

MATERIALS AGREEMENT SUMMARY

Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with JTB Construction Related to the Lebanon Meadows Development and to Appropriate the Funds

Date:

March 25, 2024

To:

Chris McCartt, City Manager

From:

G. Burton/J. Williams

Project No.:

2023-D28

ComDev No.: PD23-0357

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, JTB Construction has requested that the proposed Lebanon Meadows Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$45,899.72 for a new development with fourteen (14) lots.

To date, including this development, the program has supported 1,535 new/proposed lots within the City of Kingsport.

Attachments:

- 1. Agreement
- Cost Table
- Location Map
- 4. Utilities Plan
- 5. Development Chart

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 25th day of March, 2024, by and between JTB Construction 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 Lebanon Meadows, 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 486 LFT of Waterline and 518 LFT of Sanitary Sewer Line to construct.
- 3. The estimated cost of the materials listed in paragraph 2 above is approximately <u>\$45,899.72</u>. 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 Ma(shall, Deputy City Recorder

Chris McCartt, City Manager

Approved as to form:

Rodney B. Rowlett, III, City Attorney

Materials Agreement

File No. 2023-D28

Project: Date:

Developer:

Lebanon Meadows
March 24, 2024
JTB Construction

Water Line			pated	Estimated	
Item #	Item Description	Units	U/M	Price	Total
41810	6" x 18' D.I. Pipe	27.00	Joints	\$444.60	\$12,004.20
42120	4' Bury Hydrant	2.00	each	\$2,707.28	\$5,414.56
42325	6" MJ Gate Valve	3.00	each	\$852.00	\$2,556.00
43032	6x6x6 Anchor Tee	2.00	each	\$161.00	\$322.00
42845	6" x 18" MJ Anchor Coupling	2.00	each	\$178.22	\$356.44
Building Code					
ballaring Code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$20,653.20
Sales Tax:	451-0000-207-0201			9.50%	\$1,962.05
Project #	WA2451			Water Total:	\$22,615.25
	Expense To:				
Water Acct. #	451-0000-605-9003				



Materials Agreement

Project: Lebanon Meadows

Date: March 24, 2024
Developer: JTB Construction

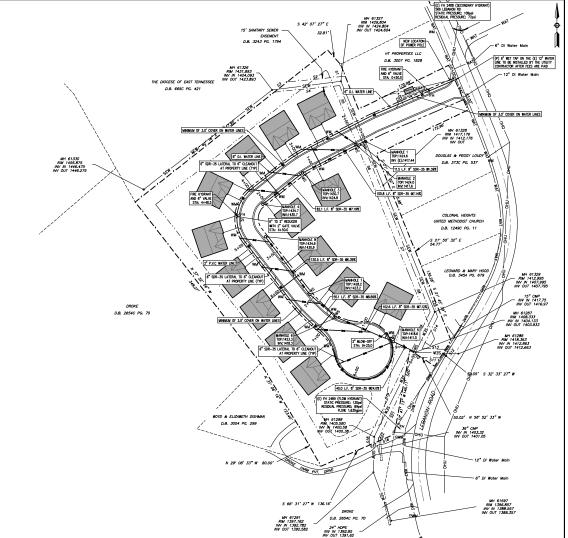
File No.: 2023-D28

Sanitary Sewer		Anticipated		Estimated	
Item#	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	37.00	Joints	\$134,26	\$4,967.62
45057	8" x 6" Tee Wye gsktd Sewer	14.00	each	\$61.33	\$858.62
45112	Manhole Frame and Covers JBS 1268	8.00	each	\$429.89	\$3,439.12
	Manhole Estimate	1.00	each		\$11,999.00
Puilding Codo					
Building Code					
	Receipt To:				
Subtotal:					\$21,264.36
Sales Tax:				9.50%	\$2,020.11
Project #				Sewer Total:	\$23,284.47
X	Expense To:				
Sewer Acct #	452-0000-606-9003				
				Grand Total:	<u>\$45,899.72</u>



ArcGIS Web Map





13. ANY EXISTING ROUMBANS OR DRIVENING THAT ARE CROSSED WITH NEW UTILITY CONNECTIONS SHALL BE SAME-OUT TO MANUACE DISTURBANCE TO THE PARKAMENT, THE CONTROCTOR SHALL BY ROUGHE REQUIRED THAT CONTROCT CONTROL ON MONTH 24-1-1 OF MY ROUGHOWN INTERPUTIONS. THE PARKAMENT OF THE PARKAMENT OF MINISTRATION OF THE PARKAMENT OF THE PARK LEGEND

(E)	EXISTING
SAN	PROPOSED SEWER LINE
SEW	EXISTING SEWER LINE
	PROPOSED WATER LINE
WAT	EXISTING WATER LINE
₩	PROPOSED GATE VALVE
₽ TB	PROPOSED THRUST BLOCK
FH	PROPOSED FIRE HYDRANT
-ws	PROPOSED SANITARY WATER STOP

CALL THREE WORKING DAYS BEFORE YOU DIG 811 ONE CALL SYSTEMS INC. CONTRACTOR SHALL VERFY THE LOCATION OF ALL EXISTING

ters are specifically couldened that the location and/or elevation of existing utilities as : note only. The information is not to be rated on as being exact or complete, effector must call the appropriate willty provider or one-call system a minimum of 72 hours before beginning any author activities in order to verify the locations of all soleting willides. It is the responsibility of the continuator to verifice scalling control of the processed continuation.

has documents proposed by the Engineer ore horizonetic of the Engineer's sortice Unions atheretin belication, the Engineer shall be desemble described of destings, specifications and other consensation stall still registed and common in such confidence of the described and common law scholary and cold reversed fights, in coldifient to the copyright. Deciments prepared by the Engineer can be use soldy with respect to this project. Here documents shall not be used, copied or confidence allowed the souther upon the engineer of the Engineer shall be used to be used. On the confidence of the Collinear School the souther of the Engineer School the souther of this of the Engineer School the souther of the Engineer School the School school the souther of this of the Engineer School school the souther of the Engineer School school school the souther of the Engineer School school the souther of the Engineer School school school the souther school school the school school the souther school school the souther school school the souther school school the school school the school school the school school





REV. DATE BY

CONSTRUCTION PLANS MEADOWS SUBDIVISION ON ROAD, KINGSPORT, TN

PROPOSED LEBANON N

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Z Z Z

PEN

UTILITY

DRAWN BY: CHECKED BY: SCALE: 1"=50" DRAWING NAME: ley Lebanon Road PD 1 SHEET NUMBER:

C7 16

NOTICE TO CONTRACTORS REGARDING EXISTING UTILITIES

DETECTOR CHECK NOTES:

GENERAL WATER/SEWER NOTES:

FIRE LINES 3" AND LARGER REQUIRE A SINGLE DETECTOR CHECK ON FIRE LINE AT PROPERTY LINE.

ALL WATER/SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE LOCAL UTILITY PROVIDER

THE CONTRACTOR IS TO BE RESPONSBLE FOR INFORMING THE LOCAL UTILITY PROVIDER WATER/SMER RISPECTION DONSION 2 MEETS BEFORE THE START OF CONSTRUCTION, CONFIGURATION THE REQUIREMENTS OF THE INSPECTIOR DURING CONSTRUCTION AND TO REQUEST THE FINAL INSPECTION FOR APPROVIME BY THE LOCAL UTILITY PROVIDER.

I. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION . Connections to existing facilities shall be made only under the supervision of a Representative of the local utility provider

. BACKFILL FOR WATER/SEWER LINES UNDER ALL PAVED OR CONCRETE AREAS TO BE COMPACTED CRUSHED STONE TO SUBGRADE

ALL EXCAVATION FOR TIE-INS ON EXISTING LINES OR FOR TAPS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER'S CONTRACTOR

I, AS-BUILT PLANS MUST BE COMPLETED AND SHALL SUBMITTED ON PAPER AND IN DIGITAL FORM PRIOR TO ACCEPTANCE OF THE SENER LINES BY THE OWNER OR LOCAL UTILITY PROVIDER . NO OTHER UTILITIES MAY BE INSTALLED IN THE SAME TRENCH AS WATER/SEWER LINES OF LATERAL SERVICE LINES

. ANY ENTRANCE SIGN TO THE DEVELOPMENT SHALL NOT BE CONSTRUCTED OVER OR NEAR ANY UTILITY LINES

Water Lines, Sanitary sener lines, and manholes shall be disinfected and tested in accordance with industry and the local utility provider's requirements prior to acceptance by the owner.

2. TRACING WIRE IS REQUIRED ON ALL BURIED PLASTIC UTILITIES (MAINS AND SERVICE LINES/LATERALS) BY TN CODE

PROPOSED SANITARY WATER STOP (CHECK DAM)

SANITARY SEWER NOTES:

I. ALL GRAVITY SEWER LINE TO BE SOR 35 PVC.

ELECTRICAL, PHONE AND CABLE NOTE:

PROVIDE SHOP DRAWINGS TO HIGHLANDS ENGINEERING FOR APPROV PRIOR TO BEGINNING CONSTRUCTION.

COORDINATE ALL CONSTRUCTION WORK WITH THE LOCAL UTILITY PROVIDER AND PROVIDE SEWER PUMP—AROUND SERVICES AS NEEDED DURING THE CONNECTION TO THE EXISTING MANHOLE.

REFER TO ELECTRICAL SHEET AND DETAILS IN ARCHITECTURAL PLANS FI LOCATIONS OF POWER CONDUITS AND TRANSFORMER, PHONE AND CABL CONDUITS AND WIRING TO SERVICE THE BUILDINGS AND SITE LIGHTING.

. THREE (3) WEEKS ADVANCE NOTICE REQUIRED FOR WATER TAPS AND TWO (2) WEEKS NOTICE REQUIRED FOR INSPECTION SERVICES

FIELD VERIFY UTILITIES BEFORE BEGINNING CONSTRUCTION AND COORDINATE ALL CONNECTIONS TO EXISTING LINES WITH THE LOCAL UTILITY PROVIDER.

PROVIDE SHOP DRAWINGS OF ALL MATERIALS TO THE ARCHITECT FO APPROVAL PRIOR TO BEGINNING CONSTRUCTION.

2. ALL VALVE BOXES ARE TO BE ADJUSTED TO FINISH GRADE

MINIMUM COVER OVER ALL WATER LINES IS 3.0 FEET VERIFY LOCATIONS OF CONNECTION OF WATER LINES TO BUILDING WITH ARCHITECTURAL PLANS.

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 Slemp & 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
발	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		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		\$ 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
2023-D28	JTB Construction	Lebanon Meadows	14	\$ 45,899.72	3/25/2024		Open

TOTAL 1,535 \$ 2,331,996.36 \$ 1,867,357.63