

ORDINANCE NO. 12-374

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY DELETING TITLE 2, RELATING TO BOARDS AND COMMISSIONS, ETC.; CHAPTER 1 RELATING TO RECREATION COMMISSION, SECTIONS 2-101 THROUGH 2-108 AND SECTION 2-110 IN THEIR ENTIRETY, AND THE REMAINING SECTION 2-109 TO BE RENUMBERED ACCORDINGLY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN AS FOLLOWS

- SECTION I.** That Title 2, relating to Boards and Commissions, etc., Chapter 1 relating to Recreation Commission, Sections 2-101 through 2-108 and Section 2110 be deleted in their entirety, the remaining Section 2-109 to be renumbered accordingly.
- SECTION II.** Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of up to 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 Town of Mount Carmel, Tennessee requiring it.

INTER-LOCAL AGREEMENT

Between

THE TOWN OF MOUNT CARMEL, TENNESSEE

And

THE CITY OF CHURCH HILL, TENNESSEE

And

THE TOWN OF SURGOINSVILLE, TENNESSEE

AGREEMENT

THIS AGREEMENT is made and entered into this the 17th day of January, 2012, by and among the TOWN OF MOUNT CARMEL, TENNESSEE, and the CITY OF CHURCH HILL, TENNESSEE and the TOWN OF SURGOINSVILLE, TENNESSEE, hereinafter the "*municipalities*."

WITNESSETH

WHEREAS, MUNICIPALITIES are authorized by the INTER-LOCAL COOPERATION ACT, codified at *Tenn. Code Ann. §12-9-101 et seq.*, to enter into agreements to jointly provide such services as they are independently authorized to provide; and

WHEREAS, it is more economical and efficient for MUNICIPALITIES to establish a joint recreation program; and

WHEREAS, the MUNICIPALITIES therefore wish to establish a joint recreation program.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1 **Term of Agreement.**

The term of this agreement shall end on June 30, 2012, subject to automatic renewals for successive additional one (1) year periods coinciding with the fiscal year for municipalities, unless earlier terminated as provided herein.

Organization.

- a. MUNICIPALITIES shall each appoint members to a joint Recreation Commission, hereinafter called the "Commission," to serve as an executive body to establish policies for the provision of the joint Recreation Program; the day-to-day activities of which joint Recreation Program and facilities shall be administered by a Director who shall exercise such authority as may be granted to the Director pursuant to By-laws to be promulgated by the Commission.
- b. The Director shall be appointed, disciplined or removed by joint decision of the then serving Mayors of each participating municipality.
- c. The "Commission" shall be composed of nine (9) members. The Board of Mayor and Aldermen of each participating municipality shall appoint three (3) residents to the "Commission" to serve for a term of four (4) years or until their successor is appointed.
- d. Members of the "Commission" shall serve without pay. Any expenses incurred by a member of the "Commission" related to the official business of the "Commission" may be reimbursed by the respective municipality that appointed that member from an appropriation made for that purpose and pursuant to its own policy.
- e. Vacancies on the Commission, whether by death, resignation, or change of residence shall be filled in the same manner as prescribed in c. above only for the unexpired term.
- f. A staff employee of each participating municipality may be designated to serve as an ex-officio non-voting member of the Commission.
- g. The salary of the Director shall be established by the serving Mayors of each participating municipality, and the Director will be placed on the payroll of the City of Church Hill, to include typical fringe benefits for other Church Hill municipal employees. All associated costs shall be allocated between the three municipalities which are parties to this Agreement as follows: Church Hill 40%, Mount Carmel 40%, and Surgoinsville 20%.
- h. The City of Church Hill will pay all other expenses of the joint recreation program and will bill the municipalities as referenced in 2g above.

4 Authority.

- a. The "Commission" shall exercise all those powers and authority conferred upon cities and counties in reference to the provision of recreation and leisure services and facilities as provided in Tenn. Code Ann. §12-9-101 et seq., including powers authorized in subsequent amendment, and shall act in accordance with the provisions thereof, which provisions are incorporated herein by reference.
- b. The "Commission" shall promulgate such By-laws relating to the duties of the Director, selection of officers, conduct of meetings and any other matter not otherwise provided for herein as it deems necessary to the joint Recreation Program; provided, that at least one (1) member appointed by each participating municipality must be present before the business of the Commission may be conducted.
- c. The "Commission" shall not be authorized to make any decision which expends any funds or makes any financial commitments without the approval of the three (3) then serving Mayors of each participating municipality; and, unless the annual budget of the "Commission" has been presented to the Board of Mayor and Aldermen of each of the respective participating municipalities and funds have been appropriated for such expenditure or financial commitment.

5. Capital Properties.

- a. Title to real estate, easements, rights-of-way, or other interest in real estate shall be held in the name of the municipality where such real estate is located.
- b. Any personal property to be acquired for the joint Recreation Program shall be owned by the by the participating municipalities on a pro-rata basis in accordance with the contribution made by each municipality. Any personal property, which is purchased entirely by one (1) municipality, shall be owned exclusively by that municipality. Property jointly owned by the City of Church Hill and the Town of Mt. Cannel shall continue to be jointly owned by the Municipality.

6. Finance.

- a. The Commission shall prepare an annual budget in sufficient time to allow the Board of Mayor and aldermen of each of the respective participating municipalities to review and make decisions concerning their annual appropriations for the joint Recreation Program.
- b. The Commission, acting in its own behalf or at the request of the participating governments, will endeavor to obtain ail federal, state, and private grants to defray the cost of planning, administration, personal property acquisition, or any other capital expenses directly or indirectly aiding in the fulfillment of the purpose of this Agreement.

- c. The Commission shall set fees and charges for the use of recreational and leisure services programs and facilities, such revenues being used to offset the operating costs of such programs and activities as much as possible. Such fees and charges shall be utilized as much as possible to offset the contributions to be made by the participating governments.
- d. The Commission shall obtain an annual audit of all its books by an independent auditor approved by the Commission, which shall be distributed to each of the parties to this Agreement.

7. Termination.

- a. This Agreement may be terminated by any of the participating governments upon one (1) year written notice to the other.
- b. Upon notice of termination, the Commission shall obtain an appraisal of the value of its personal property and shall further determine the equitable ownership of said property of each participating government. The value of the terminating government's equitable share in the Commission shall be paid, based upon the appraised value, to the terminating government upon the effective date of termination.

8. Amendments.

This Agreement may be amended at any time by passage of the appropriate resolution or ordinance, as appropriate, by the participating governments.

9. Revocation of Previous Agreements.

This Agreement shall replace and supersede any previous Agreements heretofore entered into by and between the Town of Mount Cannel and the City of Church Hill, relative to the Parks and Recreation Commission.

10. Severability.

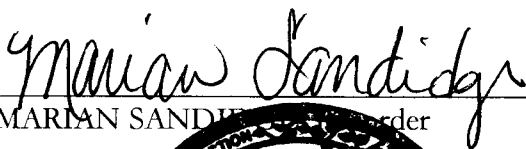
A finding by a Court of competent jurisdiction that any portion of this Agreement is unconstitutional or contrary to law will in no way affect any other part hereof and the balance of the Agreement will remain in full force and applicability.

IN WITNESS WHEREOF, The Parties hereto executed this Agreement on the day and date first above written.

TOWN OF MOUNT CARMEL


GARY LAWSON, Mayor

ATTEST:


MARIAN SANDIDGE, Recorder



ATTEST:


MARK SANDIDGE, Recorder

CITY OF CHURCH HILL


DENNIS DEAL, Mayor

TOWN OF SURGOINSVILLE

JOHNNY GREER, Mayor

ATTEST:

SHERRY MINOR, Recorder

FIRST READING	AYES	NAYS	OTHER
ALDERMAN EUGENE CHRISTIAN	X		
ALDERMAN LEANN DEBORD	X		
ALDERMAN FRANCES FROST	X		
ALDERMAN KATHY ROBERTS			ABSENT
ALDERMAN THOMAS WHEELER	X		
VICE-MAYOR CARL WOLFE	X		
MAYOR GARY LAWSON	X		
TOTALS	6	0	1

PASSED FIRST READING: APRIL 24, 2012

SECOND READING	AYES	NAYS	OTHER
ALDERMAN EUGENE CHRISTIAN	X		
ALDERMAN LEANN DEBORD	X		
ALDERMAN FRANCES FROST	X		
ALDERMAN KATHY ROBERTS	X		
ALDERMAN THOMAS WHEELER	X		
VICE-MAYOR CARL WOLFE	X		
MAYOR GARY LAWSON	X		
TOTALS	7	0	0

PASSED SECOND READING: MAY 22, 2012

PUBLICATION AFTER PASSAGE:
DATE: MAY 24, 2012
NEWSPAPER: *Kingsport Times-News*



Publish Newly Adopted Ordinances

Wednesday, May 23, 2012 9:53 AM

From: "Marian Sandidge" <mariansandidge@yahoo.com>

To: "Sheryl Edwards" <sedwards@timesnews.net>

May 23, 2012

Sheryl Edwards

Kingsport Times-News

Classified Advertising Department

P.O. Box 479

Kingsport, TN 37662

RE: Adopted Ordinances for the Town of Mount Carmel

Dear Sheryl:

Please publish the following advertisement in the Legal Section one time:

The Town of Mount Carmel, Tennessee, on May 22, 2012, passed :

ORDINANCE NO. 12-373, An Ordinance to Amend the Code of Ordinances by Changing Title 13, Chapter 5 Regarding Title §13-501 and to Fix the Effective Date of this Ordinance.

Ordinance No. 12-374, An Ordinance to Amend the Code of Ordinance by Deleting Title 2, Relating to Boards and Commissions, Etc.; Chapter 1 Relating to Recreation Commission, §2-101 Through §2-108 and §2-110 in Their Entirety, and the Reamaing §2-109 to be Renumbered Accordingly; to fix a Penalty for the Violation of this Ordinance; and to Fix the Effective Date of this Ordinance.

Should you have any questions or if any additional information is needed, please do not hesitate to call on me.

Sincerely,

TOWN OF MOUNT CARMEL

Marian Sandidge, City Recorder

Order Confirmation

<u>Ad Order Number</u>	<u>Customer</u>	<u>Payer Customer</u>
0001020559	TOWN OF MOUNT CARMEL	TOWN OF MOUNT CARMEL
<u>Sales Rep.</u>	<u>Customer Account</u>	<u>Payer Account</u>
sedwards	59632	59632
<u>Order Taker</u>	<u>Customer Address</u>	<u>Payer Address</u>
sedwards	P O BOX 1421, , MT CARMEL TN 37645 USA	P O BOX 1421, , MT CARMEL TN 37645 USA
<u>Ordered By</u>	<u>Customer Phone</u>	<u>Payer Phone</u>
	615-357-7311	615-357-7311
<u>Order Source</u>		
<u>PO Number</u>	<u>Customer Fax</u>	<u>Customer EMail</u>

PUBLIC NOTICE

The Town of Mount Carmel, Tennessee, on May 22, 2012, passed:

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PUB1T: 05/24/12

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>	<u>Payment Method</u>
0	0	0	

Invoice Text:

<u>Blind Box</u>	<u>Materials</u>

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amt</u>	<u>Amount Due</u>
\$36.32	\$0.00	\$36.32	\$0.00	\$36.32

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Pick Up Number</u>
0001020559-01	LL Legal Liner	1.0 X 32 Li	

Order Notes/Information

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

Kingsport, TN 6-4-12

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of 5/24/12, and appearing 1 consecutive weeks/times, as per order of _____

Town of Mount Carmel

Signed Lois Ramey

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Ordinance No. 12-374, An Ordinance to Amend the Code of Ordinance by Deleting Title 2, Relating to Boards and Commissions, Etc.; Chapter 1 Relating to Recreation Commission, §2-107 Through §2-108 and §2-110 in Their Entirety, and the Remaining §2-109 to be Renumbered Accordingly; to fix a Penalty for the Violation of this Ordinance; and to Fix the Effective Date of this Ordinance.	

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 4th day of June 2012, Lois Ramey, Acctg. Dept. of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.

Jamie Lynn Neff

My commission expires February 27, 2016

