

RESOLUTION NO. 378

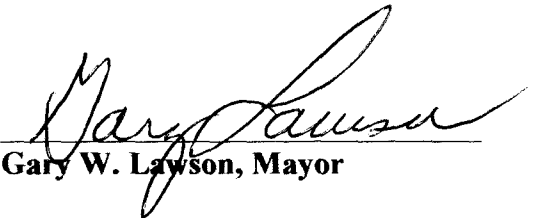
A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTER-LOCAL AGREEMENT WITH THE CITY OF KINGSPORT FOR PLANNING ASSISTANCE

WHEREAS, it being the recommendation of the Planning Commission that the agreement with the Local Planning Office be terminated. Now therefore,

BE IT RESOLVED

THAT the Mayor be and hereby is authorized to execute, in a form to be approved by the Attorney, an inter-local agreement with the City of Kingsport for planning services.

ADOPTED this 24th day of July, 2007.

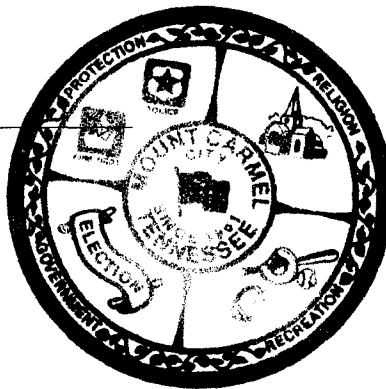


Gary W. Lawson, Mayor

ATTEST:



Marian Sandidge, Recorder



AGREEMENT
BETWEEN
THE TOWN OF MOUNT CARMEL, TENNESSEE
AND
THE CITY OF KINGSFORT, TENNESSEE

INTER-LOCAL COOPERATION AGREEMENT
FOR LOCAL PLANNING ASSISTANCE
TO SERVE THE TOWN OF MOUNT CARMEL

- WHEREAS,** the Town of Mount Carmel, Tennessee, is a municipal corporation of the State of Tennessee pursuant to *Tenn Code Ann. §§6-1-101 et seq.* the Mayor — Aldermanic Charter; and,
- WHEREAS,** the City of Kingsport, Tennessee, is a municipal corporation of the State of Tennessee pursuant to *1917 Tenn. Pri. Acts, ch. 76* as amended, its Charter; and,
- WHEREAS,** pursuant to *Tenn. Code Ann. §12-9-104* the Town of Mount Carmel, Tennessee, and the City of Kingsport, Tennessee, have the power to enter into a joint powers agreement with one or more other public agencies for joint or cooperative action; and,
- WHEREAS,** it would be to the economic benefit of the Town of Mount Carmel, Tennessee, to improve its planning program to serve the present and future needs of the Town of Mount Carmel; and,
- WHEREAS,** the City of Kingsport, Tennessee, has a professional planning staff with sufficient resources to provide planning assistance to the Town of Mount Carmel, Tennessee. Now therefore,

THIS AGREEMENT made and entered into as of the 1st day of July, 2007, by and between the Town of Mount Carmel, Tennessee, hereinafter referred to as “TOWN,” and the City of Kingsport, Tennessee, hereinafter called “CITY.”

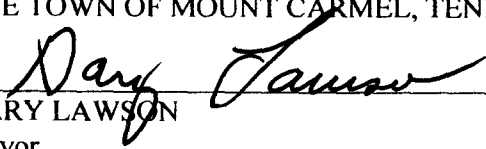
1. **PURPOSE.** This Agreement shall be for the purpose of providing planning assistance with all phases of the comprehensive planning program for TOWN.

2. **CONSIDERATION.** For and in consideration of the services to be provided hereunder by CITY to TOWN, TOWN shall pay the sum of SIX THOUSAND EIGHT HUNDRED AND 00/100'S DOLLARS to CITY annually.
4. **PAYMENT.** TOWN shall pay CITY in equal quarterly installments.
5. **TERM.** The initial term of this Agreement shall be for the municipal fiscal year ending June 30, 2008, and shall automatically renew for two (2) additional years, at which time TOWN and CITY may continue this agreement on such terms as may be agreed upon; except that if either party reasonably determines for any reason that the services requested or provided are no longer effective, each will have the right, on one hundred and twenty (120) days written notice to the other, to terminate this Agreement without penalty or recourse, in which event the effective termination date of this Agreement will be at the end of the one hundred and twenty (120) days period following the date of the written notice of termination.
6. **SERVICES.** CITY shall provide access to its Development Services Division to provide the following services to TOWN:
 - a. have one or more professional planners available to confer with TOWN staff and Planning Commissioners regarding long-range programs of the Planning Commission; provide guidance with comprehensive plans and other planning studies and documents;
 - b. have one or more professional planners available to assist in the preparation of land use controls, including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations or other land use controls; and, provide advice and assistance to TOWN staff and Planning Commissioners in evaluating development proposals;

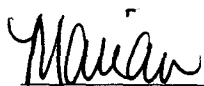
- c. have one or more professional planners available to attend monthly meetings of TOWN Planning Commission;
- d. have one or more Geographic Information System technicians available to provide technical support for mapping and similar activities;
- e. provide access to planning related research and library materials;
- f. have one or more professional planners available to provide training for the members of TOWN's Planning Commission, Board of Zoning Appeals, Zoning Administrator and staff such as shall comply with the requirements of *Tenn. Code Ann. §§13-3-101, 13-4-101 and 13-7-205* and similar laws or regulations as may be applicable; and,
- g. have one or more professional planners available to provide advice and assistance on all matters relating to state, federal and regional programs which impact planning and implementation for TOWN.

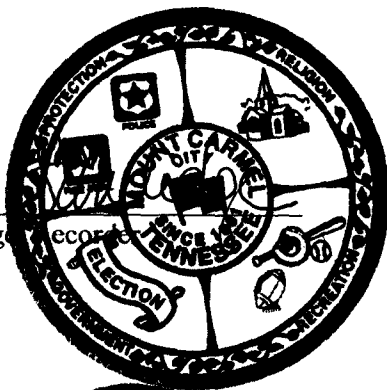
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE TOWN OF MOUNT CARMEL, TENNESSEE


GARY LAWSON
Mayor

ATTEST:

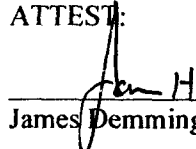

Marian Sandidge

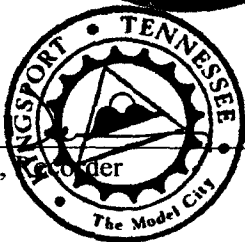


THE CITY OF KINGSPORT, TENNESSEE

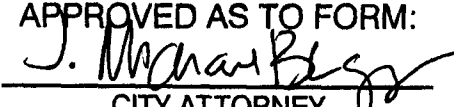

DENNIS R. PHILLIPS
Mayor

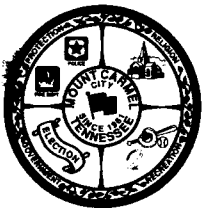
ATTEST:


James Demming,



APPROVED AS TO FORM:


CITY ATTORNEY



Town of Mount Carmel

GARY LAWSON, MAYOR

100 East Main Street, P.O. Box 1421

Mount Carmel, Tennessee 37645

Phone (423) 357-7311

Fax (423) 357-7710

E-Mail mcch@chartertn.net

October 14, 2010

Dennis R. Phillips, Mayor
City of Kingsport
225 West Center Street
Kingsport, TN 37660-4237

emailed 10/14/10

RE: Planning Services

Dear Mayor Phillips:

In accordance with the Interlocal Agreement between the Town of Mount Carmel and the City of Kingsport for Local Planning Assistance dated July 1, 2007, I am requesting the planning assistance contract be renewed. I have attached a copy of the Agreement for your convenience.

Should any additional information be neededd, please do not hesitate to call on me.

Sincerely,

TOWN OF MOUNT CARMEL

Gary W. Lawson, Mayor

GWL:ms
enclosures

cc: John Campbell, City Manager
Jeff Fleming
Alan Webb

COPY

RESOLUTION NO. 378

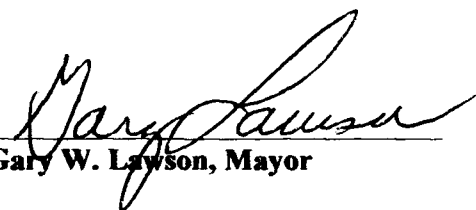
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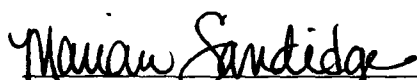
BE IT RESOLVED

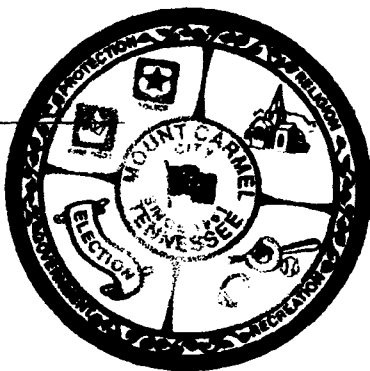
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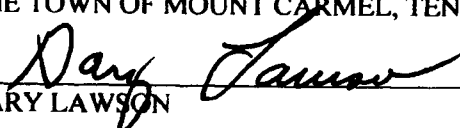
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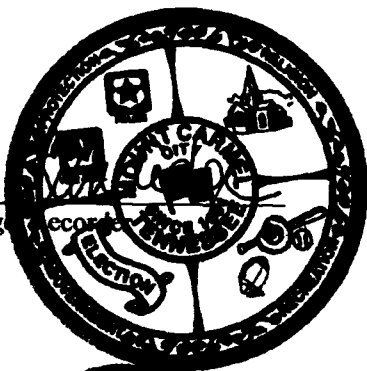
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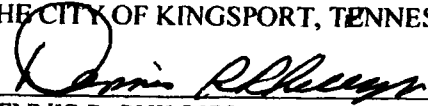

GARY LAWSON
Mayor

ATTEST:


Mahan Sandidge

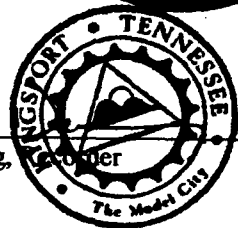


THE CITY OF KINGSPORT, TENNESSEE

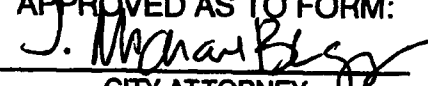

DENNIS R. PHILLIPS
Mayor

ATTEST:


James Demming



APPROVED AS TO FORM:


CITY ATTORNEY



contract renewal

Wednesday, October 13, 2010 9:48 AM

From: "Weems, Ken" <KenWeems@KingsportTN.gov>

To: "Tammy Conner" <tammywconner@yahoo.com>

Hi Tammy,

Could you ask Mayor Lawson to request that the Mount Carmel/ Kingsport planning services contract be renewed (assuming this is the desire of the Town of course)? A simple letter addressed to Mayor Phillips, and copied to our City Manager, Jeff Fleming, and Alan Webb would suffice.

In other news, I'll be sending what I currently have as far as the Town's new zoning map to you. It's been a while since I worked on that map and want you and Vince to put a set of fresh eyes on it (I remember there were several inconsistencies with the original/ current map last time we worked on it)- this type of map will be much better for the folks in Hawkins County that requested such... and look good on the Town's website as well.---- Ken

Thanks,

Ken Weems, Planner

City of Kingsport

O: 229-9368, C: 782-0116

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