6.00, 6.20, and 6.40 of tax map 105 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 Rock Springs South Area # 8B 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 # 8B Annexation  
Blakley 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.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR  
WARRIOR FALLS ANNEXATION AREA OF THE CITY OF  
KINGSPORT, TENNESSEE

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

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

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

WHEREAS, a public hearing was held October 21, 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 October 6, 2008; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 7th Civil District of Sullivan County, Tennessee, commonly known as the Warrior Falls Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northern corner of parcel 7, Tax Map 78A, thence in a southeasterly direction, following the southwestern right-of-way of Warrior Falls Drive, approximately 1,515 feet to a point, thence in a northeasterly direction, crossing Warrior Falls Drive, approximately 50 feet to a point, said point being the western corner of parcel 53, thence in a northerly direction, following the eastern right-of-way of Pueblo Drive, approximately 1,360 feet to a point, said point being the northwestern corner of parcel 10, thence in a northerly direction, crossing Arrowhead Drive, approximately 50 feet to a point, said point being the southeastern corner of parcel 29, thence in a northerly direction, approximately 186 feet to a point, said point being the northeastern corner of parcel 29, thence in a westerly direction, approximately 223 feet to a point, said point being the northwest corner of parcel 29, thence in a southerly direction, approximately 147 feet to a point, said point being the southwestern corner of parcel 29, thence in a southerly direction, crossing Arrowhead Drive, approximately 50 feet to a point, thence in an easterly direction, approximately 20 feet to a point, said point being the northwestern corner of parcel 28, thence in a southerly direction, approximately 228 feet to a point, said point being the northeastern

corner of parcel 25, thence in a westerly direction, approximately 150 feet to a point, said point being the northwestern corner of parcel 25, thence in a southerly direction, approximately 115 feet to a point, said point being the southwestern corner of parcel 25, thence in an easterly direction, approximately 319 feet to a point, said point being the southeastern corner of parcel 32 in common with the western right-of-way of Pueblo Drive, thence in a southerly direction, approximately 673 feet to a point, said point being the northeastern corner of parcel 39 in common with the western right-of-way of Pueblo Drive, thence in a westerly direction, approximately 146 feet to a point, said point being the northwestern corner of parcel 39, thence in a southerly direction, approximately 110 feet to a point, said point being the southwestern corner of parcel 39, thence in a southeasterly direction, approximately 111 feet to a point, said point being the southeastern corner of parcel 39 in common with the western right-of-way of Pueblo Drive, thence in a southwesterly direction, approximately 181 feet to a point, said point being the southern corner of parcel 40, thence in a northwesterly direction, following the northeastern right-of-way of Warrior Falls Drive, approximately 1,480 feet to a point, thence in a southwesterly direction, crossing Warrior Falls Drive, approximately 50 feet to the point of BEGINNING, and being all of parcels 25, 28, 29, 31, 31, and 39, Tax Map 78A, and the portion of Warrior Falls Drive, approximately 1,525 feet in length, a portion of Pueblo Drive, approximately 1,404 feet in length, and a portion of Arrowhead Drive, approximately 200 feet in length as shown on the April 2008 Sullivan County tax maps.

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

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

SECTION I. That a Plan of Services for the Warrior Falls 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:

**Warrior Falls Annexation  
Plan of Services**

**1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

- C. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- D. The Kingsport Police Department is currently accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- E. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- F. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- G. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, and drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

## 2. **Fire Protection**

- A. On the effective date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a city government.
- B. The City of Kingsport Fire Department is currently an Internationally Accredited Agency, one of only two in the State of Tennessee. It operates 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. It is staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating generally saving its residents the most possible on their homeowner insurance rates. The response time average is approximately 4 minutes 15 seconds after the call is received from the dispatch center.

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

3. **Water**

- A. Water will be billed at in city rates rather than out of city rates, which will currently result in a reduction of approximately 50% in water rates for annexed citizens already receiving city water. Those not currently receiving city water will have to obtain a water-tap in order to obtain city water. There are payment plans for both water and sewer taps offered by the city.
- B. The installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant with an average daily demand of 15 MGD leaving a surplus of approximately 13 MGD for increased demand. Additionally the Water Department operates 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department currently meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- E. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, and American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. **Electricity**

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

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer currently serves the annexation area.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant is undergoing 20 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 7 days a week, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed by a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, and American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. **Solid Waste Disposal**

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

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- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are

available on a 24 hour basis for major emergency call-outs.

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

8. **Recreational Facilities**

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

programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

- E. The City of Kingsport Greenbelt is a linear park approximately eleven (11) miles long and connects residential neighborhoods, traditional parks, downtown, commercial districts, schools and activity centers. A special feature of this unique park is a pathway for pedestrian and bicycle uses as the pathway meanders through marshlands, glides across meadows, and passes by sites of historical and aesthetic significance. The Greenbelt security is furnished by Kingsport Police Department bike patrols and volunteer citizens. The Greenbelt's operation and development is guided by a citizen advisory committee and the Kingsport Parks and Recreation Department.

9. **Street Lighting**

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

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals of zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. **Schools**

- A. Upon annexation, children residing in the annexed area will be allowed to attend City of Kingsport schools or remain in county schools.
- B. Tuition paid by non-city residents now attending city schools will cease upon the effective date of annexation and those students may continue to attend city schools as long as they remain residents of the City of Kingsport without charge until graduation.
- C. Children at all grade levels who live in annexed territory may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles

from their designated school, beginning with the school year following annexation.

- D. Kingsport City schools offer several educational programs for pre-kindergarten children ages three and four. In addition there are programs offered for pre-school children who are identified with special educational needs. Two City schools maintain Early Childhood Learning Centers; a before and after school program for infants, ages six months to school age. Several elementary schools offer enrichment programs after school hours and some of these include ballet, dance, photography, guitar, crafts, string instruments, technology and computer applications, gardening and cooking. Many of the schools offer wellness and physical activities with their after school programs at this level. Additionally each elementary school has offerings in Spanish and specialized reading programs for all grade levels.
- E. Kingsport middle schools John Sevier and Ross N. Robinson offer academic and enrichment programs that are similar and build upon the after school programs that started in elementary schools. In addition, after school extra curricular activities begin at the middle school level. Both Kingsport Middle Schools offer instruction in string orchestra, maintaining the only program of this nature in the region.
- F. The high school level offers an abundance of after school programs and currently include; credit recovery classes, on-line course work, tutoring and homework assistance, writing labs and computer lab accessibility, field trips and recreational and team games. Extra curricular activities currently include athletics, cheerleading, dance teams, band, orchestra and chorus.
- G. Currently the City of Kingsport allocates approximately \$8 million per year to the City school system and all Kingsport city schools have been newly renovated, meeting all mandated codes. There is a nurse in every city school to serve the needs of the students.

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

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12. **Traffic Control**

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

13. **Inspection Services**

All inspection services now provided by the city on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed territory on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the city will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present city policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. **Leaf Removal**

The city will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other city residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the city's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on city projects for backfill and topsoil applications.

17. **Litter Control**

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

18. **Graffiti Control**

The city's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. **Building and Code Enforcement**

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

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

an active enforcement program for its citizens.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE  
CHERRY KNOLL ANNEXATION AREA OF THE CITY OF  
KINGSPORT, TENNESSEE

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

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

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

WHEREAS, a public hearing was held October 21, 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 October 6, 2008; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 7th Civil District of Sullivan County, Tennessee, commonly known as the Cherry Knoll Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 107.15, Tax Map 63F, thence in a northeasterly direction, approximately 657 feet to a point, said point being the northern corner of parcel 107.10, thence in a northerly direction, approximately 621 feet to a point, said point being the western corner of parcel 54, thence in a northwesterly direction, approximately 1,036 feet to a point, said point being the southwestern corner of parcel 8.14, thence, in a westerly direction, approximately 1,144 feet to a point, thence in a southwesterly direction, approximately 101 feet to a point, said point being the eastern corner of parcel 5, thence in a southwesterly direction, approximately 1,494 feet to a point, said point being the western corner of parcel 107.75, thence in a southeasterly direction, approximately 677 feet to a point, thence in a northeasterly direction, approximately 1,270 feet to a point, said point being the northern corner of parcel 107.50, thence in a northeasterly direction, approximately 1,122 feet to a point, said point being the northern corner of parcel 107.30, thence in a southeastern direction, approximately 797 feet to a point, said point being the eastern corner of parcel 107.30, thence in a southwestern direction, following the northern right-of-way of Field Crest Road, approximately 215 feet to a

point, thence in a southerly direction, crossing Fieldcrest Road, approximately 50 feet to a point, thence in a southeastern direction, following the western right-of-way of Lynn Road, approximately 4,815 feet to a point, said point being the western right-of-way of Lynn Road in common with the northern right-of-way of Browder Road, thence in a southwesterly direction, following the northwestern right-of-way of Browder Road, approximately 1,350 feet to a point, thence in a southeasterly direction, crossing Browder Road, approximately 55 feet to a point, thence in a northeastern direction, approximately 1,350 feet to a point, said point being the northern corner of parcel 98.90, thence in a northerly direction, crossing Browder Road, approximately 67 feet to a point, thence in a northeastern direction, following the eastern right-of-way of Lynn Road, approximately 4,850 feet to a point, said point being the intersection of the eastern right-of-way of Lynn Road and the southern right-of-way of Fieldcrest Road, thence in a northeastern direction, following the southern right-of-way of Fieldcrest Road, approximately 200 feet to a point, thence in a northerly direction, crossing Fieldcrest Road, approximately 50 feet to a point, thence in a northerly direction, approximately 797 feet to the point of BEGINNING, and being all of parcels 107.20 and 107.25, and a portion of parcels 107.40, 107.55, and 107.75, Tax Maps 63K, 63F, 63E, 63L, 63M, and 78D, and a portion of Fieldcrest Road, approximately 215 feet in length, a portion of Lynn Road, approximately 4,815 feet in length, and a portion of Browder Road, approximately 1,350 feet in length as shown on the April 2008 Sullivan County tax maps.

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

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

SECTION I. That a Plan of Services for the Cherry Knoll 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:

**Cherry Knoll Annexation  
Plan of Services**

1. **Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

- C. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- D. The Kingsport Police Department is currently accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- E. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- F. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- G. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, and drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

## 2. Fire Protection

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- B. The City of Kingsport Fire Department is currently an Internationally Accredited Agency, one of only two in the State of Tennessee. It operates 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. It is staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating generally saving its residents the most possible on their homeowner insurance rates. The response time average is approximately 4 minutes 15 seconds after the call is received from the dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of

annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.

- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
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- A. Water will be billed at in city rates rather than out of city rates, which will currently result in a reduction of approximately 50% in water rates for annexed citizens already receiving city water. Those not currently receiving city water will have to obtain a water-tap in order to obtain city water. There are payment plans for both water and sewer taps offered by the city.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.
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- D. The Department of Leisure Services has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi function areas, Community Centers, senior programs, Theater and Cultural Arts

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- E. Kingsport middle schools John Sevier and Ross N. Robinson offer academic and enrichment programs that are similar and build upon the after school programs that started in elementary schools. In addition, after school extra curricular activities begin at the middle school level. Both Kingsport Middle Schools offer instruction in string orchestra, maintaining the only program of this nature in the region.
- F. The high school level offers an abundance of after school programs and currently include; credit recovery classes, on-line course work, tutoring and homework assistance, writing labs and computer lab accessibility, field trips and recreational and team games. Extra curricular activities currently include athletics, cheerleading, dance teams, band, orchestra and chorus.
- G. Currently the City of Kingsport allocates approximately \$8 million per year to the City school system and all Kingsport city schools have been newly renovated, meeting all mandated codes. There is a nurse in every city school to serve the needs of the students.

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

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12. **Traffic Control**

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

13. **Inspection Services**

All inspection services now provided by the city on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed territory on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the city will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present city policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. **Leaf Removal**

The city will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other city residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the city's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on city projects for backfill and topsoil applications.

17. **Litter Control**

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

18. **Graffiti Control**

The city's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. **Building and Code Enforcement**

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

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

an active enforcement program for its citizens.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **RESOLUTION NO.**

### **A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE CLEEK ROAD ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE**

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

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

WHEREAS, a plan of services for the proposed annexation of the Cleek Road Property was submitted to the Kingsport Regional Planning Commission on October 16, 2008, for its consideration and a written report; and

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

WHEREAS, a public hearing was held December 2, 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 November 17, 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 10th Civil District of Sullivan County, Tennessee, commonly known as the Cleek Road Annexation, said area being bounded and further described as follows:

**Tract 1:**

**BEGINNING** at a point, said point being the southeastern corner of parcel 60.50, Tax Map 47D, in common with the northern right-of-way of Cleek Road, thence in a easterly direction, following the northern right-of-way of Cleek Road, approximately 750 feet to a point, thence in a northeasterly direction, approximately 500 feet to a point, thence in a southeasterly direction, approximately 300 feet to a point, thence in a southwesterly direction, approximately 530 feet to a point in common with the westerly right-of-way of Cleek Road, thence in a northwesterly direction, following the westerly right-of-way of Cleek Road, approximately 1,050 feet to a point, thence in a northerly direction, crossing Cleek Road, approximately 30 feet to the point of **BEGINNING**, and being a portion of parcel 60, Tax Map 47D, as well as a portion of Cleek Road, approximately 1,050 feet in length, as shown on the 2008 Sullivan County Tax Maps.

Tract 2:

BEGINNING at a point, said point being the northern corner of parcel 34, Tax Map 47E, thence in a northwesterly direction, approximately 240 feet to a point, thence in a southwesterly direction, approximately 840 feet to a point in common with the eastern right-of-way of Cleek Road, thence in a southeasterly direction, approximately 345 feet, following the eastern right-of-way of Cleek Road to a point, said point being the eastern right-of-way of Cleek Road in common with the northern boundary of parcel 54, thence in a northeasterly direction, approximately 265 feet to a point, thence in an easterly direction, approximately 165 feet, crossing a portion of parcel 54 to a point in common with parcel 34, thence in a northwesterly direction, approximately 95 feet to a point, said point being the western corner of parcel 34, thence in a northwesterly direction, approximately 230 feet to the point of BEGINNING, and being a portion of parcels 60 and 54, Tax Map 47E, as shown on the 2008 Sullivan County Tax Maps.

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

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

SECTION I. That a Plan of Services for the Cleek Road 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:

**Cleek Road Annexation  
Plan of Services**

**1. Police Protection**

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

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

## **2. Fire Protection**

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

Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.

- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

### **3. Water**

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

### **4. Electricity**

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

### **5. Sanitary Sewer**

- A. City of Kingsport sanitary sewer is installed and currently available. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.

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

#### **6. Solid Waste Disposal**

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

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

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.

- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

**8. Recreational Facilities**

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

**9. Street Lighting**

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

effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

**10. Zoning Services**

- A. The area will be zoned R-1B, Residential District.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

**11. Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

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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.

---

**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.

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

ADOPTED this the 16th day of December 2008.

ATTEST:

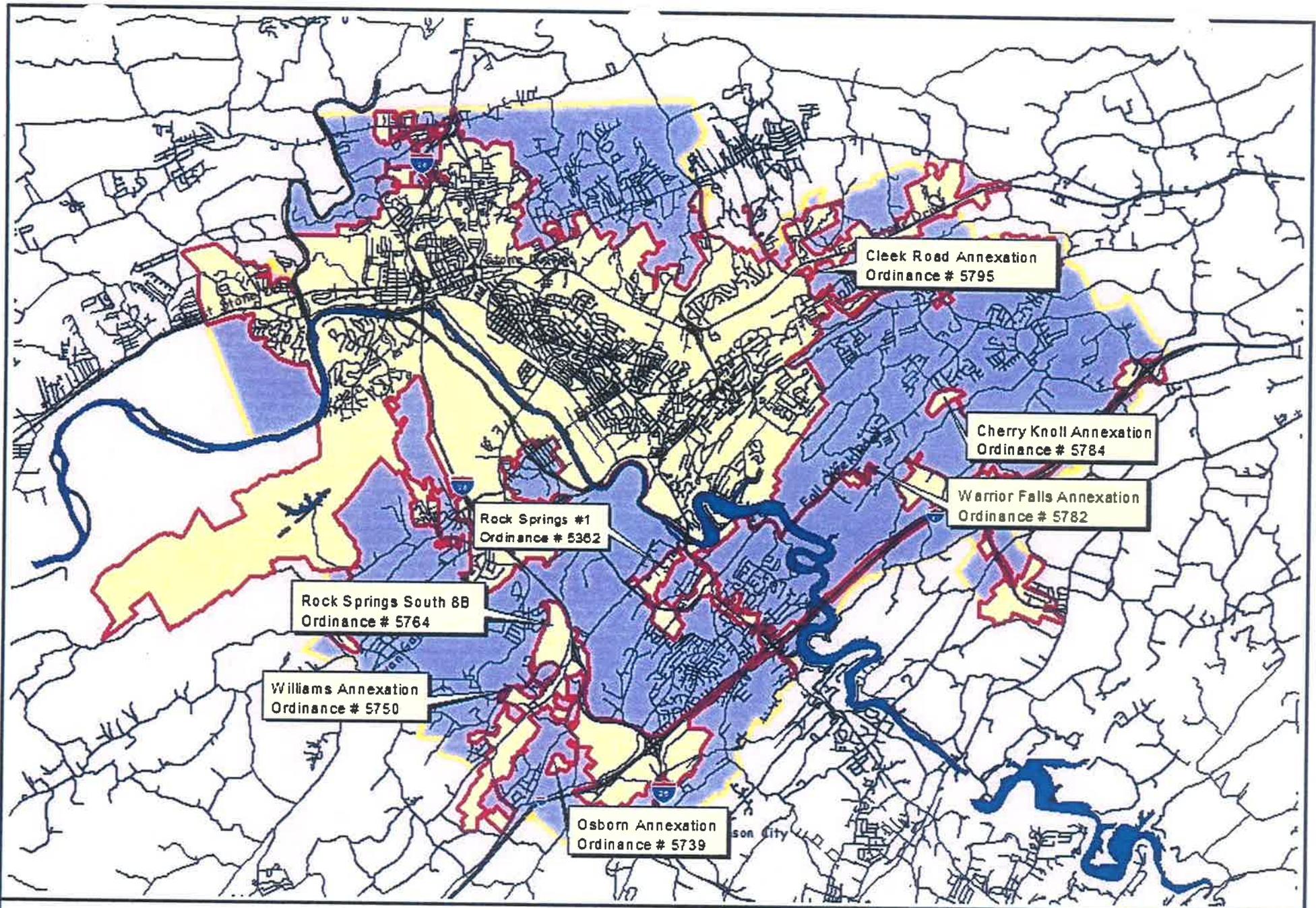
\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

ELIZABETH A. GILBERT  
Deputy City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, City Attorney



Cleek Road Annexation  
Ordinance # 5795

Cherry Knoll Annexation  
Ordinance # 5784

Warrior Falls Annexation  
Ordinance # 5782

Rock Springs #1  
Ordinance # 5362

Rock Springs South 8B  
Ordinance # 5764

Williams Annexation  
Ordinance # 5750

Osborn Annexation  
Ordinance # 5739



## July 2009 Plan of Service Update



2009 ANNEX A PLAN OF SERVICES ANNUAL UPDATE FOR JULY 2009  
Pursuant to Title Code Annotated 6-5-1-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

ANNEXATION PROJECT and LOCATION	ORD No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	FIRE and POLICE	CITY SCHOOLS	ELECTRICAL SERVICE	STREET MAINTENANCE	RECREATION FACILITIES	PLANNING & ZONING	STREET LIGHTING	SOLID WASTE
00-301-00011 Stapleton Drive	3260	Apr 20, 1990	Available	See Note 1	Available	Available	Available	Available	Available	Available	Available	Available
04-301-00002 Idle Hour Road/ Clint Street	3801	Feb 18, 1994	Available	See Note 1	Available	Available	Available	Available	Available	Available	Available	Available
02-301-00003 Bachman Property Sullivan Gardens Parkway	5100	May 15, 2003	Available	Available	Available	Available	Available	Available	Available	Available	See Note 3	Available
06-301-00003 Rook Springs Rd. Area # 1	5351 5362	Dec 31, 2006	Available	Dec. 31, 2010	Available	Available	Available	Available	Available	Available	Dec 1, 2010	Available
06-301-00001 Bridwell Annexation - Rock Springs	5395	Jun 2, 2006	Jun 2, 2011	Available	Available	Available	Available	Available	Available	Available	Jun 2, 2009	Available
06-301-00002 McKee Annexation - Memorial Blvd	5397	Jun 2, 2006	Jun 2, 2011	Available	Available	Available	Available	Available	Available	Available	Jun 2, 2009	Available
06-301-00004 Rock Springs South Area #2	5535	Apr 5, 2008	April 5, 2013	April 5, 2013	Available	Available	Available	Available	Available	Available	Available	Available
07-301-00002 Rock Springs South Area #1	5806	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
06-301-00005 Rock Springs South Area #3 North Side	5542	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
06-301-00007 Rock Springs South Area #5 South Side	5544	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
07-301-00003 Old Island Annexation	5589	Sep 20, 2007	Available	Available	Available	Available	Available	Available	Available	Available	July 1, 2009	Available
07-301-00020 Rock Springs South Area #3 South Side	5620	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
06-301-00006 Rock Springs South Area #4	5632	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
07-301-00012 Kendrick Annexation	5636	Feb 14, 2008	February 14, 2013	Available	Available	Available	Available	Available	Available	Available	February 14, 2013	Available
06-301-00022 Rock Springs South Area #5 North Side	5641	Feb. 13, 2009	Feb. 13, 2014	Feb. 13, 2014	Available	Available	Available	Available	Available	Available	Feb. 13, 2014	Available
07-301-00018 Meadows Annexation	5643	March 6, 2013	March 6, 2013	Available	Available	Available	Available	Available	Available	Available	Available	Available
07-301-00014 Preston Park Lot 9 Annexation	5651	March 20, 2008	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available
07-301-00017 Taylor Annexation	5653	March 20, 2008	March 20, 2013	Available	Available	Available	Available	Available	Available	Available	Available	Available
06-301-00008 Pierson Annexation	5728	September 19, 2008	Agreement	Agreement	Available	Available	Available	Available	Available	Available	Available	Available
06-301-00014 Willey Annexation	5730	September 19, 2008	September 19, 2013	September 19, 2013	Available	Available	Available	Available	Available	Available	Available	Available
06-301-00016 Rock Springs South Area # 6 Volunteer	5732	September 19, 2008	September 19, 2013	September 19, 2013	Available	Available	Available	Available	Available	Available	Available	Available
07-301-00007 Rock Springs South Area Volunteer #7 & 8	5691	July 4, 2008	July 4, 2013	July 4, 2013	Available	Available	Available	Available	Available	Available	Available	Available
06-301-00012 108 Annexation	5743	October 16, 2008	October 16, 2013	Available	Available	Available	Available	Available	Available	Available	October 16, 2013	Available
07-301-00004 Rock Springs South Area #6 Remaining	5754	LITIGATION										
07-301-00005 Rock Springs South Area #7 Remaining	5752	LITIGATION										
06-301-00019 Williams Annexation	5750	Nov 7, 2008	Nov 7, 2013	Nov 7, 2013	Available	Available	Available	Available	Available	Available	Available	Available
06-301-00010 Osborn Annexation	5739	October 16, 2008	October 16, 2013	October 16, 2013	Available	Available	Available	Available	Available	Available	Available	Available
06-301-00023 Rock Springs South Area #8A	5763	LITIGATION										
06-301-00024 Rock Springs South Area #8B	5765	November 21, 2008	November 21, 2013	November 21, 2013	Available	Available	Available	Available	Available	Available	November 21, 2013	Available
06-301-00025 Rock Springs South Area #8C	5763	LITIGATION										
06-301-00021 Warrior Falls Annexation	5782	Dec 4, 2008	December 4, 2013	Available	Available	Available	Available	Available	Available	Available	December 4, 2013	Available
06-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	December 4, 2013	December 4, 2013	Available	Available	Available	Available	Available	Available	December 4, 2013	Available
06-301-00022 Cleek Road Annexation	5795	Jan 16, 2009	Jan 16, 2014	Available	Available	Available	Available	Available	Available	Available	Jan 16, 2014	Available

## EXATION PLAN OF SERVICES UPDATE: ANNEXATIONS BY THE CITY OF KINGSPORT TENNESSEE

Pursuant to Tennessee Code Annotated 6-51-106, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services. Furthermore, pursuant to Tennessee Code Annotated 6-51-106, a Public Hearing will be held at the March 24, 2009, Board of Mayor and Alderman meeting at City Hall, to report on the progress of adopted Plans of Services.

ANNEXATION PROJECT and LOCATION	ORD No.	EFFECTIVE DATE	TRAFFIC CONTROL	INSPECTION SERVICES	ANIMAL CONTROL	STORM SEWERS	LEAF & LITTER SERVICES	GRAFFITI CONTROL	OTHER SERVICES
00-301-00011 Stapleton Drive	3250	Apr 20, 1990	Available	Available	Available	Available	Available	Available	Available
04-301-00002 Idle Hour Road/ Clint Street	3801	Feb 18, 1994	Available	Available	Available	Available	Available	Available	Available
02-301-00003 Bachman Property Sullivan Gardens Parkway	5100	May 15, 2003	Available	Available	Available	Available	Available	Available	Available
05-301-00003 Rock Springs Rd. Area # 1	5351 5362	Dec 31, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00001 Bridwell Annexation - Rock Springs	5395	Jun 2, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00002 Mckee Annexation - Memorial Blvd	5397	Jun 2, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00004 Rock Springs South Area #2	5535	Apr 5, 2008	Available	Available	Available	Available	Available	Available	Available
07-301-00002 Rock Springs South Area #1	5606	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
06-301-00005 Rock Springs South Area #3 North Side	5542	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
08-301-00007 Rock Springs South Area #5 South Side	5544	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
07-301-00003 Old Island Annexation	5589	Sep 20, 2007	Available	Available	Available	Available	Available	Available	Available
07-301-00020 Rock Springs South Area #3 South Side	5620	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
06-301-00008 Rock Springs South Area #4	5632	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
07-301-00012 Kendrick Annexation	5638	Feb 14, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00022 Rock Springs South Area #5 North Side	5641	Feb. 13, 2009	Available	Available	Available	Available	Available	Available	Available
07-301-00018 Meadows Annexation	5643	March 6, 2013	Available	Available	Available	Available	Available	Available	Available
07-301-00014 Preston Park Lot 9 Annexation	5651	March 20, 2008	Available	Available	Available	Available	Available	Available	Available
07-301-00017 Taylor Annexation	5653	March 20, 2008	Available	Available	Available	Available	Available	Available	Available
06-301-00008 Pierson Annexation	5728	September 19, 2013	Available	Available	Available	Available	Available	Available	Available
06-301-00014 Willey Annexation	5730	September 19, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00015 Rock Springs South Area # 6 Volunteer	5732	September 19, 2008	Available	Available	Available	Available	Available	Available	Available
07-301-00007 Rock Springs South Area Volunteer #7&8	5691	July 4, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00012 108 Annexation-Warrior Falls Sub.	5743	Oct 18, 2008	Available	Available	Available	Available	Available	Available	Available
07-301-00004 Rock Springs South Area #6 Remaining	5754	Litigation							
07-301-00005 Rock Springs South Area #7 Remaining	5752	Litigation							
08-301-00019 Williams Annexation	5750	Nov 7, 2008	Nov 7, 2013	Nov. 7, 2013	Available	Available	Available	Available	Available
08-301-00010 Osborn Annexation	5739	October 16, 2008	October 16, 2013	October 16, 2013	Available	Available	Available	Available	Available
08-301-00023 Rock Springs South Area #8A	5763	LITIGATION							
08-301-00024 Rock Springs South Area #8B	5765	November 21, 2008	November 21, 2013	November 21, 2013	Available	Available	Available	Available	Available
08-301-00025 Rock Springs South Area #8C	5763	LITIGATION							
06-301-00021 Warrior Falls Annexation	5782	Dec 4, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	Available	Available	Available	Available	Available	Available	Available
08-301-00022 Cleek Road Annexation	5795	Jan 16, 2009	Available	Available	Available	Available	Available	Available	Available

## NOTES:

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



**AGENDA ACTION FORM**

**Public Hearing and Consideration of an Ordinance to Amend Kingsport City Code Section 114-68 Pertaining to Powers of the Board of Zoning Appeal**

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

Action Form No.: AF-220-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009  
 Final Adoption: August 4, 2009  
 Staff Work By: Combs, Billingsley  
 Presentation By: Karen Combs

**Recommendation:**

- Hold a public hearing
- Approve the ordinance

**Executive Summary:**

The request is to amend section 114-68 of the the Kingsport City Code regarding the powers of the Kingsport Board of Zoning Appeals. In review of the zoning code for Kingsport pertaining to the Board of Zoning Appeals, staff realized that the powers granted by the ordinance which was approved in 1981 by the Board of Mayor and Alderman limits the authority of the Board of Zoning Appeals to grant only dimensional variances to property. This ordinance is considerable more restrictive that what TCA 13-7-109 allows. Planning staff, at the request of the Board of Zoning Appeals, asked the City Attorney to draft changes to the ordinance to reflect the state provision of powers granted to the Board of Zoning Appeals. The Kingsport Regional Planning Commission unanimously sent a favorable recommendation for this request during their June 18, 2009 meeting to the Board of Mayor and Alderman. The Notice of Public Hearing was published July 3, 2009.

**Attachments:**

1. Staff Report
2. Notice of Public Hearing
3. Section 114-68 with changes highlighted
4. Zoning Ordinance

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

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

## MEMORANDUM

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION  
**FROM:** KAREN B. COMBS, SENIOR PLANNER  
**SUBJECT:** ZONING TEXT AMENDMENT  
**DATE:** 6/09/09  
**PROJECT NO:** 09-801-00003

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### **INTRODUCTION**

Consider recommending the proposed zoning text amendments regarding the Board of Zoning Appeals to the Kingsport Board of Mayor and Aldermen.

### **PRESENTATION**

In review of zoning text performed by staff throughout the year, it has come to the attention of staff that the ordinance pertaining to the Board of Zoning Appeals does not follow State law. Staff requested to the City Attorney to draft changes to the ordinance to reflect the state provision pertaining to the Board of Zoning Appeals.

### **OPTIONS**

The Planning Commission's options are as follows:

1. Recommend the zoning amendments to the Kingsport Board of Mayor and Aldermen.
2. Deny approval and state the reasons for denial in writing.
3. Postpone action pending receipt of additional information.

### **RECOMMENDATION**

Option 1. **Recommend approval** for the following reason:

1. This ordinance conforms with TCA 13-7-109.

## **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, July 21, 2009, to consider an ordinance to amend the Code of Ordinances, City of Kingsport, Tennessee, Chapter 114-68(3) relating to the powers of the Board of Zoning Appeals. 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.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT  
Liz Gilbert, City Clerk  
P1T: 7/03/09

Sec. 114-68. Powers.

The board of zoning appeals shall have the following powers:

(1) *Administrative review.* To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, permit, decision or refusal made by the building official or other administrative official in carrying out or enforcing any section of this chapter and for interpretation of the zoning map and text.

(2) *Conditional uses or special exceptions.* To hear and decide applications for conditional uses or special exceptions as specified in this chapter and for decisions on any special questions upon which the board of zoning appeals is specially authorized to pass by this chapter.

(3) *Dimensional vVariances.* Except as provided herein Tto hear and decide applications for dimensional variance from the terms of this chapter, because of exceptional narrowness, shallowness or shape of a specific piece of property which on June 16, 1981, was a lot of record or where, because of exceptional topographic conditions or other extraordinary or exceptional situation or condition of a piece of property, the strict application of this chapter would result in peculiar and exceptional practical difficulties to exception or undue hardship upon the owner of such property, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this chapter. In granting a variance the board may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable in furtherance of the purposes of this chapter. Before any variance is granted, the board must find all of the following, which shall be recorded, along with any imposed conditions or restrictions, in minutes and records and issued in written form to the applicant to constitute proof of the dimensional variance:

- a. The specific conditions in detail which are unique to the applicant's land.
- b. The manner in which the strict application of this chapter would deprive the applicant of a reasonable use of the land.
- c. The unique conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption or amendment of this chapter.
- d. Reasons that the variance will preserve, not harm, the public safety and welfare and will not alter the essential character of the neighborhood.

Further, a variance may be granted only if the Board finds that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zoning plan and this chapter. Variances shall not be granted permitting an increase in floor area or density above the maximum permitted by the zoning district; allowing a use other than those specifically authorized by this chapter in the applicable zoning district; or from the denial of a zoning permit when such denial is due to the fact that such lot has no frontage on a public street unless such lot was a lot of record on June 16, 1981.

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-68 RELATING TO THE POWERS OF THE BOARD OF ZONING APPEALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 114-68(3) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

(3) *Variances*. Except as provided herein to hear and decide applications for variance from the terms of this chapter, because of exceptional narrowness, shallowness or shape of a specific piece of property which on June 16, 1981, was a lot of record or where, because of exceptional topographic conditions or other extraordinary or exceptional situation or condition of a piece of property, the strict application of this chapter would result in peculiar and exceptional practical difficulties to exception or undue hardship upon the owner of such property, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this chapter. In granting a variance the board may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable in furtherance of the purposes of this chapter. Before any variance is granted, the board must find all of the following, which shall be recorded, along with any imposed conditions or restrictions, in minutes and records and issued in written form to the applicant to constitute proof of the variance:

- a. The specific conditions in detail which are unique to the applicant's land.
- b. The manner in which the strict application of this chapter would deprive the applicant of a reasonable use of the land.
- c. The unique conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption or amendment of this chapter.
- d. Reasons that the variance will preserve, not harm, the public safety and welfare and will not alter the essential character of the neighborhood.

SECTION II. That Section 114-68 of the Code of Ordinances, City of Kingsport, Tennessee, is further amended by adding at the end of the section the following:

Further, a variance may be granted only if the board finds that such relief may be granted without substantial detriment to the public good and

without substantially impairing the intent and purpose of the zoning plan and this chapter. Variances shall not be granted permitting an increase in floor area or density above the maximum permitted by the zoning district; allowing a use other than those specifically authorized by this chapter in the applicable zoning district; or from the denial of a zoning permit when such denial is due to the fact that such lot has no frontage on a public street unless such lot was a lot of record on June 16, 1981.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



AGENDA ACTION FORM

**Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the RS3 Annexation and Consideration of a Resolution Adopting the Plan of Services**

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

Action Form No.: AF: 231-2009  
Work Session: July 20, 2009  
First Reading: July 21, 2009  
Final Adoption: August 4, 2009  
Staff Work By: K. Weems  
Presentation By: K. Weems

**Recommendation:**

- Hold public hearing
- Approve ordinance for the RS3 annexation
- Approve ordinance amending the zoning ordinance for the RS3 annexation
- Approve resolution adopting a plan of services for the annexation area

**Executive Summary:**

This is the "RS3" annexation of approximately 49 acres along Rock Springs Road with an approximate population of thirty two (32) residents (vacant land single family uses). The current county zoning of the area is 1 (Agricultural & Residential). The proposed city zoning for the area is R-1B (Single Family). Both water and sanitary sewer require an upgrade for this annexation. During their June 2009 regular meeting, the Kingsport Regional Planning Commission voted (7-1) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received zero opposition as of July 13, 2009. The Notice of Public Hearing was published on July 6, 2009.

**Attachments:**

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

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

**ANNEXATION REPORT**  
**RS3 ANNEXATION, FILE: 09-301-00007**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** Ken Weems, Planner

**DATE:** 4 June 2009

**APPLICANT:** City of Kingsport

**REQUESTED ACTION:** City initiated annexation and zoning to an R-1B, Single Family District, of approximately 49 acres.

**LOCATION:** The property is located on the west side of Rock Springs Road, best described as Tax Map 119, Parcels 12, 13, 14, 15, 15.01, 15.02, 16, 17.50, 18, 18.50, 19, 19.20, 20, 20.05, 20.10, 20.15, and a portion of parcels 15.10, 16.10, and 17.

**EXISTING LAND USE:** Single Family Residential and vacant land

**PROPOSED USE:** same

**SURROUNDING ZONING DISTRICTS & LAND USES:**

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

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

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

**TRANSPORTATION:** There are no streets included in the annexation area

**POPULATION:** The annexation area contains approximately 32 residents (19 total parcels/ 16 whole parcels).

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

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

**STAFF RECOMMENDATION:**

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

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, July 21, 2009, to consider the annexation, zoning, and plan of services for the RS3 annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

*BEGINNING at a point, said point being the northeast corner of parcel 12, Tax Map 119H; thence in a southerly direction, following the western right-of-way of Rock Springs Road, approximately 3,910 feet to a point, said point being the southern corner of parcel 19 in common with the western right-of-way of Rock Springs Road; thence in a northwesterly direction, approximately 650 feet to a point, thence in a northeasterly direction, approximately 150 feet to a point, thence in a northwesterly direction, approximately 850 feet to a point, said point being the western corner of parcel 17.50; thence in a northeasterly direction, approximately 730 feet to a point, said point being approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a northwesterly direction, following approximately 10 feet west and parallel of the western right-of-way of Rock Springs Road, approximately 250 feet to a point, said point lying on the parcel boundary of parcel 16, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a southwesterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, approximately 210 feet to a point, said point being the western corner of parcel 16; thence in a northeasterly direction, approximately 280 feet to a point, said point lying on the parcel boundary of parcel 16, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a northwesterly direction, following approximately 10 feet west and parallel to the western right-of-way of Rock Springs Road, approximately 135 feet to a point, said point lying on the parcel boundary of parcel 15.02, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a southwesterly direction, approximately 1680 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 11; thence in a southeasterly direction, approximately 450 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 15.10; thence in a southwesterly direction, approximately 650 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 11; thence in a southeasterly direction, approximately 190 feet to a point, said point lying on the boundary of parcel 17, approximately 10 feet east of parcel 11; thence in a westerly direction, approximately 10 feet to a point, said point being the southwestern corner of parcel 17; thence in a northwesterly direction, approximately 200 feet to a point; thence in a northeasterly direction, approximately 650 feet to a point, said point being in common with the parcel boundary of parcel 15.10; thence in a northwesterly direction, approximately 750 feet to a point, said point being the western corner of parcel 15.02; thence in a northeasterly direction, approximately 520 feet to a point; thence in a northwesterly direction, approximately 160 feet to a point; thence in a northeasterly direction, approximately 950 feet to a point, said point being the western corner of parcel 14; thence in a northeasterly direction, following the parcel boundary of parcel 14, approximately 710 feet to a point, said point lying on the parcel boundary of parcel 13; thence in a northerly direction, approximately 200 feet to a point, said point being the northwest corner of parcel 12; thence in an easterly direction, approximately 170 feet to the point of BEGINNING, and being all of parcels 12, 13, 14, 15, 15.01, 15.02, 16, 17.50, 18, 18.50, 19, 19.20, 20, 20.05, 20.10, 20.15, as*

*well as portions of parcels 15.10, 16.10, and 17 as shown on the April 2008 Sullivan County Tax Maps.*

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

CITY OF KINGSPORT  
Liz Gilbert, City Clerk  
P1T: 7/6/09

**Rock Springs 2009 Annexation Area**

**COST/BENEFIT ANALYSIS (tax records as of 2 April 2009)**

Revenues	One Time	Reoccurring	
Property Taxes	X	\$193,225.00	
State Shared	X	\$61,050.00	550 res x 111 (estimated)
Sewer Tap Fees	\$430,950.00	X	221 homes total
<b>Total</b>	<b>\$430,950.00</b>	<b>\$254,275.00</b>	

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

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

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

**AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 15<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS3 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 21st day of July, 2009, and notice thereof published in the Kingsport Times-News on the 6th day of July, 2009; and

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

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

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

WHEREAS, a plan of services for this area was adopted by Resolution the 21st day of July, 2009 as required by Tenn. Code Ann., 6-51-102, et seq.

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

**SECTION I.** Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 15 of Sullivan County, Tennessee, and more fully described to-wit:

**BEGINNING** at a point, said point being the northeast corner of parcel 12, Tax Map 119H; thence in a southerly direction, following the western right-of-way of Rock Springs Road, approximately 3,910 feet to a point, said point being the southern corner of parcel 19 in common with the western right-of-way of Rock Springs Road; thence in a northwesterly direction, approximately 650 feet to a point, thence in a northeasterly direction, approximately 150 feet to a point, thence in a northwesterly direction, approximately 850 feet to a point, said point being the western corner of parcel 17.50; thence in a northeasterly direction, approximately 730 feet to a point, said point being approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a northwesterly direction, following approximately 10 feet west and parallel of the western right-of-way of Rock Springs Road, approximately 250 feet to a point, said point lying on the parcel boundary of parcel 16, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a southwesterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, approximately 210 feet to a point, said point being the western corner of parcel 16; thence in a

northeasterly direction, approximately 280 feet to a point, said point lying on the parcel boundary of parcel 16, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a northwesterly direction, following approximately 10 feet west and parallel to the western right-of-way of Rock Springs Road, approximately 135 feet to a point, said point lying on the parcel boundary of parcel 15.02, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a southwesterly direction, approximately 1680 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 11; thence in a southeasterly direction, approximately 450 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 15.10; thence in a southwesterly direction, approximately 650 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 11; thence in a southeasterly direction, approximately 190 feet to a point, said point lying on the boundary of parcel 17, approximately 10 feet east of parcel 11; thence in a westerly direction, approximately 10 feet to a point, said point being the southwestern corner of parcel 17; thence in a northwesterly direction, approximately 200 feet to a point; thence in a northeasterly direction, approximately 650 feet to a point, said point being in common with the parcel boundary of parcel 15.10; thence in a northwesterly direction, approximately 750 feet to a point, said point being the western corner of parcel 15.02; thence in a northeasterly direction, approximately 520 feet to a point; thence in a northwesterly direction, approximately 160 feet to a point; thence in a northeasterly direction, approximately 950 feet to a point, said point being the western corner of parcel 14; thence in a northeasterly direction, following the parcel boundary of parcel 14, approximately 710 feet to a point, said point lying on the parcel boundary of parcel 13; thence in a northerly direction, approximately 200 feet to a point, said point being the northwest corner of parcel 12; thence in an easterly direction, approximately 170 feet to the point of BEGINNING, and being all of parcels 12, 13, 14, 15, 15.01, 15.02, 16, 17.50, 18, 18.50, 19, 19.20, 20, 20.05, 20.10, 20.15, as well as portions of parcels 15.10, 16.10, and 17 as shown on the April 2008 Sullivan County Tax Maps.

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD TP R-1B, RESIDENTIAL DISTRICT IN THE 15<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Rock Springs Road to R-1B, Residential District in the 15<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 12, Tax Map 119H; thence in a southerly direction, following the western right-of-way of Rock Springs Road, approximately 3,910 feet to a point, said point being the southern corner of parcel 19 in common with the western right-of-way of Rock Springs Road; thence in a northwesterly direction, approximately 650 feet to a point, thence in a northeasterly direction, approximately 150 feet to a point, thence in a northwesterly direction, approximately 850 feet to a point, said point being the western corner of parcel 17.50; thence in a northeasterly direction, approximately 730 feet to a point, said point being approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a northwesterly direction, following approximately 10 feet west and parallel of the western right-of-way of Rock Springs Road, approximately 250 feet to a point, said point lying on the parcel boundary of parcel 16, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a southwesterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, approximately 210 feet to a point, said point being the western corner of parcel 16; thence in a northeasterly direction, approximately 280 feet to a point, said point lying on the parcel boundary of parcel 16, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a northwesterly direction, following approximately 10 feet west and parallel to the western right-of-way of Rock Springs Road, approximately 135 feet to a point, said point lying on the parcel boundary of parcel 15.02, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a southwesterly direction, approximately 1680 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 11; thence in a southeasterly direction, approximately 450 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 15.10; thence in a southwesterly direction, approximately 650 feet to a point, said

point lying approximately 10 feet northeast of the parcel boundary of parcel 11; thence in a southeasterly direction, approximately 190 feet to a point, said point lying on the boundary of parcel 17, approximately 10 feet east of parcel 11; thence in a westerly direction, approximately 10 feet to a point, said point being the southwestern corner of parcel 17; thence in a northwesterly direction, approximately 200 feet to a point; thence in a northeasterly direction, approximately 650 feet to a point, said point being in common with the parcel boundary of parcel 15.10; thence in a northwesterly direction, approximately 750 feet to a point, said point being the western corner of parcel 15.02; thence in a northeasterly direction, approximately 520 feet to a point; thence in a northwesterly direction, approximately 160 feet to a point; thence in a northeasterly direction, approximately 950 feet to a point, said point being the western corner of parcel 14; thence in a northeasterly direction, following the parcel boundary of parcel 14, approximately 710 feet to a point, said point lying on the parcel boundary of parcel 13; thence in a northerly direction, approximately 200 feet to a point, said point being the northwest corner of parcel 12; thence in an easterly direction, approximately 170 feet to the point of BEGINNING, and being all of parcels 12, 13, 14, 15, 15.01, 15.02, 16, 17.50, 18, 18.50, 19, 19.20, 20, 20.05, 20.10, 20.15, as well as portions of parcels 15.10, 16.10, and 17 as shown on the April 2008 Sullivan County Tax Maps.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

## **RESOLUTION NO.**

### **A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RS3 ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE**

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

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

WHEREAS, a plan of services for the proposed RS3 annexation was submitted to the Kingsport Regional Planning Commission on June 18, 2009, for its consideration and a written report; and

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

WHEREAS, a public hearing was held July 21, 2009; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on July 6, 2009; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 15th Civil District of Sullivan County, Tennessee, commonly known as the RS3 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 12, Tax Map 119H; thence in a southerly direction, following the western right-of-way of Rock Springs Road, approximately 3,910 feet to a point, said point being the southern corner of parcel 19 in common with the western right-of-way of Rock Springs Road; thence in a northwesterly direction, approximately 650 feet to a point, thence in a northeasterly direction, approximately 150 feet to a point, thence in a northwesterly direction, approximately 850 feet to a point, said point being the western corner of parcel 17.50; thence in a northeasterly direction, approximately 730 feet to a point, said point being approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a northwesterly direction, following approximately 10 feet west and parallel of the western right-of-way of Rock Springs Road, approximately 250 feet to a point, said point lying on the parcel boundary of parcel 16,

approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a southwesterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, approximately 210 feet to a point, said point being the western corner of parcel 16; thence in a northeasterly direction, approximately 280 feet to a point, said point lying on the parcel boundary of parcel 16, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a northwesterly direction, following approximately 10 feet west and parallel to the western right-of-way of Rock Springs Road, approximately 135 feet to a point, said point lying on the parcel boundary of parcel 15.02, approximately 10 feet southwest of the western right-of-way of Rock Springs Road; thence in a southwesterly direction, approximately 1680 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 11; thence in a southeasterly direction, approximately 450 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 15.10; thence in a southwesterly direction, approximately 650 feet to a point, said point lying approximately 10 feet northeast of the parcel boundary of parcel 11; thence in a southeasterly direction, approximately 190 feet to a point, said point lying on the boundary of parcel 17, approximately 10 feet east of parcel 11; thence in a westerly direction, approximately 10 feet to a point, said point being the southwestern corner of parcel 17; thence in a northwesterly direction, approximately 200 feet to a point; thence in a northeasterly direction, approximately 650 feet to a point, said point being in common with the parcel boundary of parcel 15.10; thence in a northwesterly direction, approximately 750 feet to a point, said point being the western corner of parcel 15.02; thence in a northeasterly direction, approximately 520 feet to a point; thence in a northwesterly direction, approximately 160 feet to a point; thence in a northeasterly direction, approximately 950 feet to a point, said point being the western corner of parcel 14; thence in a northeasterly direction, following the parcel boundary of parcel 14, approximately 710 feet to a point, said point lying on the parcel boundary of parcel 13; thence in a northerly direction, approximately 200 feet to a point, said point being the northwest corner of parcel 12; thence in an easterly direction, approximately 170 feet to the point of BEGINNING, and being all of parcels 12, 13, 14, 15, 15.01, 15.02, 16, 17.50, 18, 18.50, 19, 19.20, 20, 20.05, 20.10, 20.15, as well as portions of parcels 15.10, 16.10, and 17 as shown on the April 2008 Sullivan County Tax Maps.

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

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

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

SECTION I. That a Plan of Services for the RS3 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:

**RS3 Annexation  
Plan of Services**

**1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

**2. Fire Protection**

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

### **3. Water**

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

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

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

#### **4. Electricity**

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

#### **5. Sanitary Sewer**

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

#### **6. Solid Waste Disposal**

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

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

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

## **8. Recreational Facilities**

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

#### **9. Street Lighting**

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

#### **10. Zoning Services**

- A. The area will be zoned R-1B (Residential District).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals the to Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

#### **11. Schools**

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

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

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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 21st day of July 2009.

ATTEST:

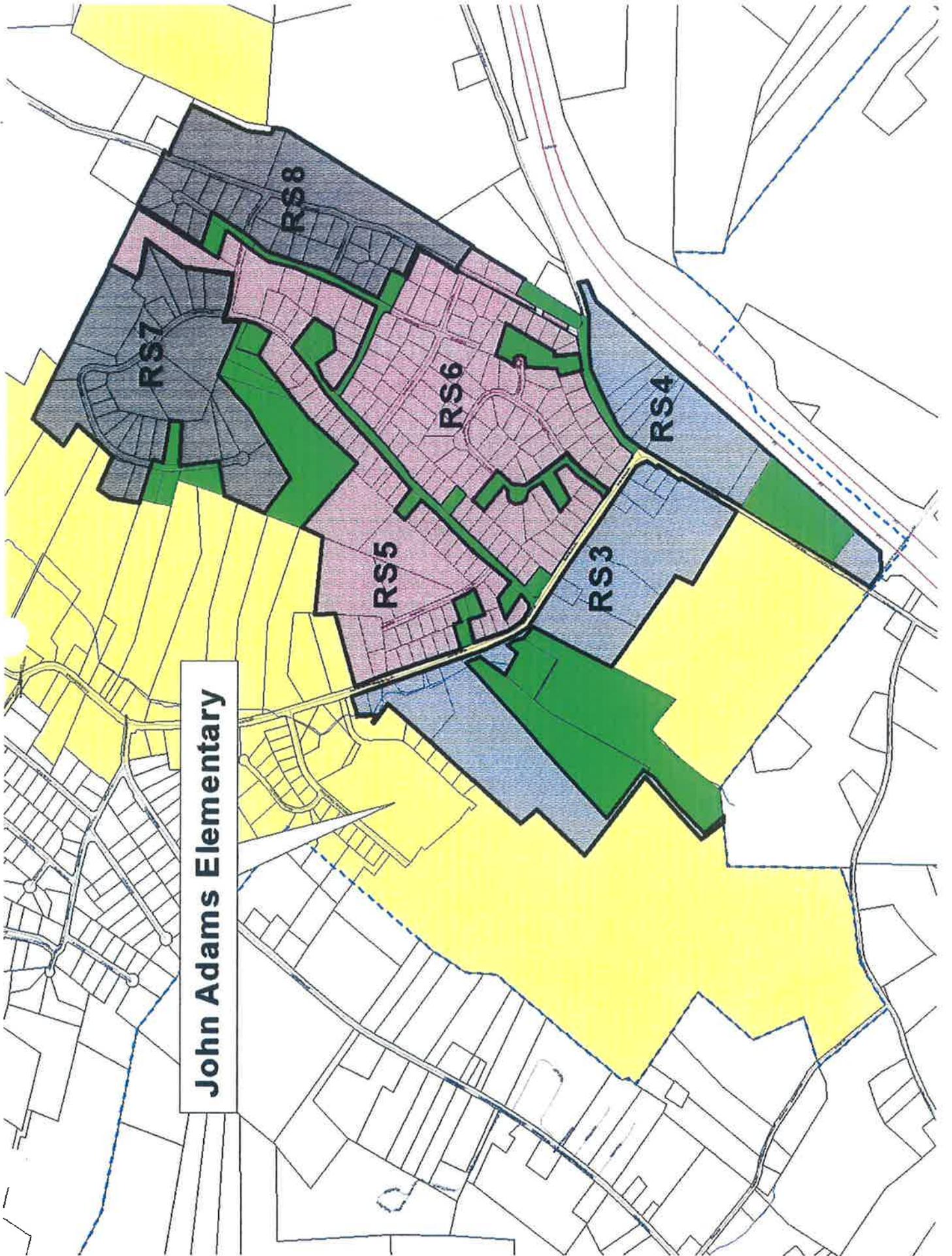
\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

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

APPROVED AS TO FORM:

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

**John Adams Elementary**





## Rationale

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



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the RS4 Annexation and Consideration of a Resolution Adopting the Plan of Services

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

Action Form No.: AF: 232-2009  
Work Session: July 20, 2009  
First Reading: July 21, 2009

Final Adoption: August 4, 2009  
Staff Work By: K. Weems  
Presentation By: K. Weems

**Recommendation:**

- Hold public hearing
- Approve ordinance for the RS4 annexation
- Approve ordinance amending the zoning ordinance for the RS4 annexation
- Approve resolution adopting a plan of services for the annexation area

**Executive Summary:**

This is the "RS4" annexation of approximately 23 acres along Rock Springs Road and Snapps Ferry Road with an approximate population of fifteen (15) residents (vacant land single family uses). The current county zoning the area is A-1 (Agricultural & Residential). The proposed city zoning for the area is R-1B (Single Family). Both water and sanitary sewer require an upgrade for this annexation. During their June 2009 regular meeting, the Kingsport Regional Planning Commission voted (7-1) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received zero opposition as of July 13, 2009. The Notice of Public Hearing was published on July 6, 2009.

**Attachments:**

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

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

**ANNEXATION REPORT  
RS4 ANNEXATION, FILE: 09-301-00008**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** Ken Weems, Planner

**DATE:** 4 June 2009

**APPLICANT:** City of Kingsport

**REQUESTED ACTION:** City initiated annexation and zoning to an R-1B, Single Family District, of approximately 23 acres.

**LOCATION:** The property is located on the south side of Rock Springs Road, best described as Tax Map 119, Parcels 84, 85, 85.30, 1, 2, 3, 4, & 85.50.

**EXISTING LAND USE:** Single Family Residential and vacant land

**PROPOSED USE:** same

**SURROUNDING ZONING DISTRICTS & LAND USES:**

**General:** The annexation area is surrounded by County A-1 (Agricultural), County R-1 (Single Family), and Interstate 81 right-of-way (southern border of the annexation area).

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

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

**TRANSPORTATION:** There are no streets included in the annexation area

**POPULATION:** The annexation area contains 15 residents (8 total parcels).

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

1. Send a favorable recommendation for annexation to the Board of Mayor and Alderman.

2. Recommend disapproving the annexation, stating the reasons in writing.
3. Postpone action until additional information is presented.

**STAFF RECOMMENDATION:**

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

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, July 21, 2009, to consider the annexation, zoning, and plan of services for the RS4 annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

### Tract 1

*BEGINNING at a point, said point being the northern corner of parcel 84, Tax Map 119P; thence in a southeasterly direction, approximately 310 feet to a point, said point being the eastern corner of parcel 84 in common with the northern right-of-way of Interstate 81; thence in a southwesterly direction, following the northern right-of-way of Interstate 81, approximately 420 feet to a point, said point being the eastern corner of parcel 22; thence in a northwesterly direction, approximately 110 feet to a point, said point being the western corner of parcel 84 in common with the southern right-of-way of Rock Springs Road; thence in a northeasterly direction, following the southern right-of-way of Rock Springs Road approximately 360 feet to the point of BEGINNING, and being all of parcel 84, Tax Map 119P as shown on the April 2008 Sullivan County Tax Maps.*

### Tract 2

*BEGINNING at a point, said point being the southern corner of parcel 85, Tax Map 119; thence in a northeasterly direction, following the northern right-of-way of Interstate 81, approximately 2,000 feet to a point, said point being the eastern corner of parcel 85.50 in common with the northern right-of-way of Interstate 81; thence in a northerly direction, approximately 60 feet to a point, said point being the eastern corner of parcel 85.50 in common with the southern right-of-way of Snapps Ferry Road; thence in a westerly direction, following the southern right-of-way of Snapps Ferry Road and Rock Springs Road, approximately 2,290 feet to a point, said point being the western corner of parcel 85; thence in a southeasterly direction, approximately 440 feet to the point of BEGINNING, and being all of parcels 85, 85.30, 1, 2, 3, 4, and 85.50 as shown on the April 2008 Sullivan County Tax Maps.*

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

CITY OF KINGSPORT  
Liz Gilbert, City Clerk  
P1T: 7/6/09

**Rock Springs 2009 Annexation Area**

**COST/BENEFIT ANALYSIS (tax records as of 2 April 2009)**

Revenues	One Time	Reoccurring	
Property Taxes	X	\$193,225.00	
State Shared	X	\$61,050.00	550 res x 111 (estimated)
Sewer Tap Fees	\$430,950.00	X	221 homes total
<b>Total</b>	<b>\$430,950.00</b>	<b>\$254,275.00</b>	

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

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 14<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS4 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF 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 21st day of July, 2009, and notice thereof published in the Kingsport Times-News on the 6th day of July, 2009; and

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

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

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

WHEREAS, a plan of services for this area was adopted by Resolution the 21st day of July, 2009 as required by Tenn. Code Ann., 6-51-102, et seq.

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 14 of Sullivan County, Tennessee, and more fully described to-wit:

Tract 1

BEGINNING at a point, said point being the northern corner of parcel 84, Tax Map 119P; thence in a southeasterly direction, approximately 310 feet to a point, said point being the eastern corner of parcel 84 in common with the northern right-of-way of Interstate 81; thence in a southwesterly direction, following the northern right-of-way of Interstate 81, approximately 420 feet to a point, said point being the eastern corner of parcel 22; thence in a northwesterly direction, approximately 110 feet to a point, said point being the western corner of parcel 84 in common with the southern right-of-way of Rock Springs Road; thence in a northeasterly direction, following the southern right-of-way of Rock Springs Road approximately 360 feet to

the point of BEGINNING, and being all of parcel 84, Tax Map 119P as shown on the April 2008 Sullivan County Tax Maps.

Tract 2

BEGINNING at a point, said point being the southern corner of parcel 85, Tax Map 119; thence in a northeasterly direction, following the northern right-of-way of Interstate 81, approximately 2,000 feet to a point, said point being the eastern corner of parcel 85.50 in common with the northern right-of-way of Interstate 81; thence in a northerly direction, approximately 60 feet to a point, said point being the eastern corner of parcel 85.50 in common with the southern right-of-way of Snapps Ferry Road; thence in a westerly direction, following the southern right-of-way of Snapps Ferry Road and Rock Springs Road, approximately 2,290 feet to a point, said point being the western corner of parcel 85; thence in a southeasterly direction, approximately 440 feet to the point of BEGINNING, and being all of parcels 85, 85.30, 1, 2, 3, 4, and 85.50 as shown on the April 2008 Sullivan County Tax Maps.

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD AND SNAPPS FERRY ROAD TO R-1B, RESIDENTIAL DISTRICT IN THE 14<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

## Tract 1

BEGINNING at a point, said point being the northern corner of parcel 84, Tax Map 119P; thence in a southeasterly direction, approximately 310 feet to a point, said point being the eastern corner of parcel 84 in common with the northern right-of-way of Interstate 81; thence in a southwesterly direction, following the northern right-of-way of Interstate 81, approximately 420 feet to a point, said point being the eastern corner of parcel 22; thence in a northwesterly direction, approximately 110 feet to a point, said point being the western corner of parcel 84 in common with the southern right-of-way of Rock Springs Road; thence in a northeasterly direction, following the southern right-of-way of Rock Springs Road approximately 360 feet to the point of BEGINNING, and being all of parcel 84, Tax Map 119P as shown on the April 2008 Sullivan County Tax Maps.

## Tract 2

BEGINNING at a point, said point being the southern corner of parcel 85, Tax Map 119; thence in a northeasterly direction, following the northern right-of-way of Interstate 81, approximately 2,000 feet to a point, said point being the eastern corner of parcel 85.50 in common with the northern right-of-way of Interstate 81; thence in a northerly direction, approximately 60 feet to a point, said point being the eastern corner of parcel 85.50 in common with the southern right-of-way of Snapps Ferry Road; thence in a westerly direction, following the southern right-of-way of Snapps Ferry Road and Rock Springs Road, approximately 2,290 feet to a point, said point being the western corner of parcel 85; thence in a southeasterly direction, approximately 440 feet to the point of BEGINNING, and being all of parcels 85, 85.30, 1, 2, 3, 4, and 85.50 as shown on the April 2008 Sullivan County Tax Maps.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

## **RESOLUTION NO.**

### **A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RS4 ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE**

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

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

WHEREAS, a plan of services for the proposed RS4 annexation was submitted to the Kingsport Regional Planning Commission on June 18, 2009, for its consideration and a written report; and

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

WHEREAS, a public hearing was held July 21, 2009; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on July 6, 2009; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 14th Civil District of Sullivan County, Tennessee, commonly known as the RS4 Annexation, said area being bounded and further described as follows:

#### Tract 1

BEGINNING at a point, said point being the northern corner of parcel 84, Tax Map 119P; thence in a southeasterly direction, approximately 310 feet to a point, said point being the eastern corner of parcel 84 in common with the northern right-of-way of Interstate 81; thence in a southwesterly direction, following the northern right-of-way of Interstate 81, approximately 420 feet to a point, said point being the eastern corner of parcel 22; thence in a northwesterly direction, approximately 110 feet to a point, said point being the western corner of parcel 84 in common with the southern right-of-way of Rock Springs Road; thence in a northeasterly direction, following the southern right-of-way of Rock Springs Road approximately 360 feet to the point of BEGINNING, and being all of parcel 84, Tax Map 119P as shown on the April 2008 Sullivan County Tax Maps.

## Tract 2

BEGINNING at a point, said point being the southern corner of parcel 85, Tax Map 119; thence in a northeasterly direction, following the northern right-of-way of Interstate 81, approximately 2,000 feet to a point, said point being the eastern corner of parcel 85.50 in common with the northern right-of-way of Interstate 81; thence in a northerly direction, approximately 60 feet to a point, said point being the eastern corner of parcel 85.50 in common with the southern right-of-way of Snapps Ferry Road; thence in a westerly direction, following the southern right-of-way of Snapps Ferry Road and Rock Springs Road, approximately 2,290 feet to a point, said point being the western corner of parcel 85; thence in a southeasterly direction, approximately 440 feet to the point of BEGINNING, and being all of parcels 85, 85.30, 1, 2, 3, 4, and 85.50 as shown on the April 2008 Sullivan County Tax Maps.

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

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

SECTION I. That a Plan of Services for the RS4 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:

### **RS4 Annexation Plan of Services**

#### **1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly

incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.

- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

## **2. Fire Protection**

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

- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

### **3. Water**

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

### **4. Electricity**

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

### **5. Sanitary Sewer**

- A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.

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

#### **6. Solid Waste Disposal**

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

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

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.

- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

## **8. Recreational Facilities**

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

## **9. Street Lighting**

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

effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

#### **10. Zoning Services**

- A. The area will be zoned R-1B (Residential District).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals to Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

#### **11. Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

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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**

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

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 21st day of July 2009.

ATTEST:

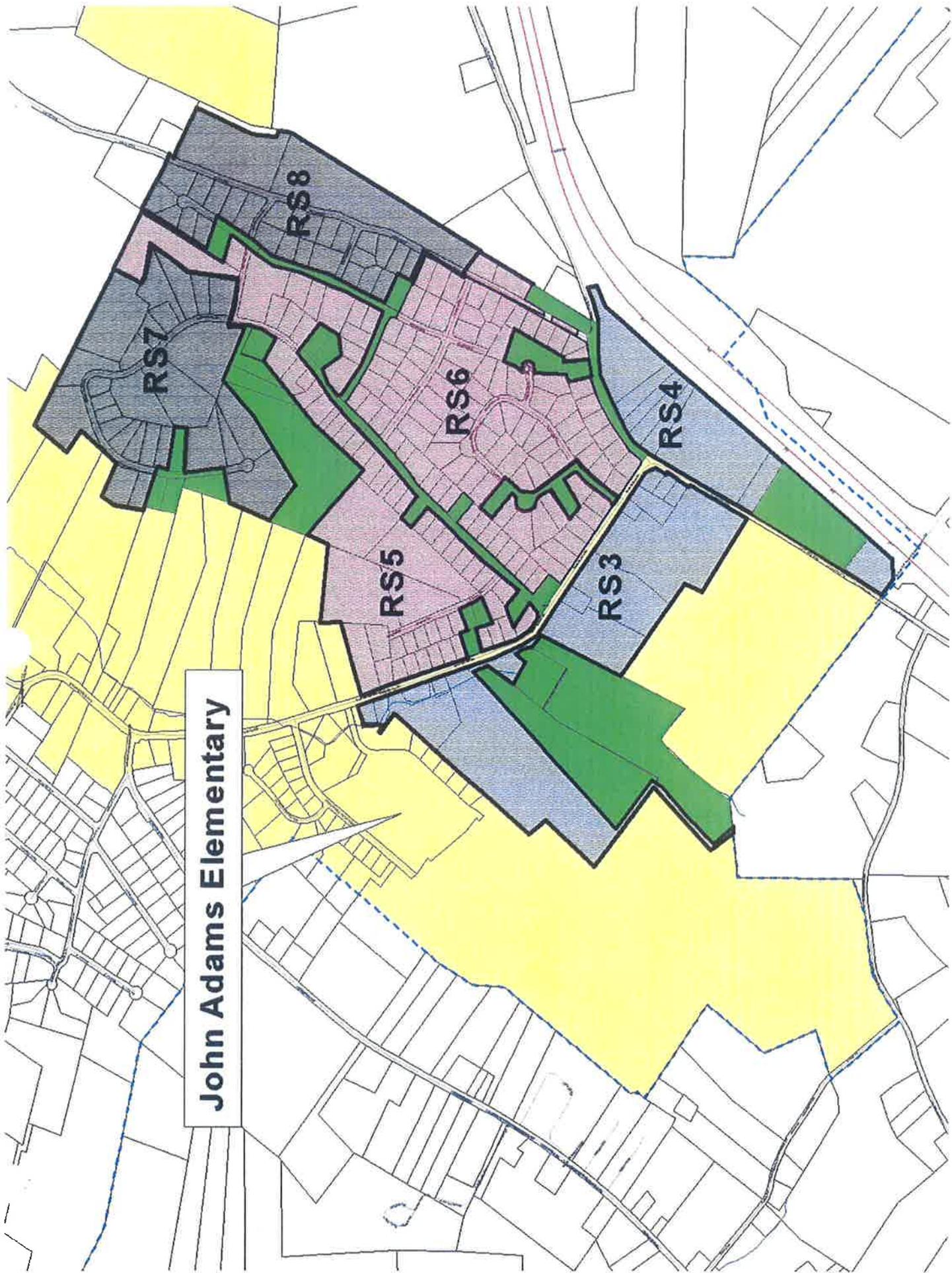
\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

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

APPROVED AS TO FORM:

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

**John Adams Elementary**





## Rationale

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



AGENDA ACTION FORM

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

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

Action Form No.: AF:-255-2009  
Work Session: July 20, 2009  
First Reading: July 21, 2009

Final Adoption: August 4, 2009  
Staff Work By: J. Meredith  
Presentation By: J. Meredith

**Recommendation:**

- Hold public hearing
- Approve ordinance for the Parker Lane Annexation
- Approve ordinance amending the zoning ordinance for the Flanders Street annexation
- Approve resolution adopting a plan of services for the annexation area

**Executive Summary:**

This is the "Parker Lane" annexation of approximately 57 acres along Parker Lane and Briarfield Drive with a population of sixty-five residents (single family uses). The property contained in this annexation has been partially petitioned for by a property owner. The current county zoning of the area is R-1 (Low-Density/Single-Family Residential). The proposed city zoning for the area is R-1B (Single Family). Both water and sanitary sewer currently serve this annexation area. During their June 2009 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen. Five residents have petitioned for annexation. Two residents opposed the annexation. The Notice of Public Hearing was published on July 6, 2009.

**Attachments:**

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

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

**ANNEXATION REPORT  
PARKER LANE ANNEXATION, FILE: 09-301-00005**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** Jason Meredith, Planner

**DATE:** 5 May 2009

**APPLICANT:** partially property owner petitioned (petition attached)

**REQUESTED ACTION:** Property owner-petitioned and non-petitioned annexation to an R-1B, residential district of approximately 57 acres.

**LOCATION:** The property is located north of Granby Road, west of N. Holston River Drive, and abuts the Holston River on the west; best identified as Tax Map 29G, Group A, parcels 8-15, 10.10, 10.15, 10.20, 10.25, 10.30, 10.35, 10.40 10.50, 10.60, 10.65, 10.70, 10.75, 10.80, 10.90, 10.95, Tax Map 29J, Group A, parcels 2.30, 2.35, 3.00, 3.01 as shown on the 2008 Sullivan County Tax Maps. The property is located in the 12<sup>th</sup> Civil District of Sullivan County.

**EXISTING LAND USE:** single family

**PROPOSED USE:** single family

**SURROUNDING ZONING DISTRICTS & LAND USES:**

**North:** zoned: County R-1; use: single family

**South:** zoned: County R-1; use: single family, vacant

**East:** zoned: County R-1; use: vacant, wooded area, adjacent to Kingsport City Limits

**West:** zoned: County R-1; use: Holston River, wooded area, single family

**LAND USE PLAN:**

The 2010 Land Use Plan addresses this area as Single Family Residential.

The proposed 2030 Land Use Plan addresses this area as Single Family Residential.

**UTILITIES:**

There will be no up-front sanitary sewer costs associated with this annexation. Two new F/Hs will need to be installed at a cost of \$4,000. Street lighting costs are estimated to be \$9,145 for the first year with an annual reoccurring cost of \$3,145.

**TRANSPORTATION:**

The annexation area contains approximately 2,620 ft. of Parker Lane and approximately 600 ft. of Briarfield Drive.

**POPULATION:**

This annexation area contains approximately 65 residents.

**PHYSICAL CHARACTERISTICS:**

The terrain of the property involved slopes upward toward to the southeast.

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

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

**STAFF RECOMMENDATION:**

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

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, July 21, 2009, to consider the annexation, zoning, and plan of services for the Parker Lane annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

*BEGINNING at a point, said point being the southeastern corner of parcel 3.01, Tax Map 29J, thence in a westerly direction, approximately 333 feet to a point, said point being the southwestern corner of parcel 3.01, thence in a northerly direction, approximately 112 feet to a point, said point being the western corner of parcel 3, thence in a northeasterly direction, approximately 184 feet to a point, said point being the northern corner of parcel 3, thence in a northwesterly direction, approximately 193 feet to a point, said point being the western corner of parcel 10, Tax Map 29G, Group A, thence in a northeasterly direction, along the eastern bank of the North Fork of the Holston River, approximately 742 feet to a point, said point being the northwestern corner of parcel 9, thence in a northeasterly direction, approximately 962 feet to a point, said point being the northernmost corner of parcel 9, thence in an easterly direction, approximately 949 feet to a point, said point being the northeastern corner of parcel 9, thence in a southeasterly direction, along the western right-of-way of North Holston River Drive, approximately 1,225 feet to a point, said point being the southeastern corner of parcel 8, thence in an easterly direction, crossing North Holston River Drive, approximately 67 feet to a point, said point being the southwestern corner of parcel 1, Tax Map 29G, Group B, thence in a southerly direction, crossing Earl Street, approximately 71 feet to a point, said point being the western corner of parcel 1, Tax Map 29G, Group C, thence in a westerly direction, crossing Clouds Ford Road, approximately 464 feet to a point, said point being the eastern corner of parcel 15, Tax Map 29G, Group A, thence in a southwesterly direction, approximately 659 feet to a point, said point being the southwestern corner of parcel 10.95, thence in a southwesterly direction, approximately 120 feet to a point, said point being the southern corner of parcel 10.90, thence in a northwesterly direction, approximately 267 feet to a point, said point being the northeastern corner of parcel 10.85, thence in a southwesterly direction, in an arc following the southern right-of-way of Briarfield Drive, approximately 85 feet to a point, said point being the northeastern corner of parcel 10.80, thence in a southerly direction, approximately 169 feet to a point, said point being the southeastern corner of parcel 10.80, thence in a southeasterly direction, approximately 255 feet to a point, said point being the northeastern corner of parcel 2.35, Tax Map 29J, thence in a southwesterly direction, approximately 470 feet to a point, said point being the southeastern corner of parcel 2.35, thence in a northwesterly direction, approximately 360 feet to a point, said point being the southwestern corner of parcel 2.35, thence in a northerly direction, approximately 265 feet to a point, said point being the southeastern corner of parcel 2.30, thence in a westerly direction, approximately 249 feet to a point, said point being the southwestern corner of parcel 2.30, thence in a northerly direction, along the eastern right-of-way of Parker Lane, approximately 180 feet to a point, said point being on the northwestern border of parcel 2.30, thence in a westerly direction, crossing Parker Lane, approximately 55 feet to the point of BEGINNING, and being of all parcels 8-15, 10.10,*

*10.15, 10.20, 10.25, 10.30, 10.35, 10.40 10.50, 10.60, 10.65, 10.70, 10.75, 10.80, 10.90, 10.95, Tax Map 29G, Group A, and parcels 2.30, 2.35, 3.00, 3.01, Tax Map 29J, Group A, as shown on the 2008 Sullivan County Tax Maps.*

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

CITY OF KINGSPORT

Liz Gilbert, City Clerk

P1T: 7/6/09

**Parker Lane Annexation**

**COST/BENEFIT ANALYSIS (tax records as of 9 June 2009)**

Revenues	One Time	Reoccurring
Property Taxes	X	\$24,430.00
State Shared	X	\$7,215.00
Other: Water Taps	X	X
Sewer Tap Fees	X	X
<b>Total</b>	<b>\$0.00</b>	<b>\$31,645.00</b>

(~65 residents)

Expenses	One Time	Reoccurring
<b>Operating Budget</b>		
Police	0.00	0.00
Fire	0.00	0.00
Street Lighting	10,045.00	3,145.00
Recreation	0.00	0.00
Zoning Services	0.00	0.00
Schools	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	11,927.00
Subtotal	10,045.00	15,072.00
<b>Capital Budget</b>		
Water	4,000.00	0.00
Sewer	0.00	0.00
Roads	17,327.00	0.00
Schools	0.00	0.00
Police - Car	0.00	0.00
Subtotal	21,327.00	0.00
<b>Grand Total</b>	<b>31,372.00</b>	<b>15,072.00</b>

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

**AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 12<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE PARKER LANE 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 21st day of July, 2009, and notice thereof published in the Kingsport Times-News on the 6th day of July, 2009; and

WHEREAS, a property has owner petitioned for the annexation of the territory herein described to the City of Kingsport; and

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

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

WHEREAS, a plan of services for this area was adopted by Resolution the 21st day of July, 2009 as required by Tenn. Code Ann., 6-51-102, et seq.

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

**SECTION I.** Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 12 of Sullivan County, Tennessee, and more fully described to-wit:

**BEGINNING** at a point, said point being the southeastern corner of parcel 3.01, Tax Map 29J, thence in a westerly direction, approximately 333 feet to a point, said point being the southwestern corner of parcel 3.01, thence in a northerly direction, approximately 112 feet to a point, said point being the western corner of parcel 3, thence in a northeasterly direction, approximately 184 feet to a point, said point being the northern corner of parcel 3, thence in a northwesterly direction, approximately 193 feet to a point, said point being the western corner of parcel 10, Tax Map 29G, Group A,

thence in a northeasterly direction, along the eastern bank of the North Fork of the Holston River, approximately 742 feet to a point, said point being the northwestern corner of parcel 9, thence in a northeasterly direction, approximately 962 feet to a point, said point being the northernmost corner of parcel 9, thence in an easterly direction, approximately 949 feet to a point, said point being the northeastern corner of parcel 9, thence in a southeasterly direction, along the western right-of-way of North Holston River Drive, approximately 1,225 feet to a point, said point being the southeastern corner of parcel 8, thence in an easterly direction, crossing North Holston River Drive, approximately 67 feet to a point, said point being the southwestern corner of parcel 1, Tax Map 29G, Group B, thence in a southerly direction, crossing Earl Street, approximately 71 feet to a point, said point being the western corner of parcel 1, Tax Map 29G, Group C, thence in a westerly direction, crossing Clouds Ford Road, approximately 464 feet to a point, said point being the eastern corner of parcel 15, Tax Map 29G, Group A, thence in a southwesterly direction, approximately 659 feet to a point, said point being the southwestern corner of parcel 10.95, thence in a southwesterly direction, approximately 120 feet to a point, said point being the southern corner of parcel 10.90, thence in a northwesterly direction, approximately 267 feet to a point, said point being the northeastern corner of parcel 10.85, thence in a southwesterly direction, in an arc following the southern right-of-way of Briarfield Drive, approximately 85 feet to a point, said point being the northeastern corner of parcel 10.80, thence in a southerly direction, approximately 169 feet to a point, said point being the southeastern corner of parcel 10.80, thence in a southeasterly direction, approximately 255 feet to a point, said point being the northeastern corner of parcel 2.35, Tax Map 29J, thence in a southwesterly direction, approximately 470 feet to a point, said point being the southeastern corner of parcel 2.35, thence in a northwesterly direction, approximately 360 feet to a point, said point being the southwestern corner of parcel 2.35, thence in a northerly direction, approximately 265 feet to a point, said point being the southeastern corner of parcel 2.30, thence in a westerly direction, approximately 249 feet to a point, said point being the southwestern corner of parcel 2.30, thence in a northerly direction, along the eastern right-of-way of Parker Lane, approximately 180 feet to a point, said point being on the northwestern border of parcel 2.30, thence in a westerly direction, crossing Parker Lane, approximately 55 feet to the point of BEGINNING, and being of all parcels 8-15, 10.10, 10.15, 10.20, 10.25, 10.30, 10.35, 10.40, 10.50, 10.60, 10.65, 10.70, 10.75, 10.80, 10.90, 10.95, Tax Map 29G, Group A, and parcels 2.30, 2.35, 3.00, 3.01, Tax Map 29J, Group A, as shown on the 2008 Sullivan County Tax Maps.

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

\_\_\_\_\_

DENNIS R. PHILLIPS  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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

PASSED ON 1<sup>ST</sup>

# PRE-FILED CITY RECORDER

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

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

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

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

BEGINNING at a point, said point being the southeastern corner of parcel 3.01, Tax Map 29J, thence in a westerly direction, approximately 333 feet to a point, said point being the southwestern corner of parcel 3.01, thence in a northerly direction, approximately 112 feet to a point, said point being the western corner of parcel 3, thence in a northeasterly direction, approximately 184 feet to a point, said point being the northern corner of parcel 3, thence in a northwesterly direction, approximately 193 feet to a point, said point being the western corner of parcel 10, Tax Map 29G, Group A, thence in a northeasterly direction, along the eastern bank of the North Fork of the Holston River, approximately 742 feet to a point, said point being the northwestern corner of parcel 9, thence in a northeasterly direction, approximately 962 feet to a point, said point being the northernmost corner of parcel 9, thence in an easterly direction, approximately 949 feet to a point, said point being the northeastern corner of parcel 9, thence in a southeasterly direction, along the western right-of-way of North Holston River Drive, approximately 1,225 feet to a point, said point being the southeastern corner of parcel 8, thence in an easterly direction, crossing North Holston River Drive, approximately 67 feet to a point, said point being the southwestern corner of parcel 1, Tax Map 29G, Group B, thence in a southerly direction, crossing Earl Street, approximately 71 feet to a point, said point being the western corner of parcel 1, Tax Map 29G, Group C, thence in a westerly direction, crossing Clouds Ford Road, approximately 464 feet to a point, said point being the eastern corner of parcel 15, Tax Map 29G, Group A, thence in a southwesterly direction, approximately 659 feet to a point, said point being the southwestern corner of parcel 10.95, thence in a southwesterly direction, approximately 120 feet to a point, said point being the southern corner of parcel 10.90, thence in a northwesterly direction, approximately 267 feet to a point, said point being the northeastern corner of parcel 10.85, thence in a southwesterly direction, in an arc following the southern right-of-way of Briarfield Drive, approximately 85 feet to a point, said point

being the northeastern corner of parcel 10.80, thence in a southerly direction, approximately 169 feet to a point, said point being the southeastern corner of parcel 10.80, thence in a southeasterly direction, approximately 255 feet to a point, said point being the northeastern corner of parcel 2.35, Tax Map 29J, thence in a southwesterly direction, approximately 470 feet to a point, said point being the southeastern corner of parcel 2.35, thence in a northwesterly direction, approximately 360 feet to a point, said point being the southwestern corner of parcel 2.35, thence in a northerly direction, approximately 265 feet to a point, said point being the southeastern corner of parcel 2.30, thence in a westerly direction, approximately 249 feet to a point, said point being the southwestern corner of parcel 2.30, thence in a northerly direction, along the eastern right-of-way of Parker Lane, approximately 180 feet to a point, said point being on the northwestern border of parcel 2.30, thence in a westerly direction, crossing Parker Lane, approximately 55 feet to the point of BEGINNING, and being of all parcels 8-15, 10.10, 10.15, 10.20, 10.25, 10.30, 10.35, 10.40 10.50, 10.60, 10.65, 10.70, 10.75, 10.80, 10.90, 10.95, Tax Map 29G, Group A, and parcels 2.30, 2.35, 3.00, 3.01, Tax Map 29J, Group A, as shown on 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 R. PHILLIPS  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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

## **RESOLUTION NO.**

### **A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PARKER LANE ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE**

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

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

WHEREAS, a plan of services for the proposed Parker Lane annexation was submitted to the Kingsport Regional Planning Commission on June 18, 2009, for its consideration and a written report; and

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

WHEREAS, a public hearing was held July 21, 2009; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on July 6, 2009; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 12<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the Parker Lane Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southeastern corner of parcel 3.01, Tax Map 29J, thence in a westerly direction, approximately 333 feet to a point, said point being the southwestern corner of parcel 3.01, thence in a northerly direction, approximately 112 feet to a point, said point being the western corner of parcel 3, thence in a northeasterly direction, approximately 184 feet to a point, said point being the northern corner of parcel 3, thence in a northwesterly direction, approximately 193 feet to a point, said point being the western corner of parcel 10, Tax Map 29G, Group A, thence in a northeasterly direction, along the eastern bank of the North Fork of the Holston River, approximately 742 feet to a point, said point being the northwestern corner of parcel 9, thence in a northeasterly direction, approximately 962 feet to a point, said point being the northernmost corner of parcel 9, thence in an easterly direction, approximately 949 feet to a point, said point being the northeastern corner of parcel 9, thence in a southeasterly direction, along the western right-of-way of North Holston River Drive, approximately 1,225 feet to a point, said point being the southeastern corner of parcel 8,

thence in an easterly direction, crossing North Holston River Drive, approximately 67 feet to a point, said point being the southwestern corner of parcel 1, Tax Map 29G, Group B, thence in a southerly direction, crossing Earl Street, approximately 71 feet to a point, said point being the western corner of parcel 1, Tax Map 29G, Group C, thence in a westerly direction, crossing Clouds Ford Road, approximately 464 feet to a point, said point being the eastern corner of parcel 15, Tax Map 29G, Group A, thence in a southwesterly direction, approximately 659 feet to a point, said point being the southwestern corner of parcel 10.95, thence in a southwesterly direction, approximately 120 feet to a point, said point being the southern corner of parcel 10.90, thence in a northwesterly direction, approximately 267 feet to a point, said point being the northeastern corner of parcel 10.85, thence in a southwesterly direction, in an arc following the southern right-of-way of Briarfield Drive, approximately 85 feet to a point, said point being the northeastern corner of parcel 10.80, thence in a southerly direction, approximately 169 feet to a point, said point being the southeastern corner of parcel 10.80, thence in a southeasterly direction, approximately 255 feet to a point, said point being the northeastern corner of parcel 2.35, Tax Map 29J, thence in a southwesterly direction, approximately 470 feet to a point, said point being the southeastern corner of parcel 2.35, thence in a northwesterly direction, approximately 360 feet to a point, said point being the southwestern corner of parcel 2.35, thence in a northerly direction, approximately 265 feet to a point, said point being the southeastern corner of parcel 2.30, thence in a westerly direction, approximately 249 feet to a point, said point being the southwestern corner of parcel 2.30, thence in a northerly direction, along the eastern right-of-way of Parker Lane, approximately 180 feet to a point, said point being on the northwestern border of parcel 2.30, thence in a westerly direction, crossing Parker Lane, approximately 55 feet to the point of BEGINNING, and being of all parcels 8-15, 10.10, 10.15, 10.20, 10.25, 10.30, 10.35, 10.40 10.50, 10.60, 10.65, 10.70, 10.75, 10.80, 10.90, 10.95, Tax Map 29G, Group A, and parcels 2.30, 2.35, 3.00, 3.01, Tax Map 29J, Group A, as shown on the 2008 Sullivan County Tax Maps.

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

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

SECTION I. That a Plan of Services for the Parker Lane 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:

**Parker Lane Annexation  
Plan of Services**

**1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

## **2. Fire Protection**

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only two in the State of Tennessee. We operate 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 15 seconds after we receive the call from our dispatch center.

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

### 3. Water

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

### 4. Electricity

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

**5. Sanitary Sewer**

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

**6. Solid Waste Disposal**

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

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

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.

- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

#### **8. Recreational Facilities**

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

#### **9. Street Lighting**

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

#### **10. Zoning Services**

- A. The area will be zoned R-1B (Residential District).

- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals to Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

**11. Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

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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 7th day of July 2009.

ATTEST:

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

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

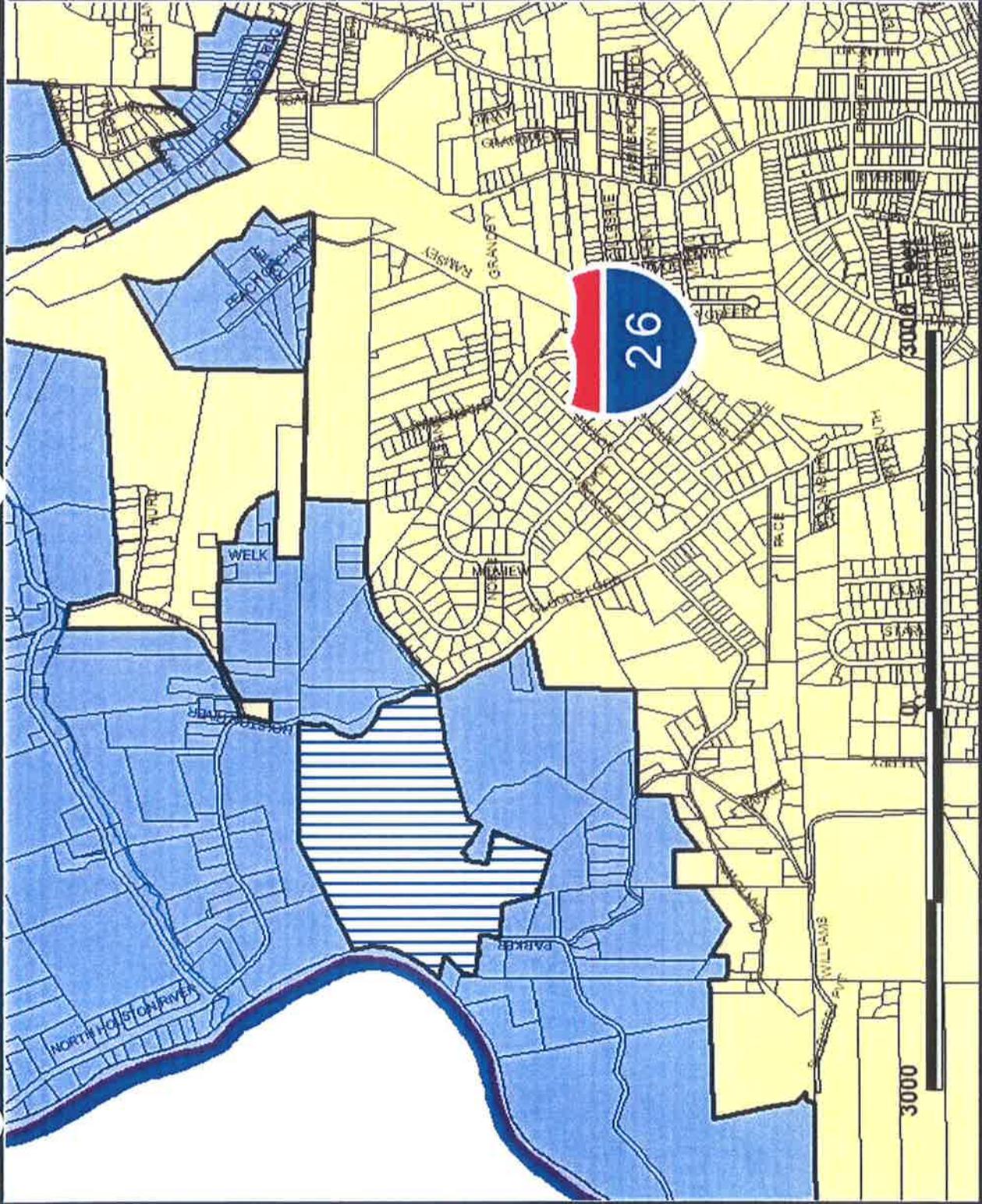
APPROVED AS TO FORM:

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

# Parker Lane Annexations Vicinity Map

## Legend

-  Creeks
-  Railroad
-  City Limits
-  UGBA
-  Streets
-  River
-  2007 Parcels

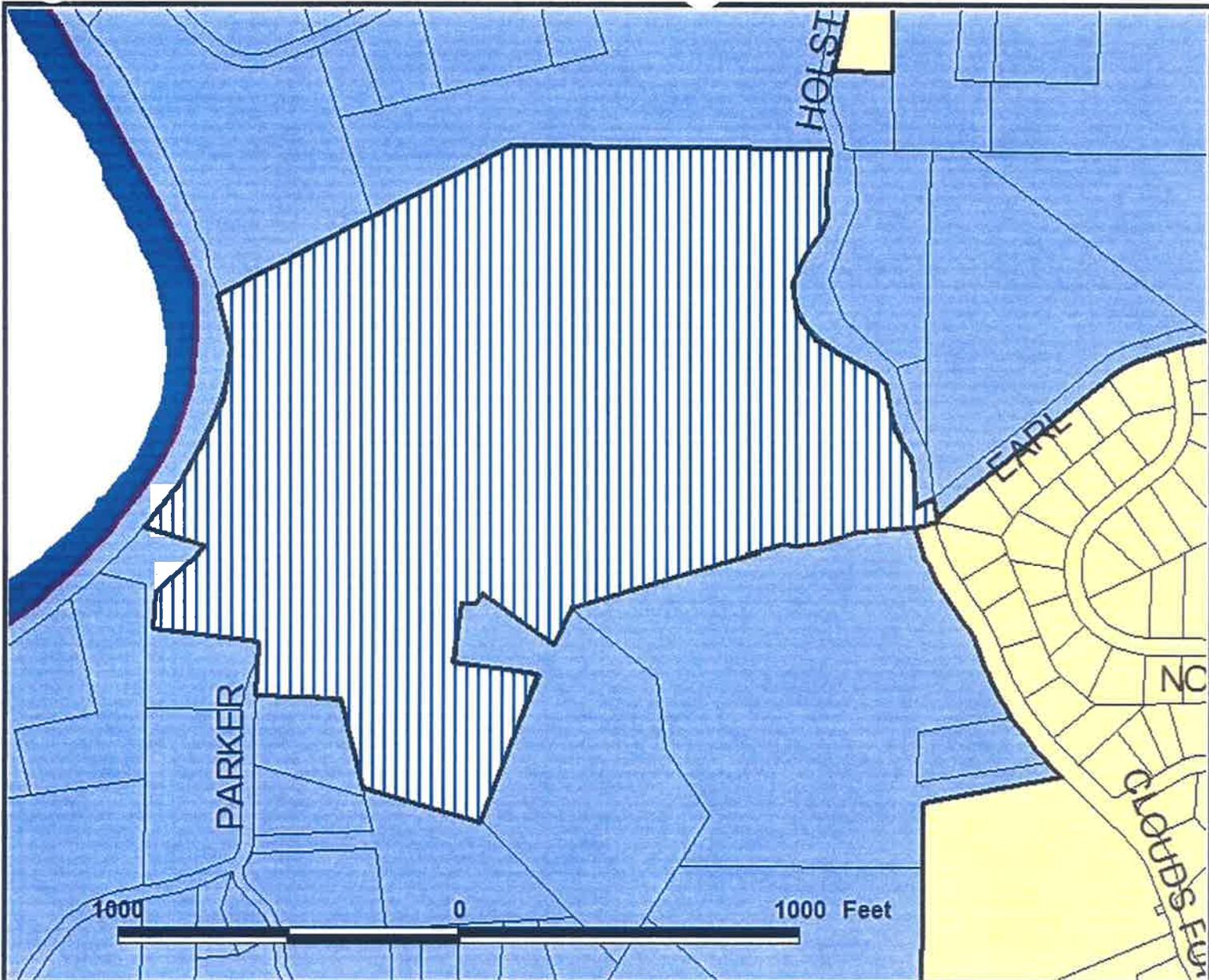


# Parker Lane Annexations Vicinity Map



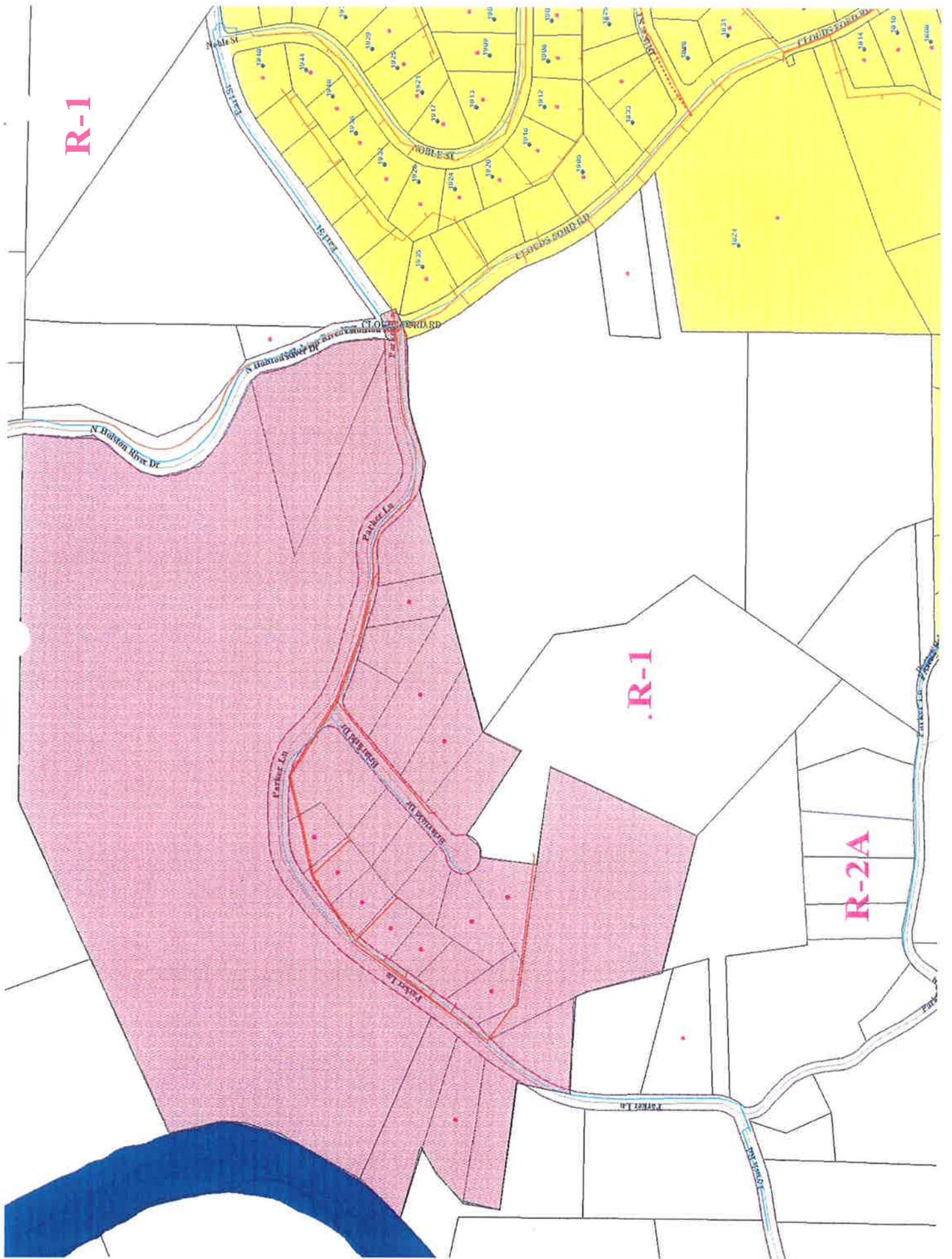
# Parker Lane Annexations Vicinity Map

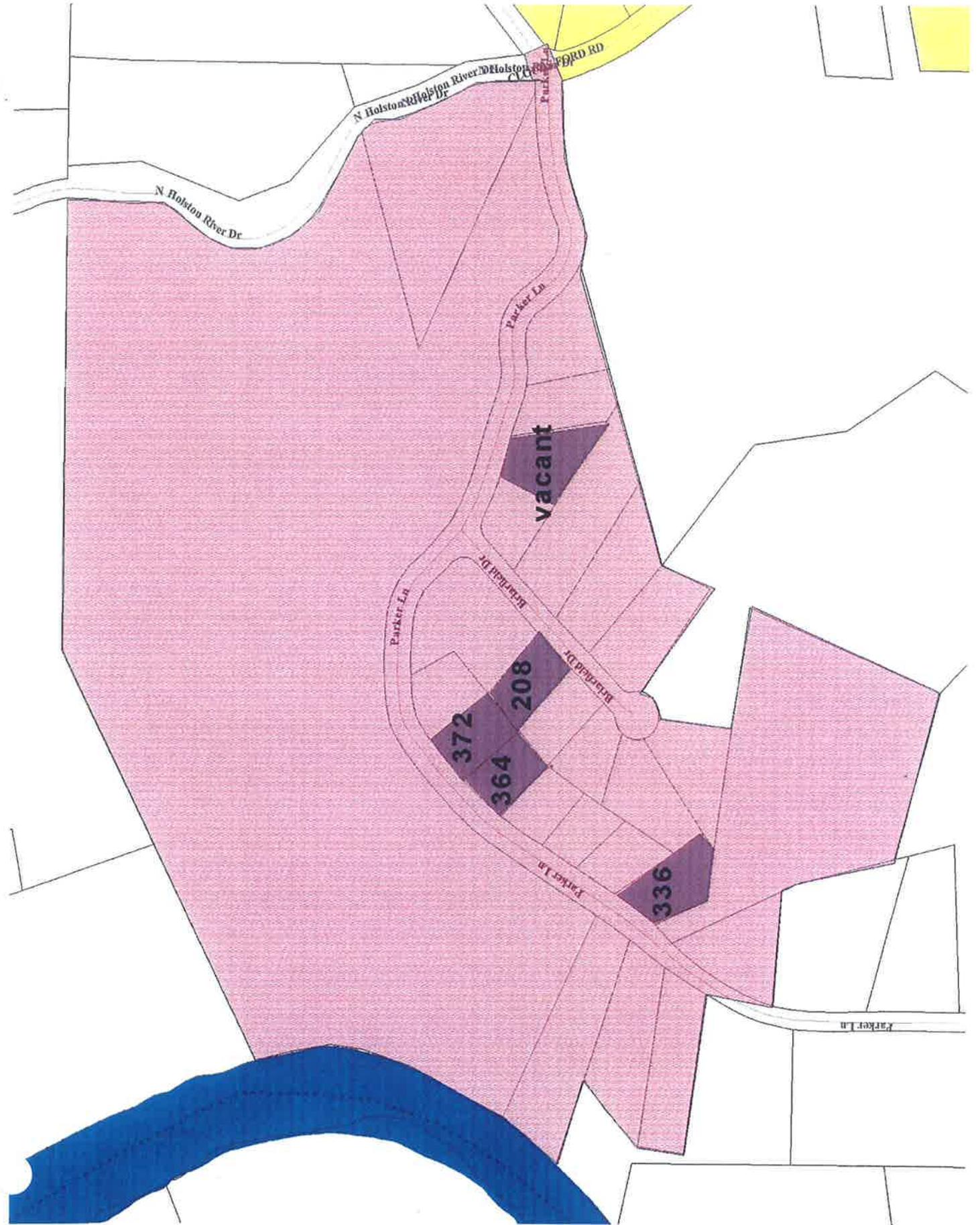
- ### Legend
-  Creeks
  -  Railroad
  -  City Limits
  -  UGBA
  -  Streets
  -  River
  -  2007 Parcels



## Parker Lane Annexations Vicinity Map







N Holston River Dr

N Holston River Dr  
Parker Ln  
Branched Dr  
Parker Ln  
Parker Ln

vacant

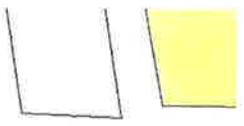
372

364

208

336

Parker Ln







**AGENDA ACTION FORM**

**Consideration of an Ordinance to Waive Receipt of a Portion of School Bond Proceeds Issued by Hawkins County in Consideration of Agreement to Receive an Equal Amount for City School Capital Projects**

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

Action Form No.: AF-248-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009

Final Adoption: August 4, 2009  
 Staff Work By: Demming/Billingsley  
 Presentation By: Mike Billingsley

**Recommendation:** Approve the ordinance.

**Executive Summary:**

Attached is an ordinance which waives the city's right to receive a portion of the proceeds of school bonds expected to be issued by Hawkins County in the very near future in return for an agreement with Hawkins County to pay for the cost of certain authorized projects for and as directed by the city.

Hawkins County is planning to issue approximately \$19,150,000 in school bonds in the summer of 2009. Because the city operates a school system T.C.A. § 49-3-1003 requires the county to pay a portion of these bond proceeds to the city based on its ADA percentage in Hawkins County, currently 4.8930% or approximately \$937,000.

See Supplemental Information.

**Attachments:**

1. Supplemental Information
2. Ordinance
3. Agreement
4. Hawkins County Resolution

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

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

**SUPPLEMENTAL INFORMATION** Action Form 248 -2009

Executive Summary *continued*:

**SUBJECT: Consideration of an Ordinance to Waive Receipt of a Portion of School Bond Proceeds Issued by Hawkins County in Consideration of Agreement to Receive an Equal Amount for City School Capital Projects**

Hawkins County proposes issuing these bonds as Build America Bonds, a new class of bonds authorized as part of the federal stimulus program. This type of bond is issued as a taxable bond with the federal government providing a portion of the debt service (35%) to offset the increased interest costs to the issuer. Due to certain restrictions on the use of these proceeds, as well as compliance with IRS spending rules for arbitrage purposes, the county has been advised by its counsel to administer the distribution of these funds through an agreement rather than as a direct transfer (grant) to the city. Apparently the IRS views the payment of the proceeds to the city by direct transfer as a grant, even though such disbursement is required by state law. Such is not permitted by this program. The agreement will require Hawkins County to provide funds equal to the amount the city would receive if it did not waive its right to the bond proceeds. The city must use the funds for capital type expenditures for the city school system. A copy of the proposed agreement with Hawkins County is attached. In addition, a copy of the proposed resolution to be adopted by Hawkins County is also included.

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

AN ORDINANCE WAIVING THE MUNICIPALITY'S RIGHT TO RECEIVE A PORTION OF THE PROCEEDS OF SCHOOL BONDS ISSUED BY HAWKINS COUNTY, TENNESSEE; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY CERTIFICATES OR AGREEMENTS NECESSARY TO WAIVE SUCH RIGHTS AND RECEIVE CERTAIN CONSIDERATION FOR SUCH WAIVER; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the board finds Hawkins County, Tennessee plans to issue approximately \$19,150,000 in school bonds pursuant to T.C.A. § 49-3-1001 *et. seq.* in the summer of 2009, which such issuance would require the payment of approximately 4.8930% of the proceeds of the bonds to the City of Kingsport pursuant to T.C.A. § 49-3-1003(b)(1); and that the city has been requested to waive its right to its portion of the bonds in lieu of Hawkins County paying the city the value equal to the amount of the allocation of the bonds required by T.C.A. § 49-3-1003(b)(1) to the city.

SECTION II. That based on the findings of the board contained in Section I the board of mayor and aldermen of the City of Kingsport, Tennessee pursuant to T.C.A. § 49-3-1003(b)(2) waives its right to to receive its portion of the bond funds it would receive pursuant to T.C.A. § 49-3-1003(b)(1), said wavier being contingent on Hawkins County, Tennessee entering into an agreement with the city whereby Hawkins County will agree to pay the city for and as directed by the city a value equal to the amount the city would have received from such bonds as required by T.C.A. § 49-3-1003(b)(1) for uses authorized by T.C.A. § 49-3-1004 such as the cost to purchase property for school purposes, to purchase sites for school buildings, to erect or repair school buildings, and to furnish and equip school buildings (hereinafter Authorized Projects).

SECTION III. That the mayor is hereby authorized to execute on behalf of the city any certificates or agreements with Hawkins County to evidence the city's waiver described herein, the agreement of Hawkins County's to pay for the cost of Authorized Projects for and as directed by the city with the value equal to the amount of the city would have received from such bonds as required by T.C.A. § 49-3-1003(b)(1), and all other documents necessary and proper to the effectuate the purpose of the waiver and agreement.

SECTION IV. That all additional acts and doings of the mayor and city clerk of the city and any other authorized representative or officer of the city which are in conformity with the purposes and intent of this Ordinance shall be and the same hereby are in all respects, approved and confirmed.

SECTION V. That if any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION VI. That all other Ordinances and orders, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

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

ATTEST:

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

\_\_\_\_\_  
JAMES DEMMING  
City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1st READING: \_\_\_\_\_

PASSED ON 2nd READING: \_\_\_\_\_

## AGREEMENT REGARDING SCHOOL PROJECTS

This Agreement dated as of \_\_\_\_\_, 2009, (this "Agreement") is between HAWKINS COUNTY, TENNESSEE ("Hawkins County") and THE CITY OF KINGSPORT, TENNESSEE (the "Kingsport").

### WITNESSETH

WHEREAS, counties in the State of Tennessee are authorized pursuant to Section 49-3-1001 et. seq. of the Tennessee Code Annotated (the "Code") to issue bonds to purchase property for school purposes, to purchase sites for school buildings, to erect or repair school buildings, to furnish and equip school buildings ("Authorized Projects"); and

WHEREAS, pursuant to Section 49-3-1003(b)(1) of the Code in counties having a city or cities operating schools independent of the county, the trustee of the county must pay over to the treasurer of the city a portion of the proceeds of any school bonds as specified in Section 49-3-1003(b)(1) of the Code; and

WHEREAS, pursuant to Section 49-3-1003(b)(2) of the Code the governing body of any city may, by ordinance regularly adopted, waive its right to all or a part of any funds due to it under the provisions of Section 49-3-1003(b)(1) of the Code; and

WHEREAS, Hawkins County is issuing \$19,150,000 in General Obligation School Bonds, Series 2009 (the "Bonds") pursuant to a resolution of the Board of County Commissioners adopted on May 18, 2009 and pursuant to Section 49-3-1001 et. seq. of the Code; and

WHEREAS, pursuant to Section 49-3-1003(b)(1) of the Code, Kingsport is entitled to receive approximately 4.893% of the proceeds of the Bonds (the "Kingsport Allocation"); however, the Board of Mayor and Alderman have waived Kingsport's right to receive the Kingsport Allocation pursuant to an ordinance duly adopted (the "Kingsport Resolution"); and

WHEREAS, to induce Kingsport to waive its right to the Kingsport Allocation, the County has agreed under this Agreement to pay for the cost of Authorized Projects for and as directed by Kingsport with a value equal to the Kingsport Allocation.

NOW THEREFORE, for and in consideration of the covenants and agreements set forth herein, the parties agree as follows:

### AGREEMENTS

Section 1. Agreement Regarding Projects. As consideration for Kingsport's waiver of its rights to the Kingsport Allocation pursuant to the Kingsport Resolution, the County hereby agrees to pay for the cost of Authorized Projects from the proceeds of the Bonds for and as directed by Kingsport with a value equal to the Kingsport Allocation plus interest earned thereon.

Section 2. Disbursements. The County shall segregate an amount equal to the Kingsport Allocation in a separate account and shall invest such amount in accordance with state law and the County's investment policies. The County shall disburse amounts from such account directly to pay capital expenditures for Authorized Projects designated in writing by the City until all amounts in such account are fully disbursed. The County shall disburse amounts within twenty (20) days of a written request of the City for such a disbursement. At the request of the City, the County will disburse funds to an account of the City for the City to pay specified capital expenditures for Authorized Projects provided the City certifies to the County in its request for disbursement that the amounts disbursed will be immediately applied to pay such capital expenditures.

Section 3. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Tennessee.

Section 4. Severability. If any article, section, term, or provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said article, section, term or provision.

HAWKINS COUNTY, TENNESSEE

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

ATTEST:

\_\_\_\_\_  
County Clerk

CITY OF KINGSPORT, TENNESSEE

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

ATTEST:

Approved as to form:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS BETWEEN THE COUNTY AND THE CITY OF KINGSPORT AND BETWEEN THE COUNTY AND THE CITY OF ROGERSVILLE REGARDING THE COUNTY'S AGREEMENT TO PAY CERTAIN CAPITAL EXPENDITURES FOR SCHOOL PROJECTS FOR THE CITY OF KINGSPORT AND THE CITY OF ROGERSVILLE AS CONSIDERATION FOR THE EACH OF SUCH CITIES AGREEMENT TO WAIVE THE RIGHT TO RECEIVE CERTAIN BOND PROCEEDS FROM THE CITY AND AUTHORIZING ANY CERTIFICATES OR AGREEMENTS NECESSARY TO WAIVE SUCH RIGHTS AND RECEIVE CERTAIN CONSIDERATION FOR SUCH WAIVER

WHEREAS, counties in the State of Tennessee are authorized pursuant to Section 49-3-1001 *et. seq.* of the Tennessee Code Annotated (the "Code") to issue bonds to purchase property for school purposes, to purchase sites for school buildings, to erect or repair school buildings and to furnish and equip school buildings ("Authorized Projects"); and

WHEREAS, pursuant to Section 49-3-1003(b)(1) of the Code in counties having a city or cities operating schools independent of the county, the trustee of the county must pay over to the treasurer of the city a portion of the proceeds of any school bonds as specified in Section 49-3-1003(b)(1) of the Code; and

WHEREAS, pursuant to Section 49-3-1003(b)(2) of the Code the governing body of any city may, by ordinance regularly adopted, waive its right to all or a part of any funds due to it under the provisions of Section 49-3-1003(b)(1) of the Code; and

WHEREAS, Hawkins County, Tennessee (the "County") plans to issue approximately \$19,150,000 in school bonds (the "Bonds") pursuant to a resolution of the Board of County Commissioners adopted on May 18, 2009 (the "Bond Resolution") and pursuant to Section 49-3-1001 *et. seq.* of the Code, which such issuance will require the payment of approximately 4.8930% of the proceeds of the Bonds (the "Kingsport Allocation") to the City of Kingsport ("Kingsport") and approximately 7.3160% of the proceeds of the Bonds (the "Rogersville Allocation") to the City of Rogersville ("Rogersville") pursuant to Section 49-3-1003(b)(1) of the Code; and

WHEREAS, Kingsport has agreed to waive its rights to the Kingsport Allocation in return for an agreement from the County to pay for certain capital expenditures constituting Authorized Projects for and as directed by Kingsport with a value equal to the Kingsport Allocation;

WHEREAS, Rogersville has agreed to waive its rights to the Rogersville Allocation in return for an agreement from the County to pay for certain capital expenditures constituting Authorized Projects for and as directed by Rogersville with a value equal to the Rogersville Allocation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County (the "Governing Body"), as follows:

Section 1. Agreements. The County Mayor is hereby authorized to execute on behalf of the County an agreement with each of Kingsport and Rogersville whereby the County will agree to pay for certain capital expenditures constituting Authorized Projects for and as directed by the Kingsport and Rogersville, respectively, with a value equal to the Kingsport Allocation and the Rogersville Allocation, respectively, in return for the agreements of Kingsport and Rogersville to waive their respective allocations pursuant to Section 49-3-1003(b)(2) of the Code.

Section 2. Additional Authorizations. All additional acts and doings of the County Mayor and County Clerk of the Municipality and any other representative or officer of the Municipality which are in conformity with the purposes and intent of this Resolution shall be and the same hereby are in all respects, approved and confirmed.

Section 3. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repeal of Conflicting Resolutions and Effective Date. All other Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption. Without limiting the foregoing, the Bond Resolution is hereby amended to permit the expenditure of the

proceeds of the Bonds for the purposes provided in this resolution in lieu of granting the Kingsport Allocation and Rogersville Allocation.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

/s/ \_\_\_\_\_  
County Mayor

/s/ \_\_\_\_\_  
County Clerk

STATE OF TENNESSEE     )

COUNTY OF HAWKINS     )

I, A. Carroll Jenkins, certify that I am the duly qualified and acting County Clerk of Hawkins County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of \_\_\_\_\_, 2009 of the governing body of the County; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's agreements with Kingsport and Rogersville.

WITNESS my official signature and seal of said County this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
County Clerk

(SEAL)

7940647.2



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the Debt Service Fund, Regional Sales Tax Fund, and Meadowview Fund

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

Action Form No.: AF214-2009  
Work Session: July 20, 2009  
First Reading: July 21, 2009

Final Adoption: August 04, 2009  
Staff Work By: Smith  
Presentation By: J. Campbell/Smith

**Recommendation:**  
Approve the ordinance.

**Executive Summary:**

This is a year end clean up ordinance for Fiscal Year 09. This ordinance will amend the Meadowview Conference Center budget by appropriating \$128,900 from the Regional Sales Tax Fund for depreciation expense at year end.

The Debt Service Fund will be amended by appropriating \$393,900 from the debt service fund balance to cover the general fund interest. The General Fund interest payments were made from prior year interest earnings that were in fund balance. To shore up the system with the accounting entry, the funds have to be appropriated from fund balance.

**Attachments:**

- 1. Ordinance

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

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE DEBT SERVICE FUND, REGIONAL SALES TAX FUND, CATTAILS FUND, AND MEADOWVIEW FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Meadowview Conference Center budget be amended by appropriating funds in the amount of \$128,900 to cover the depreciation cost for year end.

SECTION II. That the Debt Service Fund budget be amended by appropriating funds in the amount of \$475,600 from Debt Service Fund balance to cover the General Fund principal interest payments. These payments were made from prior years interest earnings that was already in fund balance. To shore up the system with the accounting entry, the funds have to be appropriated from fund balance.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 130: Regional Sales Tax Fund</b>			
<u>Revenues:</u>			
130-0000-313-1100 Local Option Sales Tax	\$ 2,790,600	\$ 128,900	\$ 2,919,500
<b>Totals:</b>	<b>2,790,600</b>	<b>128,900</b>	<b>2,919,500</b>
 <u>Expenditures:</u>			
130-4804-481-7026 To MeadowView	1,233,500	128,900	1,362,400
<b>Totals:</b>	<b>1,233,500</b>	<b>128,900</b>	<b>1,362,400</b>
 <b>Fund 420: Meadowview</b>			
<u>Revenues:</u>			
420-0000-391-2500 From Regional Sales Tax	\$ 1,233,500	\$ 128,900	\$ 1,362,400
<b>Totals:</b>	<b>1,233,500</b>	<b>128,900</b>	<b>1,362,400</b>
 <u>Expenditures:</u>			
420-5006-501-4020 Depreciation	460,000	128,900	588,900
<b>Totals:</b>	<b>460,000</b>	<b>128,900</b>	<b>588,900</b>
 <b>Fund 211: Debt Service Fund</b>			
<u>Revenues:</u>			
211-0000-392-0100 Fund Balance Appropriations	\$ 32,013	\$ 393,600	\$ 425,613
<b>Totals:</b>	<b>32,013</b>	<b>393,600</b>	<b>425,613</b>
 <u>Expenditures:</u>			
211-0000-4805-481-4008 Bond Interest-General	1,148,714	393,600	1,542,314
<b>Totals:</b>	<b>1,148,714</b>	<b>393,600</b>	<b>1,542,314</b>

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

ATTEST:

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

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

APPROVED AS TO FORM:

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



AGENDA ACTION FORM

Consideration of Ordinances to Annex/ Amend Zoning of the Eastern Star Annexation

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

Action Form No.: AF: 213-2009  
Work Session: July 6, 2009  
First Reading/(Public Hearing Held): July 7, 2009

Final Adoption: July 21, 2009  
Staff Work By: K. Weems  
Presentation By: K. Weems

**Recommendation:**

- Approve ordinance for the Eastern Star annexation
- Approve ordinance amending the zoning ordinance for the Eastern Star annexation

**Executive Summary:**

This is the "Eastern Star" annexation of approximately 100 acres along Eastern Star Road, Mitchell Road, and Interstate 26, with a population of zero residents (commercial, industrial, and vacant land uses). This annexation has been initiated by the City of Kingsport. The current county zoning of the area is M-1 (Light Industrial) and PMD-2 (Planned Manufacturing District). The proposed city zoning for the area is M-1R (Light Industrial) and B-4P (Planned Business District). Both water and sanitary sewer currently serve the annexation

aa. During their May 2009 regular meeting, the Kingsport Regional Planning Commission voted (7-0 with one abstention) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received verbal opposition from two property owners during the Kingsport Regional Planning Commission meeting. The Notice of Public Hearing was published on June 22, 2009.

**Attachments:**

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

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



## AGENDA ACTION FORM

### Consideration of Ordinances to Annex/ Amend Zoning of the RS2 Annexation

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

Action Form No.: AF: 212-2009  
 Work Session: July 6, 2009  
 First Reading/(Public Hearing Held): July 7, 2009

Final Adoption: July 21, 2009  
 Staff Work By: K. Weems  
 Presentation By: K. Weems

#### Recommendation:

- Approve ordinance for the RS2 annexation
- Approve ordinance amending the zoning ordinance for the RS2 annexation

#### Executive Summary:

This is the "RS2" annexation of approximately 12 acres along Rock Springs Road, Snapps Ferry Road, Peppertree Drive and Peppertree Court, with a population of fifteen residents (vacant land single family uses). All property contained in this annexation has been petitioned for. The current county zoning of the area is A-1 (Agricultural & Residential). The proposed city zoning for the area is R-1B (Single Family) and B-4P (Planned Business District). Both water and sanitary sewer require an upgrade for this annexation. During their May 19 regular meeting, the Kingsport Regional Planning Commission voted (7-1) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received zero opposition as of June 24, 2009. The Notice of Public Hearing was published on June 22, 2009.

#### Attachments:

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

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



## AGENDA ACTION FORM

### Consideration of Ordinances to Annex/ Amend Zoning of the Flanders Street Annexation

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

Action Form No.: AF: 224-2009  
 Work Session: July 6, 2009  
 First Reading/(Public Hearing Held): July 7, 2009

Final Adoption: July 21, 2009  
 Staff Work By: J. Meredith  
 Presentation By: J. Meredith

#### Recommendation:

- Approve ordinance for the Flanders Street annexation
- Approve ordinance amending the zoning ordinance for the Flanders Street annexation

#### Executive Summary:

This is the "Flanders Street" annexation of approximately 2 acres along Flanders Street with a population of twenty residents (single family uses). The property contained in this annexation has been partially petitioned for by a property owner. The current county zoning of the area is R-3A (High-Density/Multi-Family). The proposed city zoning for the area is R-1B (Single Family). Both water and sanitary sewer currently serve this annexation area. During their May 2009 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen. This item has received zero opposition as of June 24, 2009. The Notice of Public Hearing was published on June 22, 2009.

#### Attachments:

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

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



## AGENDA ACTION FORM

**Consideration of a Resolution Authorizing the Issuance of a Purchase Order for the Supply of Ethernet Switches for Kingsport City Schools' Network Infrastructure to Personal Computer Systems, Inc.**

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

Action Form No.: AF-249-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009

Final Adoption: July 21, 2009  
 Staff Work By: Committee  
 Presentation By: J. Poteat

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids from four bidders were opened on June 4, 2009 for replacement Ethernet switches to be used in updating and expanding the voice and data communication network within Kingsport City Schools. The low bidder was requested to provide samples of the equipment that was bid, for testing and evaluation purposes. This equipment was evaluated by Schools Technology personnel and found to be satisfactory for the intended use. This project will be implemented in four phases over the next 12 months. It is recommended to approve the issuance of a purchase order to Personal Computer Systems, Inc. in the amount of \$362,852.00 for these switches.

Funding for this purchase is contained in Schools budget account # 141-7650-871.07-09 (contingent upon second reading of Action Form Number (AF-243-2009).

**Attachments:**

1. Resolution
2. Bid Minutes

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

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

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

**A RESOLUTION AWARDDING THE BID FOR PURCHASE OF  
ETHERNET SWITCHES FOR THE CITY SCHOOL SYSTEM AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PURCHASE ORDER FOR THE SAME**

WHEREAS, bids were opened June 4, 2009 for the purchase of Ethernet switches for use in updating and expanding the voice and data communication network within city school; and

WHEREAS, upon review of the bids the board finds Personal Computer Systems, Inc. is the lowest responsive compliant bidder meeting specifications for the purchase of Ethernet switches for use in updating and expanding the voice and data communication network within city school system in the best interest and advantage to the city, and the city desires to purchase the Ethernet switches at a cost of \$362,852.00; and

WHEREAS, funding will be provided from schools budget account # 141-7650-871.07-09;

Now therefore,

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

SECTION I. That the bid for purchase of Ethernet switches for use in updating and expanding the voice and data communication network within city school system at a cost of \$362,852.00 is awarded to Personal Computer Systems, Inc. and the City Manager is authorized to execute a purchase order for same.

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

ADOPTED this the 21st day of July, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**MINUTES  
BID OPENING  
June 4, 2009  
4:00 P.M.**

Present: Sandy Crawford, Procurement Manager; Eddie Page, Assistant Procurement Manager (Schools)

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

The Procurement Manager opened with the following bids:

<b>ETHERNET SWITCHES</b>					
Vendor:	Phase 1	Phase 2	Phase 3	Phase 4	Comments
Embarq	\$113,020.07	\$195,086.41	\$525,042.05	\$52,777.02	N/A
Personal Computer Systems	\$47,599.50	\$56,969.50	\$228,988.00	\$29,295.00	N/A
Dell Computer	\$107,432.76	\$128,474.80	\$529,360.96	\$52,101.06	N/A
Enfo Point, LLC	\$87,796.00	\$210,889.00	\$445,372.00	\$54,473.00	\$23,970.00 added for Network Management
Coleman Technologies, Inc.	\$162,316.40	\$234,173.60	\$771,001.60	\$80,874.00	\$8,317.40 added for Network Management

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



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Purchase of Road Salt to Cargill, Inc. for FY10

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

Action Form No.: AF-252-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009

Final Adoption: July 21, 2009  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids were opened on June 26, 2009 for the purchase of road salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with twelve East Tennessee government entities participating. It is recommended to award the bid for the purchase of road salt to Cargill, Inc. at a cost of \$86.25 per ton. The estimated annual cost is \$129,375 based on purchasing 1,500 tons.

The City is not required to purchase road salt unless and until it is needed.

The bid from Cargill, Inc. is the lowest, responsible, compliant bid meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City.

Funding is identified in account number 12140244613038.

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

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

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

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

A RESOLUTION AWARDING THE BID FOR  
PURCHASE OF ROAD SALT FOR USE BY THE  
CITY TO CARGILL, INC.

WHEREAS, bids were opened June 26, 2009 for the purchase of road salt for use by the Public Works Department on an as needed basis; and

WHEREAS, the bid was awarded by the City of Knoxville as a cooperative effort between twelve East Tennessee entities; and

WHEREAS, the City of Kingsport's road salt needs were represented on this bid as were all twelve entities; and

WHEREAS, upon review of the bids, the board finds Cargill, Inc. is the lowest responsive compliant bidder in the best interest and advantage to the city meeting specifications for the particular grade or class of material, work, or service, and the City of Kingsport desires to purchase the city's portion of the road salt at a cost of \$86.25 per ton from Cargill, Inc.; and

WHEREAS, the city is not required to purchase road salt unless and until it is needed; and

WHEREAS, funding is identified in State Street Fund for snow removal supplies account number 121-4024-461-3088.

Now therefore,

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

SECTION I. That the bid for purchase of the city's portion of road salt opened by the City of Knoxville on June 26, 2009 is awarded to Cargill, Inc. at a cost of \$86.25 per ton.

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

ADOPTED this the 21st day of July, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**City of Knoxville, Tennessee  
Cooperative Salt Bid Tabulation  
6/26/2009**

<b>Municipality</b>	<b>Comade, Inc.</b> Price Per Ton	<b>Cargill</b> Price Per Ton	<b>Morton Salt</b> Price Per Ton	<b>North American Salt**</b> Price Per Ton
City of Knoxville	no bid	no bid	86.10	**N Amer's bid was non-responsive, as it was not an "as-needed" bid.
City of Kingsport	93.00	86.25	95.32	
City of Bristol	93.00	no bid	97.80	
City of Elizabethton	93.00	no bid	96.42	
City of Mt. Carmel	93.00	no bid	93.45	
City of Church Hill	93.00	no bid	93.45	
East Tennessee State University	123.00	no bid	94.70	
Town of Jonesborough	123.00	no bid	95.32	
Town of Surgoinsville	123.00	no bid	92.17	
City of Johnson City	93.00	no bid	94.70	
City of Newport	123.00	no bid	88.72	
Knox County	93.00	77.93	86.10	

**Contact Information:**

Comade, Inc.  
Chris Schaller  
888 923-9922  
[cadmin@comade.com](mailto:cadmin@comade.com)

Morton Salt  
Debbi Jones, Sales Rep.  
708-891-5847

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**Cargill**

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Deseree Caver  
800-600-7258

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MEMORANDUM

July 1, 2009

TO: Brent Morelock, Assistant Procurement Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Acceptance of Road Salt Bid from Cargill

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After reviewing the bids on Road Salt I recommend we accept the bid of Cargill for \$86.25 per ton.

Thank you for your work in this matter.



## AGENDA ACTION FORM

**Consideration of a Resolution to Authorize the Mayor to Execute all Documents Necessary to Amend the Architect's Agreement with Cain Rash West Architects, Inc. for the Additions and Alterations to the V.O. Dobbins Community Center**

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

A handwritten signature in blue ink that reads "John G. Campbell".

Action Form No.: AF-239-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009

Final Adoption: July 21, 2009  
 Staff Work By: D. Mason/C. McCartt  
 Presentation By: C. McCartt

**Recommendation:** Approve the resolution.

**Executive Summary:**

The City entered an agreement with Cain Rash West Architects for design services related to the V.O. Dobbins Community Center expansion. The architect's agreement specified that the architect's fee would be based on a percentage of the actual construction cost.

The proposed amendment sets a not to exceed limit on the architect's compensation and sets a budget for reimbursable expenses.

This amendment does not impact the overall project budget. The not to exceed limit will be set at the same amount currently budgeted for design services.

**Attachments:**

1. Resolution
2. Supplemental Agreement No. 1

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CAIN RASH WEST ARCHITECTS, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT FOR DESIGN SERVICES RELATED TO THE ADDITIONS AND ALTERATIONS TO THE V.O. DOBBINS COMMUNITY CENTER

WHEREAS, the City and Cain Rash West Architects entered into a contract on October 8, 2008, to acquire professional design services for the Additions and Alterations to the V.O. Dobbins Community Center; and

WHEREAS, the City wishes to modify the agreement to modify the basis for compensation to set a not to exceed limit and define the budget for reimbursable expenses; and

WHEREAS, this modification does not alter the final project budget;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, Supplemental Agreement No. 1, modifying the Architect's agreement to revise the Basic A/E fees to include a not-to-exceed amount of \$459,826.00 and to account for estimated reimbursable costs up to \$20,000.00.

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

ADOPTED this the 21st day of July, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT BETWEEN OWNER AND ARCHITECT  
SUPPLEMENTAL AGREEMENT NO. 1**

**ADDITIONS AND ALTERATIONS TO THE V.O. DOBBINS COMMUNITY CENTER**

SUPPLEMENTAL AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Kingsport, hereinafter referred to as "Owner" and CainRashWest Architects, Inc., hereinafter referred to as the "Architect".

WITNESSETH THAT:

WHEREAS, the Owner and the Architect entered into a contract on October 8, 2008, to acquire professional design services for the Additions and Alterations to the V.O. Dobbins Community Center; and

WHEREAS the Owner desires to modify the basis for compensation to set a not-to-exceed limit and define the budget for reimbursable expenses;

NOW THEREFORE, it is hereby agreed between the parties hereto that the contract of October 8, 2008 be modified as follows:

COMPENSATION

Article 11 of the Agreement is hereby modified as follows:

Delete Article 11.1 in its entirety and replace with:

"Basic A/E Services for the project shall be a professional fee of 6 1/2 percent of the construction cost, not-to-exceed **\$459,826.00** calculated as follows:  
(\$8,400,394 maximum allowable construction cost x 6.5%) - (\$66,200 previous services) - (\$20,000 reimbursable expenses)"

Add the following to Article 11.8:

"11.8.3 Reimbursable Expenses shall not exceed **\$20,000.00** without prior written approval of the Owner."

ORIGINAL CONTRACT

All requirements of the aforesaid contract of October 8, 2008, except as specifically modified by this Supplemental Agreement No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their respective officers duly authorized as of the day and year first above written.

OWNER:  
CITY OF KINGSPORT

ARCHITECT:  
CAIN RASH WEST

\_\_\_\_\_  
Honorable Dennis R. Phillips  
Mayor

\_\_\_\_\_  
Dineen B. West  
Principal Architect

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

*(Executed in Duplicate Originals)*



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Issuance of a Purchase Order for the Supply of Library Books and Other Materials for the Opening Day Library Collection for John Adams Elementary School to Bound to Stay Bound Books, Inc.

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

Action Form No.: AF-250-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009

Final Adoption: July 21, 2009  
 Staff Work By: Committee  
 Presentation By: E. Page

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids from 6 bidders were opened on July 7, 2009 for an opening day library collection for John Adams Elementary School. The bidders were requested to provide a complete listing of authors and titles as well as a sample of the cataloging information they would furnish and a sample of a book with labels and barcodes attached. They were also requested to provide a collection that included certain specific authors, specific series of both fiction and non-fiction, reference collections and publishers. This requirement was included to insure that the collection would both meet the curriculum requirements as well as provide titles that are of the highest interest to K-5 students

Only two bidders proposed the required number of titles. Of these two, one had very few titles in some of the authors and series that were required in the Invitation to Bid. In addition the quality of the binding from Bound to Stay Bound Books has proven in use within Kingsport City Schools to last longer under heavy use. This is reinforced by their lifetime warranty on all books.

As the result of a review of the bids, and other submitted materials, by school personnel, Bound to Stay Bound Books, Inc. has been selected as the lowest responsible and compliant bidder to provide the opening day library. It is recommended to approve the issuance of a purchase order to Bound to Stay Bound Books, Inc. in the amount of \$155,507.57 for the start-up library collection.

Funding for this purchase is contained in project GP0715 for the construction and startup of John Adams Elementary School.

**Attachments:**

1. Resolution
2. Bid Minutes
3. Recommendation Memo

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

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

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

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF LIBRARY BOOKS AND OTHER MATERIALS FOR THE OPENING OF THE JOHN ADAMS ELEMENTARY SCHOOL LIBRARY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened July 7, 2009 for the purchase of a library collection for the opening of the John Adams Elementary School library; and

WHEREAS, upon review of the bids, and based on the information contained in action form 250-2009 and the recommendation memorandum attached thereto, which included the number and scope of titles and series, the durability of the book bindings, and the lifetime warranty on the bindings the board finds Bound to Stay Bound Books, Inc. is the lowest responsive compliant bidder meeting specifications for the supply of library books and other materials for the opening of the John Adams Elementary School in the best interest and advantage to the city, and the City of Kingsport desires to purchase library books and other materials at a cost of \$155,507.57; and

WHEREAS, funding will be provided from project GP0715;

Now therefore,

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

SECTION I. That the bid for purchase of library books and other materials for the opening of the John Adams Elementary School is awarded to Bound to Stay Bound Books, Inc. at a cost of \$155,507.57 and the City Manager is authorized to execute a purchase order for same.

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

ADOPTED this the 21st day of July, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**MINUTES  
BID OPENING  
July 7, 2009  
4:00 P.M.**

Present: Sandy Crawford, Procurement Manager; and Eddie Page, Assistant Procurement Manager (Schools)

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

The Procurement Manager opened with the following bids:

<b>OPENING DAY LIBRARY JOHN ADAMS ELEMENTARY SCHOOL</b>			
<b>Vendor:</b>	<b>Base Bid:</b>	<b>Delivery Time:</b>	<b>Comments:</b>
Capstone Publisher	\$61,580.75	30-45 Days	4,123 Items
Ingram Library Services	T.B.D.	45 Days	7,121 Items
Bound to Stay Bound	\$155,507.57	60 Days	10,000 Items
Mackin Library Media	\$139,368.91	45-75 Days	9,963 Items
Perma Bound Books	\$154,041.24	30 Days	9,500 Items
Follett Library Resources	\$136,214.47	15-25 Days	10,279 Items

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

**From:** Edwards, Lori  
**Sent:** Sun 7/12/2009 8:05 PM  
**To:** Page, Jr., Ralph "Eddie" E.  
**Cc:** Arnold, Dwain  
**Subject:** John Adams Opening Day Collection Recommendation

My recommendation is Bound to Stay Bound Books (BTSB) for the John Adams Elementary "Opening Day" Library collection. This decision was based not only on BTSB supplying approximately 20 books per student based on a 500 total student enrollment, but also because their product is high quality and has a longevity of approximately 15 years, in addition to a vast collection of both fiction and nonfiction titles. While other companies do produce library bound products, KCS experience with BTSB has proven that they provide a high quality product. This company is also very customer friendly.

Capstone Publishers submitted very few titles, most of which are Non-fiction. Although when ordering high interest non-fiction, this is my publisher of choice.

Ingram could not supply a total cost for their collection and they submitted one of the fewest number of titles.

Mackin, Perma-Bound and Follett seem to have an acceptable product, but I feel that the foundation of the collection should be the BTSB. Follett had very few titles that I requested from particular series and authors that are of great interest to students in grades K-5.

Follett states that only a "portion" of their titles are the FollettBound Platinum bindings which have an unconditional guarantee. BTSB states that all books are guaranteed and bound in library bindings. BTSB books also have fray-proof corners. This is one of the first parts of a book to be repaired (which costs additional monies for repair materials). No other book company product has this important feature.

Also, BTSB's Machine-Readable Cataloging (MARC) records are catalog ready and require few or no changes within the record for the library online catalog used for student searches.

The completion date with BTSB is within 60 days so books can arrive before this time. We are aware that the library will not be in complete operation at the first of school, but library skills and literary curriculum will be taught as scheduled from the beginning of school. The shipping date is not a major concern, while product quality is.

Although BTSB presented a higher bid, I feel that the long term investment of quality books is well worth the cost.

Lori Edwards  
Library Media Specialist  
John Adams Elementary  
Kingsport, TN



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program**

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

Action Form No.: AF-257-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009  
 Final Adoption: July 21, 2009  
 Staff Work By: Judy Smith  
 Presentation By: John Campbell

**Recommendation:** Approve the resolution.

**Executive Summary:**

The city would like to continue the Keep Kingsport Beautiful Program and is now ready to enter into an agreement with the Kingsport Chamber Foundation for the program. The previous agreement had been extended by the board until July 31, 2009, while waiting for some programming updates, which are completed and are now contained in section 2 of the attached agreement. The new agreement will be effective for the remainder of the fiscal year. It accounts for the extension of the former agreement, so the funding in the agreement has been reduced to eleven months, although the overall funding for the entire fiscal year is the amount the board has allocated. The funding for the missing month was provided in the amended agreement, which extended the prior agreement for one month and provided one twelfth of the overall fiscal year funding.

**Attachments:**

1. Resolution
2. Agreement

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

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

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

**A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT WITH THE KINGSFORT  
CHAMBER FOUNDATION FOR THE KEEP KINGSFORT  
BEAUTIFUL PROGRAM**

WHEREAS, the Kingsport Chamber Foundation is providing the Keep Kingsport Beautiful Program for the city.

Now therefore,

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

**SECTION I.** That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program for the remainder of fiscal year 2009-2010.

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

ADOPTED this the 21st day of July, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**THE KINGSPORT CHAMBER FOUNDATION**  
**“KEEP KINGSPORT BEAUTIFUL PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of August, 2009, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

**WITNESSETH:**

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
2. **DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:

- Litter prevention.

- Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
  - Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
  - Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
  - Involving the community with the annual Great American Cleanup.
- Beautification of the environs.
    - Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
    - Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
- Promotion of recycling.
- Promotion of environmental improvements.
- Increase public awareness through education and promotion.
    - Coordinating the annual Conservation Camp for 4<sup>th</sup> graders.
    - Maintaining the Environmental Reading program and other educational programs.
- Recognition of excellence in environmental and beautification improvements.
    - Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
    - Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed TWENTY-THREE THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS and NO/100 (\$23,467.00).
4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of ELEVEN THOUSAND SEVEN HUNDRED THIRTY-THREE and 50/100 (\$11,733.50) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.
5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FOUNDATION'S fiscal year for which operating assistance is provided, FOUNDATION will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for FOUNDATION'S fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from August 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on August 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING** FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or it employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in

the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT CHAMBER FOUNDATION**

\_\_\_\_\_  
MILES BURDINE  
Secretary

ATTEST:

By: \_\_\_\_\_  
LESLIE SNYDER  
Director, Keep Kingsport Beautiful

**CITY OF KINGSPORT**

\_\_\_\_\_  
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 Amending a 2008-2009 Agreement with the Kingsport Chamber Foundation by Extending the Term of the Agreement to September 1, 2009

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

A handwritten signature in black ink, appearing to read "John G. Campbell".

Action Form No.: AF-256-2009

Work Session: July 20, 2009

First Reading: N/A

Final Adoption: July 21, 2009

Staff Work By: John Campbell, Judy Smith

Presentation By: John Campbell

**Recommendation:** Approve the resolution.

#### **Executive Summary:**

It is recommended that the 2008-2009 agreement with the Kingsport Chamber Foundation for the Small Business Development and Entrepreneurship Program (aka KOSBE) be extended to September 1, 2009 or pending final negotiation of the agreement for fiscal year 2010, whichever comes first. The terms of the agreement for KOSBE are still being revised; again mainly section 2 dealing with the description of the project. The attached amendment to the KOSBE agreement will provide funding based on one twelfth of the funding for the entire fiscal year. Since this will be the second extension and now involves two months of operation the amendment accounts for payments for two months.

#### **Attachments:**

1. Resolution
2. Amendment to the Agreement for the Small Business Development and Entrepreneurship Program

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

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

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

A RESOLUTION AMENDING A FISCAL YEAR 2008-2009 AGREEMENT WITH THE KINGSPORT CHAMBER FOUNDATION BY EXTENDING THE TERMS OF THE AGREEMENT TO SEPTEMBER 1, 2009 AND TO STATE THE TERMS AND CONDITIONS UPON WHICH FINANCIAL ASSISTANCE WILL BE PROVIDED

WHEREAS, the city desires to amend the fiscal year 2008-2009 agreement with the Kingsport Chamber Foundation pertaining to the Small Business Development and Entrepreneurship Program (aka KOSBE) by extending the term of the agreement to September 1, 2009 and to state the terms and conditions upon which financial assistance will be provided by the city for the period pending final negotiation of the agreements for fiscal year 2010;

Now therefore,

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

SECTION I. That the Kingsport Chamber Foundation Small Business and Entrepreneurship Program Agreement entered into on the 1<sup>st</sup> day of July, 2008 for the period July 1, 2008 to June 30, 2009 is hereby amended by extending the term of the agreement to September 1, 2009 or the date a new agreement is executed by the parties, whichever occurs first, with the total amount to be paid under the amended agreement not to exceed \$9,167.00 for the month of August, 2009.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the amendment for the above-referenced agreement.

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

ADOPTED this the 21st day of July, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AMENDMENT TO AGREEMENT**

**BETWEEN**

**THE CITY OF KINGSPORT, TENNESSEE**

**AND**

**THE KINGSPORT CHAMBER FOUNDATION  
"SMALL BUSINESS DEVELOPMENT  
AND ENTREPRENEURSHIP PROGRAM"**

THIS amendment to the agreement made and entered into as of this 22nd day of July, 2009, by and between the City of Kingsport, hereafter called "CITY" and the Kingsport Chamber Foundation, hereafter called "FOUNDATION".

**WITNESSETH:**

WHEREAS, CITY and FOUNDATION agree that the agreement entered into on the 1<sup>st</sup> day of July, 2008, to assist in the establishment of new small businesses and the growth and development of existing small businesses in the downtown area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION for the period July 1, 2008 to June 30, 2009 needs to be amended for the second time to extend the term of the agreement to September 1, 2009 or until a new agreement is approved by the parties for fiscal year 2010, whichever comes first.

NOW THEREFORE, in consideration of the premises, the parties agree to amend the agreement as follows: by deleting in their entirety Section I. TERM; Section IV.COMPENSATION; and Section VIII. TERMINATION and substituting in their place the following:

**I. TERM.**

The term for this Agreement is extended to September 1, 2009 or until a new agreement is approved by the parties for fiscal year 2010, whichever comes first. The parties agree that funds allocated by CITY to FOUNDATION pursuant to this amendment can be used to reimburse FOUNDATION for eligible project expenses or or after July 1, 2009. In no event will CITY participate in project expenses incurred after September 1, 2009.

#### **IV. COMPENSATION.**

- A. The CITY has paid or will pay the FOUNDATION up to the sum of Nine Thousand One Hundred Sixty-seven Dollars (\$9,167) for the period of July 1, 2009 to August 1, 2009. In addition to that amount the CITY will pay FOUNDATION up to the sum of Nine Thousand One Hundred Sixty-seven Dollars (\$9,167) for the period of August 1, 2009 to September 1, 2009 for services provided as described in Section II Scope of Work.
- B. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- C. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FOUNDATION's fiscal year for which operating assistance is provided, FOUNDATION will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for FOUNDATION's fiscal year.
- D. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

#### **VII. TERMINATION.**

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed Eighteen Thousand Three Hundred Thirty-Four and NO/100 Dollars (\$18,334.00), which represents the maximum possible payment for August and September, 2009.

All other provisions of the July 1, 2008 Agreement shall remain in effect.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT CHAMBER FOUNDATION**

\_\_\_\_\_  
MILES BURDINE  
Secretary

\_\_\_\_\_  
AUNDREA WILCOX  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
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 an Interlocal Agreement Pertaining to Land Acquisition by the Airport

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

Action Form No.: AF-254-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009

Final Adoption: July 21, 2009  
 Staff Work By: Campbell, Billingsley  
 Presentation By: Mike Billingsley

**Recommendation:** Approve the resolution.

#### **Executive Summary:**

The Tri-Cities Regional Airport Airport Commission has found it necessary to acquire certain property near the end of Runway 27. The property is currently restricted, and while the property owner has reached an agreement with the Airport Commission for the purchase price for the property, the restrictions cannot be amended or modified. Thus, the Airport Commission recommends condemnation of the property to allow the acquisition of the property without the restrictions. Sullivan County has agreed to initiate the condemnation action provided all the owners approve an Interlocal Agreement. Attached is a draft of an Interlocal Agreement setting out the agreement of the owners pertaining to the condemnation. The attached resolution authorizes the mayor to execute an Interlocal Agreement regarding this matter similar to the one attached.

#### **Attachments:**

1. Letter from Patrick Wilson and Attachments
2. Draft of Interlocal Agreement
2. Resolution

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

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



7/10/09 copied  
Mike Billingsley

July 8, 2009

Mr. John Campbell,  
City Manager  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

Dear Mr. Campbell:

As you may be aware, the Tri-Cities Airport Commission has been working to acquire six residential subdivision lots that are located within approximately 200 feet of the end of Runway 27 at Tri-Cities Regional Airport (TRI). Over the past five years, the Airport Commission has been working with the property owner (Grande Harbor, LLC) to evaluate alternatives for the acquisition of these lots. Unfortunately, the subdivision restrictions placed on these lots by the developer cannot be amended. These restrictions are in conflict with the potential future development needs of TRI.

The Airport Commission has come to an agreement with the property owner related to the purchase price of the six lots. However, it will require a court order through a condemnation process to permanently remove the subdivision restrictions from the property. At its meeting on June 25, 2009, the Tri-Cities Airport Commission approved a resolution to initiate the condemnation action necessary to acquire these lots without the restrictions. Because the Airport is operated by a Commission, the Airport cannot pursue condemnation action directly. Thus, one of the Airport's six owners must initiate the condemnation action on behalf of the Airport. Sullivan County, Tennessee has agreed to initiate the condemnation action, contingent upon the six owners entering into an Intergovernmental Agreement. Mr. Scott Powers with the firm of Hunter, Smith & Davis will be serving as the Airport Commission's legal counsel on this matter. Mr. Powers will be contacting your city attorney to coordinate a review of the Intergovernmental Agreement. You will also find accompanying this letter a summary describing the Airport's needs in acquiring this property and an exhibit showing the location of the property.

The agreement reached with the property owner requires the condemnation action to be initiated by September 8, 2009. Thus, the Airport Commission would request that the City of Kingsport give consideration of the proposed Intergovernmental Agreement at your next available opportunity. If you need any additional information at this time, please contact my office. Thank you for your assistance in this matter.

Sincerely,

Patrick W. Wilson  
Executive Director

Cc: John Abe Teague, TCAC  
Ken Maness, TCAC  
Parker Smith, TCAC



Tri-Cities Airport Commission P.O. Box 1055 Blountville, Tennessee 37617-1055  
www.TRIfight.com Phone (423) 325-6001 FAX (423) 325-6060 FTZ #204



Tri-Cities Regional Airport  
Summary of Airport Operational and Development Needs  
Property at the Approach End of Runway 27 (Grande Harbor Lots 36 – 41)  
June 25, 2009

The following items provide a summary of various operational and development issues related to the above referenced property:

1. **Protection of People and Property on the Ground:** The subject lots are located within the Runway Protection Zone (RPZ) for Runway 27. The RPZ is designed to protect people and property on the ground. The FAA guidance documents specifically state that residential development is not compatible within an RPZ and should be prohibited.
2. **Protection of Aircraft Operations:** This property is directly under the Approach Zone for Runway 27. Construction of buildings in this area could obstruct the ability of aircraft to safely arrive and depart from this runway.
3. **Runway Safety Area (RSA):** A Runway Safety Area is a graded grass area designed to allow an aircraft to safely stop if it overruns the end of a runway. The RSA for Runway 27 is presently 150 ft. long. Current FAA standards require an RSA of 300 ft. in length. The FAA has allowed Runway 27 to be temporarily covered by a grandfather provision that allows the RSA to be less than the current standard. This grandfather provision may end in 2015 or at any time the runway undergoes a significant reconstruction project. At that time, the FAA could require the Airport to extend the RSA or shorten Runway 27 to obtain the required RSA length. Shortening the length of the runway would reduce the size of aircraft that could operate on the runway. If these standards are not met, the FAA can mandate that air carrier aircraft cannot use the runway. The runway is not frequently used by air carriers, but the runway can occasionally serve smaller air carrier aircraft as an alternative runway.
4. **Noise Compatibility Issues:** The 1999 Airport Master Plan included noise modeling that indicated this property does not experience a noise level the FAA considers significant (65 DNL and above). However, many airports experience ongoing noise complaints from homeowners that are in similar locations, even when the homeowners built homes in a preexisting runway approach. Acquisition of the subject property would prevent future incompatible development related to noise.
5. **Airfield Perimeter Road:** The Airport does not currently have an airfield perimeter roadway. This is a roadway that can be used by fuel trucks, tugs, de-icing equipment, maintenance equipment, fire/rescue equipment and other ground equipment that cannot travel on public roads. Currently, this equipment is required to cross an active runway to access the south side of the airfield. Equipment crossing an active runway can increase the chance of a runway incursion (conflict between ground equipment and an aircraft during landing or takeoff). As the south side of the airport continues to develop, the need for ground equipment to travel from the terminal area to the south side will increase. A perimeter roadway is a high priority to maintain a safe

operating environment on the airfield. Because of significant terrain variations around the Airport, a perimeter roadway would need to be routed around the end of Runway 27.

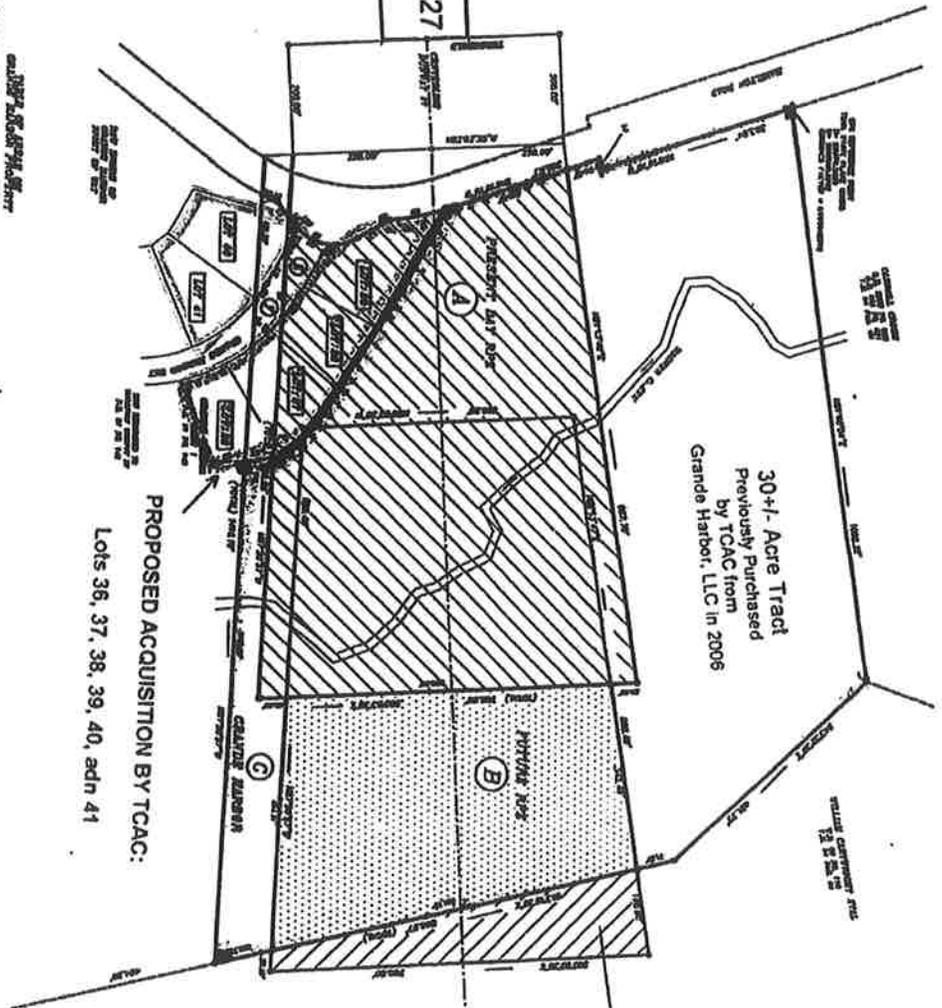
6. **Extending Runway 9/27:** Runway 9/27 is approximately 4,500 ft. long. This runway length is designed for aircraft in design Category B (i.e., KingAir 200). The 1999 Airport Master Plan forecasts that the number of larger and faster Category C aircraft operating at TRI will steadily increase. The Master Plan identified the need to extend Runway 27 to a length of 5,000 ft. in order to accommodate the increase in Category C aircraft. These larger Category C (i.e., Gulfstream G-II) aircraft are being increasingly used by corporate flight departments. Additionally, a 5,000 ft. runway would more safely accommodate TRI's air carrier aircraft in the event of emergencies or maintenance on the primary runway. The need for an extension would be contingent upon actual demand. Acquisition of the subject property would give the Airport an option to extend the runway, if it were ever needed.
7. **Maximize the Availability of a Secondary Runway:** Although the majority of the Airport's operations occur on Runway 5/23, there are many factors that make Runway 9/27 important to users of the Airport. Some current air carrier aircraft can use this runway if prevailing winds dictate or if the primary runway is unavailable due to other operational issues. Runway 9/27 provides the only alternate runway when Runway 5/23 is closed for maintenance or construction. Without Runway 9/27, the Airport would effectively be closed during some periods of work on Runway 5/23.

TRI's runways represent a significant investment in facilities and are major assets to travel in and out of our region. Protecting the current and future capabilities of Runway 9/27 should be a high priority. The above items represent an overview of why the Airport should attempt to protect the future ability to develop the land at the end of Runway 27.



Runway 9/27

30+/- Acre Tract  
Previously Purchased  
by TCAC from  
Grande Harbor, LLC in 2006



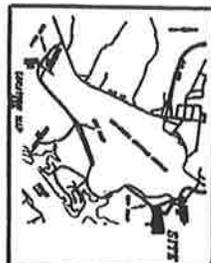
PROPOSED ACQUISITION BY TCAC:  
Lots 36, 37, 38, 39, 40, adn 41

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SURVEY FOR  
TRI-CITIES REGIONAL AIRPORT  
SULLIVAN COUNTY, TENNESSEE  
JOHN R. WISE, R.L.S. 891  
DATE: MARCH 4, 2005  
SCALE: 1" = 100'



**WEEK & ASSOCIATES SURVEYORS**  
P.O. Box 465  
Blountville, Tennessee 37617  
423-323-4562 FAX 423-323-4564

**TRI-CITIES REGIONAL AIRPORT**  
SULLIVAN COUNTY, TENNESSEE

APPROVED  
12/16/05 Amended by Revision for  
use as exhibit

**INTERGOVERNMENTAL AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made and entered into effective as of the \_\_\_\_ day of July, 2009, by and among Sullivan County, Tennessee; the City of Kingsport, Tennessee; the City of Bristol, Tennessee; the City of Bristol, Virginia; Washington County, Tennessee; the City of Johnson City, Tennessee; and the Tri-Cities Airport Commission (the "Commission").

**WITNESSETH**

**WHEREAS**, on October 24, 1935, the City of Bristol, Tennessee; the City of Kingsport, Tennessee; the City of Johnson City, Tennessee; and Sullivan County, Tennessee entered into a contract providing for the joint ownership and operation of an airport and airport facilities in Sullivan County, Tennessee, now known as Tri-Cities Regional Airport, Tennessee Virginia (the "Airport"); and

**WHEREAS**, as a result of a conveyance from Johnson City to Washington County on July 16, 1948, and an Agreement, dated December 22, 1964, Washington County and Bristol, Virginia, acquired interests in the Airport jointly with the then existing owners; and

**WHEREAS**, pursuant to said contract, agreement and conveyance, the Airport property is owned as follows:

Washington County	20%
Johnson City	20%
Sullivan County	20%
Kingsport	20%
Bristol, Tennessee	10%
Bristol, Virginia	10%

**WHEREAS**, the Airport is governed by the Commission, composed of twelve (12) members selected as follows:

Washington County	3 members
Johnson City	3 members
Sullivan County	2 members
Kingsport	2 members
Bristol, Tennessee	1 member
Bristol, Virginia	1 member

**WHEREAS**, in order to provide for the efficient operation of the Airport and the expansion of the services of the Airport to meet the needs of the tri-cities area, the Commission

has determined that it is necessary and desirable and in the best interest of the Airport and its owners to acquire, through condemnation, certain parcels of real property located in Sullivan County and further described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, neither the Airport nor the Commission has the power under Tennessee law to commence a condemnation action to acquire the Property; and

**WHEREAS**, in order to provide an efficient mechanism for condemnation of the Property, it has been determined by the Commission and agreed to by the parties hereto that Sullivan County shall commence condemnation proceedings in accordance with the terms hereof to acquire the Property (the "Condemnation Action"); and

**WHEREAS**, Sullivan County, Kingsport, Bristol, Tennessee, Washington County and Johnson City are authorized by Section 42-5-202, Tennessee Code Annotated, and provisions relating thereto, to enter into this Agreement for the purpose of taking joint action with respect to the Airport; and

**WHEREAS**, Bristol, Virginia is authorized to enter into this Agreement for the purpose of taking joint action with respect to the Airport requesting said Condemnation Action; and

**WHEREAS**, the Commission shall apply for Federal Aviation Administration grant funds (the "FAA Grant Funds") for reimbursement of the costs, expenses and damages associated with the Condemnation Action; and

**WHEREAS**, for the purpose of more fully setting forth the agreements, undertakings, and obligations of the parties with respect to the matters set forth above, the parties enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follow:

1. Sullivan County Condemnation Action. Subject to the terms and conditions of this Agreement, for the purpose condemning the Property on behalf of Kingsport, Tennessee; Bristol, Tennessee; Bristol, Virginia; Washington County, Tennessee; and Johnson City, Tennessee (individually, a "Participating Entity" and, collectively, the "Participating Entities"); as joint owners of the Airport, Sullivan County agrees to initiate Condemnation Action to acquire the Property pursuant to the requirements of Tennessee law.

2. General Condemnation Cost Repayment. Sullivan County shall be reimbursed for the costs, expenses, damages and judgment(s) resulting from the Condemnation Action (the "Condemnation Costs") by the Commission with funds from the Airport. While the Commission shall pursue reimbursement for the costs, expenses, fees, damages and judgment(s) resulting from the Condemnation Action (the "Condemnation Costs") primarily from FAA Grant Funds, the Commission hereby covenants and agrees that, the Commission will pay to Sullivan County the Condemnation Costs from Airport funds.

3. Payment of Condemnation Costs. Upon the issuance of a final order of the court in the Condemnation Action, the Commission shall reimburse Sullivan County with Airport funds for the Condemnation Costs set forth in the final order along with any cost and expenses of the Condemnation Action; provided, however, the Commission shall withhold from payment an amount equal to the market value of the Property, which shall be paid to Sullivan County upon delivery of its quitclaim deed transferring ownership of the Property to the Commission.

4. Indemnification. The Commission shall indemnify and hold the Participating Entities harmless from any and all of the Condemnation Costs, including all attorneys fees and expenses incurred in investigating, defending or otherwise responding to any such matters arising from any claims, demands, suits, proceedings, investigations, or other matters arising from the Condemnation Action; and further including all reasonable attorneys fees and expenses incurred by the Airport or Sullivan County in pursuing the Condemnation Action or otherwise responding to any such matters.

5. Representation. Sullivan County shall be represented by Hunter, Smith & Davis, LLP in the Condemnation Action with assistance from the Sullivan County Attorney.

6. Entire Agreement. This Agreement constitutes the entire agreement to parties hereto and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement contained, shall not affect the validity and enforceability of the remainder of this Agreement or any part hereof.

8. Amendment. This Agreement shall be amended only by written agreement signed by all the parties hereto.

9. Not Assignable. This Agreement and the rights and duties hereunder shall not be assigned by any of the parties hereto.

10. Termination. This Agreement shall be in effect for the duration of the Condemnation Action and shall terminate upon payment in full of the Condemnation Costs.

11. Notices. Any notices, consents, approvals, requests or actions permitted or required hereunder shall be deemed given when mailed certified mail, return receipt requested, postage prepaid, or sent by facsimile transmission, or given by hand delivery, at the addresses, fax numbers or locations, as appropriate, set forth below, unless a different person, address, number or location is designated to the other parties by notice given as provided herein:

DRAFT

To Sullivan County:

Sullivan County, Tennessee  
Sullivan County Courthouse  
Main Street - 2nd Floor  
Blountville, Tennessee 37617  
Attn: Director of Accounts and Budgets  
Telephone: (615) 323-6409  
Fax: (615) 323-7249

To Washington County:

Washington County, Tennessee  
Post Office Box 219  
Jonesborough, Tennessee 37659  
Attn: Director of Budgets and Accounts  
Telephone: (615) 753-1717  
Fax: (615) 753-1718

To Kingsport:

City of Kingsport, Tennessee  
City Hall  
225 West Center Street  
Kingsport, Tennessee 37660-4237  
Attn: City Manager  
Telephone: (615) 229-9411  
Fax: (615) 229-9350

To Johnson City:

City of Johnson City, Tennessee  
601 East Main Street  
Post Office Box 2150  
Johnson City, Tennessee 37605-2150  
Attn: Assistant City Manager  
Telephone: (615) 929-9171  
Fax: (615) 929-9245

To Bristol, Tennessee

City of Bristol, Tennessee  
Municipal Building  
801 Broad Street  
Bristol, Tennessee 37620  
Attn: City Manager  
Telephone: (615) 989-5501  
Fax: (615) 989-5506

To Bristol, Virginia

City of Bristol, Virginia  
City Hall  
497 Cumberland Street  
Bristol, Virginia 24201  
Attn: City Manager  
Telephone: (703) 645-7333

DRAFT

To the Airport  
Commission:

Fax: (703) 645-7345

Tri-Cities Regional Airport  
US Highway 75  
Blountville, Tennessee 37617  
Attn: Executive Director  
Telephone: (615) 323-6287  
Fax: (615) 323-6336

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, contains all representations, declarations and statements from either party to the other, and expresses the entire understanding between the parties with respect to the transaction provided for herein. All prior memoranda, letters, statements and agreements concerning this subject matter are merged in and replaced by this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the laws of the United States, as applicable.

15. Limitation of Liability. No member of the Airport Commission, nor any officer of the Airport, nor any public official of a Participating Entity consenting to or approving the issuance of the execution and performance of this Agreement by the Participating Entities shall be personally liable in any event for (i) any payment due for the Condemnation Costs pursuant to this Agreement, or (ii) the performance of any obligation or agreement of any kind whatsoever regarding this Agreement.

(Signatures on following pages)  
(Remainder of page intentionally left blank)

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

ATTEST:

SULLIVAN COUNTY, TENNESSEE

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
County Executive

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

ATTEST:

CITY OF BRISTOL, TENNESSEE

\_\_\_\_\_  
City Recorder

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

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

ATTEST:

CITY OF BRISTOL, VIRGINIA

\_\_\_\_\_  
City Recorder

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

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

ATTEST:

CITY OF JOHNSON CITY, TENNESSEE

\_\_\_\_\_  
City Recorder

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

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

(Additional signatures on following pages)  
(Remainder of page intentionally left blank)

DRAFT

**ATTEST:**

**WASHINGTON COUNTY, TENNESSEE**

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
County Executive

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

**ATTEST:**

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
City Recorder

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

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

**ATTEST:**

**TRI-CITIES AIRPORT COMMISSION**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
John Abe Teague, Chairman

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH SULLIVAN COUNTY, TENNESSEE REGARDING THE CONDEMNATION OF REAL PROPERTY FOR AIRPORT USE

WHEREAS, the Tri-Cities Regional Airport Airport Commission has determined that it is necessary to acquire certain property near the end of Runway 27; and

WHEREAS, the property owner has reached an agreement with the Airport Commission for the purchase price for the property; and

WHEREAS, the property is restricted and the restrictions cannot be amended or modified; and

WHEREAS, Sullivan County, Tennessee has agreed to initiate condemnation proceedings that will remove the restrictions provided the other airport owners execute an Interlocal Agreement regarding the same;

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, an Interlocal Agreement with Sullivan County, Tennessee and the other owners of the Tri-Cities Regional Airport pertaining to the condemnation of six residential subdivisions lots lease from the owner.

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

ADOPTED this the 21st day of July, 2009.

\_\_\_\_\_  
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 all Documents Necessary and Proper for the Purchase of Four Properties from the Industrial Development Board of the City of Kingsport, Tennessee for the V.O. Dobbins Project**

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

Agenda Form No.: AF 245-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009

Final Adoption: July 21, 2009  
 Staff Work: C. McCartt/J. Smith  
 Presentation: Chris McCartt

**Recommendation:** Approve the Resolution

**Executive Summary:**

Approval of this resolution will allow the City of Kingsport to purchase four properties from the Kingsport Industrial Development Board which were purchased in order to have the necessary property for the expansion of the V.O. Dobbins Community Center (please refer to the attached location map). The purchase price of \$238,513.31 for the four properties includes the purchase price for each unit along with the necessary legal fees as well as demolition costs for the structures. Funding for the purchase of these properties was included in the already approved bond issue for the V.O Dobbins Community Center.

**Attachments:**

1. Resolution
2. Location Map

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR THE PURCHASE OF FOUR PROPERTIES FROM THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR THE V. O. DOBBINS PROJECT

WHEREAS, the city needs the property located at 316 Wheatley Street, 320 Wheatley Street, 321 Louis Street, and 317 and 317 ½ Louis Street for the V. O. Dobbins renovation project; and

WHEREAS, the Industrial Development Board of the City of Kingsport, Tennessee has acquired the properties; and

WHEREAS, Industrial Development Board of the City of Kingsport, Tennessee is prepared to sell these properties to the city for the amount it costs the Industrial Development Board to acquire the properties;

Now therefore,

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

SECTION I. That the designated alderman is authorized to offer \$238,513.31 for the purchase of the real property located at 316 Wheatley Street, 320 Wheatley Street, 321 Louis Street, and 317 and 317 ½ Louis Street in Kingsport, from the Industrial Development Board of the City of Kingsport, Tennessee subject to such conditions as deemed appropriate by the designated alderman in consultation with the city attorney, including such conditions as usually required by the city for acquisition of real property.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, an agreement and all other documents necessary and proper to effectuate the purpose of the agreement, to purchase 316 Wheatley Street, 320 Wheatley Street, 321 Louis Street, and 317 and 317 ½ Louis Street in Kingsport for \$238,513.31 from the Industrial Development Board of the City of Kingsport, Tennessee subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport.

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

ADOPTED this the 21st day of July, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**316 and 320 Wheatley St, 321 and 317, Louis St.**



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## AGENDA ACTION FORM

**Consideration of a Resolution Awarding the Bid for Bakery Items for the City of Kingsport School Food and Nutrition Program to Otis Spunkmeyer and Authorizing the Mayor to Sign all Applicable Documents**

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

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

Action Form No.: AF-251-2009  
 Work Session: July 20, 2009  
 First Reading: July 21, 2009

Final Adoption: July 21, 2009  
 Staff Work By: Committee  
 Presentation By: S. Crawford/E. Page

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids were opened July 14, 2009 for bakery items to establish a continual supply of 16 items for use by the City of Kingsport School Nutrition Program. It is recommended to accept the bid from Otis Spunkmeyer in the amount of \$ 90,000.00 and execute a contract for the time period of July 1, 2009 – June 30, 2010. The bid documents include a renewal option on an annual basis in (1) year increments up to (4) additional years providing all terms, conditions and cost are acceptable to both parties.

Funding will be provided from the School Food and Nutrition Program.

**Attachments:**

1. Resolution
2. Bid Minutes

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

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

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

A RESOLUTION AWARDING THE BID FOR PURCHASE OF BAKERY ITEMS FOR THE SCHOOL FOOD AND NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND ALL APPLICABLE DOCUMENT FOR THE SAME

WHEREAS, bids were opened July 14, 2009 for the purchase of bakery items for the school food and nutrition program; and

WHEREAS, upon review of the bids the board finds Otis Spunkmeyer is the lowest responsive compliant bidder meeting specifications for the purchase of bakery items for the school food and nutrition program in the best interest and advantage to the city, and the city desires to purchase the bakery items at a cost of \$90,000.00; and

WHEREAS, the parties will execute a contract for the purchase of such bakery items for the term of July 1, 2009 to June 30, 2010, with a renewal option on an annual basis in one year increments up to four additional years providing all terms, conditions and cost are acceptable to both parties; and

WHEREAS, funding will be provided from from the School Food and Nutrition Program;

Now therefore,

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

SECTION I. That the bid for purchase of bakery items for the school food and nutrition program at a cost of \$90,000.00 is awarded to Otis Spunkmeyer.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement, and all other documents necessary and proper to effectuate the purpose of the agreement, with Otis Spunkmeyer for the purchase of bakery items for the school food and nutrition program for the term of July 1, 2009 to June 30, 2010, with a renewal option on an annual basis in one year increments up to four additional years providing all terms, conditions and cost are acceptable to both parties.

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

ADOPTED this the 21st day of July, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 July 14, 2009  
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Eddie Page, Assistant Procurement Manager Schools

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

The Procurement Manager opened with the following bids:

<b>SCHOOL NUTRITION BAKERY BID 2009-2010</b>	
Description/Brand - Otis Spunkmeyer or Equivalent	Vendor - Otis Spunkmeyer
Sweet Discovery Cookie, All Varieties: Chocolate Chip, Double Chocolate Chip, Sugar, M&M, Cinnamon, Macadamia Nut, Oatmeal Raisin, Strawberry Shortcake, Peanut Butter, Reese's Pieces, Smores, Turtle, etc.	\$46.04 To \$48.74
Sweet Discovery Cookie, All Varieties - Same as 1.33 Oz.	\$46.04 to \$48.74
Value Zone (Economy) Cookie, All Varieties - Chocolate Chip, Oatmeal Raisin, Sugar, Carnival, Reduced Fat	\$26.34 \$29.02 \$30.48
Value Zone Cookie, All Varieties - Chocolate Chip, Double Chocolate Chip, Sugar, Carnival	\$26.34 to \$29.02
d Brownie	\$49.83
Double Chocolate Walnut Brownie	No Bid
Turtle Brownie	No Bid
Danish, IW, All Varieties	\$38.91 \$41.87
Bagels, IW, All Varieties	\$19.12
Cookie Bag	No Bid
Muffins, IW, All Varieties, Reduced Fat, Whole Grain	\$37.97
Muffins, IW, All Varieties, Reduced Fat	\$20.24
Cinnamon Roll, IW	\$30.15
Cinnamon Roll, IW	\$38.26
Assorted Muffins, IW	\$38.20
Assorted Muffins, IW	\$15.63

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



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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE KINGSPORT CONVENTION AND VISITORS BUREAU PROGRAM

WHEREAS, the Greater Kingsport Area Chamber of Commerce, Inc. is providing the Kingsport Convention and Visitors Bureau program for the city.

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the Greater Kingsport Area Chamber of Commerce, Inc. for the Kingsport Convention and Visitors Bureau program for the remainder of fiscal year 2009-2010.

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

ADOPTED this the 21st day of July, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC.**  
**“KINGSPORT CONVENTION AND VISITORS BUREAU”**

THIS AGREEMENT made and entered into as of this 1st day of August, 2009, by and between the City of Kingsport, hereafter called “CITY” and the Greater Kingsport Area Chamber of Commerce, Inc., hereafter called “CHAMBER”.

**WITNESSETH:**

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHAMBER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**SECTION 1. PURPOSE OF THE AGREEMENT.** CITY, through its duly elected officials, desires to contract for services with CHAMBER for the purpose of planning and conducting programs of information and publicity designed to attract to Kingsport and the surrounding area conventions, visitors, commercial travelers, tour groups, tourists, and other persons from outside the area, to promote the regional tourism industry, and to encourage, assist, and coordinate the efforts of public and private organizations of groups of citizens to publicize the facilities, attractions, historical points of interest of Kingsport and the surrounding area. This shall be accomplished through the Kingsport Convention and Visitors Bureau (KCVB).

## **SECTION 2. DESCRIPTION OF THE PROJECT.**

- A. Increasing tourism revenue through the continued promotion of Kingsport as a destination site for conventions, motorcoach tours, amateur athletics, business, and leisure travelers.
- Recruit in the above markets through attendance in trade shows and sales missions, with an emphasis on direct sales calls.
  - Produce direct mail pieces aimed at target markets to keep Kingsport “top of mind”.
  - Host meeting planners and tour operators for site inspections of Kingsport’s meeting facilities, attractions and recreational offerings.
- B. Provide support and services to visitors and the local community.
- Produce collateral material to assist visitors (i.e. visitors guide, two events calendars and quick reference sheet map).
  - Provide bureau services for conventions, motorcoach tours and athletic events to encourage new and repeat business.
  - Increase attendance and length of stay for conventions and events by offering/encouraging pre and post conference tours, spousal tours and children’s tour options.
  - Continue to maintain Kingsport Ambassador Program to provide registration assistance, welcoming committee, tour escorts, etc. (tie in with citizen involvement).
- C. Increase the visibility of Kingsport to encourage the traveling public to visit the City.
- Provide visitor information services (i.e. maintain/operate two visitor information centers, maintain/update internet web site, brochure distribution at statewide welcome centers and strategic brochure distribution services locally and regionally).
  - Oversee maintenance and screen new applicants for directional signage program in Kingsport.
- D. Encourage and assist local citizens, area businesses and the tourism industry in promoting Kingsport’s facilities and events.
- Support marketing thrusts of Kingsport properties (i.e. through direct marketing efforts and advertising to generate leads in the areas of conventions, motorcoach tours, athletic events and leisure travel).
  - Develop programs to help area business capitalize on tourism (familiarization tours, cooperative advertising, events calendar, etc.).

- E. Develop a communications plan designed to inform target customers markets about Kingsport and increase awareness of Kingsport's appeal and the benefits of tourism.
- Advertise in travel and trade publications to increase awareness and to generate leads.
  - Increase Kingsport's exposure by producing a master editorial calendar and by implementing a media solicitation program requiring regular personal, telephone and written contact with national, state, regional and local media.
  - Maintain photo library and develop media kits designed to communicate Kingsport's appeal to each market.
  - Ensure that Kingsport is fully and accurately represented in all free listings via state, regional and national publications or collateral materials (i.e. Tennessee Tour Operators Manual, Meeting Planners Guide, Vacation Guide, etc.).
- F. Support tourism development efforts in Northeast Tennessee, Southwest Virginia and throughout the State of Tennessee.
- Participate in tourism development efforts with local, regional, state and national agencies to maximize KCVB's physical and financial resources.
  - Leverage advertising budget through cooperative advertising programs with local travel industry to secure Tennessee Department of Tourism advertising grant.
  - Encourage and support area tourism agencies to jointly produce collateral materials that are designed to attract special interest audiences (i.e., hiking/biking trails, festivals brochure, arts and entertainment, etc.).
- G. Ensure the continued growth of Kingsport's tourism industry.
- Actively participate in ongoing development of MeadowView.
  - Screen new events for potential KCVB physical and financial support.
  - Encourage, support and assist in the development of new and existing hotel/motel properties, attractions, restaurants, tearooms and tourism development efforts in Kingsport.
- H. Appendix setting out certain goals and objectives as agreed to by the parties for the upcoming year will be attached and incorporated herein by reference.

**SECTION 3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHAMBER is 62.5% of the total hotel/motel tax received by CITY but the amount under this Agreement will not exceed said 62.5%. CHAMBER will submit to the City Manager no later than March 1 of each year the proposed annual budget for the Visitation Program. The budget will be reviewed by the City Manager and approved by the Board of Mayor and Aldermen as a part of the normal

annual budget process. Proposed Amendments to the annual budget which would propose to increase or decrease the total budget will be submitted to the City Manager and approved by the Board of Mayor and Aldermen.

**SECTION 4. REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in monthly payments. Funds not spent or encumbered at the end of the fiscal year will remain with the Visitors' Council until such time as this Agreement is not renewed, whereupon the remaining funds will be returned to the General Fund of the City and reappropriated at the discretion of the Board of Mayor and Aldermen for tourism promotional activities or capital projects related to tourism. These monies shall be accounted for separately from the other monies of the KCVB and shall be restricted to their use solely for tourism activity as described in Section 2 of this Agreement. CHAMBER is to send to CITY reports of the actual net operating cost on a semi-annual basis.

**SECTION 5. REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

**SECTION 6. SPECIAL PROVISIONS.** Due to the unique nature and structure of the services rendered to the CITY under this agreement the parties agree to the following special provisions:

- A. There is hereby created a committee of three individuals to oversee and generally regulate the activities of the KCVB, which committee shall be known as the oversight committee. The members of the oversight committee shall be nominated by the mayor and approved by the board of mayor and aldermen. This committee shall have the authority and responsibility to resolve any dispute that may arise between the CHAMBER and the KCVB. The committee shall have sole authority on all personnel matters relating to the KCVB executive director.
- B. The budget for the KCVB shall be developed by the KCVB executive director. It shall be reviewed by the CHAMBER's chief executive officer. The KCVB executive director and the CHAMBER's chief executive officer shall negotiate any changes in the budget. It shall be reviewed by the KCVB Council, and if recommended by the Council, it shall be sent to the CHAMBER's board for approval or denial. The CHAMBER's board shall have thirty days from the date of submission of the same to it to consider the budget. If the CHAMBER's board fails to approve the budget recommended by the KCVB Council or fails or refuses to act within thirty days of submission of the budget to it the matter shall be referred to the oversight committee for approval, modification, or denial, and its decision shall be final.
- C. The KCVB executive director shall comply with the written personnel policies, pay policies, travel policies, and other such written policies applicable to all other personnel of the CHAMBER. The KCVB executive director shall be permitted to

review and recommend modifications to such policies. Notwithstanding anything to the contrary the KCVB executive director shall exercise hiring, firing, disciplinary action, and day to day oversight of KCVB employees in consultation with the CHAMBER's chief executive officer. In the event of a dispute between the KCVB executive director and the CHAMBER's chief executive officer regarding such issues the matter shall be referred to the oversight committee for final decision.

- D. Issues involving expenditures of funds by KCVB shall be reviewed by the CHAMBER's chief executive officer for his recommendation, and then the matter shall be reviewed by the KCVB Council Chairperson, or designee from the Council. If the KCVB Council Chairperson, or designee from the Council, denies such expenditure the matter shall be considered completed. If the KCVB Council Chairperson, or designee from the Council, approves the expenditure the matter shall be sent to the CHAMBER's Board Chairperson, or designee from the Board, for approval or denial. In the event the expenditure is denied by the CHAMBER's Board Chairperson, or designee from the Board, and a dispute arises the matter shall be referred to the oversight committee for final decision.
- E. The selection process and makeup of the KCVB Council shall be determined by the oversight committee. The new council shall take office January 1, 2010.
- F. The CHAMBER Board and the KCVB Council shall amend their by-laws, if necessary, to comply with the provisions contained in this section 6.

**SECTION 7. AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of CHAMBER'S fiscal year for which operating assistance is provided, CHAMBER will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for CHAMBER'S fiscal year.

**SECTION 8. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

**SECTION 9. CHANGES.** No changes shall be made to this Agreement except upon a written amendment executed by all parties hereto.

**SECTION 10. ASSIGNMENT AND SUBLETTING.** CHAMBER will not assign any rights to funds without prior written authorization from CITY.

**SECTION 11. TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.

**SECTION 12. CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHAMBER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

**SECTION 13. ASSURANCES.** CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

**SECTION 14. OPERATING INFORMATION.** CHAMBER will provide any relevant information requested by CITY concerning CHAMBER'S Visitor's Council including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

**SECTION 15. PROJECT TERM.** CITY and CHAMBER have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.

**SECTION 16. REPORTING.** CHAMBER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHAMBER assist in carrying out the purpose of the project as described under the terms of this Agreement.

**SECTION 18. INDEPENDENT CONTRACTOR.** CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or its employees or agents.

**SECTION 19. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.
  
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**THE GREATER KINGSPORT AREA  
CHAMBER OF COMMERCE, INC.**

\_\_\_\_\_  
MILES BURDINE, President and CEO

**KINGSPORT CONVENTION &  
VISITORS BUREAU**

\_\_\_\_\_  
JUD TEAGUE, Executive Director

**CITY OF KINGSPORT**

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

ATTEST:

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

APPROVED AS TO FORM:

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



AGENDA ACTION FORM

**Consideration of Appointments to the Kingsport Convention and Visitors Bureau Oversight Committee**

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

Action Form No.: AF-259-2009  
Work Session: July 20, 2009  
First Reading: July 21, 2009

Final Adoption: July 21, 2009  
Staff Work By: Terrie Hilliard  
Presentation By: Mayor Phillips

**Recommendation:** Approve the appointments.

**Executive Summary:**

Dr. Bill Locke, Mike O'Neil, and Pal Barger have agreed to serve on the Kingsport Convention and Visitors Bureau Oversight Committee, if approved by the Board of Mayor and Aldermen. The appointments will be effective immediately. Since this is a new program, the terms have not been determined.

**Attachments:**

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

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate Grant Funds Received from the State of Tennessee Department of Environment and Conservation for the Local Parks and Recreation Grant (LPRF) to Implement Phase III Enhancements at Domtar Park and Eastman Park and the Recreation Trails Program Grant (RTP) for the Construction of a Walking Trail Around the Perimeter of Eastman Park at Horse Creek.

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

Handwritten signature of John G. Campbell

Action Form No.: AF-210-2009
Work Session: July 6, 2009
First Reading/ (Business Matters Held): July 7, 2009

Final Adoption: July 21, 2009
Staff Work By: Phyllis Phillips/Kitty Frazier, Morris Baker
Presentation By: Kitty Frazier

Recommendation: Approve the ordinance.

Executive Summary: The City received funds from the State of Tennessee Department of Environment and Conservation for the Local Parks and Recreation grant and the Recreation Trails Program Grant. The Local Parks and Recreation Grant (LPRF) requires a 50/50 match and the Recreation Trails Program Grant (RTP) requires an 80/20 match. The matching funds for both grants were provided for through the FY08-09 CIP budget.

This ordinance will appropriate those funds to the K-Play project (GP0911).

Attachments:

- 1. Ordinance

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

Table with columns Y, N, O and rows for various names: Joh, Mallicote, Marsh, Munsey, Parham, Shupe, Phillips.



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Accept and Appropriate Funds from the Emergency Communication District of Kingsport for the Purchase of Centracom Elite Radio Dispatch Control Center Consoles

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

Action Form No.: AF-227-2009  
Work Session: July 6, 2009  
First Reading/(Business Matters Held): July 7, 2009  
Final Adoption: July 21, 2009  
Staff Work By: Deputy Chief Phipps  
Presentation By: Chief Osborne

**Recommendation:** Approve the ordinance.

**Executive Summary:**

The city currently operates four (4) control center consoles as part of a total of twelve (12) distributed between Sullivan County, Bristol and Kingsport Central Dispatches. An upgrade of all consoles, county and cities wide, are needed to replace outdated and discontinued equipment. Pursuant to the Interlocal agreement, a copy of a draft of which is attached, with the Emergency Communications District of Kingsport and the City of Kingsport, the ECD and the City will share in the cost of the Kingsport portion of the upgrade with the ECD paying \$36,410.94 and the City paying \$13,467.06 for a total of \$49,878.00. Sullivan County and Bristol will incur the proportional cost of the upgrade according to the number of consoles they operate. The total cost of the upgrade, cities and county wide, is \$149,632.00. The purchase of the consoles will be through Sullivan County.

Approval of the resolution will authorize the receipt of the funds from the Kingsport ECD, approve the purchase of the consoles through Sullivan County and authorize the mayor to sign the Interlocal agreement and all other documents necessary and proper to acquire the consoles. The ordinance will appropriate the funds to be received and the additional funds to complete the purchase.

**Attachments:**

- 1. Resolution
- 2. Ordinance
- 3. Draft of Interlocal Agreement

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

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



AGENDA ACTION FORM

Consideration of an Ordinance Re-Appointing Valerie Joh as the Designated Alderman for Disposal or Sale of Real Property

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

Action Form No.: AF:-233-2009  
Work Session: July 6, 2009  
First Reading/ (Business Matters Held):  
July 7, 2009

Final Adoption: July 21, 2009  
Staff Work By: Mayor Phillips  
Presentation By: Mayor Phillips

**Recommendation:** Approve the ordinance.

**Executive Summary:**

Section 2-462 of the City Code requires the appointment of a designated alderman by ordinance. The designated alderman evaluates and makes recommendations to the Board of Mayor and Aldermen on the disposal of surplus real property. The precise duties are set out in Sections 2-461 and 462 of the City Code. It is recommended that Alderman Valerie Joh be reappointed to this position. The term is a two-year term.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: N/A

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



AGENDA ACTION FORM

Consideration of an Ordinance Authorizing the Collection of Delinquent Real Property Taxes

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

Action Form No.: AF-235-2009
Work Session: July 6, 2009
First Reading/(Business Matters Held): July 7, 2009

Final Adoption: July 21, 2009
Staff Work By: Billingsley
Presentation By: Joe May

Recommendation: Approve the ordinance.

Executive Summary:

It is recommended that the Board consider having the Delinquent Tax Attorney take on a detailed review of the real and unpaid personal property taxes which remain due and owing. These tax accounts may in many, if not most, instances be uncollectible. For example, even before it can be determined whether an individual tax account can be collected, it will require substantial time and effort to make even the determination of whether the tax owed by an out of state trucking company is less than or greater than the cost of collection. With the approval of the Board, this review will be undertaken by the Delinquent Tax Attorney this year. Article XI of the Charter of the City of Kingsport sets forth matters relating to taxation and revenue. The procedure for the initiation of the collection process for real property taxes is found in Section 9 of the Article. Unlike some other powers exercised by the Board of Mayor and Aldermen, the collection of delinquent taxes must be directed by ordinance duly adopted by the Board of Mayor and Aldermen. This ordinance complies with that requirement.

Attachments:

- 1. Ordinance

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

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2010 General Purpose School Fund Budget.**

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

Agenda Form No.: AF-243-2009  
 Work Session: July 6, 2009  
 First Reading/(Business Matters Held):  
 July 7, 2009

Final Adoption: July 21, 2009  
 Staff Work: David Frye  
 Presentation: David Frye

**Recommendation:**

Approve an Ordinance amending the FY 2010 General Purpose School Fund Budget.

**Executive Summary:**

On June 19, 2009, the Board of Education approved a revised FY 2009-2010 General Purpose School Fund budget. The budget was originally approved on April 16, 2009 and was presented to the Board of Mayor and Aldermen on April 20, 2009. Since that time many revenue and expenditure estimates have changed. The General Purpose School Fund budget that was approved by the Board of Mayor and Aldermen included the revenue and expenditure estimates that were included in the original budget. Approval of this Ordinance will bring the actions of both the Board of Mayor and Aldermen and the Board of Education in line with each other.

**Attachments:**

1. Ordinance
2. BOE Budget Changes

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