

MINUTES OF REGULAR MEETING  
BOARD OF MAYOR AND COMMISSIONERS

DECEMBER 10, 2013

The Board of Mayor and Commissioners held its regular meeting on Tuesday, December 10, 2013, at 6:00 p.m., in the conference room at City Hall. Before calling the meeting to order, Mayor Jane Dawkins asked Gary Dawkins to give the invocation and Commissioner Jeff Powers to lead the pledge to the flag. Upon roll call, the following members were present: Commissioner Jimmy Wigfall, Commissioner Jeff Powers, Commissioner Debbie Hughes, and Mayor Jane Dawkins. Absent: Commission Ronnie Lancaster.

Mayor Dawkins asked the Board to review the minutes of the November 12, 2013 board meeting. A **Motion** to approve the minutes of the previous meeting was made by Commissioner Wigfall, seconded by Commissioner Powers. Voting aye were four, none opposed.

The Mayor asked for any comments for citizens. Tina Kessler, 1826 Cedar Avenue, said that she was issued Building Permit 2901 signed by the building inspector. Her property contains two dwellings: a mobile home which is her residence and a house. Jarvis Wooten, building inspector, told Kessler previously that the house would have to be torn down. City ordinance states only one dwelling per lot. Kessler has turned the house into a storage building, making improvements to it such as a new roof and painting the exterior. The city has received several calls/complaints regarding this issue. Kessler said she has spoken with the Governor of Tennessee and that Wooten never contacted her regarding this demolition. Notice that demolition needed to be done was indicated on building permit. This issue was brought to Attorney Billy Gouger's attention over a year ago when he served as City Judge. Gouger said he would need to research this matter to make sure this is in compliance with the city zoning ordinance. He asked to discuss this matter at the next city meeting.

Brian Graham, C & D Recycling, is interested in purchasing property from the city that adjoins C & D property. He gave the Mayor and Board of Commissioners

drawings and aerial photographs and asked for their input regarding this matter. Commissioner Powers asked if there was a time line for the improvements Graham wanted to make. Graham stated the construction should start by February, 2014. City Administrator Sammy Burrows said this matter is being addressed and that a workshop would be held with Mayor and Board to discuss this issue.

Allie Mae Haley, 215 E 8<sup>TH</sup> Street, addressed the board regarding the property tax increase. She was concerned that she may not be able to pay her property taxes and that she may lose her home. Haley said she tried to address the board at the last city meeting and was unable to approach the board due to the large crowd. She wanted the board to reconsider this tax increase. Mayor Dawkins assured Haley that she gives everyone present at the commission meetings adequate time to address the board.

Eugene Bice, 1701 Wayne Avenue, said he did not have a problem with the property tax increase but was concerned where the money from increase was going to be spent. Bice owns several rental properties and stated that he could pass this increase on to his renters. He also stated that he did not like what he was seeing and too much time was being spent on the Annual Cornbread Festival and not enough time being spent on future improvements to South Pittsburg. Mayor Dawkins said lots of small towns and communities are having the same problems. She said that she and the board were trying to make certain improvements when possible and make South Pittsburg a better place to live.

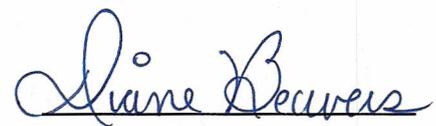
The Police, Street, and Parks & Recreation Departments had no comments.

Mayor Dawkins stated that Lisa Bradford, Parks & Recreation Director, did a great job organizing the Annual Christmas Parade. She also stated that the city had a Christmas Tree Lighting that involved several of the Richard Hardy students. There was a Christmas Concert at the Princess Theater also. The Choo Choo Chorus performed along with the SPES Chorus and the SPHS Band.

A **Motion** to pass on the first (1<sup>st</sup>) reading Ordinance #744 (An Ordinance of the City of South Pittsburg, Tennessee, to Amend the Zoning Ordinance of South Pittsburg Pertaining to Recreational Vehicles as a Temporary Use) was made by Mayor Dawkins. She said that the Planning Commission has met two times with the City Planner concerning several issues. The Ordinance died from lack of second.

The Mayor stated that South Pittsburg would like to enter into an agreement with the Town of Kimball regarding the sharing of a municipal recreational park in Kimball. Bradford, Parks Director, stated that South Pittsburg had limited availability of such recreational facilities within its municipal limits. This agreement would allow South Pittsburg and Kimball to work together in a cooperative effort to share the use of Kimball's baseball/softball fields and related amenities. Attorney Gouger stated that Kimball approved this agreement last week at their monthly meeting. A **Motion** to enter into this agreement was made by Commissioner Wigfall, seconded by Commissioner Powers. Voting aye were four, none opposed.

There being no further business and upon **Motion** by Commissioner Powers, seconded by Commissioner Wigfall, the Mayor adjourned the meeting.



Diane Beavers  
Recorder

Approved:



Jane W. Dawkins  
Mayor

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of second

ORDINANCE NUMBER 744

**AN ORDINANCE OF THE CITY OF SOUTH PITTSBURG  
TO AMEND THE ZONING ORDINANCE OF SOUTH PITTSBURG  
PERTAINING TO RECREATIONAL VEHICLES AS A TEMPORARY USE**

- WHEREAS,** Tennessee Code Annotated (TCA) § 13-7-201, allows for the zoning of territory within a municipality; and
- WHEREAS,** the South Pittsburg Municipal Planning Commission has certified a zoning ordinance as provided for in TCA § 13-7-202; and
- WHEREAS,** TCA §13-7-204 authorizes amendments to a zoning ordinance; and
- WHEREAS,** in accordance with TCA § 13-7-203 subsection (b), the South Pittsburg Municipal Planning Commission approved and recommended the zoning amendment herein described to the Board of Mayor and Commissioners; and
- WHEREAS,** in accordance with TCA § 13-7-203, subsection (a), a public hearing was held prior to final reading of this ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND COMMISSIONERS OF THE CITY OF SOUTH PITTSBURG, TENNESSEE THAT:**

**Section 1:** Section 13.08. Temporary Use Regulations of Article 13 of the South Pittsburg Municipal Zoning Ordinance is hereby amended by adding the following:

**8. Recreational Vehicles:** In the R-2 and R-3 district, Recreational Vehicles are allowed as the sole use on a vacant, individual lot on a temporary basis for storage purposes only. The maximum cumulative amount of time such a vehicle may occupy a lot is limited to ninety days in a given year with the year being calculated beginning at the date of initial approval by the Building Inspector. The RV must adhere to the dimensional regulations of its respective zoning district. An applicant shall reapply each year for renewal of the temporary use. Failure to reapply or any violation of this provision will result in immediate enforcement by the Building Inspector. Nothing in this section is meant to allow use of a RV for residential purposes at any time.

**Section 2:** Any Ordinance, Resolution, Motion or parts thereof in conflict herewith are hereby repealed and superseded. If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction; such holding will not affect any other portion of this Ordinance.

Proposed amendment to the Temporary Use Regulations of Article 13 of the Zoning Ordinance:

**8. Recreational Vehicles:** In the R-2 and R-3 district, Recreational Vehicles are allowed as the sole use on a vacant, individual lot on a temporary basis for storage purposes only. The maximum cumulative amount of time such a vehicle may occupy a lot is limited to ninety days in a given year with the year being calculated beginning at the date of initial approval by the Building Inspector. The RV must adhere to the dimensional regulations of its respective zoning district. An applicant shall reapply each year for renewal of the temporary use. Failure to reapply or any violation of this provision will result in immediate enforcement by the Building Inspector. Nothing in this section is meant to allow use of a RV for residential purposes at any time.

Summary: The amendment allows RVs to be placed on a vacant lot in the R-2 and R-3 zoning districts. The RV must adhere to the dimensional regulations of the district and is limited to 90 days within a one year period. The RV cannot be used for residential purposes.

Pros:

- A time limit is included of ninety days within a one year period.
- The RV is not allowed for residential use - only for storage.
- The building inspector is required to review applications for a temporary RV on an annual basis.

Cons:

- The building inspector would need to keep track of these RVs and ensure the time limit is enforced.
- Once the RV is allowed to be placed on the lot and utilities are connected, it will be very difficult to ensure it is not being used for residential purposes as well as enforce the 90 days time limit.
- While the situation presented to the Planning Commission is a vacant lot in an area that is not primarily residential, the amendment would allow RVs to be placed on any vacant lot in R-2 and R-3 districts. This could have the effect of disrupting residential neighborhoods and impacting property values.

**Section 3:** As required by Tennessee Code Annotated (TCA), § 13-7-203, a public hearing subject to fifteen (15) days notice was held, and all of the requirements of TCA, §§ 13-7-201 through 13-7-210 have all been complied with, including the approval of all necessary agencies.

**NOW, BE FURTHER ORDAINED,** that this ordinance shall become effective upon final reading and passage by the Board of Mayor and Commissioners, the public welfare requiring it.

**RECOMMENDED BY THE PLANNING COMMISSION:** November 14, 2013

**Date Advertised in the South Pittsburg Hustler:** \_\_\_\_\_

**Date of Public Hearing:** \_\_\_\_\_

**FIRST READING:** December 10, 2013

**SECOND READING:** \_\_\_\_\_

**FINAL READING:** \_\_\_\_\_

\_\_\_\_\_  
**MAYOR JANE W. DAWKINS**  
**CITY OF SOUTH PITTSBURG, TN**

**ATTEST:** \_\_\_\_\_  
**DIANE BEAVERS, CITY RECORDER**

## AGREEMENT

This Agreement, made and entered into on this 10<sup>th</sup> day of December, 2013, by and between **THE TOWN OF KIMBALL, TENNESSEE**, hereinafter referred to as "Kimball", and **THE CITY OF SOUTH PITTSBURG, TENNESSEE**, hereinafter referred to as "South Pittsburg", both being municipal corporations existing in and under the laws of the State of Tennessee.

**WHEREAS**, Kimball owns a municipal recreational park that includes, among other amenities, four (4) ballfields suitable for baseball and softball; and

**WHEREAS**, South Pittsburg has limited availability of such recreational facilities within its municipal limits, and it has been suggested that Kimball and South Pittsburg work together in a cooperative effort to share the use of Kimball's baseball/softball fields and related amenities; and

**WHEREAS**, the parties desire to enter into this Agreement for the purpose of clearly stating the rights, responsibilities, and obligations of each party with respect to such usage; and

**WHEREAS**, it is deemed to be in the public interest for the parties hereto to enter into this Agreement to accomplish the purposes set out above.

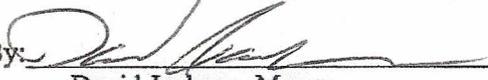
**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties acknowledge and agree that they shall share the usage of Kimball's four (4) baseball/softball fields complex and related concession, restroom, scoreboard, and parking facilities on the following terms and conditions:

1. Kimball shall mow the grass on the fields and provide the chalk necessary for lining and marking the fields.
2. Kimball shall provide maintenance and empty as necessary all trash cans located at the park facility.
3. Kimball shall provide access to and maintenance of the restroom facilities at the park.
4. Kimball shall provide concessions for all events at the complex; however, South Pittsburg shall provide a schedule of all games and practices where concession services are desired for use by the concession operator.
5. Kimball shall have the absolute right to control or limit the use of fields due to weather-related conditions.

6. South Pittsburg shall maintain the infields of all four (4) fields in the complex, and it shall also be responsible for marking or lining the fields as necessary.
7. South Pittsburg shall arrange for and compensate all of its umpires necessary for the conduct of its games.
8. Any and all gate or entrance fees collected shall belong to South Pittsburg so long as such fees are generated from a South Pittsburg-sponsored or affiliated game or tournament. Otherwise, such fees shall belong to Kimball.
9. South Pittsburg shall be responsible for the operation and control of the lighting at the fields complex.
10. Use of the fields shall be limited to baseball or softball games or practices.
11. South Pittsburg shall be responsible for controlling the schedule of all of its games and practices.
12. South Pittsburg shall be responsible for the operation of the scoreboards during its use of the complex.
13. South Pittsburg shall provide proof of insurance coverage of its events held at the complex, in a form satisfactory to Kimball.
14. No coolers or ice chests shall be allowed at the complex unless same are medically necessary.
15. No games or practices shall be scheduled or held before noon on Sundays.
16. The Park Rules of the Town of Kimball, a copy of which is attached hereto as Exhibit "A", shall be observed at all times, and all zero-tolerance policies set forth therein are hereby incorporated herein by reference.
17. The parties shall exchange expense information related to their use of the complex in order to determine whether responsibilities of the parties need to be adjusted out of fairness to both parties.
18. The term of this Agreement shall be for a period of one (1) year from the date set forth in first paragraph above.
19. Either party hereto may terminate this Agreement by providing at least forty-five (45) days advance written notice of such termination.

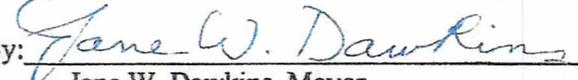
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year written above.

THE TOWN OF KIMBALL, TENNESSEE

By:   
David Jackson, Mayor

Approved by the Board of Mayor and Aldermen of the Town of Kimball on the 5<sup>th</sup> day of December, 2013.

THE CITY OF SOUTH PITTSBURG, TENNESSEE

By:   
Jane W. Dawkins, Mayor

Approved by the Board of Mayor and Commissioners of the City of South Pittsburg on the 10<sup>th</sup> day of December, 2013.