



## MATERIALS AGREEMENT SUMMARY

### Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with Landstar, LLC, also known as Landstar Development, Related to the Riverbend Townhomes Development and to Appropriate the Funds

Date: March 5, 2024

To: Chris McCartt, City Manager

From: G. Burton/J. Williams

Project No.: 2023-D23

ComDev No.: PD23-0329

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#### **Summary:**

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developer's use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, Landstar, LLC, also known as Landstar Development, has requested that the proposed Riverbend Townhomes Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$48,558.97 for a new development with forty-five (45) lots.

To date, including this development, the program has supported 1,521 new/proposed lots within the City of Kingsport.

#### **Attachments:**

1. Agreement
2. Cost Table
3. Location Map
4. Utilities Plans
5. Development Chart

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**MATERIALS AGREEMENT**

This AGREEMENT made and entered into on this 5th day of March, 2024, by and between Landstar, LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Riverbend Townhomes, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 504 LFT of Waterline and 630 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$48,558.97. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.



Attest:  
*Angela Marshall*  
Angela Marshall, Deputy City Recorder

*[Signature]*  
\_\_\_\_\_  
Developer

*[Signature]*  
\_\_\_\_\_  
Chris McCart, City Manager

Approved as to form:  
*[Signature]*  
\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney

# Materials Agreement

Project: Riverbend Townhomes  
 Date: March 1, 2024  
 Developer: Landstar LLC

<b>Water line</b>		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41810	6"x 18' D.I. Pipe	28.00	jt	\$444.60	\$12,448.80
42120	4' bury hydrant	1.00	ea	\$2,707.28	\$2,707.28
42325	MJ Gate valve 6"	4.00	ea	\$852.00	\$3,408.00
43032	6x6x6 Anchor Tee	1.00	ea	\$161.00	\$161.00
42845	MJ Anchor coupling 6 x 18	1.00	ea	\$178.22	\$178.22
41951	Flat Plug 6" w/2" tap	2.00	ea	\$74.97	\$149.94
42014	6x6x6 MJ Tee	1.00	ea	\$139.18	\$139.18
Building code					
	Receipt To:				
Subtotal:	<b>451-0000-208-1250</b>				\$19,192.42
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$1,823.28
Project #	<b>WA2452</b>			Water Total:	\$21,015.70
	Expense To:				
Water acct. #	<b>451-0000-605-9003</b>				





# ArcGIS Web Map



3/5/2024, 9:20:17 AM

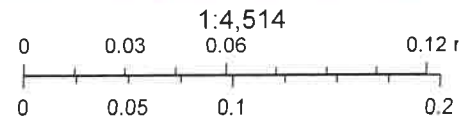
Sullivan County Parcels Streets

Parcels

Major Arterial

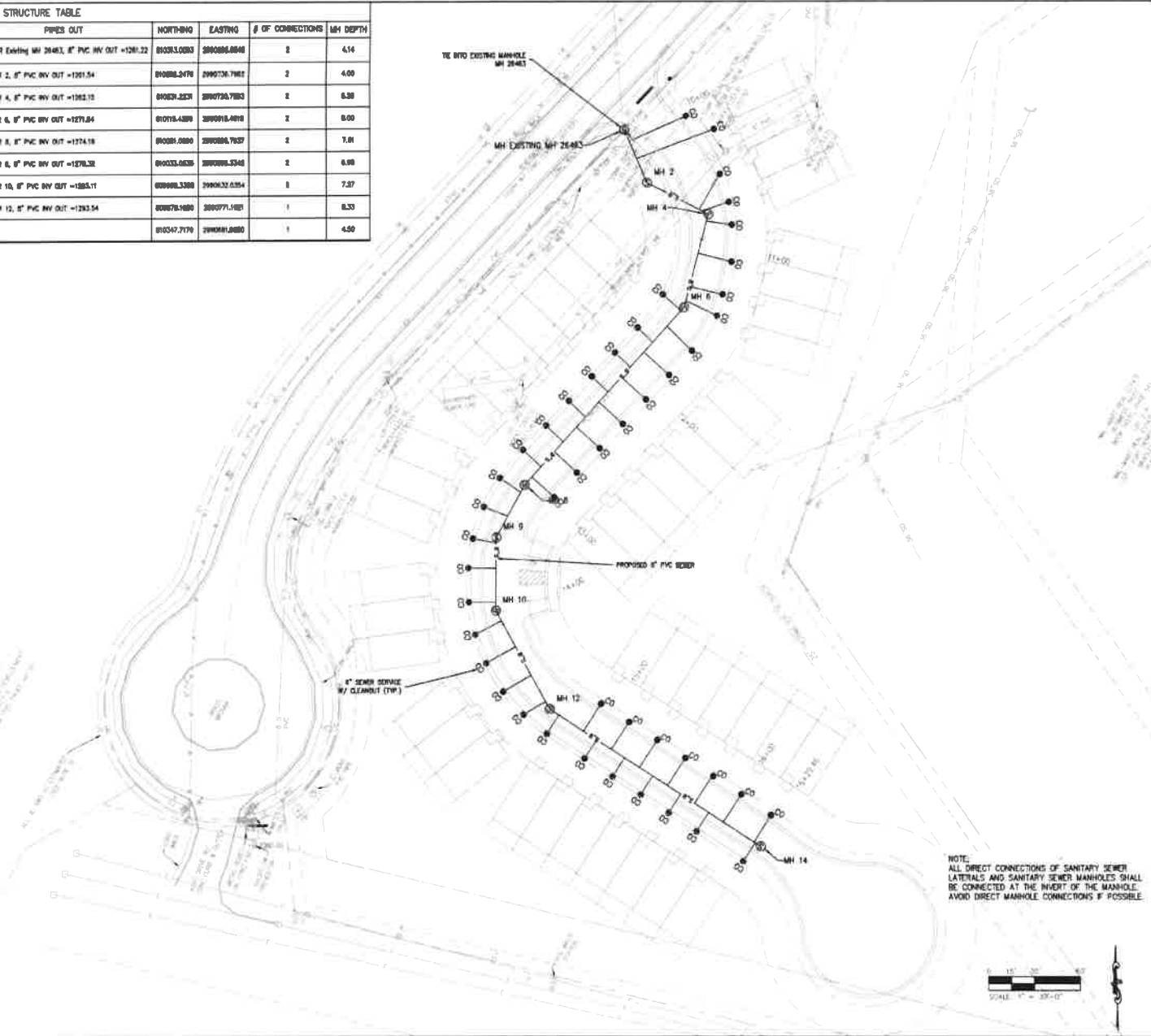
Collector Street

Local Street





STRUCTURE TABLE						
STRUCTURE NAME	DETAILS	PIPES IN	PIPES OUT	NORTHING	EASTING	# OF CONNECTIONS
MH 2	48" Ø RM = 1289.37	FROM_STR 4, 8" PVC RY IN =1291.38	TO_STR EXISTING MH 26483, 8" PVC RY OUT =1291.22	81023.0283	289088.8848	2
MH 4	48" Ø RM = 1288.54	FROM_STR 8, 8" PVC RY IN =1291.81	TO_STR 2, 8" PVC RY OUT =1291.54	81023.0478	2890736.7882	2
MH 6	48" Ø RM = 1288.44	FROM_STR 8, 8" PVC RY IN =1292.25	TO_STR 8, 8" PVC RY OUT =1292.12	81019.8239	2890736.7883	2
MH 8	48" Ø RM = 1279.84	FROM_STR 8, 8" PVC RY IN =1271.74	TO_STR 6, 8" PVC RY OUT =1271.84	81019.4889	2890918.8819	2
MH 9	48" Ø RM = 1289.08	FROM_STR 10, 8" PVC RY IN =1279.27	TO_STR 8, 8" PVC RY OUT =1274.18	81020.0890	2890888.7837	2
MH 10	48" Ø RM = 1289.38	FROM_STR 12, 8" PVC RY IN =1278.42	TO_STR 8, 8" PVC RY OUT =1278.38	81023.0638	2890888.3348	2
MH 12	48" Ø RM = 1289.28	FROM_STR 14, 8" PVC RY IN =1283.01	TO_STR 10, 8" PVC RY OUT =1283.11	80988.3388	2890832.0354	1
MH 14	48" Ø RM = 1301.88		TO_STR 12, 8" PVC RY OUT =1293.54	809678.6880	2890971.1821	1
MH Existing MH 26483	48" Ø RM = 1288.57	FROM_STR 2, 8" PVC RY IN =1291.07		81023.7179	2890881.8880	1



NOTE:  
ALL DIRECT CONNECTIONS OF SANITARY SEWER  
LATERALS AND SANITARY SEWER MANHOLES SHALL  
BE CONNECTED AT THE INVERT OF THE MANHOLE.  
AVOID DIRECT MANHOLE CONNECTIONS IF POSSIBLE.



Scale	
Revision	
Drawn By	
Checked By	
Design Date	

Date: 12/13/23  
 Drawn By: [blank]  
 Checked By: [blank]  
 Design Date: [blank]

**Matern & Craig**  
 ENGINEERS, ARCHITECTS, PLANNERS  
 1000 W. MAIN ST., SUITE 200  
 KINGSPORT, TN 37689  
 TEL: (423) 242-9833

UNDESIGNED TOWNHOUSES  
**UTILITY PLAN: SANITARY SEWER**  
 KINGSPORT, TN

Project No.	N/A
Horizontal Scale	1" = 30'
Vertical Scale	4/32"
Sheet No.	C7.4

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 1	32	\$ 42,867.62	2/19/2007	\$ 39,474.82	Closed
2006-D8	Jeff McKee	Settler's Ridge Phase I	41	\$ 45,344.29	3/20/2007	\$ 41,214.30	Closed
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 2	15	\$ 25,205.92	4/17/2007	\$ 23,273.53	Closed
2006-D19	Butch Rose	Hillcrest Heights	6	\$ 5,140.09	6/19/2007	\$ 4,636.74	Closed
2006-D19	Harold Slep & Jack McMurray	Villas at Andover - Polo Fields	104	\$ 76,522.72	8/7/2007	\$ 70,722.51	Closed
2006-D23	Jeff McKee	Settler's Ridge Phase II	7	\$ 18,822.89	11/6/2007	\$ 17,439.89	Closed
2008-D2	Butch Rose	Windridge Phase IV	40	\$ 92,202.29	4/15/2008	\$ 85,648.47	Closed
2007-D7	Jim Nottingham	Riverwatch	29	\$ 47,605.13	4/15/2008	\$ 44,680.99	Closed
2007-D26	George Hunt	Hunts Crossing Phase II	22	\$ 18,375.20	4/15/2008	\$ 16,883.63	Closed
2007-D16	Jerry Petzoldt	Old Island Phase II	59	\$ 118,027.86	5/6/2008	\$ 111,538.58	Closed
2007-D13	Rob McLean	Anchor Point	80	\$ 72,552.51	7/15/2008	\$ 66,603.46	Closed
2008-D1	Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$ 39,418.91	7/15/2008	\$ 31,518.06	Closed
2007-D13	Rob McClean	Anchor Point – Topsail Court (incl in Anchor Point	0	\$ 3,816.08	8/5/2008	\$ -	Closed
2008-D17	Rob McClean	Stapleton Dr Phase I	7	\$ 8,757.81	8/19/2008	\$ 8,203.18	Closed
-	Ken Bates	Chase Meadows Phase II (amt not paid)	87		8/19/2008	\$ -	Closed
2008-D21	Terry Orth	Autumn Woods Phase I	19	\$ 30,628.25	10/7/2008	\$ 28,588.47	Closed
2008-D10	Gary Alexander	Riverbend Phase I	15	\$ 32,767.17	2/3/2009	\$ 26,351.32	Closed
2009-D15	Terry Orth	Autumn Woods Phase II	51	\$ 97,091.46	9/1/2009	\$ 91,166.09	Closed
2010-D19	Edinburgh Group, LLC	Edinburgh Phase 2, Section 1A	6	\$ 2,852.48	2/2/2010	\$ 2,659.62	Closed
2009-D18	Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$ 34,049.03	3/16/2010	\$ 30,938.04	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2	6	\$ 11,976.02	11/16/2010	\$ 11,116.69	Closed
-	Gary Alexander	Riverbend - Epcon Phase II (tabled 1/10/11)	9		2/1/2011	\$ -	Closed
-	Jane Karst	Jane Karst Subdivision	4	\$ 4,100.78	9/20/2011	\$ 3,799.14	Closed
2010-D21	M & M Builders	Brookton Park Subdivision	7	\$ 2,145.88	9/20/2011	\$ 1,959.94	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2B	11	\$ 9,472.85	10/18/2011	\$ 8,770.02	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2C	14	\$ 20,128.29	4/3/2012	\$ 18,549.10	Closed
2012-D9	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2E	8	\$ 25,177.34	10/2/2012	\$ 23,403.87	Closed
2012-D10	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2F	9	\$ 19,382.60	5/7/2013	\$ 17,792.14	Closed
2012-D12	Edinburgh Group, LLC	Edinburgh Phase 4	17	\$ 65,033.97	7/24/2013	\$ 60,735.18	Closed
2008-D32	Vic Davis	The Summitt at Preston Park Ph. 3	20	\$ 79,327.82	12/3/2013	\$ 70,967.77	Closed
2014-D15	Edinburgh Group, LLC	Edinburgh Phase V	12	\$ 51,965.42	10/7/2014	\$ 48,501.91	Closed
2014-D24	Edinburgh Group, LLC	Edinburgh Phase VII	20	\$ 27,552.51	6/2/2015	\$ 25,162.11	Closed
2016-D2	Edinburgh Group, LLC	Edinburgh Phase 9	6	\$ 5,917.93	5/5/2016	\$ 5,386.74	Closed



File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2016-D12	Edinburgh Group, LLC	Edinburgh South PH 2 (listed as PH1)	23	\$ 36,694.42	11/15/2016	\$ 33,722.81	Closed
2016-D7	Edinburgh Group, LLC	Edinburgh Phase 10	10	\$ 38,265.22	3/1/2017	\$ 34,953.21	Closed
2018-D3	Edinburgh Group, LLC	Edinburgh Phase 11	14	\$ 26,250.40	6/19/2018	\$ 23,984.14	Closed
2019-D5	Edinburgh Group, LLC	Edinburgh Phase 12	13	\$ 12,752.16	7/23/2019	\$ 11,619.92	Closed
2019-D18	Edinburgh Group, LLC	Gibson Springs PH1 (Edinburgh South PH3)	19	\$ 38,378.10	10/15/2019	\$ 35,631.30	Closed
2020-D19	Integrity Group	Miller Parke Phase 1	54	\$ 81,823.42	1/19/2020	\$ 73,989.19	Closed
2018-D17	School House, LLC	Cherokee Bend Phase 2	13	\$ 23,332.69	1/21/2020	\$ 21,177.45	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 2	24	\$ 28,924.56	5/5/2020	\$ 26,415.12	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 3	18	\$ 16,261.96	9/22/2020	\$ 14,851.10	Closed
2020-D23	Landstar, LLC	West Gate Phase 1	28	\$ 33,454.08	3/2/2021	\$ 30,551.67	Closed
2021-D1	Landstar, LLC	West Gate Phase 2	26	\$ 42,710.15	7/6/2021	\$ 39,026.03	Closed
2018-D10	Vic Davis	Frylee Court	40	\$ 39,320.60	8/10/2021	\$ 35,286.65	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 1	22	\$ 39,751.16	8/10/2021	\$ 35,885.38	Closed
2021-D21	HVP, LLC	Caymus Yards	28	\$ 15,844.63	8/22/2021	\$ 14,362.93	Closed
2021-D15	Landstar, LLC	West Gate Phase 3	23	\$ 49,433.21	9/17/2021	\$ 45,709.99	Closed
2021-D5	Edinburgh Group, LLC	Evarts Valley (formerly Edinburgh Ph 6)	50	\$ 88,826.99	11/2/2021	\$ 78,968.39	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 2	21	\$ 41,526.07	10/22/2021	\$ -	Open
2021-D7	Orth Construction	Hunts Crossing Phase 3	17	\$ 37,073.45	10/22/2021	\$ 33,742.02	Closed
2021-D22	Ken Bates	Magnolia Ridge Phase 1	41	\$ 110,747.35	12/21/2021	\$ 100,715.69	Closed
2021-D23	Integrity Building Group	Miller Parke Ph 3 (renamed to Ph 2)	40	\$ 58,858.82	1/18/2022	\$ -	Open
2021-D25	Carla Karst	Cox Valley (Birdwell Place)	58	\$ 153,830.48	4/19/2022	\$ 139,078.33	Closed
2021-D32	TS Designs (Todd Stevens)	St. Andrews Garth Phase 2	25	\$ 41,312.60	2/3/2023	\$ -	Open
2021-D22	Magnolia Ridge Development, LLC	Magnolia Ridge Phase 2	51	\$ 47,936.03	9/13/2023	\$ -	Open
2023-D23	Landstar, LLC	Riverbend Townhomes	45	\$ 48,558.97	3/4/2024		Open

**TOTAL**

**1,521 \$ 2,286,096.64**

**\$ 1,867,357.63**