

RESOLUTION NO. 10-460

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF KINGSPORT FOR PLANNING ASSISTANCE.

BE IT RESOLVED,

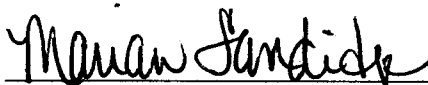
That the Mayor be and hereby is authorized to execute, in a form to be approved by the Attorney, an interlocal agreement with the City of Kingsport for planning services.

A D O P T E D this the 23rd day of November, 2010.

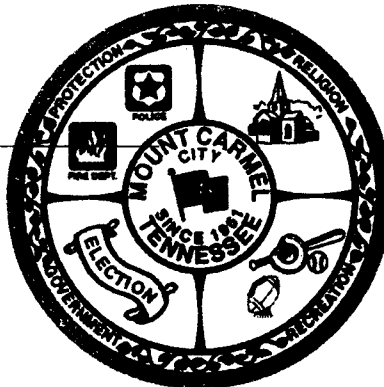


GARY W. LAWSON, Mayor

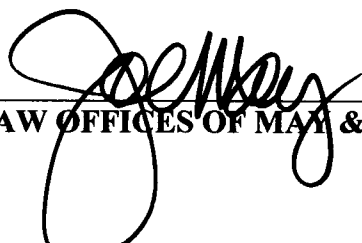
ATTEST:



MARIAN SANDIDGE, Recorder



APPROVED AS TO FORM:



LAW OFFICES OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Alderman William Blakely	✓		
Alderman Richard Gabriel	✓		
Alderman Kathy Roberts	✓		
Alderman Tresa Mawk	✓		
Alderman Carl Wolfe	✓		
Vice Mayor Thomas Wheeler	✓		
Mayor Gary Lawson	✓		
TOTALS	7	0	0

PASSED: November 23, 2010

AGREEMENT
BETWEEN
THE TOWN OF MOUNT CARMEL, TENNESSEE
AND
THE CITY OF KINGSPORT, 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 Cannel; 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 23rd day of November, 2010, by and between the Town of Mount Cannel, Tennessee, hereinafter referred to as "TOWN," and the City of Kingsport, Tennessee, hereinafter called "CITY."

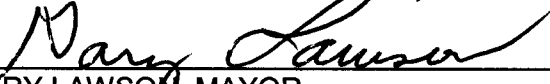
1. **PURPOSE.** This Agreement shall be for the purpose of providing planning assistance with all phases of the comprehensive planning program for TOWN.
2. **CONSIDERATION.** For and in consideration of the services to be provided hereunder by CITY to TOWN, TOWN shall pay the sum of SIX THOUSAND EIGHT HUNDRED AND 00/100'S DOLLARS to CITY annually.

3. **PAYMENT.** TOWN shall pay CITY in equal quarterly installments.
4. **TERM.** The initial term of this Agreement shall be from the date of this agreement to June 30, 2011, 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.
5. **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;.

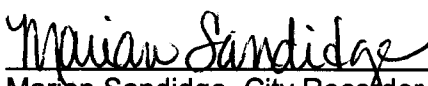
- f. have one or more professional planners available to provide training for the members of TOWN's Planning Commission, Board of Zoning Appeals, Zoning Administrator and staff such as shall comply with *the* requirements of *Tenn. Code Ann. §§ 13-3-101, 13-4-101 and 13-7-205* and similar laws or regulations 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.

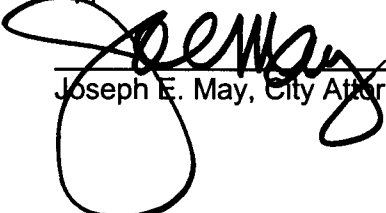
THE TOWN OF MOUNT CARMEL, TENNESSEE

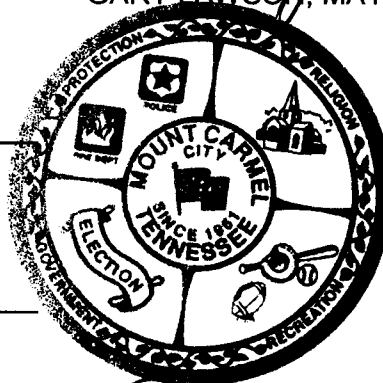

GARY LAWSON, MAYOR

Attest:

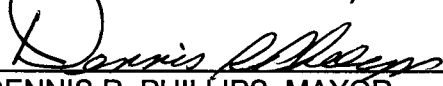

Marian Sandidge, City Recorder

Approved as to form:

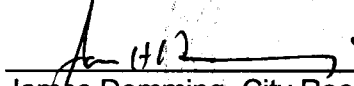

Joseph E. May, City Attorney



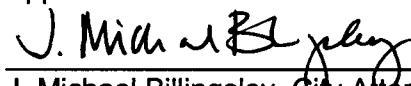
THE CITY OF KINGSPORT, TENNESSEE


DENNIS R. PHILLIPS, MAYOR

Attest:


James Demming, City Recorder

Approved as to form:


J. Michael Billingsley, City Attorney

**OFFICE OF THE CITY ATTORNEY
CITY OF KINGSPORT, TENNESSEE**

J. MICHAEL BILLINGSLEY

**225 West Center Street
Kingsport, Tennessee 37660**

mikebillingsley@kingsporttn.gov

**Telephone (423) 229-9464
Telefax (423) 224-2417**

November 15, 2010

Gary W. Lawson, Mayor
Town of Mount Carmel
100 East Main Street
P. O. Box 1421
Mount Carmel, Tennessee 37645

Re: Interlocal Agreement Between Town of Mount Carmel and the City of Kingsport for
Local Planning Assistance

Dear Sir:

Enclosed please find two (2) originals of the above referenced agreement for execution by the Town of Mount Carmel. After execution, please return one (1) fully executed original of the agreement to my office for filing with the city recorder. The other original should be retained for your records.

Thank you for your attention to this matter.

Sincerely,


J. Michael Billingsley

Enclosure (2)

JMB/ts

cc: John Campbell, City Manager
Angie Marshall, Deputy City Recorder

Trish Smith
Executive Secretary

Elizabeth Chicco
Paralegal

John Blessing
Code Enforcement Coordinator

Rochelle Trent
Property Acquisition Agent



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

December 1, 2010

J. Michael Billingsley
City of Kingsport
225 West Center Street
Kingsport, TN 37660-4237

RE: Planning Services

Dear Mr. Billingsley:

Please find enclosed a properly executed Interlocal Agreement between the Town of Mount Carmel and the City of Kingsport for Local Planning Assistance dated November 23, 2010.

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

Sincerely,
TOWN OF MOUNT CARMEL


Marian Sandidge, City Recorder

GWL:ms
enclosure