

ORDINANCE NO. 324

AN ORDINANCE TO AUTHORIZE CREATION OF IMPROVEMENT DISTRICT NO. 1 AND DESIGNATE THE BOUNDARIES THEREOF; TO AUTHORIZE THE CONSTRUCTION OF IMPROVEMENTS THEREIN; TO AUTHORIZE ENTERING INTO A CONTRACT FOR CONSTRUCTION; TO AUTHORIZE THE LEVY OF ASSESSMENTS THEREON AND THE COLLECTION THEREOF; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, *Tenn. Code Ann. §7-32-101 et seq.*, provides that municipalities whose charters do not contain specific provisions to the contrary shall have the power to design, contract for, and execute the construction and improvement of any street, avenue, alley, highway, or other public place by opening, extending, widening, grading, paving, macadamizing, curbing, guttering, draining, or otherwise improving the same in such manner and with such materials as the legislative body of such municipality may prescribe; and

WHEREAS, the Board of Mayor and Alderman hereby finds that the general health and welfare of the community as a whole demands that certain improvements as set out herein are necessary and reasonable. Now therefore,

BE IT ORDAINED BY THE TOWN OF MOUNT CARMEL, TENNESSEE, AS FOLLOWS:

SECTION 1. Improvement District created and identified.

There is hereby created and established an improvement district for the purpose of constructing and installing drainage improvements in that portion of the Town of Mount Carmel as set out herein, and said improvement district shall be known as Improvement District No. 1.

SECTION 2. Area defined.

Said drainage improvement district shall consist of all property abutting on, or adjacent to the northerly sideline of Ashley Drive, and served or benefitted by a failing unapproved drainage system.

SECTION 3. Nature and extent of work to be performed.

Said improvement district shall consist of the design, construction and installation of a drainage improvement to serve all the property abutting on, or adjacent to the northerly sideline of Ashley Drive within the area defined above.

SECTION 4. Character of materials.

The drainage improvement to be installed pursuant to this ordinance shall be a gravity flow stormwater sewer, constructed of two (2) twenty-four inch (24") smooth wall HDPE pipes with such fittings and appurtenances as required by approved engineering practice.

SECTION 5. Design and filing of documents.

The Town Engineer is hereby directed to design and oversee said drainage improvement project, to create drawings, plans, specifications and estimates, and to deliver said documents to the Town Recorder who shall keep said documents available for property owners who may be affected by such improvements to see and examine same.

SECTION 6. Cost of improvements.

The cost of any improvement contemplated herein shall include the expense of preliminary and other surveys, inspection and superintendence of such work, preparation of plans and specifications, printing and publishing of notices, resolutions, and ordinances required, including notice of assessment, preparing bonds, interest on bonds, and any other expense necessary for the completion of such improvement.

SECTION 7. Public hearing.

On the 27th day of March, 2007, the Board of Mayor and Aldermen shall hold and conduct a public hearing to hear any objections or remonstrances that may be made by any person or persons whose property may be affected by such improvement who may appear in person or by attorney or by petition, and protest against the making of such improvement, the material to be used, and the manner of making same.

Upon completion of the public hearing, the Board of Mayor and Aldermen shall consider such objections and protest, if any, and shall then confirm, amend, modify, or discontinue the project contemplated herein. Failure of any person to object of protest at the time of said public hearing shall constitute a waiver of any and all irregularities, omissions, and defects in the proceedings taken prior to such time.

SECTION 8. Undertaking of work.

From and after the effective date of this ordinance, construction shall proceed according to plans and specifications as approved by the Town Engineer.

SECTION 9. Contracts and bidding.

The work set out herein shall be contracted with the lowest and best responsible bidder, subject to approval of the Board of Mayor and Aldermen who shall have the power to reject any and all bids and to order new bids.

SECTION 10. Security required of bidders.

All bids submitted for constructing such improvement shall be accompanied by a certified check or a suitable bond, with at least two (2) good and solvent sureties, who are citizens or residents of the Town of Mount Carmel; or in lieu of personal sureties, the bond of some surety company authorized to do business in the State of

Tennessee may be given in a penal sum of at least ten percent (10%) of the entire cost of the work to be done or improvements to be made, computed on the basis of the bid submitted, and conditioned that the contractors named therein shall, in case the work is awarded to them, enter into a contract with the Town within the time required and for the price named in their respective bids, and in accordance with the plans and specifications of the Town Engineer and the provisions of this ordinance.

SECTION 11. Contractor's performance bond.

The successful bidder shall execute a bond to the Town of Mount Carmel in an amount equal to the entire contract price of the improvement, conditioned that the party shall well and truly perform all of the terms and conditions of the contract, in a good and workmanlike manner, and in accordance with the plans and specifications, which shall form part of the contract, and shall indemnify and save the Town harmless from all losses, costs, and expenses which it may sustain by reason of any negligence or default of such contractor.

SECTION 12. Apportionment of cost by frontage.

Upon completion of construction of the improvements contemplated herein, the Board of Mayor and Aldermen shall apportion two-thirds ($\frac{2}{3}$) of the cost of such improvement upon the land abutting on or adjacent to the street or road, which apportionment shall be made against the land according to the frontage of the lots or parcels on the street or road.

SECTION 13. Limitation on aggregate assessment.

The aggregate amount of the levy or assessment made against any lot or parcel of land shall not exceed one half ($\frac{1}{2}$) of the cash value of the lot and improvements thereon. Cash value is hereby defined to mean the fair sale price of the lot and improvements thereon if sold at a voluntary sale. The Town shall pay any part of the levy or assessment against any such lot or parcel as may be in excess of one half ($\frac{1}{2}$) of the cash value thereof.

SECTION 14. Notice of apportionment completion and hearing on objections.

Upon completion of the apportionment, the Town Recorder is hereby directed to publish a notice that the assessment list has been completed, and that on a day named therein which shall be not less than ten (10) days after the date of publication of the notice, the Board of Mayor and Aldermen will consider any and all objections to the apportionment that have been filed in the office of the Town Recorder. The notice shall further recite that the lists are in the office of the Town Recorder and may be inspected during normal business hours and during the time specified, by anyone interested. Said notice shall also state the general character of the improvement and the terminal points thereof.

SECTION 15. Filing objections to assessments.

All persons whose property it is proposed to assess for the cost of the improvement may at any time on or before the date named in the notice, and before said meeting of the Board of Mayor and Aldermen, file in writing with the Town Recorder any objections or defense to the proposed assessment or to the amount thereof.

SECTION 16. Hearing on assessments and objections.

On the date named in the notice, the Board of Mayor and Aldermen shall hear and consider the assessment and objections thereto, and, after so doing, shall confirm, modify, or set aside the assessments as shall be deemed right and proper.

SECTION 17. Failure to object to assessments.

If no objection to the amount of assessment is filed, or if the property owners fail to appear in person or by attorney and object to same, the assessment shall be confirmed and made final. Property owners who do not file objection in writing or protest against such assessment shall be held to have consented to the same and forever barred to attack the regularity, validity, or legality of such assessment.

SECTION 18. Appeal on assessments.

When any owner or part owner of any lot or lands abutting on or adjacent to any street or road improved pursuant to this ordinance, or about to be improved as hereinbefore provided, and upon or against which lots or land, levies or assessments have been made for the purpose of paying for such improvement, shall be aggrieved by the action of the Board of Mayor and Aldermen in confirming the levies or assessments made by such body, such owner or person shall have right to appeal from the action to the Circuit Court of Hawkins County; provided, that the owner made objection or protest to the levies or assessments at the time provided for objecting thereto. Such appeal of any individual shall in no wise affect the legality of such levy or assessment as to other property involved in the levies or assessments, and, such appeal shall be perfected within thirty (30) days after final action by the board of Mayor and Aldermen making such levies or assessments. Should such an appeal not be perfected within this time, the levies or assessments shall be regarded as final and shall not be reviewed by certiorari, injunction, bills to quiet title or otherwise by any court.

SECTION 19. Correction of errors.

Any error, mistake of name, number of lot, amount, or other irregularity may at any time be corrected and no such levy or assessment shall ever be declared void or invalid by reason thereof, but the person aggrieved may have the same corrected by application to the Board of Mayor and Aldermen.

SECTION 20. Delivery of assessments to Town Recorder.

Upon completion of the levy of assessments by the Board of Mayor and Aldermen, the Town Recorder shall enter same in an appropriate ledger, styled "Special Assessments," which ledger shall show:

1. Name of owner of such property;
2. The number of lot or part of lot and the plan thereof, if there be a plan;
3. The frontage of the lot and the depth thereof;
4. The amount that has been assessed against such lot; and
5. The amount of such installment and the date on which installment shall become due.

The ledger shall be indexed according to the names of the owners of the property and according to the names of the streets that have been improved.

SECTION 21. Lien of assessment.

All such assessments shall constitute a lien on the respective lots or parcels of land upon which they are levied, superior to all other liens except those of the state and county and city, for taxes.

SECTION 22. Date assessments due; installment payments.

All assessments levied shall be due and payable within thirty (30) days after the assessment is made final; provided however, that at the election of the property owner, to be expressed by notice as hereinafter provided, the assessment may be paid in five (5) annual installments, and shall bear interest at the rate of six percent (6%) per annum, interest payable semi-annually.

SECTION 23. Contract for installment payments.

Any property owner desiring to exercise the privilege of payment by installments shall, before the expiration of the thirty (30) days aforesaid, enter into an agreement in writing with the Town that, in consideration of such privilege, he will make no objection to any illegality or irregularity with regard to the assessment against his property, and will pay the same, as required by law, with the specified interest. Such agreement shall be filed in the Office of the Town Recorder.

SECTION 24. Prepayment of installments.

Any property owner who shall elect to pay his assessments in five (5) annual installments shall have the right and privilege of paying the assessment in full at any installment period by paying the full amount of the installments, together with all accrued interest, and an additional sum equal to one half ($\frac{1}{2}$) the annual interest thereon.

SECTION 25. Enforcement of collection.

Whenever any installment of any assessment shall become past due for a period of sixty (60) days, the Town Recorder shall certify the installment and all other installments of the same assessment to the Town attorney who shall immediately enforce the collection by attachment levied upon the lot or parcel of ground upon which such assessment was levied in the manner provided by law.

SECTION 26. Authorization to enter into a contract.

The Mayor, or in his absence, incapacity, or failure to act, the Vice-Mayor, is hereby authorized to enter into a contract, in a form approved by the Town attorney, with the approved bidder, for the construction of the improvements contemplated herein.

SECTION 27. Effective date.

This ordinance shall be effective from and after its date of passage as the law directs, the public welfare demanding it.

FIRST READING	AYES	NAYS	OTHER
VICE-MAYOR CHRISTIAN	X		
ALDERMAN GABRIEL	X		
ALDERMAN MAWK	X		
ALDERMAN WHEELER	X		
ALDERMAN WOLFE	X		
ALDERMAN WORLEY-DAVIDSON	X		
MAYOR LAWSON	X		
TOTALS	7	0	0

PASSED FIRST READING: February 27, 2007

SECOND READING	AYES	NAYS	OTHER
VICE-MAYOR CHRISTIAN	X		
ALDERMAN GABRIEL	X		
ALDERMAN MAWK	X		
ALDERMAN WHEELER	X		
ALDERMAN WOLFE	X		
ALDERMAN WORLEY-DAVIDSON	X		
MAYOR LAWSON	X		
TOTALS	7	0	0

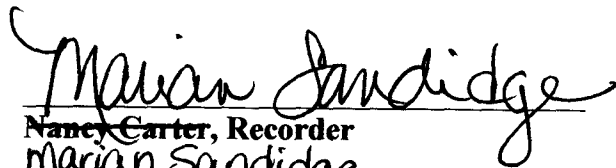
FAILED: March 27, 2007

PUBLISHED ON: March 29, 2007
 NEWSPAPER: Kingsport Times-News



Gary W. Lawson, Mayor

ATTEST:



~~Nancy Carter, Recorder~~
Marian Sandidge

Passed First Reading

February 27, 2007

Passed Second Reading

March 27, 2007

Published On

March 29, 2007

Legals

TRUSTEE'S NOTICE OF SALE

WHEREAS, by Deed of Trust dated March 27, 2006, and recorded in the Register's office for Sullivan County in Blountville, Tennessee, in Deed Book 2380C, Page 0191, Jennifer E. Fredrichs, unmarried, conveyed to O. Taylor Pickard, Jr., Trustee, the hereinafter described real estate to secure the payment of a note in the original principal amount of \$65,235.00; and

WHEREAS, default has been made in the payment of said indebtedness and other provisions of the Deed of Trust have been violated, and Eastman Credit Union, the holder of said indebtedness has declared the entire amount due and payable as provided in said Deed of Trust, and the Trustee has been directed to foreclose the Deed of Trust in accordance with the terms thereof, the public is hereby notified that the undersigned Trustee will sell the hereinafter described real estate at public auction, to the highest and best bidder, for cash in hand, at the main entrance of City Hall Building, 225 West Center Street, Kingsport, Sullivan County, Tennessee, at 10:00 a.m. on March 13, 2007.

The real estate to be sold is located in the 10th Civil District of Sullivan County, Tennessee, and is more particularly described as follows:

Containing 0.784 acres, more or less as shown on plat of record in Plat Book 50, page 394 in the Register's Office for Sullivan County, at Blountville, Tennessee; and as shown on survey dated March 7, 2002, drawn by Garber Land Surveying, Gordon W. Garber, Tennessee RLS #1966, 107½ E. Courthouse Square, Jonesborough, Tennessee.

Property Address: 3636 Bloomingdale Road, Kingsport, Tennessee 37660

The sale will be made without covenant or warranty regarding title, possession, or encumbrances, in bar of all rights and equity of redemption waived in the deed of trust, and subject to all unpaid real estate taxes and all other rights or exemptions of the grantors in said deed of trust.

This 16th day of February, 2007.

/ss/ O. Taylor Pickard, Jr.
O. Taylor Pickard, Jr., Trustee

Pub. 3T: 02/20, 02/27 & 03/06/07

CLASSIFIED ADVERTISING ERRORS AND ADJUSTMENT POLICY.
Advertisers are requested

Legals

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO: APAC-Tennessee, Inc. PROJECT NO.: 37069-4203-04 CONTRACT NO.: CNE259 COUNTY: HAWKINS

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 4/6/2007.

Pub 14T: 3/02/07, 3/03/07, 3/04/07, 3/05/07, 03/06/07, 3/07/07, 3/08/07, 3/09/07, 3/10/07, 3/11/07, 3/12/07, 3/13/07, 03/14/07, 03/15/07

PUBLIC HEARING

The Mount Carmel Board of Mayor and Aldermen will have public hearings on Tuesday, March 27, 2007, at 7:00 p.m. at Mount Carmel City Hall concerning Ordinance 323, "An Ordinance to Amend Title 14 Chapter 9 of the Zoning Ordinance by Adding a New Commercial District on Main Street," and Ordinance 324, "An Ordinance to Create an Improvement District on Ashley Drive." The regular Board of Mayor and Aldermen meeting will follow. The public is welcome to attend and make comments.

PUB 1T: 3/6/07

Announcements

060 Lost, Found

FOUND- Biffold, Bob Jobe Road, Call To Identify. Call 357-3673

080 Auctions

Antique Auction
Sat March 10th starting at 1pm Furniture, toys, tools & pottery glassware & more. The Red Barn 139 Jonesboro Rd, Piney Flats across from KFC on Hwy 11E. For Sellers call 423-340-2264 Joe Eller Lic# 2752

AUCTION Every Fri night, 7pm
Except Holiday Wknds. Twin Hills Auction. FL 5, 6147 Kpt Hwy, Gray 477-7753

AUCTION TIME TFL #4936
Sale Every Monday 4 pm
www.auctiontimegallery.com
423-306-2663 or 423-418-3901

RON RAMSEY & ASSOC.
Realtors & Auctioneers
Complete Auction Services
423-323-8700

090 Happy Ads

090 Happy Ads

MRS. Morelock's Munchkins at Fall Branch School: I'm enjoying our time together in second grade.
Keep smiling! I love you!
Sue Morelock, Fall Branch Elementary School:

095 Personals

ADOPT: ALL of our devotion and joy is what we dream of sharing with your newborn. We promise to give your baby Endless love, security in our safe and nurturing arms. Expenses paid.
ELAINE and ANGELO
800-570-9307 PIN # 00

MAN 56 would like to meet widow women in her 40's or 60's. I do enjoy yard sales.
276-395-6543

180 General Employment

STAFFZONE

Temporary Services is looking for Culinary Food Prep People to work the Bristol Race Event. Work begins 3/19/07 and will run for 10 straight days. Daily work/daily pay starting at \$6.25/hr. For more information please call 423-283-9663 (Johnson City)

EXPRESS PERSONNEL SERVICES
282-4672

AVON Reps needed! Earn X-tra money now! 423-742-2299 or 357-6387. Gloria. In stock products available!

ATTENTION!!
>>> HARD WORKERS <<<
Room Attendant/
Breakfast Attendant
needed. Start at \$6.75/hr.
Please apply in person,
LaQuinta Inn, 181, Exit 63.
No phone calls please.

BODY TECHNICIAN NEEDED
Must be ASE & I-CAR
Certified. Need to be able to do job from start to finish.
Call 423-239-3181 or 477-4966 ask for Donnie

BORING PEOPLE
NEED NOT APPLY!
Earn \$250-\$400/wk
Part Time 1st or 2nd shift.
Call 283-4759.

CLASSIFIED ADVERTISING TELEPHONE SALES POSITION

TimesNews

Entry level position available for an enthusiastic, aggressive individual to work in the Kingsport Times-News Classified Inside Telephone Sales Department. Candidate must have a pleasant phone voice, accurate typing

180 General Employment

C-STORE in need of full/part time customer service specialist. Good work environment with vacation and above average pay. Please apply in person M-F 8am-4pm at Big Break Exxon Weber City, VA.

CASHIER needed after school. Also positions for full & part time help. Apply in person SOUTHERN CLASSIC AUTO WASH. 4264 Ft. Henry Dr., Kpt.

CCS Tractor Trailer Training
School advertisement
Fall Branch, TN
423-348-8339

ENGLEWOOD LAWN & LANDSCAPES

25K + Benefits
Experienced Landscape Foreman
Min. 3 years experience
Minimum Requirements:
21 Years Old
DRIVERS LICENSE- NO TICKETS PAST 3 YRS.
Drug-Free, Professional, "Clean Cut" Appearance.
(423) 791-2712.

If You Have Been A Volunteer Working with Seniors in the Past or Present We Would Like to Have you on Our Team You've Already Proven Your Ability to Serve We'd Like to Pay you Now for Your Time & Dedication

It's Always Nice to Have Some Extra Money Working the Hours you Would Like.

Along with a rewarding career We Train, We Care, We Pay

Thank you, for considering working with our In Home Care Team You may call (423)764-5000 or (423)929-0004

TimesNews

MOTOR ROUTE AVAILABLE

Carter's Valley Rd. (Kpt)

Harrison Ave.

Approx. 1 Hour Daily

Drivers license & auto insurance required. Economical vehicle suggested.

For Consideration Call 423-392-1390

TimesNews

MOTOR ROUTE AVAILABLE

180 General Employment

TimesNews

MOTOR ROUTE AVAILABLE

Memorial Blvd. Central/Ashley St. Area

\$ Excellent Earnings \$

2-3 Hours Per Morning
Drivers license & auto insurance required. Economical vehicle suggested.

For Consideration Call 423-392-1390

Legals

SUBSTITUTE TRUSTEE'S

WHEREAS, default having been made in the payment of debts and obligations secured to be paid by Trust executed on January 4, 2005, to Rhoton Law Office, Trustee, as same is recorded in Deed Book 2206C, Page 293, ("Deed of Trust") the beneficial interest of said last transferred and assigned to Wells Fargo Bank, National Association, as Trustee for Freeman S.A.B.R. 2005-FR2 by: Saxon Mortgage Services, Inc. and

WHEREAS, Wells Fargo Bank National Association, as Trustee for Freeman S.A.B.R. 2005-FR2 by: Saxon Mortgage Services, Inc. as its current owner and holder of said Deed of Trust ("Holder"), appointed the undersigned, Priority Trustee Services, Inc. as Substitute Trustee for record in the Register's Office for Sullivan County, Tennessee, with all the rights, powers and authority vested in said Deed of Trust.

NOW, THEREFORE, notice is hereby given that the indebtedness has been declared due and payable by the Owner and the undersigned, Priority Trustee Services, Inc. as its duly appointed and authorized Trustee, by virtue of the power and authority vested in said Deed of Trust, commencing at the Door of the Sullivan County Courthouse, Kingsport, Tennessee, to sell at public auction, the following described real estate in Sullivan County, Tennessee, to wit: Situate in the 12th Civil District of Sullivan County, Tennessee, to-wit: Being Lot 4 of the Resubdivision of Cherry Hill Tract, as shown on map of record in the Register's Office for Sullivan County, Tennessee in Plat Book 41, page 18, and as surveyed, dated May 1, 1995, by Deed of Patricia A. Perkins by Deed of 1998 from Holston Habitat for Humanity, Inc. to the Register's Office of Deeds for Sullivan County, Tennessee in Book 1344C, page 490.

PROPERTY ADDRESS: 1912 Sweetwater Road, Kingsport, TN 37665

CURRENT OWNER(S): Patricia A. Perkins. The sale of the above-described property is subject to all matters shown on any recorded plan; restrictive covenants, easements or other interests that may be applicable; any prior liens or encumbrances; any priority created by a fixture filing; and an accurate survey of the premises might be required.

SUBORDINATE LIENHOLDERS: Deed of Credit Union dtd 12/12/05 for \$11,092 in DB 2343C, Pg 447
OTHER INTERESTED PARTIES: N/A
All right and equity of redemption, homestead, and dower are expressly reserved, and the title is believed to be clear. The right is reserved to adjourn the sale from day to day, time, and place certain without further notice or announcement at the time and place of sale.

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

Kingsport, TN April 4, 2007

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 3-29-07, and appearing 1 consecutive weeks/times, as per order of _____

Town of Mount Carmel

Signed Karen C Mulberry

THE Town of Mount Carmel, Tennessee, on March 27, 2007, passed Ordinance No. 324, An Ordinance to Authorize Creation of Improvement District No. 1 and Designate the Boundaries Thereof; To Authorize the Construction of Improvements Therein; To Authorize Entering into a Contract for Construction Thereof; and to Fix the Effective Date of This Ordinance.

PUB1T: 03/29/07

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 6th day of April 2007, Karen C Mulberry 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.

William David Richards

My commission expires 6-26-07

