



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

Monday, November 19, 2012
4:30 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman John Clark
Alderman Valerie Joh
Alderman Mike McIntire

Vice Mayor Tom C. Parham
Alderman Tom Segelhorst
Alderman Jantry Shupe

Leadership Team

John G. Campbell, City Manager
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/CFO
Craig Dye, Fire Chief
Jeff Fleming, Asst. City Manager, Development Services

Chris McCart, Assistant to the City Manager
Ryan McReynolds, Public Works Director
Gale Osborne, Police Chief
Tim Whaley, Community and Gov't Relations Director

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Aquatic Center Update – Frank Brewer
5. Discuss Improvements to DB Stadium – Dr. Ailshie & Dr. Montgomery
6. Update on Marketing Proposals for Aquatic Center – Chris McCart
7. Legion Pool Presentation – Chris McCart
8. Review of Items on November 20, 2012 Regular Business Agenda
9. Adjourn

Citizens wishing to comment on agenda items, please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.



Work Session Tickler

November 19, 2012

Special Projects

Welcome Center

Michael Thompson November 14, 2012,

Charles Blalock & Sons, Inc. has completed the bridge. Work on the ramps on the east side of Interstate 26 is near completion, with only minor items remaining (i.e. guardrail and retaining wall parapet cap). On the west side, concrete work on the eastbound exit ramp is complete. The grading, base paving of the auxiliary lane between the Welcome Center and Rock Springs Road is complete and concrete work is near completion. General items ongoing include the placement of Welcome Center site concrete, sign foundations, light poles and guardrail. The contract currently has a completion date of November 12, 2012. The contract has been extended from October 28, 2012 due to overruns of quantities in major work items. The contractor estimates that the remaining work on the site will take 8 more weeks. The Welcome Center Building is under a separate contract and is under design by Hastings Architecture. WE have been told the Welcome Center building construction plans will be in a December letting, with completion estimated July 2013. Funding for this project was provided through the Appalachian Regional Commission in 2003. Tennessee Department of Transportation will maintain the facility and staffing will be provided by the Tennessee Department of Tourist Development

Quebecor Redevelopment Project John Campbell

November 15, 2012

Press, LLC (private rehabilitation of 200,000 sq. ft): Work on the East Tennessee Brain and Spine (7600 sq.ft. on the first floor) has started. Work on the 1200 sq.ft. Edward Jones space on the 3rd floor has started. The partners are working on some plans for a residential component on the 3rd floor. Demolition on the old restaurant will start in three weeks. All but one of the houses on Roller Street has been bought. The habitat house on Roller Street has been moved to another location. Also, the partners now own the old Funtastics restaurant and will demolish it soon. They will then turn it into a parking lot. Both of these projects are scheduled to be finished before Christmas.

Farmers Market

Chris McCartt

November 14, 2012

Work continues on the stairwell, elevator, interior doors and various electrical items within the Farmer's Market. Additionally the gas line has been installed and crews are continuing to work on various masonry items both inside and outside. Construction will be completed by Thanksgiving.

City Departments

Public Works

Gibson Mill Road Improvements Phase IV

Hank Clabaugh November 14, 2012

Thomas Construction Co., Inc. is the contractor.

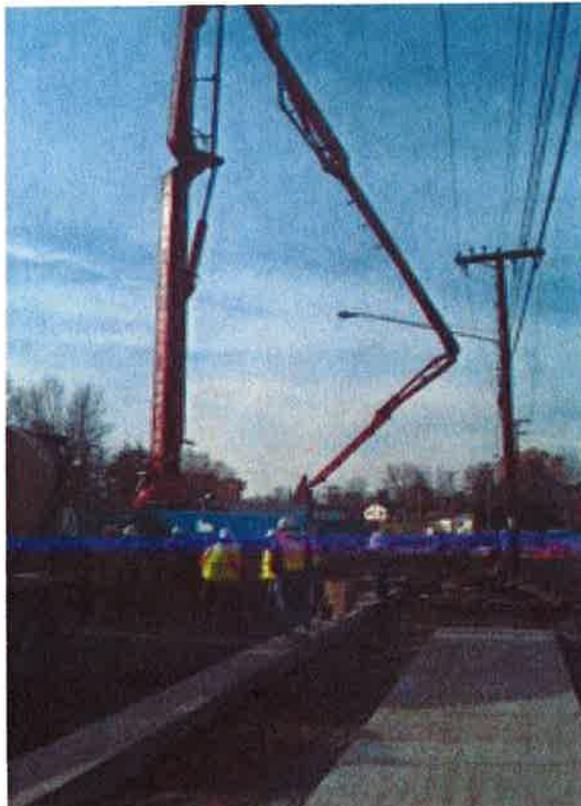
Construction on the portion of the project on Cassel Drive (between Broad Street and the Health South parking lot entrance) has been completed (curb, gutter, sanitary sewer, water, storm sewer, and asphalt binder) and was opened to traffic on Saturday November 3. Broad Street has been permanently closed.

The remaining sidewalk, asphalt surface topping, and cleanup/seeding for this portion will occur over the next several weeks.

Work on the bridge is ongoing and expected to be completed by December 20. The installation of the concrete bridge deck will be completed by November 15. The parapet walls and sidewalks, waterline crossing, etc. will be constructed between November 26 and December 20.

Completion of the work (final grading, storm sewer, curb and gutter, sidewalks, and paving) on Gibson Mill Road from Broad Street to the Watauga Road roundabout is ongoing and will be completed by December 23. The current location of this focused work is at the Broad Street/Gibson Mill Road intersection.

In order to focus on opening the Cassel Drive section between Dorothy Street and the Health South parking lot as soon as possible, the overall contract times were extended. The new completion date for the entire project is December 23.



Gibson Mill Phase IV



Gibson Mill Phase IV



**Cleek Road Improvements
Phase 2**

Hank Clabaugh

November 14, 2012

Design and permitting of this project are complete with construction anticipated to start in late December 2012. Bids for the project were opened on October 16, 2012. Baker's Construction Services was the low bidder on the project.

Phase 2 consists of completing an improved Cleek Road (including safety, stormwater, pedestrian mobility, and slope improvements) from the end of Phase 1 to a new connection point on Orebank Road. This new connection point will be in the vicinity of the intersection with Lamberth Street. Site distance improvements will also be made on Orebank Road. The entire project area is within City limits.

Fordtown Road Realignment

Michael Thompson

November 14, 2012

Summers-Taylor, Inc. has completed the foundations and both pier stems for all three bridge piers. Box culvert construction complete. Existing Fordtown Road has been closed to allow grading operations that are underway. Bridge work has restarted, with steel work on the pier stems underway. On the south side of the bridge the fill is to rough final elevation and the excavation for abutment 2 upcoming work. The grading operations are 75% complete. Sewer relocation work is complete. Storm sewer work is near completion. Waterline work is expected to begin before the end of the month. The contract completion date is July 31, 2013. Funding for this project is 80% Federal Surface Transportation funds received through the Kingsport Metropolitan Transportation Planning Organization and 20% City of Kingsport funds. This project is being managed by TDOT but will be a local facility once construction is completed. This project provides a 3-lane roadway with sidewalks from Exit 56 to existing Fordtown Road at the I-26 Bridge over Fordtown Road.

***Sullivan/Clinchfield
Intersection Improvements***

Michael Thompson

November 14, 2012

The start date was September 17, 2012. Initial work was the installation of underground utilities conduit by the contractor and this initial phase was completed November 12th. The utility companies were notified to begin work and will be installing underground service lines and removing overhead service lines. This project includes the widening of Sullivan Street to 3 lanes (10'-11'-10'), an 8' mobility path on the north side, 5' sidewalk on the south side, reconstruction and upgrade of the traffic signals at both Roller Street and Clinchfield Street and related improvements. Funding for this project is 100% local funds.

Rock Springs Road Phase 2

Tim Elsea

November 13, 2012

Design of this project is nearing 50% completion with construction anticipated to start in late Spring or early Summer 2013. A utility coordination meeting was held on Tuesday, November 13th, to set the stage for utility relocations that will be part of this project. AEP, Charter, and CenturyLink all have overhead utilities impacted by this project. City of Kingsport Water Department was also on hand with this project entailing water line upgrades.

Phase 2 consists of completing an improved Rock Springs Road (horizontal and vertical geometry, stormwater, pedestrian mobility, and water line upgrades). Phase 2 will begin where Phase 1 ended and continue to the intersection of Cox Hollow Road.

Leisure Services

Aquatic Center

Chris McCartt

November 13, 2012

Site work for the outdoor water park is underway. The play pool has been excavated and the Lazy River excavation will begin this week. The structure of the pool house is complete and the roof should be decked this week. The installation of piping for all of the interior pools is nearly complete and backfilling is underway. The mechanical, electrical and plumbing contractors continue with their above ceiling installations throughout the building. Painting of the exposed ceilings is underway. The exterior metal stud walls and exterior insulating foam system (EIFS) installation is complete and the installation of window frames continues as they are delivered. (See pictures next page.)

Aquatic Center – 10/23/12



Kingsport Aquatic Center & Greater Kingsport Family YMCA



Lynn View

Football field lighting - LPRF grant project: All the foundations for the light poles have been set. AEP will disconnect the old lighting systems and power will be transferred during the week of November 19th. The Lynn Garden Optimist Club football program has completed their season. Construction will continue through November.

Allandale

Amphitheater project: Work progresses and the staging area is being placed. Back walls for the amphitheater have been erected. See photo. The Friends of Allandale continue to seek additional funding for the project and are exploring various options.



Allandale Amphitheater



AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

Tuesday, November 6, 2012

Council Room – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman John Clark
Alderman Valerie Joh
Alderman Mike McIntire

Vice Mayor Tom C. Parham
Alderman Tom Segelhorst
Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager
J. Michael Billingsley, City Attorney
James Demming, City Recorder

- I. CALL TO ORDER**
- II.A PLEDGE OF ALLEGIANCE TO THE FLAG**
- II.B INVOCATION – Mitch Whisnant – Associate Minister – First Baptist Church**
- III. ROLL CALL**
- IV. RECOGNITIONS & PRESENTATIONS**
 1. Dr. Kathleen Beine – Archstone Foundation Award
- V. APPROVAL OF MINUTES**
 1. Regular Work Session 11/5/12
 2. Regular Business Meeting 11/6/12

I. COMMUNITY INTEREST ITEMS**AA. PUBLIC HEARINGS**

None

COMMENT

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

B. BUSINESS MATTERS REQUIRING FIRST READING

None

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of Ordinances to Annex/ Amend Zoning of the Colonial Heights Area 7 Part E Annexation (AF: 312-2012)
 - Annexation Ordinance – Second Reading
 - Zoning Ordinance – Second Reading

D. OTHER BUSINESS

1. Consideration of a Resolution to Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Operating Expenses for FY12-13 (AF: 329-2012)
 - Resolution
2. Consideration of Resolution Approving Renewal of the Workers' Compensation Reinsurance with Safety National Casualty Corporation (AF: 331-2012)
 - Resolution
3. Consideration of a Resolution Authorizing Renewal of Stop Loss Reinsurance with HCC Life Insurance Company for the Self-Funded Health Insurance (AF: 332-2012)
 - Resolution
4. Consideration of a Resolution Approving an Agreement with Travelers Insurance through BB&T-KDC Insurance Services, Inc. for Property Insurance (AF: 333-2012)
 - Resolution
5. Consideration of a Resolution Authorizing the Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase 2 Sections 1, 2B, & 2C (AF: 334-2012)
 - Resolution
6. Consideration of a Resolution Approving a Lease with The First Tennessee Area Agency on Aging and Disability (AF: 335-2012)
 - Resolution

7. Consideration of recommendation from the Kingsport Higher Education Commission to approve a Resolution Authorizing the Mayor to Sign a document for approval for Northeast State Community College to execute a use of facilities application with East Tennessee State University to sublease 3 classrooms at the Regional Center for Applied Technology for purposes of offering classes during the spring 2013 semester (AF: 330-2012)
 - Resolution
8. Consideration of a Resolution to Amend Two Contracts for Work Conducted as Part of Phase II of the Kingsport Farmer's Market Project (AF:338-2012)
 - Resolution
9. Consideration of a Resolution Authorizing the Mayor to Accept a Modular Classroom Unit as a Donation From Sullivan County (AF: 339-2012)
 - Resolution

E. APPOINTMENTS

1. Consideration of an Appointment to the Parks and Recreation Advisory Committee (AF: 336-2012)
 - Appointment

VII. CONSENT AGENDA

1. Consideration of a Budget Ordinance Regarding GP1300 Cleek Road Improvements Phase II (AF:319-2012)
 - Ordinance – Second Reading
2. Consideration of an Ordinance Amending the Kingsport Code of Ordinances Sections 38-85 through 38-350 Pertaining to Stormwater Management (AF: 316-2012)
 - Ordinance – Second Reading
3. Consideration of a Budget Ordinance to appropriate \$8,246.00 from the Department of Justice, Office of Justice Programs, Bulletproof Vest Partnership, Body Armor Safety Initiative (AF: 97-2012)
 - Ordinance – Second Reading
4. Consideration of an Ordinance Approving the Conveyance of Real Property in Exchange for Real Property for a Sewer Pump Station Site and Authorizing the Mayor to Execute the Appropriate Documents (AF: 324-2012)
 - Ordinance – Second Reading
5. Consideration of an Ordinance to Amend Various Project Funds (AF:323-2012)
 - Ordinance – Second Reading
6. Consideration of Approval for Additional Holiday Time at Christmas for City Employees (AF: 337-2012)
 - Approve Holiday

COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors

Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non- personal in nature, and they should be limited to five minutes.

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, November 5, 2012, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Alderman John Clark

Alderman Valerie Joh

Alderman Mike McIntire

Vice-Mayor Tom C. Parham

Alderman Tom Segelhorst

Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.

2. **ROLL CALL:** By City Recorder Demming.

3. **WORK SESSION TICKLER.** Assistant to the City Manager Chris McCartt gave a progress report on the Farmers Market, noting that work on the elevator is one of the last elements and it is ongoing. There is no air conditioning yet, but the use of fans has worked well thus far. He also discussed the recent rentals of the facility as well as what is expected in the future, noting there is the capacity to handle more. It was pointed out that a recent event did not use the restrooms on-site but rather portable toilets. Food City complained that many people came into the store just for the use of their restrooms. Mr. McCartt stated it was the option of the renter whether or not to use the restrooms.

Public Works Director Ryan McReynolds provided information on the Cleek Road project, noting the work should start in December. He also gave an update on the paving in front of Holston Florist. Mr. McCartt discussed Allendale, pointing out it was a project of the Friends of Allendale and they are currently seeking additional funding.

Alderman Segelhorst asked to discuss the winery even though it is not on the tickler. He stated the temporary golf maintenance building was supposed to be gone by August and it is still there and is affecting business at the winery. Some discussion followed. Mayor Phillips asked the city attorney to draw up papers to have them out as of January first.

4. **CAROUSEL DISCUSSION.** Mr. Chris McCartt gave a presentation on this item, noting the charge of the special committee was to provide the BMA with the best possible location for the carousel. He highlighted the sites that were evaluated along with the criteria considered for each site. The final recommendation to the Board was to acquire an adjacent lot from Food City at the Farmers Market site and expand the green space there. He estimated the initial cost to be around \$300,000, noting there was a grant available. The Board members supported this recommendation, agreeing this was a great decision based on the money available and the timing in keeping the momentum for this project going.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, November 5, 2012

5. ROLLER STREET PROPERTY. Mayor Phillips commented his son recently built a set of apartments on Roller Street and would potentially be interested should any property become available in that area. The Mayor also noted he would the only way he would be able to purchase property was through a public auction. He then stated this item was on the agenda because there was an article in the paper stating the Housing Authority was looking at this property and questioned the reason why.

City Manager Campbell then gave a presentation on this item and provided details on the property in question and the possible uses for it. There was considerable discussion.

6. BORDERS PROPERTY UPDATE. City Manager Campbell provided a brief update on this item, noting the Kingsport Economic Development Board is moving forward.

7. ALL CITY-OWNED PROPERTIES UPDATE. Planning Manager Tully gave details on this item and provided the Board with a list of every property that is owned by the city. She noted there were many caveats and details that are keeping many of these properties off the tax rolls. She then provided examples and answered questions from the Board. The Mayor asked the Board to look at this list over the next two or three weeks. He requested to then have a special-called meeting in Ms. Tully's office to answer additional questions and explain in detail the issues that may be present for specific properties.

8. DISCUSSION OF CITY LOBBYIST. Mayor Phillips pointed out that Kingsport has never been strongly connected politically. He asked the Board to allow the city manager to do some research and make a proposal to obtain a lobbyist. He stated he has spoken with another mayor who strongly recommends this option, noting it was the best money their city ever spent. Vice-Mayor Parham pointed out three needs: a presence in Nashville, monitoring of bills and attention to special projects. There was considerable discussion.

9. REVIEW OF AGENDA ITEMS ON THE NOVEMBER 6, 2012 REGULAR BUSINESS MEETING AGENDA. City Manager Campbell, members of staff and community members provided a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.AA.1 Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Colonial Heights Area 7 Part E Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 312-2012). City Planner Ken Weems presented this item, noting this portion would connect all of the previous annexations in the area. He stated a public meeting was held on October fourth and pointed out a petition has been presented in opposition to this annexation. It has been signed by two thirds of these citizens. He further stated that two citizens spoke against this annexation at the Planning Commission meeting; however the planning commission still approved staff's recommendation unanimously.

VI.B.2 Consideration of an Ordinance Amending the Kingsport Code of Ordinances Sections 38-85 through 38-350 Pertaining to Stormwater Management (AF: 316-2012). Public Works Director Ryan McReynolds gave details on this item.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, November 5, 2012

VI.B.4 Consideration of an Ordinance Approving the Conveyance of Real Property in Exchange for Real Property for a Sewer Pump Station Site and Authorizing the Mayor to Execute the Appropriate Documents (AF: 324-2012). City Manager Campbell stated the city would be swapping a portion of this parcel with the property owner that was a previous water tank site. Mr. McReynolds gave further information, noting the new pump station was part of the plan of services for this area along Westfield Drive.

VI.D.3 Consideration of a Resolution Authorizing the Mayor to Execute All Necessary and Proper Documents to Renew the Agreement with United Healthcare for Medicare Advantage Insurance (AF: 315-2012). City Attorney Billingsley provided details on this item and answered questions from the Board.

VI.D.5 Consideration of a Resolution Awarding the Bid for the Purchase of Rental Uniform Services to Coyne Textile Services (AF: 320-2012). Alderman Segelhorst questioned if the employees had to buy their own uniforms. Procurement Manager Sandy Crawford stated no, the city pays for the rental agreement. She then listed the various city departments that require employees to wear a uniform.

VI.D.7 Consideration of a Resolution Authorizing the Issuance of a Purchase Order to Apple, Inc. for the Purchase of iPads and Associated Equipment for John Sevier Middle School (AF: 321-2012). Alderman Segelhorst questioned why the schools needed both Apple products as well as Dell products [as requested in Item VI.D.1] for different schools. John Payne gave an explanation on the reasons for this decision.

VII.6 Consideration of Approval of Offers for Easements and Right-of-Ways for Rock Springs Sanitary Sewer Expansion Project – Hidden Acres and Peppertree Area (AF: 309-2012). Public Works Director Ryan McReynolds stated this is about half of the easements that will be needed for this project and that staff is currently working on the other half.

BOARD COMMENT. None.

PUBLIC COMMENT. Ms. Jeannie Bourne commented on the rising problem of human trafficking, noting she wanted the Board to be aware of this issue.

10. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, November 6, 2012, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman John Clark

Alderman Valerie Joh

Alderman Mike McIntire

Vice-Mayor Tom C. Parham

Alderman Tom Segelhorst

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mr. Reedy Toney.
- II.B. **INVOCATION:** Thomas Legg, Pastor – First Church of the Nazarene.
- III. **ROLL CALL:** By City Recorder Demming. Absent: Alderman Jantry Shupe.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
 1. Update on NESCC – Ms. Heather Cook gave the Board information on the progress of fundraising and scholarships at Northeast State Community College. She pointed out the college has the highest graduation and retention rates in the state of Tennessee.
- V. **APPROVAL OF MINUTES.**

Motion/Second: Clark/McIntire, to approve minutes for the following meetings:

A. October 15, 2012 Regular Work Session

B. October 16, 2012 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.**

1. **Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Colonial Heights Area 7 Part E Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 312-2012).** City Planner Ken Weems gave a brief presentation on this item, noting the majority of the kids are staying in the county schools – especially at the higher grade levels.

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of the City of Kingsport, Tennessee, Tuesday, November 6, 2012**

PUBLIC COMMENT ON ITEM VI.AA.1. Mr. James Brotherton of Kingsport spoke in opposition of this annexation.

Motion/Second: McIntire/Joh, to pass:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE COLONIAL HEIGHTS AREA 7 PART E ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

Motion/Second: McIntire/Segelhorst, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG LEBANON ROAD, CHESTERFIELD DRIVE, WYNFIELD COURT, ABBEY ROAD, KENDRICK CREEK ROAD, BARRINGTON COURT, AND WESTMINSTER PLACE TO R-1B, RESIDENTIAL DISTRICT AND A-1, AGRICULTURAL DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2013-069, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE COLONIAL HEIGHTS AREA 7 PART E ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

A. PUBLIC COMMENT. Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Consideration of a Budget Ordinance Regarding GP1300 Cleek Road Improvements Phase II and a Resolution Awarding the Bid for the Cleek Road Improvements Phase II Project to Bakers Construction Services and Authorize the Mayor to Sign All Applicable Documents (AF: 319-2012). City Manager Campbell pointed out this was a long awaited project and noted the bids that were received were good.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 6, 2012**

Motion/Second: Parham/McIntire, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE CLEEK ROAD IMPROVEMENTS PROJECT FOR CONSTRUCTION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

Motion/Second: Joh/McIntire, to pass:

Resolution No. 2013-070, A RESOLUTION AWARDING THE BID FOR CLEEK ROAD IMPROVEMENTS PHASE II TO BAKER CONSTRUCTION SERVICES, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. Consideration of an Ordinance Amending the Kingsport Code of Ordinances Sections 38-85 through 38-350 Pertaining to Stormwater Management (AF: 316-2012). City Manager Campbell stated these are required changes from TDEC [Tennessee Department of Environment and Conservation] and the EPA [Environmental Protection Agency]. Mayor Phillips questioned what would affect the public the most. Public Works Director Ryan McReynolds provided details, noting this provides clarity to the enforcement plan. Mr. McReynolds further stated this does not affect the average homeowner, but would have an impact on developers.

Motion/Second: McIntire/Clark, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTIONS 38-85 THROUGH 38-350 PERTAINING TO THE PROVISION OF STORMWATER MANAGEMENT FOR THE CITY OF KINGSPORT; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

3. Consideration of a Budget Ordinance to Appropriate \$8,246,000 from the Department of Justice, Office of Justice Programs, Bulletproof Vest Partnership, Body Armor Safety Initiative (AF: 97-2012). City Manager Campbell noted this would provide sixteen bulletproof vests to the police department.

Motion/Second: Segelhorst/Parham, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

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of the City of Kingsport, Tennessee, Tuesday, November 6, 2012**

4. Consideration of an Ordinance Approving the Conveyance of Real Property in Exchange for Real Property for a Sewer Pump Station Site and Authorizing the Mayor to Execute the Appropriate Documents (AF: 324-2012).

Motion/Second: Joh/Clark, to pass:

AN ORDINANCE MAKING VARIOUS FINDINGS; APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY FORMERLY USED AS A SITE FOR A WATER TANK IN EXCHANGE FOR PROPERTY FOR A SEWER PUMP STATION SITE; VACATING AN EASEMENT FOR EGRESS/INGRESS TO THE FORMER WATER TANK SITE; AUTHORIZING THE MAYOR TO EXECUTE QUITCLAIM DEEDS CONVEYING THE PROPERTY AND VACATING SUCH EASEMENT TO THE PROPERTY AND ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS ORDINANCE; AND ACCEPTING THE PROPERTY CONVEYED TO THE CITY FOR THE PUMP STATION SITE

Passed on first reading: All present voting "aye."

5. Consideration of an Ordinance to Amend Various Project Funds (AF: 323-2012).

Motion/Second: Parham/Joh, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT AND GENERAL PROJECT-SPECIAL REVENUE FUND BUDGETS BY TRANSFERRING FUNDS FROM VARIOUS PROJECTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of Ordinances to Annex/Amend Zoning of the Colonial Heights Area 7 Part C Annexation (AF: 289-2012).

Motion/Second: McIntire/Joh, to pass:

ORDINANCE NO. 6254, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE COLONIAL HEIGHTS AREA 7 PART C ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting "aye."

Motion/Second: McIntire/Joh, to pass:

ORDINANCE NO. 6255, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG HEATHERVIEW COURT, BELLE FOREST COURT, OAKMONT DRIVE, DEER RIDGE COURT, DEERWOOD LANE, CORALWOOD DRIVE, CEDAR CREST DRIVE, AND QUAIL POINT TO R-1B,

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of the City of Kingsport, Tennessee, Tuesday, November 6, 2012**

RESIDENTIAL DISTRICT, IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting "aye."

2. Consideration of Ordinances to Annex/Amend Zoning of the Colonial Heights Area 7 Part D Annexation (AF: 290-2012).

Motion/Second: McIntire/Joh, to pass:

ORDINANCE NO. 6256, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE COLONIAL HEIGHTS AREA 7 PART D ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting "aye."

Motion/Second: McIntire/Joh, to pass:

ORDINANCE NO. 6257, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG MORNING DOVE DRIVE, MEADOW LANE, SANDPIPER CIRCLE, AND CENTERBROOK CIRCLE TO R-1B, RESIDENTIAL DISTRICT, IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting "aye."

3. Consideration of an Ordinance Vacating the Right-of-Way for Kendrick's Creek Road South (AF: 291-2012).

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6258, AN ORDINANCE TO VACATE THE PUBLIC RIGHT-OF-WAY APPROXIMATELY 30 FEET IN WIDTH AND APPROXIMATELY 1,943 FEET IN LENGTH LYING BETWEEN PARCELS 1.00, 1.10, AND 1.20 AS SHOWN ON TAX MAP 120 SITUATED IN KINGSFORT, TENNESSEE, FOURTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting "aye."

4. Consideration of an Ordinance to Amend Zoning of Parcel 31 on Tax Map 92N, Group B Located Along Fort Henry Drive and Tall Oak Court from R-1B Zoning to P-1 Zoning (AF: 305-2012).

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of the City of Kingsport, Tennessee, Tuesday, November 6, 2012**

Motion/Second: McIntire/Joh, to pass:

ORDINANCE NO. 6259, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ALONG FORT HENRY DRIVE AND TALL OAK COURT FROM R-1B, RESIDENTIAL DISTRICT, TO P-1, PROFESSIONAL OFFICES DISTRICT, IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting "aye."

D. OTHER BUSINESS.

1. Consideration of a Resolution Authorizing the Issuance of a Purchase Order to Personal Computer Systems, Inc. for the Purchase of Equipment to Provide a Wireless Network in Ten (10) Schools Within Kingsport City Schools (AF: 311-2012).

Motion/Second: Segelhorst/Joh, to pass:

Resolution No. 2013-071, A RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT FROM PERSONAL COMPUTER SYSTEMS, INC. FOR A WIRELESS NETWORK AT CERTAIN SCHOOLS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

2. Consideration of a Resolution Authorizing the Mayor to Execute an Interlocal Cooperation Agreement with the Emergency Communications District of the City (AF: 313-2012).

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2013-072, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT AND THE CITY OF KINGSPORT AND RATIFYING ALL ACTS FROM JULY 1, 2012 CONSISTENT WITH THE AGREEMENT

Passed: All present voting "aye."

3. Consideration of a Resolution Authorizing the Mayor to Execute All Necessary and Proper Documents to Renew the Agreement with United Healthcare for Medicare Advantage Insurance (AF: 315-2012). City Manager Campbell noted this support for retirees was of no cost to the city. City Attorney Billingsley clarified for Alderman Segelhorst this was a supplement and not a replacement plan. Alderman Joh asked about the current problems between United Healthcare and Holston Medical Group. Mr. Segelhorst noted it was still under negotiations.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 6, 2012**

Motion/Second: Parham/Clark, to pass:

Resolution No. 2013-073, A RESOLUTION RENEWING THE AGREEMENT WITH UNITED HEALTHCARE FOR MEDICARE REPLACEMENT INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE AND SIGN ALL APPLICABLE DOCUMENTS

Passed: All present voting "aye."

4. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply for and Receive Section 5307 Federal Transit Administration Grant from the U.S. Department of Transportation (AF: 314-2012).

Motion/Second: Parham/Joh, to pass:

Resolution No. 2013-074, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR FISCAL YEAR 2012-2013

Passed: All present voting "aye."

5. Consideration of a Resolution Awarding the Bid for the Purchase of Rental Uniform Services to Coyne Textile Services (AF: 320-2012).

Motion/Second: Segelhorst/Joh, to pass:

Resolution No. 2013-075, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF RENTAL UNIFORMS SERVICES TO COYNE TEXTILE SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

6. Consideration of a Resolution Accepting a 2-Year Contract with the Tennessee Department of Transportation for Federal and State Transportation Planning Funds on Behalf of the Kingsport MPO and Allowing the Mayor to Sign All Related Documents (AF: 310-2012).

Motion/Second: Parham/McIntire, to pass:

Resolution No. 2013-076, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT CONTRACT BETWEEN THE CITY OF KINGSFORT AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5303 PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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7. Consideration of a Resolution Authorizing the Issuance of a Purchase Order to Apple, Inc. for the Purchase of iPads and Associated Equipment for John Sevier Middle School (AF: 321-2012).

Motion/Second: Segelhorst/McIntire, to pass:

Resolution No. 2013-077, A RESOLUTION APPROVING THE PURCHASE OF IPADS AND ASSOCIATED EQUIPMENT FROM APPLE, INC. FOR USE AT JOHN SEVIER MIDDLE SCHOOL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

8. Consideration of a Resolution to Authorize the Rejection of All Bids Submitted for the Safe Routes to School (SRTS) Project for Roosevelt and Kennedy Elementary Schools (AF: 318-2012). City Manager Campbell gave information on this item, noting this is the second time the bids have been rejected. He pointed out the city is guided by state mandates regarding certain bidders. He further stated the city is not allowed to use city employees for the project. He commented this grant was awarded four years ago and it is still an ongoing project. Public Works Director Ryan McReynolds provided further details, stating the scope of the plan has been reduced to fit the budget and the project should be able to move forward now.

Motion/Second: Parham/Joh, to pass:

Resolution No. 2013-078, A RESOLUTION REJECTING ALL BIDS RELATED TO THE SAFE ROUTES TO SCHOOL PROJECT FOR ROOSEVELT AND KENNEDY ELEMENTARY SCHOOLS

Passed: All present voting "aye."

9. Consideration of a Resolution Amending Resolution No. 2008-134 Pertaining to the Enforcement Response Plan for the City for Stormwater Management (AF: 317-2012). Public Works Director Ryan McReynolds discussed this item, noting these changes provide clarity to where people stand in the enforcement process. He also stated that developers would not be penalized for purely administrative issues.

Motion/Second: McIntire/Joh, to pass:

Resolution No. 2013-079, A RESOLUTION AMENDING RESOLUTION NO. 2008-134 OF THE CITY OF KINGSPORT PERTAINING TO AN ENFORCEMENT RESPONSE PLAN FOR THE STORMWATER MANAGEMENT ORDINANCE

Passed: All present voting "aye."

10. Consideration of a Resolution Authorizing the Issuance of a Purchase Order to Dell, Inc. for the Purchase of Personal Computers for Abraham Lincoln Elementary School (AF: 322-2012). Alderman Segelhorst noted that Mr. John Payne explained at the work session yesterday the reasons behind getting both Apple products and Dell computers. Alderman Clark pointed out it was all within their budget.

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of the City of Kingsport, Tennessee, Tuesday, November 6, 2012**

Motion/Second: Segelhorst/Joh, to pass:

Resolution No. 2013-080, A RESOLUTION APPROVING THE PURCHASE OF PERSONAL COMPUTERS AND ASSOCIATED EQUIPMENT FROM DELL, INC. FOR USE AT ABRAHAM LINCOLN ELEMENTARY SCHOOL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. .

Appointments/Reappointments are considered under one motion.

Motion/Second: Segelhorst/Clark, to approve:

1. Consideration to Correct the Term of Appointment to the Regional Planning Commission (AF: 325-2012).

Approve:

DUE TO A TYPOGRAPHICAL ERROR ON AF: 307-2012, MR. MARK SELBY WAS APPOINTED TO A THREE-YEAR TERM ON THE **REGIONAL PLANNING COMMISSION**. THE TERM SHOULD HAVE BEEN A FOUR-YEAR TERM. THE TERM IS EFFECTIVE NOW AND WILL EXPIRE ON AUGUST 30, 2016 IF APPROVED.

Passed: All present voting "aye."

2. Consideration of an Appointment to the Gateway Review Commission (AF: 326-2012).

Approve:

APPOINTMENT OF MS. HEATHER COOK TO SERVE A THREE-YEAR TERM ON THE **GATEWAY REVIEW COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING AUGUST 30, 2015.

Passed: All present voting "aye."

3. Consideration of a Reappointment and Appointment to the 911 Board of Directors (AF: 327-2012).

Approve:

REAPPOINTMENT OF MR. JIM KEESLING AND APPOINTMENT OF MS. MARY MARGARET DENTON TO SERVE FOUR-YEAR TERMS ON THE **911 BOARD OF DIRECTORS** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2016.

Passed: All present voting "aye."

4. Consideration of an Appointment to the Beverage Board (AF: 328-2012).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 6, 2012**

Approve:

APPOINTMENT OF MS. SUSIE HALE TO SERVE A THREE-YEAR TERM ON THE **BEVERAGE BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2015.

Passed: All present voting "aye."

VII. CONSENT AGENDA. (Items 1-5 were considered under one motion.)

NOTE: Mr. James Brotherton asked that Item 6 be pulled for further discussion.

Motion/Second: Joh/Parham, to adopt:

1. Consideration of a Budget Ordinance to Appropriate \$6,300.00 from the Department of Justice, Office of Justice Programs, Bulletproof Vest Partnership, Body Armor Safety Initiative (AF: 301-2012).

Adopt:

Ordinance No. 6260, AN ORDINANCE TO AMEND THE GENERAL PROJECTS–SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting "aye."

2. Consideration of an Ordinance Accepting an Amended Contract with the Tennessee Department of Transportation for Federal "Roadscapes" Grant Funds (AF: 268-2012).

Adopt:

Ordinance No. 6261, AN ORDINANCE TO AMEND THE METROPOLITAN PLANNING BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting "aye."

3. Consideration of a Budget Ordinance to Appropriate Federal Enhancement Grant Funds for Extension of the Greenbelt (Rotherwood Section) (AF: 73-2012).

Adopt:

Ordinance No. 6262, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE FEDERAL HIGHWAY ADMINISTRATION TO EXTEND THE GREENBELT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, November 6, 2012

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting “aye.”

4. Consideration of an Ordinance to Transfer Funds from Various Public Works Projects (AF: 306-2012).

Adopt:

Ordinance No. 6263, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS FROM VARIOUS PUBLIC WORKS PROJECTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting “aye.”

5. Consideration of a Budget Ordinance Appropriating Funds Received from an Assistance Firefighters Grant through the United States Fire Administration of the Federal Emergency Management Administration Division of the Department of Homeland Security (AF: 304-2012).

Adopt:

Ordinance No. 6264, AN ORDINANCE TO AMEND THE GENERAL PROJECT – SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM AN ASSISTANCE FIREFIGHTER GRANT FOR THE YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting “aye.”

6. Consideration of Approval of Offers for Easements and Right-of-Ways for Rock Springs Sanitary Sewer Expansion Project – Hidden Acres and Peppertree Area (AF: 309-2012). City Manager Campbell provided details, explaining this was the first of two major accumulations of right-of-ways for this sewer project.

Motion/Second: McIntire/Parham, to approve:

OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY FOR THE ROCK SPRINGS SANITARY SEWER EXPANSION PROJECT – HIDDEN ACRES AND PEPPERTREE AREA

Passed in a roll call vote: Clark, Joh, McIntire, Parham, Segelhorst and Phillips voting “aye.”

VIII. COMMUNICATIONS.

A. CITY MANAGER. None.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, November 6, 2012

B. MAYOR AND BOARD MEMBERS. Alderman Clark pointed out Dobyms-Bennett High School had received high marks with the state report card, along with other Sullivan County schools. He stated the football team was still undefeated and going to the play-offs. Mr. Clark also commented on the power of marketing and sales, noting the increased ridership with KATS.

Alderman McIntire commented on the recent recognition of fifteen percent of city employees. He stated that over one hundred employees received ten, fifteen, twenty and twenty-five years of service milestones.

Alderman Joh congratulated the parents who support kids that participate in extra-curricular activities.

Alderman Segelhorst complimented the presentation the Board received earlier regarding Northeast State. He also thanked East Tennessee State University for committing to Kingsport earlier today.

Vice-Mayor Parham commended the citizens and the staff who serve them.

Mayor Phillips commented on the value of our public education system, noting that people in Miami, Florida pay \$16,700 for their children to attend high school. He then read two letters he had received commending specific city employees for their interaction in each situation.

C. VISITORS. Mr. James Brotherton verified that Item VI.C.4 only referred to one lot.

Ms. Barbara Brown stated she would like to see the work sessions televised in addition to the regular business meetings. She also commended Terry Cunningham of the Housing Authority.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:30 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Consideration of Ordinances to Annex/ Amend Zoning of the Colonial Heights Area 7 Part E Annexation

TO: Board of Mayor and Aldermen
FROM: John G. Campbell, City Manager

Action Form No.: AF: 312-2012
Work Session: November 5, 2012
First Reading: November 6, 2012
Final Adoption: November 20, 2012
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Approve ordinance for the Colonial Heights Area 7 Part E annexation
Approve ordinance amending the zoning ordinance for the Colonial Heights Area 7 Part E annexation

Executive Summary:

This is the Colonial Heights Area 7 Part E annexation of approximately 48 acres/ 65 parcels located west of Lebanon Road in Colonial Heights, with an approximate population of 138 residents (including 28 children currently attending county schools). The current county zoning of the area is R-1 (Low Density District). The proposed city zoning for the area is R-1B (Residential District) and A-1 (Agricultural District). During their October 2012 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. Both City water and sanitary sewer require an upgrade in the annexation area. A petition against this annexation, containing signatures from 39 separate homes, was received by the Planning Office on 15 October 2012 (included in this packet). Although the petition contains many signatures (slightly less than 2/3 of the homes in the annexation area), only 4 residents from the annexation area attended the Planning Commission meeting, and only 2 of those spoke in opposition to the annexation. The 2 residents that spoke against the annexation during the Planning Commission meeting did not display their opposition with an aggressive posture. The annexation public meeting for this area was held on October 4, 2012. The Notice of Public Hearing was published on October 22, 2012.

Attachments:

- 1. Notice of Public Hearing
2. Annexation Ordinance
3. Zoning Ordinance
4. Resolution
5. Staff Report
6. Petition From Neighborhood
7. Maps

Funding source appropriate and funds are available: _____

Table with 3 columns: Y, N, O and 7 rows of names: Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the Colonial Heights Area 7 Part E Annexation and Consideration of a Resolution Adopting the Plan of Services

TO: Board of Mayor and Aldermen
 FROM: John G. Campbell, City Manager

Action Form No.: AF: 312-2012
 Work Session: November 5, 2012
 First Reading: November 6, 2012
 Final Adoption: November 20, 2012
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance for the Colonial Heights Area 7 Part E annexation
- Approve ordinance amending the zoning ordinance for the Colonial Heights Area 7 Part E annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is the Colonial Heights Area 7 Part E annexation of approximately 48 acres/ 65 parcels located west of Lebanon Road in Colonial Heights, with an approximate population of 138 residents (including 28 children currently attending county schools). The current county zoning of the area is R-1 (Low Density District). The proposed city zoning for the area is R-1B (Residential District) and A-1 (Agricultural District). During their October 2012 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. Both City water and sanitary sewer require an upgrade in the annexation area. A petition against this annexation, containing signatures from 39 separate homes, was received by the Planning Office on 15 October 2012 (included in this packet). Although the petition contains many signatures (slightly less than 2/3 of the homes in the annexation area), only 4 residents from the annexation area attended the Planning Commission meeting, and only 2 of those spoke in opposition to the annexation. The 2 residents that spoke against the annexation during the Planning Commission meeting did not display their opposition with an aggressive posture. The annexation public meeting for this area was held on October 4, 2012. The Notice of Public Hearing was published on October 22, 2012.

Attachments:

1. Notice of Public Hearing
2. Annexation Ordinance
3. Zoning Ordinance
4. Resolution
5. Staff Report
6. Petition From Neighborhood
7. Maps

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, November 6, 2012, to consider the annexation, zoning, and plan of services for the Colonial Heights Area 7 Part E annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the northern corner of parcel 35, Tax Map 106G; thence in a southeasterly direction, approximately 259 feet to a point, said point being the southern corner of parcel 1.30; thence in a northeasterly direction, approximately 2,390 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, approximately 358 feet to a point, said point being the western corner of parcel 2; thence in a northeasterly direction, approximately 890 feet to a point, said point being the northern corner of parcel 12 in common with the western right-of-way of Lebanon Road; thence in a northeasterly direction, following the western right-of-way of Lebanon Road, approximately 960 feet to a point, said point lying on the parcel boundary of parcel 42.10; thence in a northeasterly direction, crossing the right-of-way of Lebanon Road and following the northern right-of-way of Altamont Drive, approximately 150 feet to a point, said point lying on the boundary of parcel 37; thence in a southeasterly direction, crossing the right-of-way of Altamont Drive, approximately 50 feet to a point, said point being the northern corner of parcel 3 in common with the southern right-of-way of Altamont Drive; thence in a southwesterly direction, following the southern right-of-way of Altamont Drive, approximately 123 feet to a point, said point being the intersection of the southern right-of-way of Altamont Drive and the eastern right-of-way of Lebanon Road; thence in a southwesterly direction, following the eastern right-of-way of Lebanon Road, approximately 1,050 feet to a point, said point being the southern corner of parcel 2 in common with the northwestern right-of-way of Interstate 81; thence in a southwesterly direction, following the northwestern right-of-way of Interstate 81 and the eastern right-of-way of Interstate 26, approximately 6,050 feet to a point, said point being the eastern corner of parcel 14; thence in a northwesterly direction, approximately 160 feet to a point, said point lying in the right-of-way of Arlington Court, approximately 10 feet northwest of the northern corner of parcel 14; thence in a westerly direction, in an arc, approximately 45 feet; thence in a southerly direction, approximately 170 feet to a point, said point lying 10 feet north of Interstate 81 right-of-way and on the parcel boundary of parcel 14; thence in a southwesterly direction, following the northern right-of-way of Interstate 81 and crossing the right-of-way of Kendrick Creek Road, approximately 5,430 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, following the western right-of-way of Summerville Road, approximately 10 feet to a point, said point lying on the boundary of parcel 16; thence in a southeasterly direction, following approximately 10 feet northeast of the eastern right-of-way of Interstate 26 and crossing the right-of-way of Kendrick Creek Road, approximately 5,430 feet to a point, said point lying on the boundary of parcel 14, approximately 10 feet north of Interstate 81 right-of-way; thence in a northerly direction, crossing into the right-of-way of Arlington Court, approximately 170 feet to a point, said point lying in the right-of-way of Arlington Court; thence in a westerly direction, in an arc, approximately 45 feet to a point, said point lying in the right-of-way of Arlington Court, approximately 10 feet north of the northern corner of parcel 14; thence in a southeasterly direction, approximately 160 feet to a point, said point lying on the boundary of parcel 14, approximately 10 feet north of the right-of-way of Interstate 81; thence in a northeasterly direction, approximately 1,980 feet to a point, said point lying on the boundary of parcel 46; thence in a northwesterly direction, approximately 650 feet to a point, said point being the northern corner of parcel 49; thence in a northeasterly direction, approximately 12 feet to a point, said point being the western corner of parcel 35; thence in a northerly direction, approximately 322 feet to a point, said point being the western corner of parcel 83.10; thence in

a northeasterly direction, approximately 210 feet to the point of BEGINNING, and being all of parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, and 66, as well as portions of parcels 46, 45, 44, 43, 42, 41, 40, 29, 28, 21, 20, 15, 13, 13.10, 5.10, 5.09, 5.07, 5.06, 5.05, 2.67, 2.66, 2.65, 2.59, 2.58, 2.57, 2.51, 2.50, 2.49, 2.44, 2.43, 2.42, 2.40, 2.39, 2.38, 193, and 194, as well as the streets of Altamont Drive, approximately 100 feet in length, Lebanon Road, approximately 1,100 feet in length, Chesterfield Drive, approximately 3,100 feet in length, Winfield Court, approximately 770 feet in length, Abbey Road, approximately 290 feet in length, Barrington Court, approximately 240 feet in length, Westminster Place, approximately 180 feet in length, as well as portions of the right-of-way of Arlington Court, approximately 45 feet in length, Kendrick Creek Road, approximately 110 feet in length, and Summerville Road, approximately 1,080 feet in length, Tax Maps 106C, 106B, 106G, 106J, 106I, 106P, 105M, and 105L as shown on the April 2011 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
James H. Demming, City Recorder
P1T: 10/22/12

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE COLONIAL HEIGHTS AREA 7 PART E ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 6th day of November, 2012, and notice thereof published in the Kingsport Times-News on the 22nd day of October, 2012; and

WHEREAS, the Board of Mayor and Aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, a plan of services for this area was adopted by Resolution on the 6th day of November, 2012 as required by Tenn. Code Ann., 6-51-102, et seq.

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 14 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northern corner of parcel 35, Tax Map 106G; thence in a southeasterly direction, approximately 259 feet to a point, said point being the southern corner of parcel 1.30; thence in a northeasterly direction, approximately 2,390 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, approximately 358 feet to a point, said point being the western corner of parcel 2; thence in a northeasterly direction, approximately 890 feet to a point, said point being the northern corner of parcel 12 in common with the western right-of-way of Lebanon Road; thence in a northeasterly direction, following the western right-of-way of Lebanon Road, approximately 960 feet to a point, said point lying on the parcel boundary of parcel 42.10; thence in a northeasterly direction, crossing the right-of-way of Lebanon Road and following the northern

right-of-way of Altamont Drive, approximately 150 feet to a point, said point lying on the boundary of parcel 37; thence in a southeasterly direction, crossing the right-of-way of Altamont Drive, approximately 50 feet to a point, said point being the northern corner of parcel 3 in common with the southern right-of-way of Altamont Drive; thence in a southwesterly direction, following the southern right-of-way of Altamont Drive, approximately 123 feet to a point, said point being the intersection of the southern right-of-way of Altamont Drive and the eastern right-of-way of Lebanon Road; thence in a southwesterly direction, following the eastern right-of-way of Lebanon Road, approximately 1,050 feet to a point, said point being the southern corner of parcel 2 in common with the northwestern right-of-way of Interstate 81; thence in a southwesterly direction, following the northwestern right-of-way of Interstate 81 and the eastern right-of-way of Interstate 26, approximately 6,050 feet to a point, said point being the eastern corner of parcel 14; thence in a northwesterly direction, approximately 160 feet to a point, said point lying in the right-of-way of Arlington Court, approximately 10 feet northwest of the northern corner of parcel 14; thence in a westerly direction, in an arc, approximately 45 feet; thence in a southerly direction, approximately 170 feet to a point, said point lying 10 feet north of Interstate 81 right-of-way and on the parcel boundary of parcel 14; thence in a southwesterly direction, following the northern right-of-way of Interstate 81 and crossing the right-of-way of Kendrick Creek Road, approximately 5,430 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, following the western right-of-way of Summerville Road, approximately 10 feet to a point, said point lying on the boundary of parcel 16; thence in a southeasterly direction, following approximately 10 feet northeast of the eastern right-of-way of Interstate 26 and crossing the right-of-way of Kendrick Creek Road, approximately 5,430 feet to a point, said point lying on the boundary of parcel 14, approximately 10 feet north of Interstate 81 right-of-way; thence in a northerly direction, crossing into the right-of-way of Arlington Court, approximately 170 feet to a point, said point lying in the right-of-way of Arlington Court; thence in a westerly direction, in an arc, approximately 45 feet to a point, said point lying in the right-of-way of Arlington Court, approximately 10 feet north of the northern corner of parcel 14; thence in a southeasterly direction, approximately 160 feet to a point, said point lying on the boundary of parcel 14, approximately 10 feet north of the right-of-way of Interstate 81; thence in a northeasterly direction, approximately 1,980 feet to a point, said point lying on the boundary of parcel 46; thence in a northwesterly direction, approximately 650 feet to a point, said point

being the northern corner of parcel 49; thence in a northeasterly direction, approximately 12 feet to a point, said point being the western corner of parcel 35; thence in a northerly direction, approximately 322 feet to a point, said point being the western corner of parcel 83.10; thence in a northeasterly direction, approximately 210 feet to the point of BEGINNING, and being all of parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, and 66, as well as portions of parcels 46, 45, 44, 43, 42, 41, 40, 29, 28, 21, 20, 15, 13, 13.10, 5.10, 5.09, 5.07, 5.06, 5.05, 2.67, 2.66, 2.65, 2.59, 2.58, 2.57, 2.51, 2.50, 2.49, 2.44, 2.43, 2.42, 2.40, 2.39, 2.38, 193, and 194, as well as the streets of Altamont Drive, approximately 100 feet in length, Lebanon Road, approximately 1,100 feet in length, Chesterfield Drive, approximately 3,100 feet in length, Winfield Court, approximately 770 feet in length, Abbey Road, approximately 290 feet in length, Barrington Court, approximately 240 feet in length, Westminster Place, approximately 180 feet in length, as well as portions of the right-of-way of Arlington Court, approximately 45 feet in length, Kendrick Creek Road, approximately 110 feet in length, and Summerville Road, approximately 1,080 feet in length, Tax Maps 106C, 106B, 106G, 106J, 106I, 106P, 105M, and 105L as shown on the April 2011 Sullivan County Tax Maps.

SECTION II. That this ordinance shall take effect from and after the date of its passage, as the law directs, the public welfare of the citizens of Kingsport, Tennessee, requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG LEBANON ROAD, CHESTERFIELD DRIVE, WYNFIELD COURT, ABBEY ROAD, KENDRICK CREEK ROAD, BARRINGTON COURT, AND WESTMINSTER PLACE TO R-1B, RESIDENTIAL DISTRICT AND A-1, AGRICULTURAL DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Lebanon Road, Chesterfield Drive, Wynfield Court, Abbey Road, Barrington Court, and Westminster Place to R-1B, Residential District, in the 14th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 35, Tax Map 106G; thence in a southeasterly direction, approximately 259 feet to a point, said point being the southern corner of parcel 1.30; thence in a northeasterly direction, approximately 2,390 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, approximately 358 feet to a point, said point being the western corner of parcel 2; thence in a northeasterly direction, approximately 890 feet to a point, said point being the northern corner of parcel 12 in common with the western right-of-way of Lebanon Road; thence in a northeasterly direction, following the western right-of-way of Lebanon Road, approximately 960 feet to a point, said point lying on the parcel boundary of parcel 42.10; thence in a northeasterly direction, crossing the right-of-way of Lebanon Road and following the northern right-of-way of Altamont Drive, approximately 150 feet to a point, said point lying on the boundary of parcel 37; thence in a southeasterly direction, crossing the right-of-way of Altamont Drive, approximately 50 feet to a point, said point being the northern corner of parcel 3 in common with the southern right-of-way of Altamont Drive; thence in a southwesterly direction, following the southern right-of-way of Altamont Drive, approximately 123 feet to a point, said point being the intersection of the southern right-of-way of Altamont Drive and the eastern right-of-way of Lebanon Road; thence in a southwesterly direction, following the eastern right-of-way of Lebanon Road, approximately 1,050 feet to a point, said point being the southern corner of parcel 2 in common with the northwestern right-of-way of Interstate 81; thence in a southwesterly direction, following the northwestern right-

of-way of Interstate 81 and the eastern right-of-way of Interstate 26, approximately 6,050 feet to a point, said point being the eastern corner of parcel 14; thence in a northwesterly direction, approximately 160 feet to a point, said point lying in the right-of-way of Arlington Court, approximately 10 feet northwest of the northern corner of parcel 14; thence in a westerly direction, in an arc, approximately 45 feet; thence in a southerly direction, approximately 170 feet to a point, said point lying 10 feet north of Interstate 81 right-of-way and on the parcel boundary of parcel 14; thence in a southwesterly direction, following the northern right-of-way of Interstate 81, approximately 2,375 feet to a point, said point being the western corner of parcel 2.38; thence in a northwesterly direction, following the parcel boundary of parcel 2.38, approximately 10 feet to a point, said point lying on the boundary of parcel 2.38; thence in a southeasterly direction, following approximately 10 feet northeast of the eastern right-of-way of Interstate 26, approximately 2,375 feet to a point, said point lying on the boundary of parcel 14, approximately 10 feet north of Interstate 81 right-of-way; thence in a northerly direction, crossing into the right-of-way of Arlington Court, approximately 170 feet to a point, said point lying in the right-of-way of Arlington Court; thence in a westerly direction, in an arc, approximately 45 feet to a point, said point lying in the right-of-way of Arlington Court, approximately 10 feet north of the northern corner of parcel 14; thence in a southeasterly direction, approximately 160 feet to a point, said point lying on the boundary of parcel 14, approximately 10 feet north of the right-of-way of Interstate 81; thence in a northeasterly direction, approximately 1,980 feet to a point, said point lying on the boundary of parcel 46; thence in a northwesterly direction, approximately 650 feet to a point, said point being the northern corner of parcel 49; thence in a northeasterly direction, approximately 12 feet to a point, said point being the western corner of parcel 35; thence in a northerly direction, approximately 322 feet to a point, said point being the western corner of parcel 83.10; thence in a northeasterly direction, approximately 210 feet to the point of BEGINNING, and being all of parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, and 66, as well as portions of parcels 46, 45, 44, 43, 42, 41, 40, 29, 28, 21, 20, 15, 13, 13.10, 5.10, 5.09, 5.07, 5.06, 5.05, 2.67, 2.66, 2.65, 2.59, 2.58, 2.57, 2.51, 2.50, 2.49, 2.44, 2.43, 2.42, 2.40, 2.39, and 2.38, as well as the streets of Altamont Drive, approximately 100 feet in length, Lebanon Road, approximately 1,100 feet in length, Chesterfield Drive, approximately 3,100 feet in length, Wynfield Court, approximately 770 feet in length, Abbey Road, approximately 290

feet in length, Barrington Court, approximately 240 feet in length, Westminster Place, approximately 180 feet in length, as well as portions of the right-of-way of Arlington Court, approximately 45 feet in length, Tax Maps 106C, 106B, 106G, 106J, 106I, 106P, 105M, and 105L as shown on the April 2011 Sullivan County Tax Maps.

SECTION II. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Kendrick Creek Road to A-1, Agricultural District, in the 14th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the western corner of parcel 2.38, Tax Map 106P, thence in a northwesterly direction, following the eastern right-of-way of Interstate 26 and crossing the right-of-way of Kendrick Creek Road, approximately 2,340 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, following the western right-of-way of Summerville Road, approximately 10 feet to a point, said point lying on the boundary of parcel 16; thence in a southeasterly direction, following approximately 10 feet northeast of the eastern right-of-way of Interstate 26 and crossing the right-of-way of Kendrick Creek Road, approximately 2,340 feet to a point, said point lying on the boundary of parcel 2.38, approximately 10 feet northeast of the eastern right-of-way of Interstate 26; thence in a southwesterly direction, approximately 10 feet to the point of BEGINNING, and being a portion of parcels 193 and 194, as well as a portion of Kendrick Creek Road, approximately 110 feet in length, as well as a portion of Summerville Road, approximately 1,080 feet in length as shown on Tax Maps 105L, 105M, and 106P as shown on the April 2011 Sullivan County Tax Maps.

SECTION III. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION IV. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

RESOLUTION NO.

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE COLONIAL HEIGHTS AREA 7 PART E ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Colonial Heights Area 7 Part E annexation was submitted to the Kingsport Regional Planning Commission on October 18, 2012, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held November 6, 2012; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on October 22, 2012; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 14th Civil District of Sullivan County, Tennessee, commonly known as the Colonial Heights Area 7 Part E Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northern corner of parcel 35, Tax Map 106G; thence in a southeasterly direction, approximately 259 feet to a point, said point being the southern corner of parcel 1.30; thence in a northeasterly direction, approximately 2,390 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, approximately 358 feet to a point, said point being the western corner of parcel 2; thence in a northeasterly direction, approximately 890 feet to a point, said point being the northern corner of parcel 12 in common with the western right-of-way of Lebanon Road; thence in a northeasterly direction, following the western right-of-way of Lebanon Road, approximately 960 feet to a point, said point lying on the parcel boundary of parcel 42.10; thence in a northeasterly direction, crossing the right-of-way of Lebanon Road and following the northern right-of-way of Altamont Drive, approximately 150 feet to a point, said point lying on the

boundary of parcel 37; thence in a southeasterly direction, crossing the right-of-way of Altamont Drive, approximately 50 feet to a point, said point being the northern corner of parcel 3 in common with the southern right-of-way of Altamont Drive; thence in a southwesterly direction, following the southern right-of-way of Altamont Drive, approximately 123 feet to a point, said point being the intersection of the southern right-of-way of Altamont Drive and the eastern right-of-way of Lebanon Road; thence in a southwesterly direction, following the eastern right-of-way of Lebanon Road, approximately 1,050 feet to a point, said point being the southern corner of parcel 2 in common with the northwestern right-of-way of Interstate 81; thence in a southwesterly direction, following the northwestern right-of-way of Interstate 81 and the eastern right-of-way of Interstate 26, approximately 6,050 feet to a point, said point being the eastern corner of parcel 14; thence in a northwesterly direction, approximately 160 feet to a point, said point lying in the right-of-way of Arlington Court, approximately 10 feet northwest of the northern corner of parcel 14; thence in a westerly direction, in an arc, approximately 45 feet; thence in a southerly direction, approximately 170 feet to a point, said point lying 10 feet north of Interstate 81 right-of-way and on the parcel boundary of parcel 14; thence in a southwesterly direction, following the northern right-of-way of Interstate 81 and crossing the right-of-way of Kendrick Creek Road, approximately 5,430 feet to a point, said point being the southern corner of parcel 16; thence in a northwesterly direction, following the western right-of-way of Summerville Road, approximately 10 feet to a point, said point lying on the boundary of parcel 16; thence in a southeasterly direction, following approximately 10 feet northeast of the eastern right-of-way of Interstate 26 and crossing the right-of-way of Kendrick Creek Road, approximately 5,430 feet to a point, said point lying on the boundary of parcel 14, approximately 10 feet north of Interstate 81 right-of-way; thence in a northerly direction, crossing into the right-of-way of Arlington Court, approximately 170 feet to a point, said point lying in the right-of-way of Arlington Court; thence in a westerly direction, in an arc, approximately 45 feet to a point, said point lying in the right-of-way of Arlington Court, approximately 10 feet north of the northern corner of parcel 14; thence in a southeasterly direction, approximately 160 feet to a point, said point lying on the boundary of parcel 14, approximately 10 feet north of the right-of-way of Interstate 81; thence in a northeasterly direction, approximately 1,980 feet to a point, said point lying on the boundary of parcel 46; thence in a northwesterly direction, approximately 650 feet to a point, said point being the northern corner of parcel 49; thence in a northeasterly direction, approximately 12 feet to a point, said point being the western corner of parcel 35; thence in a northerly direction, approximately 322 feet to a point, said point being the western corner of parcel 83.10; thence in a northeasterly direction, approximately 210 feet to the point of BEGINNING, and being all

of parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, and 66, as well as portions of parcels 46, 45, 44, 43, 42, 41, 40, 29, 28, 21, 20, 15, 13, 13.10, 5.10, 5.09, 5.07, 5.06, 5.05, 2.67, 2.66, 2.65, 2.59, 2.58, 2.57, 2.51, 2.50, 2.49, 2.44, 2.43, 2.42, 2.40, 2.39, 2.38, 193, and 194, as well as the streets of Altamont Drive, approximately 100 feet in length, Lebanon Road, approximately 1,100 feet in length, Chesterfield Drive, approximately 3,100 feet in length, Wynfield Court, approximately 770 feet in length, Abbey Road, approximately 290 feet in length, Barrington Court, approximately 240 feet in length, Westminster Place, approximately 180 feet in length, as well as portions of the right-of-way of Arlington Court, approximately 45 feet in length, Kendrick Creek Road, approximately 110 feet in length, and Summerville Road, approximately 1,080 feet in length, Tax Maps 106C, 106B, 106G, 106J, 106I, 106P, 105M, and 105L as shown on the April 2011 Sullivan County Tax Maps.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the Colonial Heights Area 7 Part E Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Colonial Heights Area 7 Part E Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.

- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only three in the State of Tennessee. We operate 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 35 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a

Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.

- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- D. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- E. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

Electric service in this area is currently under the jurisdiction of Johnson City Power Board and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.

- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.

- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that Johnson City Power Board install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing City policy.

10. Zoning Services

- A. The area will be zoned R-1B (Residential District) and A-1 (Agricultural District).

- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Traffic Control

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the City.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 6th day of November 2012.

ATTEST:

City of Kingsport, Tennessee, Resolution No. ,
Ref: AF:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

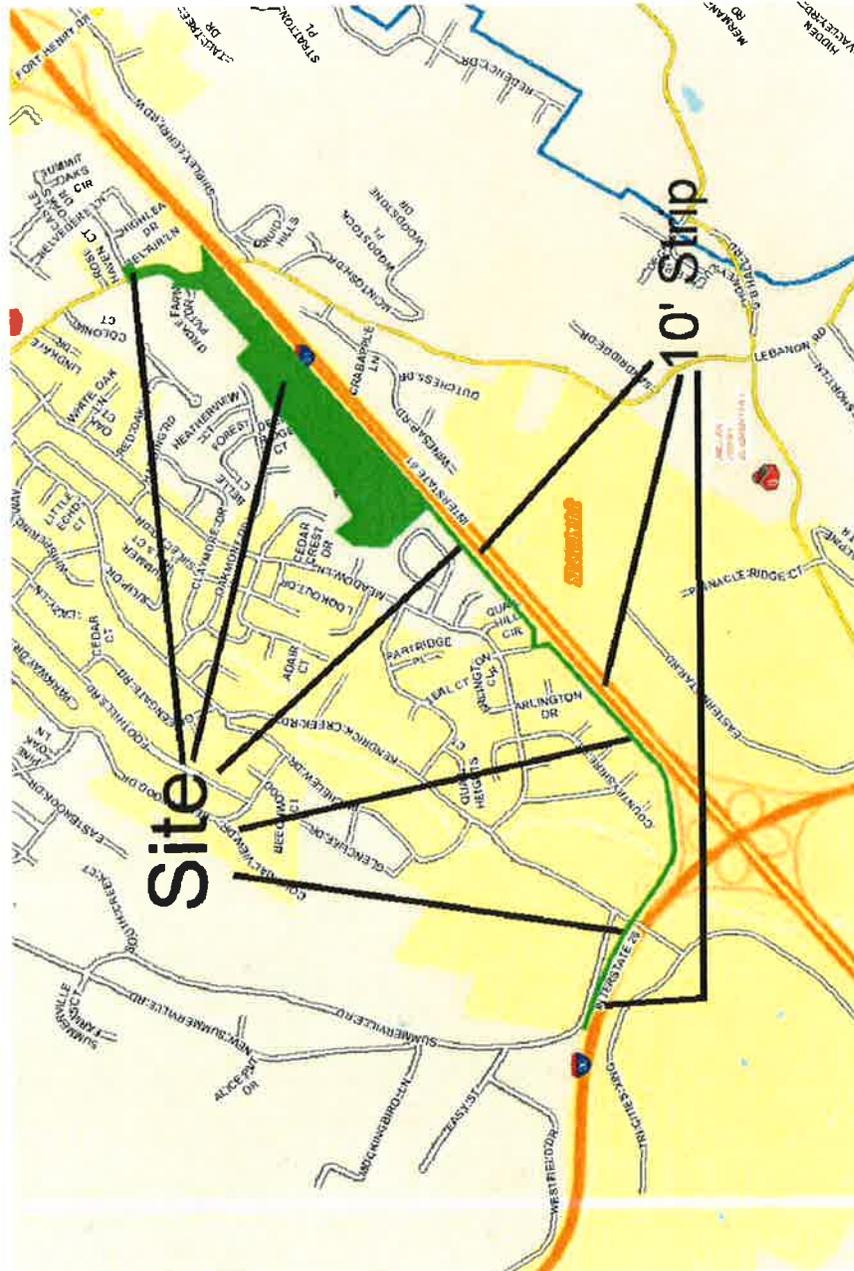
Kingsport Regional Planning Commission

Annexation Report

File Number 12-301-00010

Planner:	Ken Weems	Date:	September 20, 2012
Planning Commission Action		Meeting Date:	October 18, 2012
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Area Map

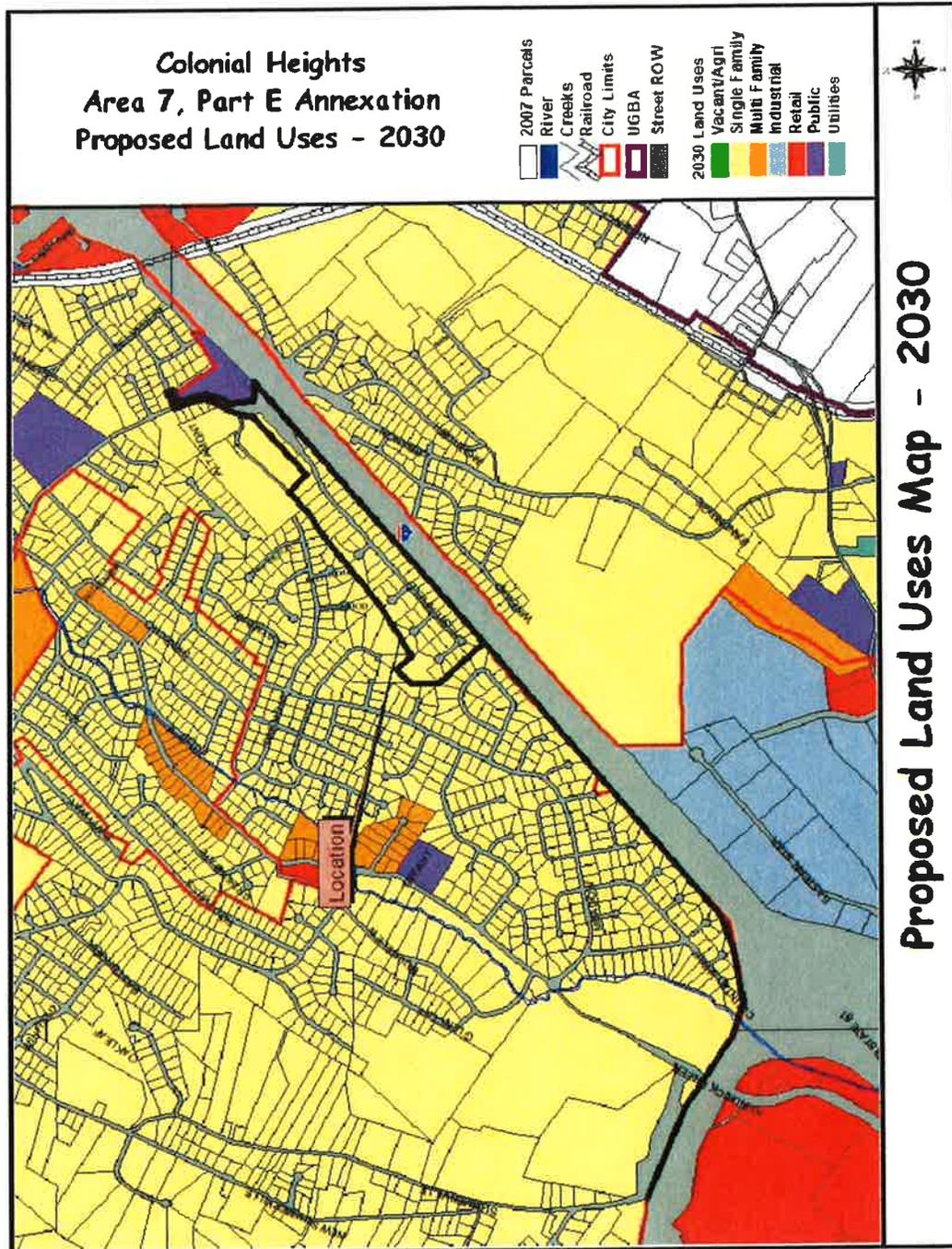


Prepared by Kingsport Planning Department for the
Kingsport Regional Planning Commission Meeting on October 18, 2012

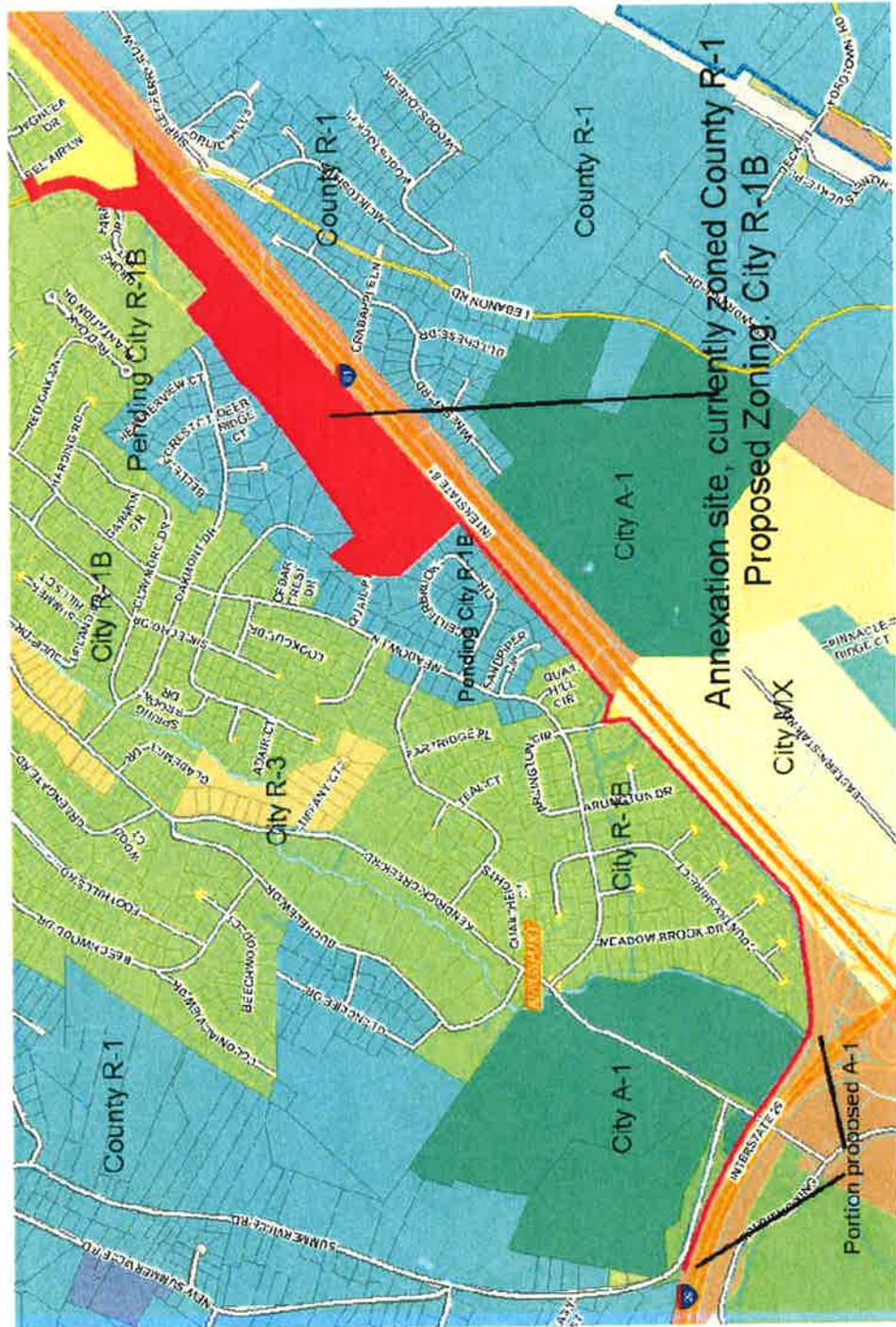
Current Zoning Map



FUTURE LAND USE PLAN MAP



PROPOSED ZONING MAP



Colonial Heights Annexation Area 7, Part E School
Maximum Possible Impact

	<u>Elementary</u>	<u>Middle</u>	<u>High</u>	<u>Total</u>
Area 7(E)	16	4	8	28

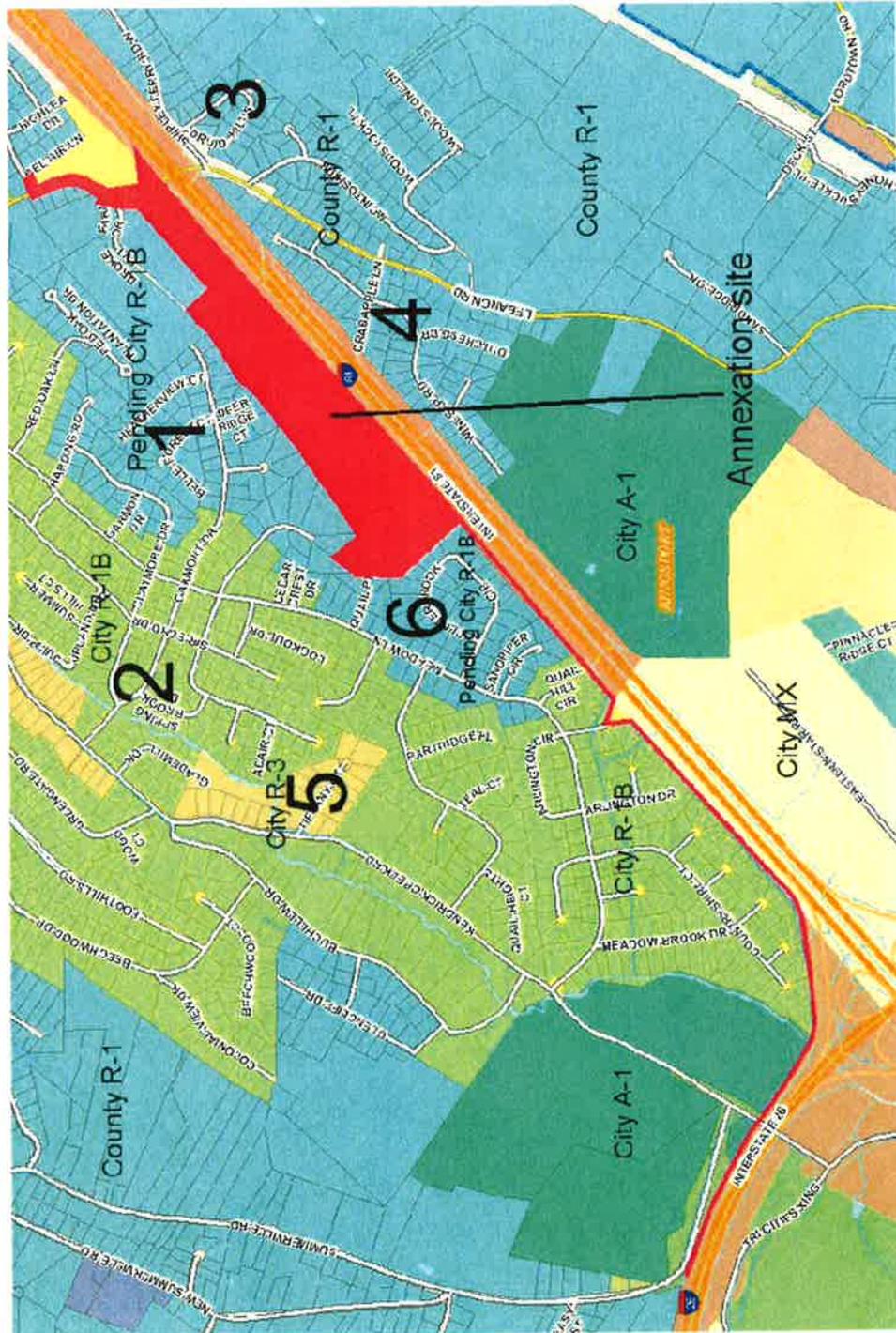
Colonial Heights Area 7 Part E Annexation Area

COST ESTIMATE/ tax records as of 27 Aug 12

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$78,986.00	138 res x 104 (estimated) 60 taps
State Shared	X	\$14,352.00	
Sewer Tap Fees	\$117,000.00	\$0.00	
Water & Sewer Rev (loss)	X	-\$24,600.00	
Total	\$117,000.00	\$68,738.00	

Expenses	One Time	Reoccurring (annual)	
Operating Budget			
Police & Fire Service	6,000.00	13,000.00	
Street Lighting	20,000.00	4,754.00	
Traffic Controls	2,700.00	220.00	
Streets & Sanitation	0.00	18,445.00	
Subtotal	28,700.00	36,419.00	
Capital Budget			
Water	3,500.00	0.00	1 hydrant
Sewer	826,000.00	0.00	
Streets	28,145.00	0.00	
Subtotal	857,645.00	0.00	
Grand Total	\$886,345.00	\$36,419.00	

EXISTING SURROUNDING LAND USES



Kingsport Regional Planning Commission

Annexation Report

File Number 12-301-00010

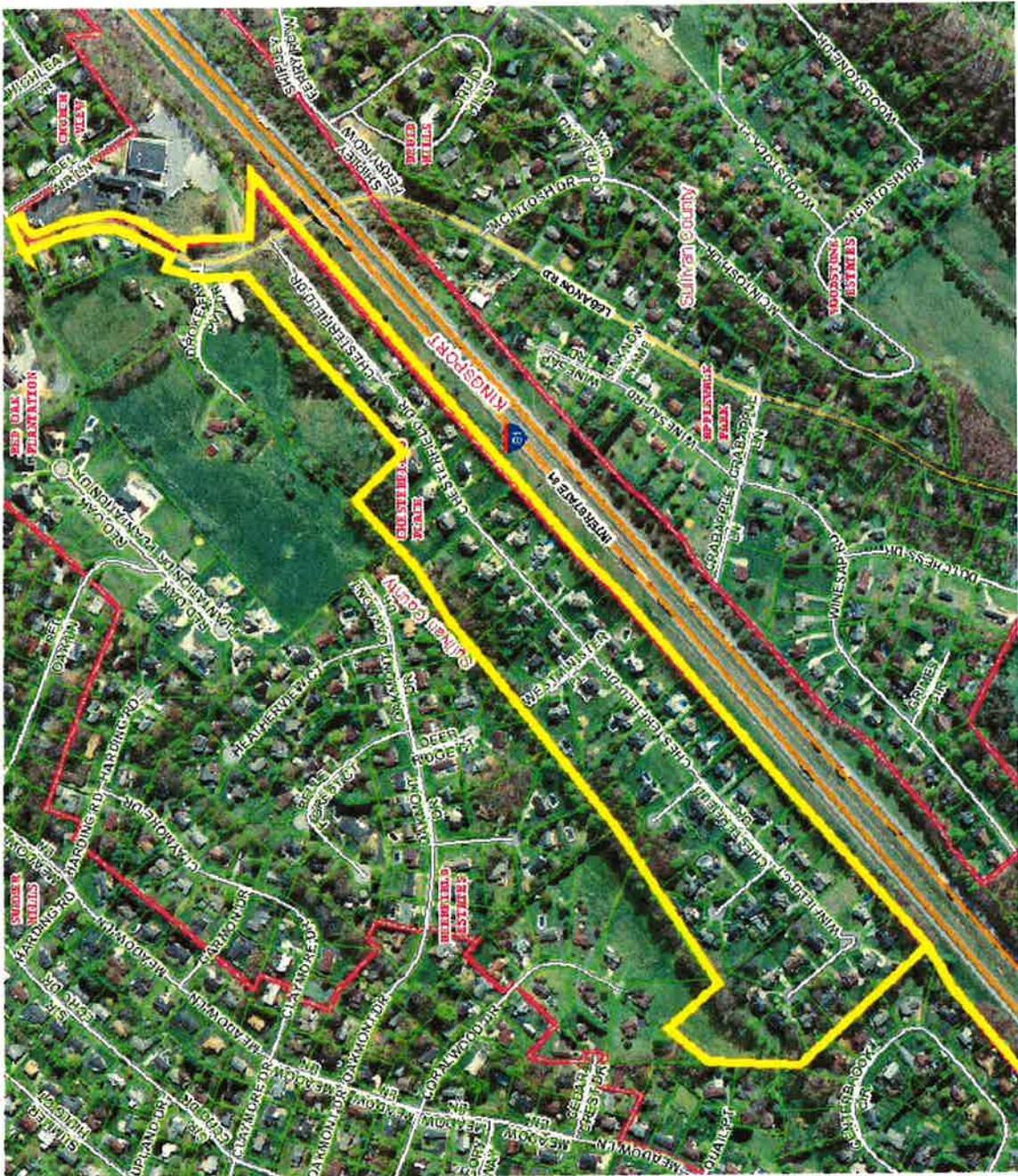
Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: County R-1</u> Use: Single Family Residential	Pending Annexation & zoning to City R-1B effective 7 Dec 12
Further North and Northwest	2	<u>Zone: City R-1B</u> Use: Single Family Residential	Annexed as part of Colonial Heights Area 3 Annexation on 1 Apr2011
East	3	<u>Zone: County R-1</u> Use: Single Family Residential	No prior action known
Southeast and South	4	<u>Zone: County R-1</u> Use: Single Family Residential	No prior action known
Northwest	5	<u>Zone: City R-3</u> Use: Multi-Family (Apartments)	Annexed as part of Colonial Heights Area 4 on 24 Oct 2012
West	6	<u>Zone: County R-1</u> Use: Single Family Residential	Pending Annexation & zoning to City R-1B effective 7 Dec 12

CONCLUSION

The Kingsport Planning Division recommends approval for the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*

AERIAL PHOTO



INCLUDED PARCELS LIST

<u>ControlMap</u>	<u>Group</u>	<u>ParcelNumber</u>	<u>PropertyAddress</u>	<u>AssessedVal</u>	<u>City Tax</u>
106B	H	2500	ABBEY RD 314	72275	\$1,424
106B	H	3000	ABBEY RD 315	70950	\$1,398
106B	H	2900	ABBEY RD 319	66050	\$1,301
106B	H	2600	ABBEY RD 320	70850	\$1,396
106B	H	2800	ABBEY RD 321	54625	\$1,076
106B	H	2700	ABBEY RD 324	73400	\$1,446
106B	H	2000	BARRINGTON CT	4625	\$91
106B	H	2300	BARRINGTON CT 309	62325	\$1,228
106B	H	1900	BARRINGTON CT 314	68300	\$1,346
106B	H	2200	BARRINGTON CT 315	68525	\$1,350
106		1200	CHESTERFIELD DR	925	\$18
106B	H	1800	CHESTERFIELD DR	7400	\$146
106B	H	100	CHESTERFIELD DR 240	67050	\$1,321
106B	H	6600	CHESTERFIELD DR 241	47125	\$928
106B	H	200	CHESTERFIELD DR 260	66250	\$1,305
106B	H	6500	CHESTERFIELD DR 261	59400	\$1,170
106B	H	300	CHESTERFIELD DR 274	71725	\$1,413
106B	H	6400	CHESTERFIELD DR 275	57275	\$1,128
106B	H	400	CHESTERFIELD DR 284	72400	\$1,426
106B	H	6300	CHESTERFIELD DR 285	56000	\$1,103
106B	H	500	CHESTERFIELD DR 296	55550	\$1,094
106B	H	6200	CHESTERFIELD DR 297	7675	\$151
106B	H	600	CHESTERFIELD DR 304	65875	\$1,298
106B	H	6100	CHESTERFIELD DR 305	54525	\$1,074
106B	H	700	CHESTERFIELD DR 312	72900	\$1,436
106B	H	6000	CHESTERFIELD DR 313	55925	\$1,102
106B	H	5900	CHESTERFIELD DR 319	79225	\$1,561
106B	H	800	CHESTERFIELD DR 322	62225	\$1,226
106B	H	5800	CHESTERFIELD DR 331	61500	\$1,212
106B	H	900	CHESTERFIELD DR 332	56325	\$1,110
106B	H	5700	CHESTERFIELD DR 341	66875	\$1,317
106B	H	1000	CHESTERFIELD DR 346	73125	\$1,441
106B	H	5600	CHESTERFIELD DR 349	63200	\$1,245
106B	H	5500	CHESTERFIELD DR 357	55150	\$1,086
106B	H	1500	CHESTERFIELD DR 364	70100	\$1,381
106B	H	5400	CHESTERFIELD DR 365	62300	\$1,227

Kingsport Regional Planning Commission

Annexation Report

File Number 12-301-00010

106B	H	5300	CHESTERFIELD DR 375	57875	\$1,140
106B	H	1600	CHESTERFIELD DR 376	61450	\$1,211
106B	H	5200	CHESTERFIELD DR 383	63075	\$1,243
106B	H	1700	CHESTERFIELD DR 384	62625	\$1,234
106B	H	5100	CHESTERFIELD DR 393	55800	\$1,099
106B	H	5000	CHESTERFIELD DR 401	62425	\$1,230
106B	H	4900	CHESTERFIELD DR 409	63425	\$1,249
106B	H	4800	CHESTERFIELD DR 417	64000	\$1,261
106B	H	4700	CHESTERFIELD DR 427	53250	\$1,049
106B	H	2400	CHESTERFIELD DR 430	87925	\$1,732
106B	H	4600	CHESTERFIELD DR 437	54300	\$1,070
106B	H	4500	CHESTERFIELD DR 445	51700	\$1,018
106B	H	3100	CHESTERFIELD DR 448	69350	\$1,366
106B	H	4400	CHESTERFIELD DR 453	52825	\$1,041
106B	H	4300	CHESTERFIELD DR 461	77750	\$1,532
106B	H	3200	CHESTERFIELD DR 464	65875	\$1,298
106B	H	4200	CHESTERFIELD DR 471	63250	\$1,246
106B	H	4100	CHESTERFIELD DR 473	71250	\$1,404
106B	H	4000	CHESTERFIELD DR 477	83100	\$1,637
106B	H	1100	WESTMINSTER PL 314	57050	\$1,124
106B	H	1300	WESTMINSTER PL 315	63025	\$1,242
106B	H	1200	WESTMINSTER PL 318	58400	\$1,150
106B	H	3900	WYNFIELD CT 309	81925	\$1,614
106B	H	3800	WYNFIELD CT 315	90200	\$1,777
106B	H	3300	WYNFIELD CT 316	75150	\$1,480
106B	H	3400	WYNFIELD CT 318	91100	\$1,795
106B	H	3700	WYNFIELD CT 319	53900	\$1,062
106B	H	3500	WYNFIELD CT 320	71200	\$1,403
106B	H	3600	WYNFIELD CT 321	66300	\$1,306

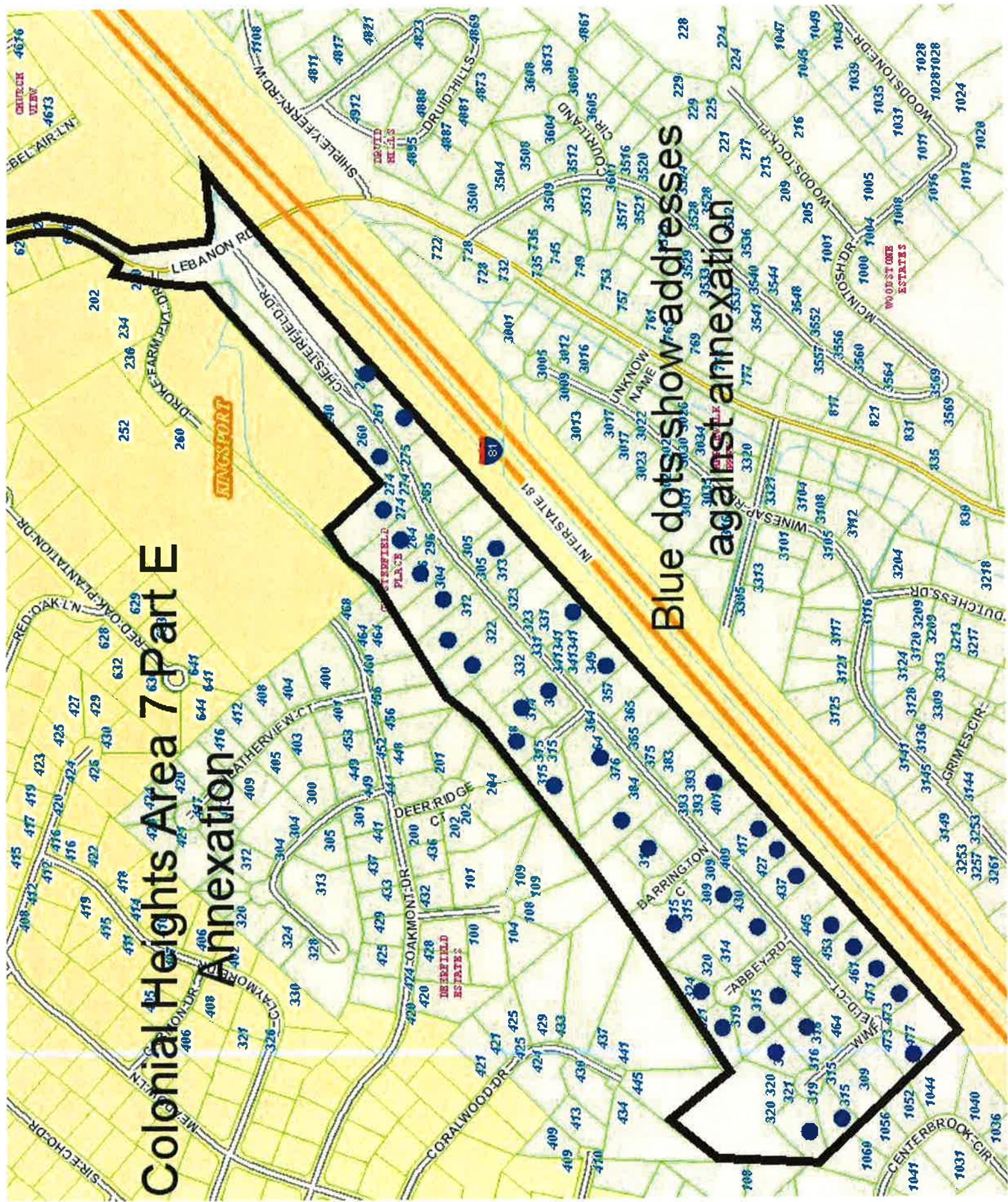
2 Houses

Petition of annexation of Chesterfield Place Area 7 Part E

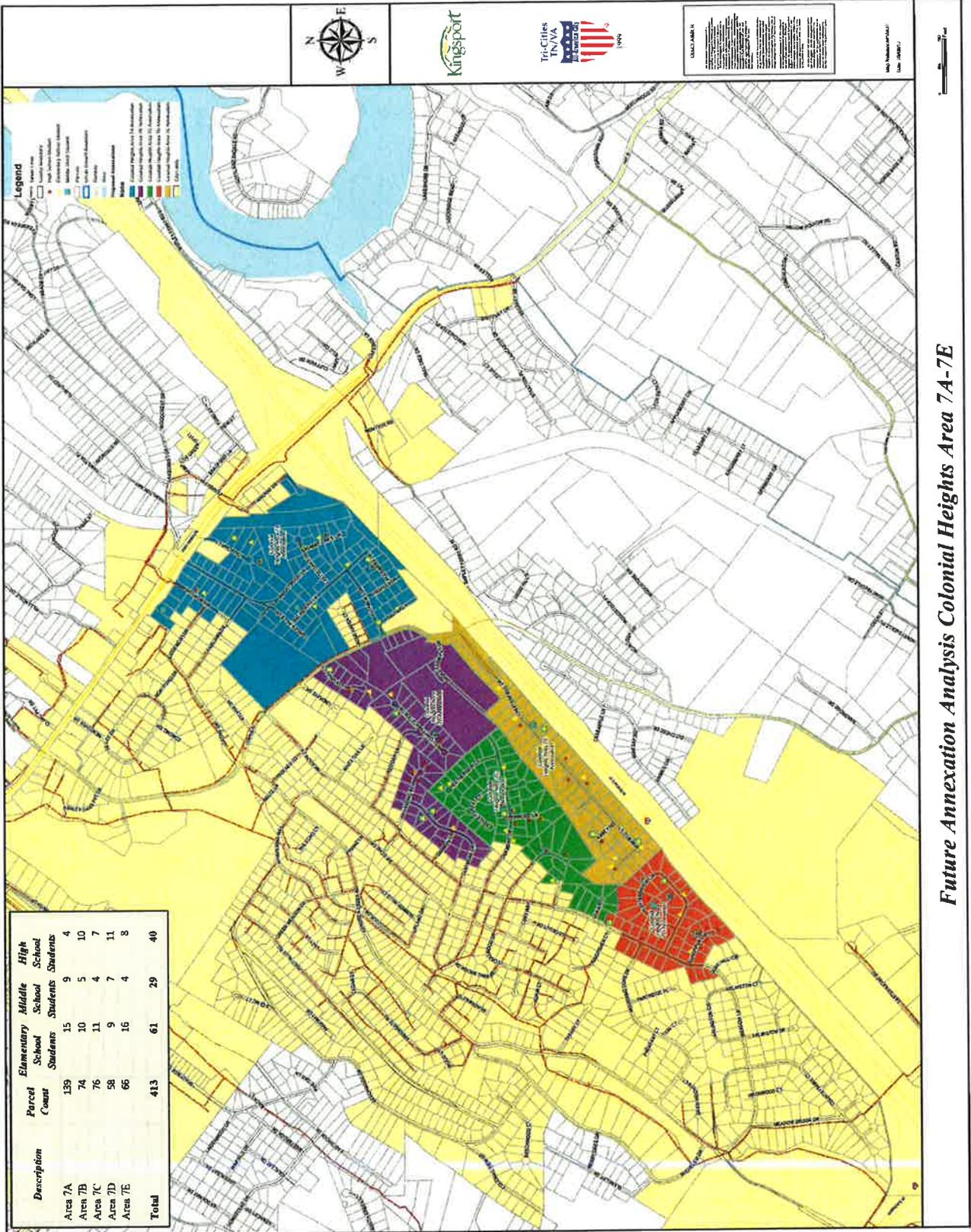
We undersigned are against the annexation of Chesterfield Place Area 7 Part E

Name	Address	Phone	Signature
J.W. HILTON	331 Chesterfield Dr.	239-8940	J.W. Hilton
Chad Wilcox	312 " "	239-5571	Chad Wilcox
Tom West	274 " "	384-1726	Tom West
Lora Barnett	200 Chesterfield Dr	646-6768	Lora Barnett
John Michels Jr.	261 " "	239-9409	John Michels Jr.
Connie Noelen	305 Chesterfield Dr.	335-1857	Connie Noelen
Reid Osborne	3R Chesterfield Dr.	239-4783	Reid Osborne
JR STEVENS	322 CHESTERFIELD	239 7015	JR STEVENS
Johnathan Nichols	427 Chesterfield Dr.	239-9817	Johnathan Nichols
David Moran	313 Chesterfield Dr.	239-6574	David Moran
Paul Bowman	314 BARRINGTON CT	239-5473	Paul Bowman
Ed Pullon	417 Chesterfield Dr.	239-9513	Ed Pullon
Lauren McCormick	457 Chesterfield	283 3844	Lauren McCormick
Sam Wilco	312 Wynfield Ct	423-239-6502	Sam Wilco
Gwen Janulis	318 Wynfield Ct.	423-239-8140	Gwen Janulis
Jay Woodward	321 Wynfield Ct	423-239-5706	Jay Woodward
Ray Starnes	319 WYNFIELD CT	423-239-5709	Ray Starnes
Jerry D. Collins	477 CHESTERFIELD DR.	423-406-1202	Jerry D. Collins
Zindy Evans	471 Chesterfield Dr	423-416-4605	Zindy Evans
Brian Castle	461 Chesterfield Dr.	571-7519	Brian Castle
Brian Wade	324 Abbey Rd	726-2298	Brian Wade
Tom Anderson	319 Abbey Rd	239-7062	Tom Anderson
Bo Tatum	321 Abbey Rd	726-2121	Bo Tatum
Bill McColl	409 Chesterfield Dr.	239-6283	Bill McColl
Ann Johnson	309 BARKINGTAN CT	239-2568	Ann Johnson
John Hollingsworth	324 Chesterfield Dr.	239 2871	John Hollingsworth
Sgt Paulsen	360 Chesterfield Dr	563-7659	Sgt Paulsen
Melinda Hammett	304 Chesterfield Dr	292-6026	Melinda Hammett

Colonial Heights Area 7 Part E Annexation



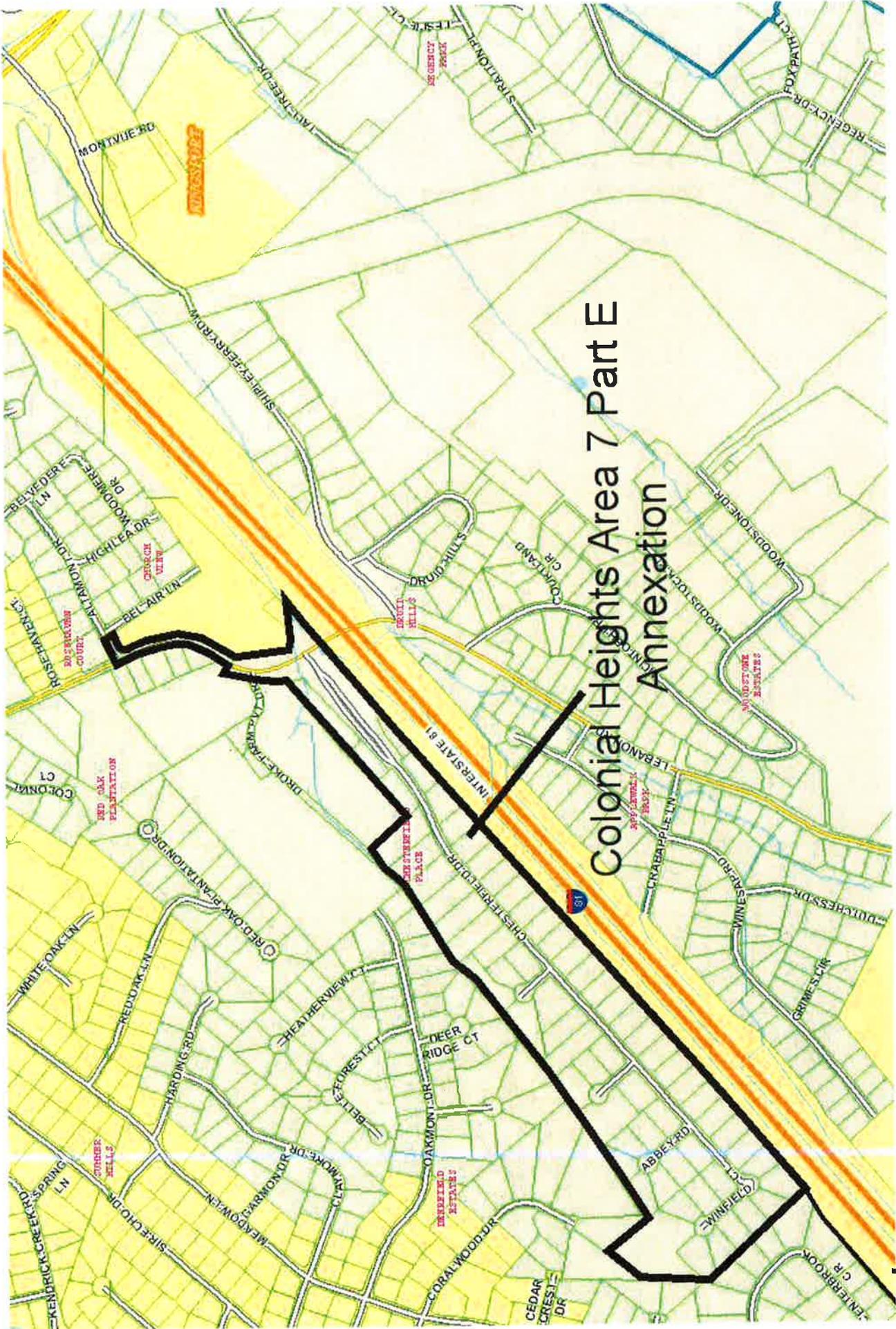
Blue dots show addresses
against annexation



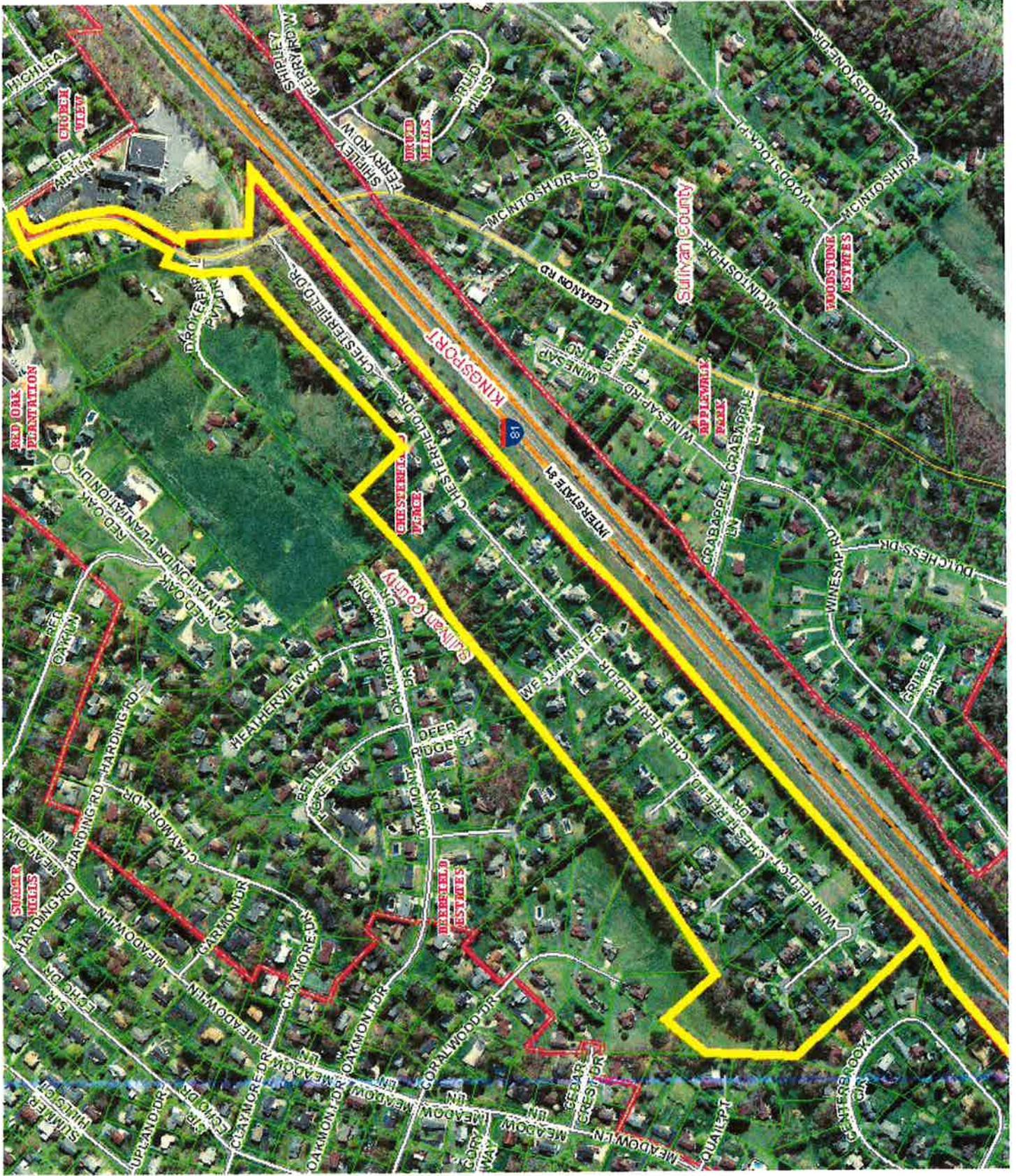
Description	Elementary School Count	Elementary School Students	Middle School Count	Middle School Students	High School Count	High School Students
Area 7A	139	15	9	4	4	4
Area 7B	76	10	10	5	10	10
Area 7C	58	11	11	4	7	7
Area 7D	66	16	16	4	8	8
Total	413	61	61	29	40	40

Future Annexation Analysis Colonial Heights Area 7A-7E

Area	Parcels						Total Acres						St (MI) Pri Struc Avg Ases Val						Avg P Tax						Total Prop Tax						S Shared						Total SW Ut						ONE TIME COSTS						ANNUAL COSTS					
	413	61	29	40	130	309	5.77	433	46602	\$909	\$375,309	\$103,574	\$18,186	\$6,230,000	\$261,500	\$152,700	\$149,834	\$25,814	\$103,034	\$174,066	sewer	water	lights/controls	streets																														
Colonial Heights Area 7	413	61	29	40	130	309	5.77	433	46602	\$909	\$375,309	\$103,574	\$18,186	\$6,230,000	\$261,500	\$152,700	\$149,834	\$25,814	\$103,034	\$174,066	sewer	water	lights/controls	streets																														



Colonial Heights Area 7 Part E Annexation



Colonial Heights Annexation Area 7, Parts E School
Maximum Possible Impact

	<u>Elementary</u>	<u>Middle</u>	<u>High</u>	<u>Total</u>
Area 7(E)	16	4	8	28

Rationale

1. The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.
2. Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.
3. The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.
4. It is reasonably necessary for the welfare of the residents and property owners of the affected territory.
5. It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.

Average Property Owner Impact
Area 7 Part E

average city tax based on 2009 tax assessments: \$1,316

average annual savings on water/ sewer based on inside city rates: \$410

average annual garbage savings based on \$18 per month: \$216

total annual savings based on the above criteria: \$626

•additional savings can often be found with property owner insurance discounts and itemized tax deductions (for city Property tax) varies

Intangible benefits include nationally accredited police protection, nationally accredited fire protection, storm sewer evaluation, street lighting, tuition-free city schools, takeover of dusk-to-dawn light payments (in most cases), animal control, graffiti control, leaf & yard waste removal, recreational facilities, sanitary sewer constructed to each parcel, and increased fire hydrant density

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CITY TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2012-2013

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2012-2013 is \$365,096.00; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, a contract with the Tennessee Department of Transportation (TDOT), in the amount of \$365,096.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2012-2013.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2012	End Date June 30, 2013	Agency Tracking # 40100-08213	Edison ID		
Contractor Legal Entity Name City of Kingsport			Edison Vendor ID 1562		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # N/A			
Service Caption (one line only) FY 13 UROP - Operating Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
13	\$365,096.00				\$365,096.00
TOTAL:	\$365,096.00				\$365,096.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE - GG		
Speed Chart (optional)		Account Code (optional) 71302000			

Edison Address ID #13

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall utilize these funds for operating assistance to meet transit needs in urban areas.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2013. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Sixty-Five Thousand, Ninety-Six Dollars and No Cents (\$365,096.00). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg.

Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment

and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.

- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Bennie Nicholson, Transportation Specialist
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg.
Nashville, TN 37243
bennie.nicholson@tn.gov
Telephone # (615) 253-1044
FAX # (615) 253-1481

The Grantee:

Gary Taylor, Transit Manager
City of Kingsport
225 West Center Street
Kingsport, TN 37660
garytaylor@kingsporttn.gov
Telephone # (423) 224-2612
FAX # (423) 224-2615

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit

smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.6. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.7. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

GRANTEE SIGNATURE

DATE

DENNIS PHILLIPS, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

**JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

**Attachment One
UNIVERSAL PUBLIC TRANSPORTATION BUDGET**

	STATE SHARE	*FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance –TDOT	\$365,096.00	\$0.00	\$365,096.00	\$0.00	\$365,096.00
30.09.01 Operating Assistance -50% Federal Share					
30.09.02 Operating Assistance - Sliding Scale					
30.80.01 Operating Assistance - 80% CMAQ					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
00.00 Commuter Trans. Asst Program					
44.1x.xx State Planning & Research					
44.2x.xx Metropolitan Planning					
44.3x.00 Consolidated Planning Grants					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE—UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE—Non-Add Scope Codes					
99x-nn					
SCOPE—OTHER					
xx.xx.xx					
GRAND TOTAL	\$365,096.00	\$0.00	\$365,096.00	\$0.00	\$365,096.00

*Federal funds not included in this grant.

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance	\$365,096.00	\$0.00	\$365,096.00	\$0.00	\$365,096.00
TOTAL	\$365,096.00	\$0.00	\$365,096.00	\$0.00	\$365,096.00



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET

NASHVILLE, TENNESSEE 37243-1402

(615) 741-2781

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 30, 2012

Gary Taylor, Transit Manager
City of Kingsport
225 West Center Street
Kingsport, TN 37660

RE: City of Kingsport, \$365,096.00
TDOT Project No.:82UROP-S3-013

Dear Mr. Taylor:

In an effort to accelerate the contract signature process, the Multimodal Transportation Resource Division is sending both the draft contract and the contract for grantee signature simultaneously. If there are corrections required, please send a return email with the highlighted changes on the draft contract (**modifications can only be made to text in red**). However, if the contract meets the agency's approval, please print the .pdf version, obtain the appropriate signatures, and return the signed contract via USPS mail to LaRosa Collier.

Per Finance & Administration (F&A), a contract shall be printed on one side of 8.5 x 11 inch paper. Also, please do not alter the contract provided by TDOT.

If you have any questions, please do not hesitate to contact this Office.

Sincerely,

LaRosa Collier
Transportation Manager
larosa.collier@tn.gov
(615) 253-1034

Enclosure

c: Bennie Nicholson
Susan Ralph



AGENDA ACTION FORM

Consideration of Resolution Approving Renewal of the Workers' Compensation Reinsurance with Safety National Casualty Corporation

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-331-2012
 Work Session: November 19, 2012
 First Reading: N/A

Final Adoption: November 20, 2012
 Staff Work By: Terri Evans/John Campbell
 Presentation By: Terri Evans

Recommendation: Approve the resolution.

Executive Summary:

This resolution approves the renewal of the reinsurance policy with the Safety National Casualty Corporation for the city's self-funded Workers' Compensation program, and authorizes the mayor to execute the renewal. The city has historically carried an aggregate insurance that offers an additional \$1,000,000 in coverage once all of the workers' compensation claim expenses reach an annual threshold of \$2,706,456. On average, annual claim expenses run approximately \$1,250,000. The cost of the aggregate insurance is approximately \$20,000 per year.

Self-Insured Retention (similar to Specific Reinsurance) limits in the industry have increased from \$400,000 to \$500,000 per claim, due in part to increased payroll expenses and on claims experience of municipal governments throughout the United States, causing some increase in premiums for this type of coverage.

The calendar year 2012 premium was \$136,566, and the calendar year 2013 premium would have been \$139,278, including the aggregate insurance. However, given the limited amount of coverage and the fact that it would only be accessed with an ultimate catastrophic set of circumstances, it is the recommendation of the staff that the city drop the aggregate coverage, resulting in a premium for 2013 of \$119,754. This puts the city in a better financial position for premium increases in future years.

The city's third party administrator, Tri-State Claims, checked with several other carriers, all of whom wanted larger self-insured retentions and higher premium payments for this coverage.

Attachments:

1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF THE AGREEMENT WITH SAFETY NATIONAL INSURANCE CORPORATION FOR WORKERS' COMPENSATION REINSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL OF THE AGREEMENT

WHEREAS, Safety National Insurance Corporation is the provider of worker's compensation reinsurance for the city's self-insured worker's compensation program; and

WHEREAS, the agreement with Safety National Insurance Corporation provides for renewal; and

WHEREAS, the city desires to renew the agreement with Safety National Insurance Company to provide workers compensation reinsurance coverage for the city's self-funded workers compensation insurance plan effective January 1, 2013 through December 31, 2013;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the renewal permitted pursuant to the contract for one (1) year is approved.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, the renewal of the agreement and all documents necessary and proper to effectuate the purpose of the renewal to the agreement with Safety National Insurance Corporation provide workers' compensation insurance coverage for the City's self-funded health insurance plan effective January 1, 2013 through December 31, 2013.

SECTION III. That is resolution shall take effect from and after it adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing Renewal of Stop Loss Reinsurance with HCC Life Insurance Company for the Self-Funded Health Insurance

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-332-2012
 Work Session: November 19, 2012
 First Reading: N/A

Final Adoption: November 20, 2012
 Staff Work By: Terri Evans
 Presentation By: Terri Evans/John Campbell

Recommendation: Approve the resolution.

Executive Summary:

The City has used HCC Life Insurance Company as its stop-loss/reinsurance provider for its self-funded health insurance program for many years. As medical costs rise, and due to an increase in large dollar claims for covered members, HCC has reimbursed the city well over \$1.2 million over the last two years. Such claims experience, along with continued increases in the cost of healthcare in general, would result in a cost increase of 14.4% (from \$56.04 to \$64.11 per employee per month). In an effort to reduce the premium cost and maintain an effective reinsurance program, the staff recommends the following changes:

- Maintain the Specific Reinsurance Deductible at \$125,000 per person;
- Increase the Aggregating Specific Reinsurance Corridor from \$125,000 to \$175,000.

These changes will result in a premium increase of approximately 2.7% (from \$56.04 to \$57.58 PEPM) while maintaining a financially responsible reinsurance program for the self-funded health insurance plan.

The city's benefits consultant, Sherrill Morgan, checked with many other reinsurance carriers and HCC provided the lowest cost options for effective coverage levels.

Attachments:

- 1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING RENEWAL OF THE POLICY WITH HCC LIFE INSURANCE COMPANY FOR STOP LOSS REINSURANCE COVERAGE AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE POLICY AND ALL AGREEMENTS AND OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

WHEREAS, the current policy with HCC Life Insurance Company for Stop Loss Reinsurance can be renewed for the upcoming calendar year; and

WHEREAS, in an effort to reduce the premium cost and maintain an effective reinsurance program, the staff recommends maintaining the Specific Reinsurance Deductible at \$125,000 per person, and increase the Aggregating Specific Reinsurance Corridor from \$125,000 to \$175,000; and

WHEREAS, it is the recommendation by city staff to renew the policy with HCC Life Insurance Company to provide specific stop loss and aggregate stop loss insurance coverage for the City's self-funded health insurance plan effective January 1, 2013 through December 31, 2013.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the renewal of the policy with HCC Life Insurance Company for Stop Loss Reinsurance maintaining the Specific Reinsurance Deductible at \$125,000 per person, and increase the Aggregating Specific Reinsurance Corridor from \$125,000 to \$175,000 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a renewal of policy as approved above with HCC Life Insurance Company to provide specific stop loss and aggregate stop loss insurance coverage for the city's self-funded health insurance plan effective January 1, 2013 through December 31, 2013 and all agreements and other documents necessary and proper to effectuate the purpose of the renewal of the policy.

SECTION III. That is resolution shall take effect from and after it adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Approving an Agreement with Travelers Insurance through BB&T-KDC Insurance Services, Inc. for Property Insurance

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-333-2012
 Work Session: November 19, 2012
 First Reading: N/A

Final Adoption: November 20, 2012
 Staff Work By: Terri Evans
 Presentation By: Terri Evans

Recommendation: Approve the resolution.

Executive Summary:

Travelers Insurance has provided the city Property Insurance since last year. An updated property appraisal was performed during the summer of 2012, resulting in updated total replacement value for buildings and contents at \$476,579,897. The total cost of property coverage in 2012 was \$141,574. This year, Travelers Insurance has evaluated the updated property values and continues providing coverage at the city's current rate of \$.04 per \$100 of covered value for full replacement. In addition, the city was able to carve out the coverage for our water and wastewater facilities with a larger flood and earthquake deductible of \$150,000 for \$.03 per \$100 of covered value, resulting in a savings of about \$10,000 in premium.

The premium for calendar year 2013 for the coverage will be \$180,732, an increase of \$39,159. While the premium has increased, this is primarily due to increased property values in the updated appraisal, and the acquisition of additional properties over the last few years.

Attachments:

1. Resolution

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BB&T-KDC INSURANCE SERVICES, INC. AND TRAVELERS INSURANCE FOR CITY OF KINGSPORT PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city desires to enter into an agreement with Travelers Insurance through BB&T-KDC Insurance Services, Inc. to provide specific insurance coverage for the city's property insurance plan effective January 1, 2013 through December 31, 2013;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, an agreement with Travelers Insurance through BB&T-KDC Insurance Services, Inc, to provide property insurance coverage for the city's property effective January 1, 2013 through December 31, 2013, and all other documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That is resolution shall take effect from and after it adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase 2 Sections 1, 2B, & 2C

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager *John G. Campbell*

Action Form No.: AF-334-2012
 Work Session: November 19, 2012
 First Reading: November 20, 2012
 Final Adoption: November 20, 2012
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation: Approve the Resolution.

Executive Summary:

In an effort to promote smart growth and infield 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 developers 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, the BMA entered into Materials Agreements with Danny Karst related to Edinburg Subdivision as follows:

<u>Development</u>	<u>AF #</u>	<u>Original Amount</u>	<u>Reimbursement</u>
Phase 2, Section 1	AF-295-2009	\$28,082.37	\$26,329.68
Phase 2, Section 2B	AF-279-2011	\$9,472.85	\$8770.02
Phase 2, Section 2C	AF-77-2012	\$20,128.29	\$18,549.10

Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$53,648.80

To date, including these developments, the program has supported 728 new/proposed lots within the City of Kingsport. Of those lots, 177 Building Permits and 131 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Proposal

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO DANNY KARST FOR EDINBURGH PHASE 2 SECTIONS 1, 2B, AND 2C

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst entered into three Materials Agreements in the total amount of \$57,683.51, with the city for provision of certain water and sewer materials by the city for Edinburgh, Phase 2, Sections 1, 2B and 2C; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$26,329.68 for Edinburgh, Phase 2, Section 1; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$8,770.02 for Edinburgh, Phase 2, Section 2B; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$18,549.10 for Edinburgh, Phase 2, Section 2C; and

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$26,329.68 for Edinburgh, Phase 2, Section 1, is approved.

SECTION II. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$8,770.02 for Edinburgh, Phase 2, Section 2B, is approved.

SECTION III. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$18,549.10 for Edinburgh, Phase 2, Section 2C, is approved.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement Close out

Project: Edinburgh Phase 2 Section 2C
 Date: November 13, 2012
 Developer: Danny Karst

Water line

Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
40835	8" joint restraint kit	14.00	ea	\$41.00	\$574.00	0.00	\$0.00		\$0.00
40845	6" joint restraint kit	2.00	ea	\$27.35	\$54.70	0.00	\$0.00		\$0.00
41864	8" x 18" DI push on pipe	18.00	jt	\$270.18	\$4,863.24	0.00	\$0.00		\$0.00
42115	3.6' bury hydrant	1.00	ea	\$1,150.53	\$1,150.53	0.00	\$0.00		\$0.00
42325	6" mj gate valve	1.00	ea	\$354.46	\$354.46	0.00	\$0.00		\$0.00
42335	8" mj gate valve	3.00	ea	\$629.93	\$1,589.79	0.00	\$0.00		\$0.00
42845	6" x 18" mj anchoring coupling	1.00	ea	\$93.24	\$93.24	0.00	\$0.00		\$0.00
41794	8" Plug w/2" tap	2.00	ea	\$50.95	\$101.90	0.00	\$0.00		\$0.00
43031	8"x8"x6" Anchoring Tee	1.00	ea	\$102.00	\$102.00	0.00	\$0.00		\$0.00
42209	8" Long Sleeve	1.00	ea	\$74.40	\$74.40	0.00	\$0.00		\$0.00
41829	8" Accessory kit	2.00	ea	\$15.99	\$31.98	0.00	\$0.00		\$0.00
41828	6" Accessory kit	2.00	ea	\$15.25	\$30.50	0.00	\$0.00		\$0.00
42100	8"x 8" MJ Tee	1.00	ea	\$108.74	\$108.74	0.00	\$0.00		\$0.00
					Total Amount Returned:		\$0.00		
Project #	WA1276								
Expensed To:	451-0000-605-9003								
Subtotal:					\$9,129.48				
					Subtotal less returns:				
					9.50%				
					\$867.30				
Subtotal:	Amount paid and Received To:								
Sales Tax:	451-0000-208-1250				\$8,992.00				
	451-0000-207-0201				\$854.24				
	Total Paid				Water Total:				
					\$9,846.24				
	Sales Tax Adjustment				\$13.06				
Water	Refund Due Developer							Subtotal:	\$8,978.94
									\$8,978.94



Materials Agreement Close out

Project: Edinburgh Phase 2 Section 2B
 Date: November 13, 2012
 Developer: Danny Karst

Water line

Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
40835	8" joint restraint kit	7.00	ea	\$35.37	\$247.59	0.00	\$0.00		\$0.00
40845	6" joint restraint kit	2.00	ea	\$27.35	\$54.70	0.00	\$0.00		\$0.00
41864	8" x 18' DI push on pipe	7.00	jt	\$236.88	\$1,658.16	0.00	\$0.00		\$0.00
42115	3.6' bury hydrant	1.00	ea	\$1,150.53	\$1,150.53	0.00	\$0.00		\$0.00
42325	6" mj gate valve	1.00	ea	\$366.03	\$366.03	0.00	\$0.00		\$0.00
42845	6" x 18" mj anchoring coupling	1.00	ea	\$93.24	\$93.24	0.00	\$0.00		\$0.00
42149	8" x 2" Tapped Tee	1.00	ea	\$80.57	\$80.57	0.00	\$0.00		\$0.00
43031	8"x8"x6" mj tee	1.00	ea	\$108.63	\$108.63	0.00	\$0.00		\$0.00
42209	8" Sleeve	2.00	ea	\$76.28	\$152.56	0.00	\$0.00		\$0.00
41828	6" mj accessory kit	2.00	ea	\$15.28	\$30.56	0.00	\$0.00		\$0.00
					Total Amount Returned:		\$0.00		
								Non-returned totals:	\$0.00
Project #	WA1275								
Expensed To:	451-0000-605-9003								
Subtotal:					\$3,942.57				
				Subtotal less returns:	\$3,942.57				
				9.50%	\$374.54				
	Amount paid and Received To:								
Subtotal:	451-0000-208-1250				\$4,602.00				
Sales Tax:	451-0000-207-0201			9.50%	\$437.19				
	Total Paid			Water Total:	\$5,039.19				
	Sales Tax Adjustment				-\$62.65				
								Subtotal:	\$4,664.65
Water	Refund Due Developer								\$4,664.65





AGENDA ACTION FORM

Consideration of a Resolution Approving a Lease with The First Tennessee Area Agency on Aging and Disability

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-335-2012
Work Session: November 19, 2012
First Reading: N/A
Final Adoption: November 20, 2012
Staff Work By: Buchanan/Billingsley
Presentation By: Shirley Buchanan

Recommendation: Approve the resolution.

Executive Summary:

The United Way Aging with Choices Council has entered into a partnership with the First Tennessee Area Agency on Aging and Disability. As a result of this partnership FTAAAD hired an employee to be utilized by the United Way council. Both the United Way Aging with Choice Council and the FTAAAD needed space to house the employee. The Kingsport Senior Center would like to offer the office space in-kind at the Lynn View Community Center to be used for this purpose. The lease, a copy of which is contained in the attached resolution, will provide the office space. The new FTAAAD employee will be working on a web portal that will provide the City of Kingsport with information on Aging issues. This will enable the city to acquire information that will assist it in providing services for and meeting the needs of the senior population.

Attachments:

- 1. Resolution

Funding source appropriate and funds are available: _____

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

A RESOLUTION APPROVING A LEASE AGREEMENT WITH FIRST TENNESSEE AREA AGENCY ON AGING AND DISABILITY FOR SPACE AT THE LYNN VIEW COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AGREEMENT

WHEREAS, the United Way Aging with Choices Council has entered into a partnership with the First Tennessee Area Agency on Aging and Disability, which allowed an employee to be hired by First Tennessee Area Agency on Aging and Disability and utilized by the United Way Council; and

WHEREAS, the Kingsport Senior Center would like to provide office space in-kind at the Lynn View Community Center for use by this employee.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That a lease agreement set out hereinafter with First Tennessee Area Agency on Aging and Disability is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease agreement with First Tennessee Area Agency on Aging and Disability and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

LEASE

THIS LEASE, made and entered into as of this _____ day of _____, 2012, by and between the City of Kingsport, a municipal corporation (herein called "City"), and The First Tennessee Development District Area Agency on Aging and Disability (herein called "Agency").

RECITALS:

The First Tennessee Development District Area Agency on Aging and Disability would like to lease in kind space for an office at the Lynn View Community Center; and

The Agency in conjunction with the Kingsport United Way Vision Council Aging with Choices, has been working on a project known as the Senior Website Portal; and

The Senior Website Portal will be an important tool for senior adults and their family members to find information regarding senior issues, including local aging services, housing, health, financial, and overall wellness information in the City of Kingsport and area; and

A part time employee of the Agency will work on the project, and office space is needed for the employee; and

The website will provide significant benefit to senior adults in the city; and

There is some space available at the Lynn View Community Center that could be leased to the Agency for office use for the project;

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. City does hereby lease to Agency and Agency leases from City a portion of room number 102, in the LynnView Community Center (herein called "Center") in Kingsport, Tennessee, (herein called "Premises"), which office spaced is shared by the city's senior center staff, and the room is divided by a short half wall. Employees of Agency may park in the public parking areas of the Center. This Lease is subject to the terms, covenants and conditions herein set forth and the Agency covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The initial term of this Lease shall be for one year and shall commence to run on the first day following approval of the Lease by the Board of Mayor and Aldermen. Provided Agency is not in default it shall have the right to renew this Lease for three (3) additional terms of one (1) year each upon the said terms, covenants and conditions contained herein. Agency shall exercise such right to renew the term by providing written notice of it decision to renew the Lease for an additional term to City at least thirty (30) days prior to the expiration of the initial or renewal term of the Lease. Notwithstanding anything to the contrary this Lease may be terminated at any time by either party for its convenience upon thirty (30) days written notice to the other party, and such termination shall not be considered a breach of this Lease.

3. Use. Agency shall have use of the Premises from 9:00 a.m. until 2:00 p.m. Monday through Friday, provided the Center is open, for the sole purpose of office use for the Senior Website Portal project, as described hereinabove in the recitals.

4. Rent. As City expects that its senior adult citizens will derive substantial benefit from the project described above and that said project will make it easier for City to provide services to its senior adult citizens and their families, Agency shall pay as rent the sum of One Dollar and NO/100 (\$1.00) annually, the receipt of which is hereby acknowledged.

5. Uses Prohibited. Agency shall not do or permit anything to be done in or about the Premises or Center or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the property, or any of its contents, or cause a cancellation of any insurance policy covering said Premises or Center or any part thereof, or any of its contents. Agency shall not do or permit anything to be done in or about the Premises or Center that will in any way obstructs or interferes with the rights, use or access, at all times, of City to the Premises. The Agency shall not use or allow the Premises to be used for any unlawful purpose. Agency shall not cause, maintain or permit any nuisance in, on or about the Premises or Center. Agency shall not allow any open fire upon the Premises. Agency shall not commit, or allow any waste to be committed in or upon the Premises.

6. Compliance with Law. Agency shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Agency shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Agency in any action against Agency, whether City is a party thereto or not, that Agency has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the City and Agency.

7. Repairs and Alterations. Agency shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of City. In the event City consents to the making of any alterations, additions or improvements to the Premises by Agency, the same shall be made by Agency at Agency's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Agency shall, upon written demand by City, at Agency's sole cost and expense, forthwith and with all due diligence,

remove any alteration, additions, or improvements made by Agency, designated by City to be removed, and Agency shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Agency shall clean the Premises of all debris and litter after each use. Failure, on the part of the Agency, to maintain the Premises in a condition satisfactory to the City, or maintaining the Premises in a manner which constitutes a nuisance, shall cause this Lease to terminate if, after notice by City to Agency of deficiencies in maintenance of the Premises, Agency does not correct said enumerated deficiencies within three (3) working days after receipt of notice thereof.

8. Utilities and Custodian Service. City shall furnish during "normal operating hours", defined as 8:00 A.M. to 5:00 P.M. on weekdays, excluding holidays, heat and air conditioning for the Premises, toilet facilities for the use of the employees and other invitees of Agency and electricity for lighting purposes. City shall not be required to furnish services on Saturdays, Sundays or on the following holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas or any other holiday recognized by City. City shall not be liable for full or partial stoppage or interruption of the above services or utilities if caused by events reasonably beyond City's control. Agency shall be solely responsible for the installation and payment of any and all other utilities of the Premises, including, but not limited to, telephone, cable, internet and any service fees required for the installation of these utilities. Agency shall provide custodial service for the Premises.

9. Surrendered Premises. By entry hereunder, Agency shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Agency shall, upon the expiration or sooner termination of this Lease, peaceably and quietly leave and surrender the Premises to the City in good condition broom clean, reasonable wear and tear excepted and free and clear of all liens. Any damage to adjacent Premises caused by Agency's use of the Premises shall be repaired at the sole cost and expense of Agency.

10. Liens. Agency shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Agency.

11. Assignment and Subletting. Agency shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Agency excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of City, which consent need not be given and shall be at City's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Agency of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the City, constitute a default under the terms of this Lease.

12. Hold Harmless. Agency shall indemnify and hold harmless City against and from any and all claims arising from Agency's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Agency in or about the Premises, and shall further indemnify and hold harmless City against and from any and all claims arising from any breach or default in the performance of any obligation on Agency's part to be performed under the terms of this Lease, or arising from any act or negligence of the Agency, or any officer, agent, employee, guest, or invitee of Agency, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against City by reason of such claim, Agency, upon notice from City, shall defend the same at Agency's expense by counsel reasonably satisfactory to City. Agency, as a material part of the consideration to City, hereby assumes all risk of damage to Premises or injury to persons in, upon or about the Premises, from any cause; and Agency hereby waives all claims in respect thereof against City. Agency shall give prompt notice to City in case of casualty or accidents on the Premises. This obligation of the Agency shall survive the expiration or termination of this Lease.

13. Agency shall, and does hereby, assume all risk of loss or injury to the property or person of all persons at any time coming upon the Premises during the term of this Lease. Agency shall

be solely responsible as between City and Agency for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the Premises and arising out of the use, control, condition or occupancy of the Premises by Agency, except for death, personal injuries or property damage directly resulting from the sole negligence of City. Agency agrees to indemnify and hold harmless City from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of any of the aforesaid matters.

14. **Liability Insurance.** Agency shall, at Agency's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance from a company authorized to do business in Tennessee, in the amount of one million (\$1,000,000.00) dollars, insuring City and Agency against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. City shall be named as an additional insured on the certificate of insurance. Any failure or non-coverage by such policy shall not affect the indemnity or hold harmless provisions of this lease agreement. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without fifteen (15) days prior written notice, of such cancellation, to City. Duplicate policies or certificates of all such insurance shall be delivered to the City not less than ten (10) days prior to each effective date.

15. **Rules and Regulations.** Agency shall faithfully observe and comply with any and all rules and regulations that City shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Agency upon delivery of a copy of them to Agency.

16. **Holding Over.** If Agency remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of City, then Agency's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

17. **Access by City.** City will have access to the Premises at all times.

18. **General Conditions.** The following shall apply to this Lease:

- (a) The invalidity or unenforceability of any clause or provision of this Lease shall not affect or render invalid or unenforceable any other clause or provision hereof;
- (b) Any action or proceeding arising out of the subject matter of this Lease shall be brought by Agency within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;
- (c) This Lease is made and delivered in the state of Tennessee, and shall be interpreted, construed, and enforced in accordance with the laws thereof and all legal proceedings relating to the subject matter of this Lease shall be maintained in the state courts for Kingsport, Sullivan County, Tennessee, and the parties agree that jurisdiction and venue for any such legal proceeding shall lie exclusively with such courts;
- (d) This Lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Lease may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;
- (e) Notwithstanding any other statements herein, City makes no warranty, express or implied, concerning the suitability of the Premises for Agency's intended use;
- (f) Agency agrees that if City does not deliver possession of the Premises as herein provided for any reason, City shall not be liable for any damages to Agency for such failure;
- (g) Neither party shall be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this Lease, even if any party has knowledge of the possibility of such damages;
- (h) The headings and captioned in this Lease are for convenience only and shall not be considered part of the terms hereof;
- (i) City and Agency hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this Lease.

19. Survival of Terms. Wherever in this Lease either City or Agency shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind City and Agency.

20. Changes. This Lease shall constitute the entire agreement between the parties hereto. This Lease shall not be altered, or in any way modified unless by written consent of the parties.

IN WITNESS WHEREOF, the Parties hereto executed this Lease in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO.

A RESOLUTION APPROVING THE REQUEST OF NORTHEAST STATE COMMUNITY COLLEGE TO SUBLEASE A PORTION OF THE REGIONAL CENTER FOR APPLIED TECHNOLOGY TO EAST TENNESSEE STATE UNIVERSITY AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT APPROVING THE SAME AND ALL APPLICABLE DOCUMENTS TO EFFECTUATE THE PURPOSE THIS RESOLUTION

WHEREAS, the city has a lease agreement for the Regional Center for Applied Technology building with the Tennessee Board of Regents for Northeast State Community College; and

WHEREAS, Northeast State Community College wants to sublease space to East Tennessee State University in the Regional Center for Applied Technology for the Spring 2013 semester; and

WHEREAS, the space required is three classrooms and a nighttime facilities manager, for a fee of \$7,050.00.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That pursuant to the lease agreement the city has with the Tennessee Board of Regents for the Regional Center for Applied Technology building the request of Northeast State Community College to sublease a portion of the Regional Center for Applied Technology building to East Tennessee State University for three classrooms is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement approving the request of Northeast State Community College and any and all documents necessary and proper to effectuate the purpose of this resolution.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Submit completed application to office of Information Technology. Please Print or Type.

INSTITUTION APPROVAL IS CONTINGENT ON THE APPLICANT'S SUCCESSFUL COMPLETION OF ALL FINANCIAL AND/OR INSURANCE OBLIGATIONS AS MAY BE REQUIRED BY THE INSTITUTION.

Name of Organization/Individual: ETSU			Contact Person: Rick Osborn		
Mailing Address: 807 University Parkway Box 70267			Email Address: OSBORNR@mail.etsu.edu		
City: Johnson City	State: TN	Zip: 37614	Phone: (423) 439-8300		

Is the billing address the same as above? If not, please indicate where invoices should be sent:

Name:		Phone:		Email Address:	
Mailing Address:			City:	State:	Zip:

Please fill in completely:

<input type="checkbox"/> Non-Profit Organization (Proof Required)	<input type="checkbox"/> For-Profit Business or Organization	<input checked="" type="checkbox"/> Other Governmental Agency
Location Requested:	<input type="checkbox"/> Wellmont RCPA	<input type="checkbox"/> Auditorium
	<input checked="" type="checkbox"/> Classroom/s:	<input type="checkbox"/> Other Location: Building & room number (if known)
	How many? 3	
Number of people expected: (Accommodation cannot be guaranteed for a larger number than anticipated)		Admission/Registration fee?
		<input type="checkbox"/> No <input type="checkbox"/> Yes
Amount:		
Date(s) Requested:	Time Requested (from/to): (daily beginning & ending times)	Date and Time of Performance/s: (if applicable)
January 2013 - May 2013	Please See attached schedule	
Detailed Description of Activity: (indicate name and general topic if a speaker)		
ETSU will be offering classes during the Spring 2013 semester. ETSU will require non-exclusive use of 3 classrooms in the RCAT building. Please see the attached schedule.		

*** Copies of marketing materials need to be provided to the Marketing Department prior to advertising the event! ***

Please select or list any special needs below:					
<input checked="" type="checkbox"/> Custodial Services	<input type="checkbox"/> Room Setup	<input type="checkbox"/> Podium	Tables:	Chairs:	<input checked="" type="checkbox"/> Audio-Visual/Multimedia (Contact information will be given when reservation is confirmed)
			How many?	How many?	
Safety and Security: Determination of security and insurance requirements will be solely at the discretion of the Institution.					
Other Needs: Potential set-up IT needs (printing account, software loaded, etc.)					

FOR INSTITUTION USE ONLY

APPROVED	DENIED	Charges	Room Assignment
Total Charges: \$7,050	Required Deposit:	Facility: \$ 2,250.00	Room/s Assigned: RCAT 130 RCAT 134, RCAT 135
By:		Security	By:
Date:		Custodial	Date:
Comments:		Technician: \$ 4,800.00	Comments:
Classrooms assigned as available and charged @ \$750 each for Spring 2013 semester (15 weeks @ \$50/week) = \$2,250		Equipment:	RCAT 130 - MW (12pm-3pm & 5pm-10pm)
		Utilities:	RCAT 130 - TR (9am-12pm & 5pm-10pm)
			RCAT 134 - MW (12pm-10pm)

FACILITY USAGE APPLICATION

Page 2 of 2

APPLICANT CERTIFICATIONS AND AGREEMENT TO TERMS OF USE:

(Please read carefully and sign. Application will not be considered if this section is not completed.)

On behalf of the applicant, I acknowledge by signing below that the institution has made a copy of TBR Policy 1:03:02:50 and Northeast State Community College Policy 06:09:00 available for review. Applicant understands that submittal of this application shall constitute agreement by applicant to the following conditions, in addition to the conditions described in those policies:

- 1) The intended use of the institution property and facilities by applicant does not violate, and actual use will not violate, the provisions of the Tennessee Board of Regents Policy on Use of Campus Property and Facilities or any policies or regulations of the institution, or any federal, state, or local law or regulation.
- 2) Any use of college property and facilities pursuant to this application that is contrary to such policies, laws, or regulations or that is inconsistent with the activity as described in this application constitutes grounds for the institution to remove the activity from college property.
- 3) Applicant agrees to indemnify the institution and hold it harmless from liabilities arising out of applicant's use of institution property and/or facilities, including but not limited to personal injury, property damage, court costs or attorney fees.

I hereby acknowledge that I have read the Applicant Certifications and referenced policies, and agree to abide by these requirements.

Name of Applicant

By:

Date:

Please mail or fax the completed form to:

Northeast State Community College
PO Box 246, 2425 Highway 75
Blountville, TN 37617
Phone: (423)279-7665 Fax: (423)279-7645

Attn: Office of Information Technology

Reservations for use of facilities are confirmed when the applicant receives notification from Northeast State Community College authorizing the request. Due to the high demand for rooms, we will not confirm, pencil-in, or otherwise reserve space for non-affiliated groups by phone or verbal agreement. If there is any question as to the approval of your application, or if confirmation has not yet been received, please contact the office of Information Technology and ask to speak with the staff member that coordinates facility rentals.



AGENDA ACTION FORM

Consideration of a Resolution to Amend Two Contracts for Work Conducted as Part of Phase II of the Kingsport Farmer's Market Project

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF- 338-2012
 Work Session: November 19, 2012
 First Reading: November 20, 2012

Final Adoption: November 20, 2012
 Staff Work By: Chris McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution

Executive Summary:

Any contract approved under a construction management agreement, which is what we have in place for the work being conducted at the Farmer's Market, can only be amended through Board of Mayor and Aldermen approval. An amendment would result if additional work was added by the owner or if unforeseen circumstances were encountered by the contractor. Items associated with these amendments are primarily the result of two things; 1) a change to the original scope as a result of the decision on the carousel location in June, and 2) additional concrete demolition below the visible concrete slab both interior and exterior. Please see attached supplemental information for additional description.

As a result, it is the recommendation from staff that the contract with Murray Mechanical Contractors be amended in the amount of \$24,007 and the contract with D.H. Griffin be amended in the amount \$12,525.

Attachments:

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH MURRAY MECHANICAL CONTRACTORS FOR THE FARMER'S MARKET PHASE II PROJECT; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE AMENDMENT

WHEREAS, the city has a contract with Murray Mechanical Contractors for the Farmer's Market, Phase II Project; and

WHEREAS, the amendment to the construction contract will authorize Murray Mechanical Contractors to move forward with additional work such as a change to the original scope as a result of the decision on the carousel location in June, and additional concrete demolition below the visible concrete slab both interior and exterior, which will increase the contract in the amount of \$24,007.00; and

WHEREAS, funds for this amendment are available in the project numbers GP1212 and GP1214;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an amendment to the contract with Murray Mechanical Contractors for the Farmer's Market, Phase II Project for the additional work in the amount of \$24,007.00, is approved.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the contract with Murray Mechanical Contractors, for additional work such as a change to the original scope as a result of the decision on the carousel location in June, and additional concrete demolition below the visible concrete slab both interior and exterior, in the amount of \$24,007.00, and all other documents necessary and proper to effectuate the purpose of the change order.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH D.H. GRIFFIN FOR THE FARMER'S MARKET PHASE II PROJECT; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE AMENDMENT

WHEREAS, the city has a contract with D.H. Griffin for the Farmer's Market, Phase II Project; and

WHEREAS, the amendment to the construction contract will authorize D.H. Griffin to move forward with additional work such as a change to the original scope as a result of the decision on the carousel location in June, and additional concrete demolition below the visible concrete slab both interior and exterior, which will increase the contract in the amount of \$12,525.00; and

WHEREAS, funds for this amendment are available in the project numbers GP1212 and GP1214;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an amendment to the contract with D.H. Griffin for the Farmer's Market, Phase II Project for the additional work in the amount of \$12,525.00, is approved.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the contract with D.H. Griffin, for additional work such as a change to the original scope as a result of the decision on the carousel location in June, and additional concrete demolition below the visible concrete slab both interior and exterior, in the amount of \$12,525.00, and all other documents necessary and proper to effectuate the purpose of the change order.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**Murray
Mechanical
Contractors, LLC**

T.N. LIC. 26869

N.C. LIC. 18940

V.A. LIC. 032607

August 22, 2012

Attn: Chris McCart
City of Kingsport 225 W. Center Street Kingsport, TN 37660 423-229-9400

Ref: Farmer's Market HVAC/PLBG Adjustment
Per Revised Plans 7/25/2012

REVISED PLUMBING:	\$59,792.00 - \$34,786.00 =	\$ 25,006.00
Change Order: Outside sanitary/water		\$ 9,494.00
REVISED HVAC:	36,616.00 - \$48,396.00 =	-\$ 11,780.00
Extra Rock Equipment Rental:	1,287.00	
(Required for removal of slab sanitary Piping installed per original design)		
TOTALS FOR DESIGN CHANGE:	\$107,189.00	
LESS: CONTRACTS PER ORIGINAL:		
PLUMBING:	\$34,786.00	
HVAC	48,396.00	
TOTAL	\$83,182.00	-83,182.00
CHANGE TO CONTRACT: ADD	\$24,007.00	

Addition to the plumbing include the outside sanitary sewer and domestic water to the manhole and meter as directed. Reinstalling the existing yard hydrant to the new domestic water line. Replacing 4" drain pipe to downspout and existing storm drain line. Extra labor and materials required to remove the sanitary building slab piping per original, extra rock and rental fees for excavation equipment. Lavatories were changed from drop in counter mount to wall hung with chair carriers. Wall hydrant was added per new design. Extra labor and materials to take up and reset water closets once the floor tile is installed.

HVAC: Units designated as GF-3 and the duct less unit were removed, with all supply and return duct, refrigeration, controls, etc., removed. One exhaust fan was increased in size.

Submitted By,
Wayne Murray

215 W Unaka Avenue Johnson City, TN 37604
Telephone 423-262-8600 FAX: 423-262-8603



PROPOSAL

D.H. GRIFFIN WRECKING COMPANY, INC.

Tri Cities Division

111 Spurgeon Lane, Bristol, VA 24201

PHONE: 276-669-7333

FAX: 276-669-7332

PROPOSAL SUBMITTED TO:

City of Kingsport

Attention: Chris McCart

225 West Center Street

Kingsport, TN 37660

DATE: May 21, 2012

JOB NAME / LOCATION

Farmers Market (Extra concrete Removal)
Kingsport, TN

PHONE: 423-349-7760 FAX: 423-349-7414

We hereby submit specifications and estimates for:

Based on site inspection and plans descriptions, DH Griffin Wrecking Company, Inc. (DHG) proposes the following scope of services:

1. Provide necessary labor, equipment, materials, insurance, etc. to perform interior demolition.
2. Dispose of materials off site in accordance with local, state and federal regulations.
3. DHG retains *salvage rights* to materials under contract.
4. Proposal excludes permits, rerouting, removing or disconnecting utilities, new construction or new materials, relocation, storage or reclamation of any items for others, new paint, patching, temporary partitions, layouts, roof work, shoring, any asbestos or hazardous materials removal and/or work not specifically listed above.

We propose hereby to perform the work as listed in items above, in accordance with above specifications, for the sum of:

Price for Outside concrete Removal:			
Slab and saw cut:	\$1,750.00		
Hammer under slab concrete and foundation	\$4,050.00	\$5,800.00	
Price for Inside Concrete removal extra			Total \$ 12,525.00
Slab removal plumbing reworks	\$1,900.00		
Removal of 6 to 8 inches of Concrete under slab	\$4,825.00	\$ 6,725.00	

Payment to be made as follows: **Upon Completion**

We hereby exclude the following: Relocation and disconnection of utilities, responsibility for locating and marking utilities within the demolition limits; protection of utilities which are not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not. All salvage to become the property of DHG.

All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or sub-contract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than ninety (90) days from date of final invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation evidenced hereby be collected by an attorney-at-law after maturity.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature: _____
not accepted within 30 days. Chris Scissom, Division Manager

NOTE: This proposal may be withdrawn by us if



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Accept a Modular Classroom Unit as a Donation From Sullivan County

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-339-2012
Work Session: November 19, 2012
First Reading: November 20, 2012

Final Adoption: November 20, 2012
Staff Work By: Judy Smith
Presentation By: Tom Parham/John Campbell

Recommendation: Approve the Resolution

Executive Summary:

Sullivan County is donating a modular classroom unit to the City of Kingsport and it is to be located at the back of the Kingsport Animal Shelter for education purposes. The value of the donation will be determined at a later date. The cost to move the unit is \$6,150.

Attachments:

- 1. Resolution
- 2. Map

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF A
MODULAR CLASSROOM UNIT FROM SULLIVAN
COUNTY

WHEREAS, Sullivan County has graciously offered to donate a modular classroom unit to the city; and

WHEREAS, the unit will be located at the back of the Kingsport Animal Shelter and used for educational purposes; and

WHEREAS, the city will have to arrange to move the unit, and the cost to move the unit is \$6,150.00 and funds are available in project _____; and

WHEREAS, the estimated value of the modular classroom will be determined at a later date; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the donation to the city from Sullivan County of a modular classroom unit, is accepted.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of November, 2012.

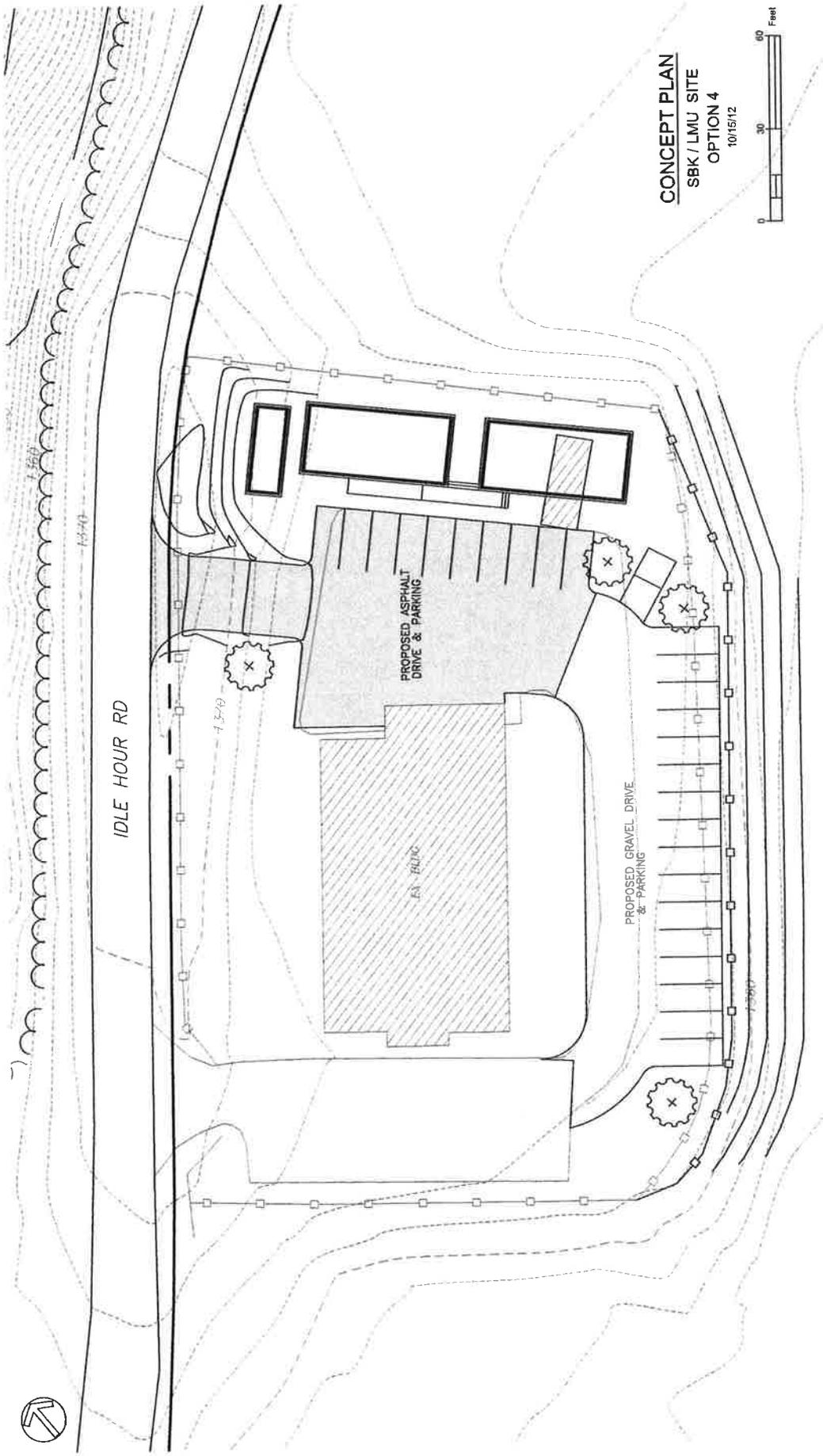
DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



CONCEPT PLAN
SBK / LMU SITE
OPTION 4
10/15/12



James Kelley

James is a professional civil engineer and the manager of the Tri-Cities office of Barge Waggoner Sumner and Cannon. Previously he worked as a Sr. Civil Engineer for Cardno WRG, Primas and Associates and Chaves Consulting Engineers. James was raised in New Mexico but has lived NC, NV and CA before moving to TN. He is a graduate of New Mexico State University where he played soccer. James has always been an active athlete and loves getting outdoors. He enjoys rock climbing, rugby, volleyball, biking, hiking, kayaking, disc golf, snowboarding, tennis, surfing, rollerblading/hockey, wakeboarding and martial arts. In his free time he enjoys photography and travel. He and his wife have five cats and love all kinds of animals.



AGENDA ACTION FORM

Consideration of a Budget Ordinance Regarding GP1300 Cleek Road Improvements Phase II

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-319-2012
Work Session: November 5, 2012
First Reading: November 6, 2012

Final Adoption: November 20, 2012
Staff Work By: M. Thompson, J. Smith
Presentation By: Ryan McReynolds

Recommendation: Approve the ordinance.

Executive Summary:

Bids were opened October 16, 2012, for the Cleek Road Improvements Phase II project. The project consists of construction of approximately 4,200 LF of road improvements to include road widening/realignment, storm water collection infrastructure, bridge, sanitary sewer, asphalt paving, and other associated work. The allotted time for construction will be 365 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Bakers Construction Services, in the amount of \$2,665,661.14 -

Table with 2 columns: Item, Amount. Rows include Base Bid (\$2,665,661.14), Engineering Fees 6% (169,536.04), Contingency 6% (159,939.66), and Total Project Cost (\$2,995,136.84).

A budget ordinance appropriating available funds to GP1300 is requested from the following projects: Transfer from GP0916 the amount of \$307,195.00 and GP1207 the amount of \$2,670,000.00.

Funding is available and identified in the following projects - roadway improvements and sewerline relocation (GP1300); and waterline relocation (WA1202).

Engineering estimate for referenced project \$2,856,255.00.

Attachments:

- 1. Ordinance
2. Resolution
3. Bid Tabulation
4. Location Map

Funding source appropriate and funds are available: _____

Table with 3 columns: Name, Y, N, O. Rows include Clark, Joh, McIntire, Parham, Segelhorst, Shupe, and Phillips.



AGENDA ACTION FORM

Consideration of a Budget Ordinance Regarding GP1300 Cleek Road Improvements Phase II, and a Resolution Awarding the Bid for the Cleek Road Improvements Phase II Project to Bakers Construction Services and Authorize the Mayor to Sign all Applicable Documents

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager *John G. Campbell*

Action Form No.: AF-319-2012
 Work Session: November 5, 2012
 First Reading: November 6, 2012
 Final Adoption: November 20, 2012 (ordinance)
 Staff Work By: M. Thompson, J. Smith
 Presentation By: Ryan McReynolds

Recommendation: Approve the ordinance and resolution.

Executive Summary:

Bids were opened October 16, 2012, for the Cleek Road Improvements Phase II project. The project consists of construction of approximately 4,200 LF of road improvements to include road widening/realignment, storm water collection infrastructure, bridge, sanitary sewer, asphalt paving, and other associated work. The allotted time for construction will be 365 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Bakers Construction Services, in the amount of \$2,665,661.14 –

Base Bid	\$2,665,661.14
Engineering Fees 6%	169,536.04
Contingency 6%	<u>159,939.66</u>
Total Project Cost	<u>\$2,995,136.84</u>

A budget ordinance appropriating available funds to GP1300 is requested from the following projects: Transfer from GP0916 the amount of \$307,195.00 and GP1207 the amount of \$2,670,000.00.

Funding is available and identified in the following projects – roadway improvements and sewerline relocation (GP1300); and waterline relocation (WA1202).

Engineering estimate for referenced project \$2,856,255.00.

Attachments:

1. Ordinance
2. Resolution
3. Bid Tabulation
4. Location Map

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE CLEEK ROAD IMPROVEMENTS PROJECT FOR CONSTRUCTION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund budgets be amended by transferring funds from the Cleek Road project Phase I (GP0916) in the amount of \$307,195 and from the 2011 GO Road Improvements project (GP1207) in the amount of \$2,670,000 to the Cleek Road Improvements Phase II project (GP1300). The total amount transferred is \$2,977,195.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Cleek Road Phase I (GP0916)			
Revenues:			
	\$	\$	\$
311-0000-368-1035 2009A GO Pub Improv.	832,055	0	832,055
311-0000-368-1037 Series 2009 D (BABS) GO	1,134,041	(307,195)	826,846
311-0000-368-2101 Bond Sale	13,306	0	13,306
Totals:	1,979,402	(307,195)	1,672,207

Expenditures:			
311-0000-601-2022 Construction Contracts	1,586,098	(416,117)	1,169,981
311-0000-601-2023 Arch/Eng/Landscaping	221,001	(3,696)	217,305
311-0000-601-2097 State Reviews & Permits	34,600	0	34,600
311-0000-601-4041 Bond Sale Expense	54,402	0	54,402
311-0000-601-9001 Land	83,301	112,618	195,919
Totals:	1,979,402	(307,195)	1,672,207

Fund 311: General Project Fund			
2011 GO Road Improvements (GP1207)			
Revenues:			
	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	4,268,722	(2,670,000)	1,598,722
311-0000-368-2101 Bond Sale	51,788	0	51,788
Totals:	4,320,510	(2,670,000)	1,650,510

Expenditures:			
311-0000-601-2022 Construction Contracts	3,922,663	(2,670,000)	1,252,663
311-0000-601-2023 Arch/Eng/Landscaping	259,200	0	259,200
311-0000-601-4041 Bond Sale Expense	88,647	0	88,647
311-0000-601-9001 Land	50,000	0	50,000
Totals:	4,320,510	(2,670,000)	1,650,510

Fund 311: General Project Fund			
Cleek Road Phase II (GP1300)			
Revenues:			
	\$	\$	\$
311-0000-368-1037 Series 2009 D (BABS) GO	0	307,195	307,195
311-0000-368-1040 Series 2011 GO Pub Imp	0	2,670,000	2,670,000
Totals:	0	2,977,195	2,977,195

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	0	168,000	168,000
311-0000-601-9003 Improvements	0	2,797,000	2,797,000
311-0000-601-9001 Land	0	12,195	12,195
Totals:	0	2,977,195	2,977,195

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR CLEEK ROAD IMPROVEMENTS PHASE II TO BAKER CONSTRUCTION SERVICES, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened October 16, 2012 for the Cleek Road Improvements Phase II; and

WHEREAS, the project will consist of construction of approximately 4,200 linear feet of road improvements which includes road widening/realignment, storm water collection infrastructure, bridge, sanitary sewer, asphalt paving, and other associated work, with a allotted time for construction of 365 calendar days; and

WHEREAS, upon review of the bids, the board finds Baker Construction Services, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with Baker Construction Services, Inc. at an estimated cost of \$2,995,136.84; and

WHEREAS, funding is available and identified in roadway improvements and sewerline relocation (GP1300) and waterline relocation (WA1202);

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the bid for the Cleek Road Improvements Phase II, consisting of construction of approximately 4,200 linear feet of road improvements which includes road widening/realignment, storm water collection infrastructure, bridge, sanitary sewer, asphalt paving, and other associated work, at an estimated cost of \$2,995,136.84 is awarded to Baker Construction Services, Inc. and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 6th day of November, 2012.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
October 16, 2012
4:00 P.M.

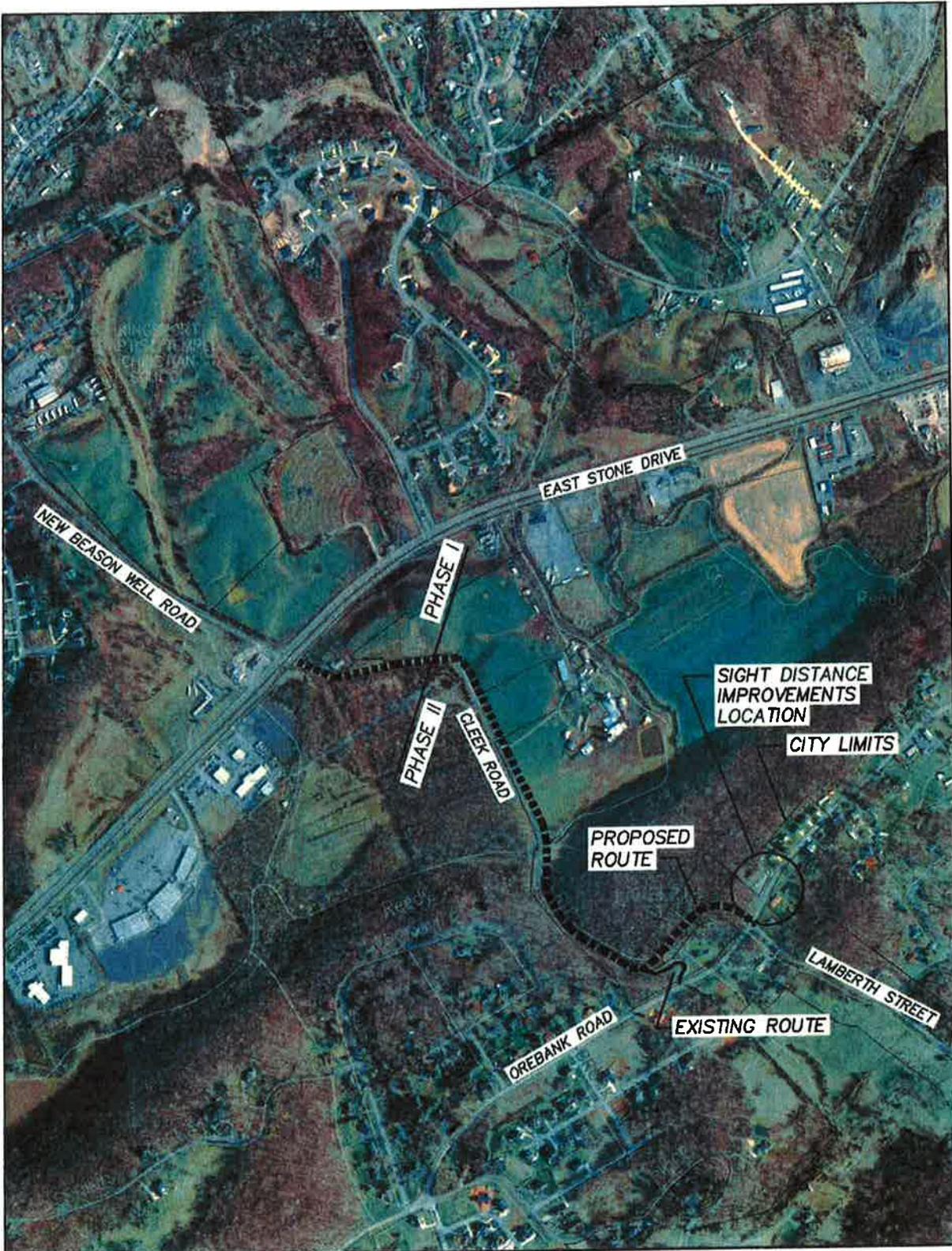
Present: Sandy Crawford, Procurement Manager; and Eddie Page, Assistant Procurement Manager, Schools

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

CLEEK ROAD IMPROVEMENTS – PHASE II	
Vendor:	Total Cost:
Bakers Construction Services	\$2,665,661.14
Thomas Construction Co., Inc.	\$2,800,965.93
Bakers Construction & Excavation Co.	\$3,825,513.54
Vic Davis Construction, Inc.	\$2,898,982.00
Summers-Taylor, Inc.	\$2,972,640.10

The submitted bids will be evaluated and a recommendation made at a later date.



**FIGURE 2 – MAP LOCATION
CLEEK ROAD:
ROAD IMPROVEMENTS – PHASE II**

CITY OF KINGSPORT, TENNESSEE

NO SCALE

26 AUGUST 2011



AGENDA ACTION FORM

Consideration of an Ordinance Amending the Kingsport Code of Ordinances Sections 38-85 through 38-350 Pertaining to Stormwater Management

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager *John G. Campbell*

Action Form No.: AF-316-2012
 Work Session: November 5, 2012
 First Reading: November 6, 2012
 Final Adoption: November 20, 2012
 Staff Work By: Dan Wankel
 Presentation By: Ryan McReynolds

Recommendation: Approve the ordinance.

Executive Summary:

In 2008 the BMA approved a Comprehensive Stormwater Management Ordinance as required by the Stormwater Permit issued to the City by the Tennessee Department of Environment and Conservation (TDEC). As part of TDEC's reissuance of the city's Stormwater Permit (NPDES TNS075388) some changes to the City's Stormwater Management Ordinance are required. The amendment to sections 38-85 through 38-350 of the City's Code of Ordinances reflects the changes required by the permit and updates the terminology in the Ordinance.

Approval of the ordinance is one (1) step in complying with the terms of the new permit issued by TDEC. Additionally, as part of the requirements of the new permit; a separate action is before the BMA to amend Resolution 2008-134 pertaining to the City's Enforcement Response Plan.

Attachments:

1. Ordinance
2. Tracked Changes to Stormwater Ordinance (additions in blue, deletions in red)

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—



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Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTIONS 38-85 THROUGH 38-350 PERTAINING TO THE PROVISION OF STORMWATER MANAGEMENT FOR THE CITY OF KINGSPORT; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, a stormwater management ordinance is needed to regulate stormwater drainage and treatment facilities, erosion prevention and sediment control, illicit discharge, grading, excavation, clearance, and other alteration of the land in order to limit the dangers of personal injury, property or environmental damage that may be caused by stormwater runoff; and

WHEREAS, the ordinance is needed to comply with state and federal regulations of the Clean Water Act; and

WHEREAS, the ordinance is needed to secure eligibility for flood insurance under Public Law 1016, 84th Congress which will promote the public health, safety, and general welfare of the citizens of the City of Kingsport; and

WHEREAS, the Tennessee Department of Environment and Conservation has issued a new NPDES General Permit for Small Municipal Storm Sewer Systems to the City of Kingsport; and

WHEREAS, the permit necessitates some changes to the ordinances governing stormwater management.

Now therefore,

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That Sections 38-85 through 38-350, Chapter 382, Article III of the Code of Ordinances, City of Kingsport, Tennessee, is amended as follows:

ARTICLE III. STORMWATER MANAGEMENT

DIVISION 1. GENERALLY

Sec. 38-85. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active channel means the area of the stream that is most subject to water flow and that includes the portion of the channel below the top of bank.

Aquatic resource alteration permit (ARAP) means a permit issued by the state department of environment and conservation (TDEC) for physically altering waters (streams and wetlands) of the state.

As-built certification means as-built, field-verified plans signed and sealed by a

registered professional engineer and/or a registered land surveyor, both licensed to practice in the state, showing contours, elevations, grades, locations, drainage and hydraulic structures, and detention basin volumes.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, structural controls and other management practices designed to prevent or reduce the discharge of pollutants to waters of the state. BMPs may include structural devices, such as stormwater management facilities, non-structural practices such as buffers or natural open spaces, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Borrow Pit means an excavation from which erodible material (typically soil) is removed to be used as fill for another site, and there is no processing or separation of erodible material conducted at the site, and is considered a construction activity for the purposes of this article.

Buffer Zone means a setback from the top of the water body's bank of undisturbed vegetation, including trees, shrubs and herbaceous vegetation; enhanced or restored vegetation; or the reestablishment of native vegetation bordering streams, ponds, wetlands, springs, reservoirs or lakes, which exists or is established to protect those water bodies.

Building official means the city's representative charged with issuing land disturbing permits.

CFR means the Code of Federal Regulations.

Channel means a natural or manmade watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.

City manager means the manager of the city or designee.

Clearing.

(1) The term "clearing" means, in the definition of discharges associated with construction activity, the removal of vegetation and/or disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of nonconstruction activities; for instance, cleared forested land in order to convert forest land to pasture for wildlife management purposes.

(2) The term "clearing" does not refer to clearing of vegetation along roadways, highways or powerlines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces.

Commencement of construction or commencement of land disturbing activities means the initial disturbance of soils associated with clearing, grading or excavating activities or other construction activities.

Construction means any placement, assembly or installation of facilities or equipment (including contractual obligations to purchase such facilities or equipment) at the premises where such equipment will be used, including preparation work at such premises.

Construction-related wastes means refuse or unused materials that result from construction activities. The term "construction-related wastes" can include, but are not limited to, unused building and landscaping materials, chemicals, litter, sanitary waste and concrete truck washout.

Contaminant means any physical, chemical, biological or radiological substance or matter in water.

Conveyance means the capacity of a channel or a pipe to carry stormwater.

Covenants for permanent maintenance of stormwater facilities and best management practices means a legal document executed by the property owner, a homeowners' association or person as owner of record, and recorded with the county (Sullivan or Hawkins) register of deeds which guarantees perpetual and proper maintenance of stormwater facilities and best management practices.

Cross drain means a pipe used to convey stormwater from one side of a roadway to another. A cross drain can also be called a "culvert."

Design professional means an engineer, landscape architect, or architect competent in civil and site design and licensed to practice in the state.

Development means any land change that alters the hydrologic or hydraulic conditions of any property, often referred to as site development. The term "development" includes, but is not limited to, providing access to a site, clearing of vegetation, grading, earth moving, providing utilities, roads and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

Director means the public works director or designee who is responsible for the approval of development and redevelopment plans, and implementation of the provisions of this article.

Discharge means to dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked or placed by any means including any direct or indirect entry of any solid or liquid matter into the stormwater system by any means intentional or otherwise.

Disturbed area means the portion of any site that has been altered from existing conditions, including but not limited to the following: providing access to a site, clearing of vegetation, grading, earth moving, providing utilities and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

Drainage basin means the area contributing stormwater runoff to a single point.

Drainage system means the system of pipes, channels, culverts and ditches that convey stormwater from and through public and private land in the city.

Erosion means the removal of soil particles by the action of water, air, ice, gravity or other geological agents, whether naturally occurring or acting in conjunction with or promoted by manmade activities or effects.

Excavation means a cavity or hole in the land surface that is caused by the cutting, digging, or scooping and removal of soil, rock or other materials.

Filling means any deposit or stockpiling of dirt, rocks, stumps or other natural or manmade solid waste material.

Grading means any clearing, excavating, filling or other disturbance of terrain.

Hazardous substance means any substance designated under 40 CFR 116, as amended, pursuant to section 116 of the Federal Clean Water Act.

High quality waters means the surface waters of the state that are identified by TDEC as high quality waters. Characteristics of high quality waters are listed at Tenn. Comp. Rules and Regs. § 1200-4-3-.06. Characteristics include:

- (1) Waters designated by the water quality control board as outstanding national resources waters (ONRW);
- (2) Waters that provide habitat for ecologically significant populations of certain aquatic or semi-aquatic plants or animals;
- (3) Waters that provide specialized recreational opportunities; waters that

possess outstanding scenic or geologic values; or

(4) Waters where existing conditions are better than water quality standards.

High quality waters are sometimes referred to as tier II or tier III (ONRW) waters.

Hotspot means an area where the land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

Human occupancy means any portion of any enclosed structure wherein humans principally live, work or sleep such as mobile homes, residential activities, basements, health care facilities, restaurants, office buildings, etc.

Illicit connections means illegal and/or unauthorized connections to the municipal separate storm sewer system whether or not such connections result in discharges into that system.

Impaired water means waters of the state not meeting their prescribed uses.

Impervious area means impermeable surfaces which prevent the percolation of water into the soil including, but not limited to, pavement, parking areas and driveways, packed gravel or soil, or rooftops.

Illicit discharge means an intentional or unintentional discharge of water into the municipal separate storm sewer system that is not composed entirely stormwater, except as otherwise set out in section 38-314(b).

Inspector means a person that has successfully completed (has a valid certification from) the "Fundamentals of Erosion Prevention and Sediment Control Level I" course or equivalent course.

Lake means an inland body of standing water, usually of considerable size.

Land disturbing activity means any activity on a property that results in a change in the existing soil (both vegetative and nonvegetative) and/or the existing soil topography. The term "land disturbing activities" include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, logging and/or tree chipping operations (excluding silviculture operations), haul roads associated with the development and excavation.

Land disturbing permits means a building, demolition or grading permit approved by the director and issued by the building official, authorizing commencement of land disturbing activities.

Municipal separate storm sewer system. (MS4) means a conveyance or system of conveyances (including roads with drainage systems, streets, catchbasins, curbs, gutters, ditches, constructed channels, and storm drains) designed or used for collecting or conveying stormwater.

National Pollutant Discharge Elimination System. (NPDES) means the program administered by the United States Environmental Protection Agency to eliminate or reduce pollutant discharges to the waters of the United States.

NOC means the notice of coverage from the state department of environment and conservation (TDEC).

NOT means the notice of termination from the state department of environment and conservation (TDEC).

Obstruction means the accumulation of debris, whether intentional or otherwise, resulting in the interference of flow through a watercourse.

Outfall means the terminus of a stormwater system where the contents are released into a larger public or private stormwater management system, or into a stream.

Owner / operator/ person (owner) means any party associated with a construction project that meets any of the following two criteria:

- (1) The party has operational control over construction plans and specifications, including the ability to authorize modifications to those plans and specifications

(this will typically be the owner or developer);

(2) The party has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a stormwater pollution prevention plan (SWPPP) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). (This will typically include the general contractor and would also include erosion prevention and sediment control contractors); or

(3) Any individual, firm, corporation, partnership, association, organization or entity, including governmental entities or any combination thereof.

Peak discharge means the maximum, instantaneous rate of flow of water at a particular point resulting from a storm event. The term "peak discharge" also means the maximum discharge computed for a given design flood event.

Plan means the stormwater management plan.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste or any other substance that is detrimental to the quality of the waters of the state.

Pond means an inland body of standing water that is usually smaller than a lake.

Priority construction activity means land disturbing activities that are located in a watershed that discharges directly into waters recognized by the state as impaired for siltation, or high quality waters. A property is considered to have a direct discharge, if stormwater runoff from the property does not cross any other property before entering the water of the state.

Public water means stormwater runoff that originates in whole or in part from or is conveyed by publicly owned facilities such as roads.

Redevelopment means the improvement of a lot or lots that have been previously developed.

Rip rap means a combination of large stone, cobbles and boulders used to line channels, stabilize stream banks, and reduce runoff velocities.

Runoff means the water resulting from precipitation that is not absorbed by the soil.

Sanitary sewer means a system of underground conduits that collects and delivers wastewater from toilets, sinks and other plumbing fixtures to a wastewater treatment plant.

Sediment means solid material, either mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by erosion.

Sewage means human wastes carried by water from residences, buildings, industrial establishments or other places, together with such industrial wastes, stormwater or other water as may be present; or any substance discharged from a sanitary sewer collection system.

Sinkhole means a depression characterized by closed contours on a topographic map. A sinkhole throat, or opening to the subsurface, may or may not be visible. Field verification may be required in areas where the depth of the depression is below the tolerance of currently available topographic mapping. The extent of the area considered to be a sinkhole is, at a minimum, the limits determined by the 100 year water surface elevation, assuming plugged conditions (zero cubic feet per section (cfs) outflow).

Special flood hazard area means the land in the floodway and/or floodplain that is subject to flooding during the 100 year frequency storm. The areas of special flood hazard identified by FEMA in its flood hazard boundary map dated April 2, 1981, and

any revisions thereto, are adopted by reference and declared to be a part of this article.

Stormwater means runoff from rain, snow or other forms of precipitation, which results in surface runoff and drainage.

Stormwater management facilities means structures and constructed features designed for the collection, conveyance, storage, treatment and disposal of stormwater runoff into and through the stormwater system. The term "stormwater management facilities" include, structural or nonstructural measures, or both, to control the increased volume, rate and quality of stormwater runoff caused by manmade changes to the land.

Stormwater management manual (manual) means the document, as amended from time to time, adopted by the city to provide guidance in understanding and implementing the requirements for stormwater management.

Stormwater management plan (plan) means an engineering plan for the design of stormwater management facilities and best management practices for a proposed development or redevelopment. The term "plan" includes a map showing the extent of the land development activity, stormwater management facilities, and may contain as-built certifications and covenants for permanent maintenance of stormwater facilities and best management practices.

Stormwater master plan means an engineering and planning study for the drainage system of a watershed that consists of a plan for stormwater management in the watershed. The stormwater master plans can address flooding problems, water quality problems, potential stormwater capital improvements, land use patterns and regulatory issues for existing and future conditions.

Stormwater pollution prevention plan (SWPPP) means a written plan (including site maps, plats, drawings or other graphic representations) that identifies construction/contractor activities that could cause pollutants in the stormwater, and a description of best management practices to control these pollutants and keep sediments on site. The SWPPP shall be prepared in accordance with the Tennessee Erosion Prevention and Sediment Control Handbook, as amended from time to time, and Section 3 of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.

Storm water system means the system of roadside drainage, roadside curbs and gutters, curb inlets, swales, catchbasins, culverts, cross drains, headwalls, junction boxes, outlets, manholes, gutters, ditches, pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, water quality best management practices and similar conveyances and facilities, both natural and manmade, located within the city which are designated or used for collecting, storing, or conveying stormwater, or through which stormwater is collected, treated, stored or conveyed, whether owned or operated by the city or other owner/operator/ person.

Stream means, for the specific purpose of water quality buffers, a linear surface water conveyance that can be characterized with either perennial or ephemeral base flow and:

- (1) Is regulated by the city as a special flood hazard area (SFHA); or
- (2) Is, or has been, identified by the city, U.S. Army Corps of Engineers (USACE) or TDEC as a stream.

Structure means anything constructed or erected such that the use of it requires a more or less permanent location on or in the ground.

Subdivision means the division, subdivision or resubdivision of any lot or parcel of land as defined in the "Subdivision Regulations of the City of Kingsport and its Planning Region," on file in the city clerk's office.

Surface water means waters upon the surface of the earth in bounds created naturally or artificially.

TDEC means the Tennessee Department of Environment and Conservation.

Top of bank means the uppermost limit of the active channel of a stream containing normal flows, usually marked by a break in slope.

Total maximum daily load (TMDL) means a calculation of the maximum amount of a pollutant that a body of water can receive and still meet water quality standards, and an allocation of that amount to the source of the pollutant.

Transporting means any moving of earth materials from one place to another, other than such movement incidental to grading, as authorized on an approved plan.

USACE means the United States Army Corps of Engineers.

Utility, public or private, means any agency which under public franchise or ownership, or under certification of convenience and necessity provides the public with electricity, natural gas, steam, communication, rail transportation, water, sewage collection or other similar service.

Vegetation means an intentionally cultivated collection of plant life, including trees, shrubs, bushes, and grass, but does not include plant life that was not intentionally planted.

Waste Site means an area where waste material from a construction site is stored or deposited of, and when the material is erodible, such as soil, the site must be treated as a construction site.

Water quality volume means the volume of stormwater runoff from a proposed development or redevelopment that must be controlled for water quality treatment.

Water quality volume credit area means an area within the proposed development or redevelopment for which a reduction of the water quality volume can be obtained.

Watercourse means a channel, natural depression, gully, stream, creek, pond, reservoir or lake in which stormwater runoff and floodwater flows either regularly or infrequently. The term "watercourse" includes major drainageways for carrying urban stormwater runoff.

Waters or waters of the state means any and all waters, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon the state or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

Watershed means a region or area bounded peripherally by a divide and draining ultimately to a particular watercourse or body of water.

Wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetland determination shall be made by the United States Army Corps of Engineers, and/or the state department of environment and conservation, and/or the natural resources conservation service.

Sec. 38-86. Purpose.

It is the purpose of this article to:

(1) Apply to all areas located within the jurisdiction of the city.

(2) Protect, maintain, and enhance the environment of the city and the public health, safety and the general welfare of the citizens of the city, by controlling discharges of pollutants to the public stormwater system, with the intent of maintaining and improving the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and

groundwater of the state in the city.

(3) Enable the city to comply with the National Pollution Discharge Elimination System (NPDES) permit and applicable regulations, 40 CFR 122.26 for stormwater discharges.

(4) Allow the city to exercise the powers granted in T.C.A. § 68-221-1105, which provides that, among other powers municipalities have with respect to stormwater facilities, is the power by ordinance or resolution to:

- a. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the municipality, whether or not owned and operated by the municipality;
- b. Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, which may include the adoption of a system of fees for services and permits;
- c. Establish standards to regulate the quantity and contaminants of stormwater as may be necessary to protect water quality;
- d. Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
- e. Issue permits for stormwater discharges or for the construction, alteration, extension, or repair of stormwater facilities;
- f. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution or condition of the permit; and
- g. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

Sec. 38-87. Responsibility.

Nothing in this article shall be construed to imply a warranty or the assumption of responsibility on the part of the city for the suitability, fitness or safety of any structure with respect to flooding, water quality, or structural integrity. This article is a regulatory instrument only, and is not to be interpreted as an undertaking by the city to design any structure or facility.

Secs. 38-88 - 38-117. Reserved.

DIVISION 2. ADMINISTRATION

Sec. 38-118. Duties and authority of director.

(a) The director has the authority to adopt additional policies, criteria, specifications, standards, rules, regulations, and guidance for the proper implementation of the requirements of this article and the stormwater management manual. The manual shall be enforceable, consistent with other provisions of this article, as if it were a part of this article.

(b) The director shall have the authority to prepare, or have prepared, master plans for drainage basins and to establish regulations or direct capital improvements to carry out said master plans.

(c) In the event that the director determines that a violation of any provision of this article has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the director may issue enforcement responses as defined in division 10 of this article, pertaining to enforcement, to the owner subject to the right of appeal set out in section 38-343.

(d) The director and the staff under the director's supervision shall administer the

provisions of this article.

Sec. 38-119. Stormwater appeals board--Established; composition.

(a) There is created and established, pursuant to T.C.A. § 68-221-1106 et seq., the stormwater appeals board, referred to in this article as "appeals board," which shall be composed of four members as follows:

- (1) A member of the board of mayor and alderman, who shall serve as chairperson, but shall have no vote unless there is a tie among voting members;
- (2) A member of the planning commission;
- (3) The head of the planning department, currently called "planning and community development director"; and
- (4) The building official.

(b) All appeals board members shall serve without pay or other compensation.

(c) The appeals board shall promulgate such procedural rules as may be deemed necessary in the interest of justice, fairness and impartiality.

(d) All members of the appeals board, except the planning director and building official shall be appointed by the mayor, subject to confirmation by the board of mayor and aldermen.

Sec. 38-120. Same--Duties and authority.

The appeals board shall have the power, duty and responsibility to:

- (1) Hear appeals from orders issued by the director assessing penalties, damages or revoking or modifying permits;
- (2) Affirm, modify or revoke such actions or orders of the director;
- (3) Issue notices of appeals and subpoenas requiring attendance of witnesses and the production of evidence;
- (4) Administer oaths and examine witnesses;
- (5) Take such testimony as the appeals board deems necessary; and
- (6) Hear appeals of owners for the purpose of reviewing the denial of a permit or imposition of terms or conditions in permits or any exceptions granted by the director.

Secs. 38-121 - 38-138. Reserved.

DIVISION 3. STANDARDS AND SPECIFICATIONS

Sec. 38-139. General requirements.

(a) Owners of land development activities not exempted under section 38-141 must submit a stormwater management plan. The plan shall be submitted as part of the preliminary development plan to the city, as required by Chapter 114 of the Code of Ordinance, as amended.

(b) The plan shall include the specific required elements that are listed and/or described in the stormwater management manual. The director may require submittal of additional information in the plan as necessary to allow an adequate review of the existing or proposed site conditions.

(c) The plan shall be subject to any additional requirements set forth in the minimum subdivision regulations, design standards, chapter 114, pertaining to zoning, or other city regulations.

(d) Stormwater management plans shall be prepared and stamped by a design professional. Portions of the plan that require hydraulic or hydrologic calculations and design shall be prepared and stamped by a professional engineer competent in

civil and site design and licensed to practice in the state.

(e) The approved plan shall be adhered to during grading and construction activities. Under no circumstances is the owner or operator of land development activities allowed to deviate from the approved plan without prior approval of a plan amendment by the director.

(f) The approved plan shall be amended if the proposed site conditions change after plan approval is obtained, or if it is determined by the director during the course of grading or construction that the approved plan is inadequate.

(g) The plan shall include a listing of any legally protected state or federally listed threatened or endangered species and/or critical habitat (if applicable) located in the area of land disturbing activities, and a description of the measures that will be used to protect them during and after grading and construction.

(h) Stormwater management facilities, BMPs, buffer zones and water quality volume credit areas shall be maintained through the declaration of a protective covenant, entitled covenants for permanent maintenance of stormwater facilities and BMP's, which must be approved and shall be enforceable by the city. The covenant shall be recorded with the deed and shall run with the land and continue in perpetuity.

(i) Stormwater management facilities, BMPs, buffer zones and areas that receive water quality volume reductions shall be placed into a permanent stormwater easement that is recorded with the deed to the parcel and held by the city.

(j) A maintenance right-of-way or permanent easement of sufficient width shall be provided for vehicular and equipment ingress and egress for maintenance or access to all stormwater management facilities, BMPs and areas that receive water quality volume reductions from a driveway, public or private road.

(k) Owners of land development activities not exempted from submitting a stormwater management plan may be subject to additional watershed or site-specific requirements than those stated in section 38-140 in order to satisfy local or state NPDES, TMDL or other regulatory water quality requirements for developments or land uses that are considered pollutant hotspots, discharging to critical areas with sensitive resources or in areas where the director has determined that additional restrictions are needed to limit adverse impacts from the proposed development on water quality or channel protection.

(l) The director may waive or modify any of the requirements of this division if adequate water quality treatment and/or channel protection is suitably provided by a downstream or shared off-site stormwater facility, or if engineering studies determine that installing the required stormwater management facilities would actually cause adverse impact to water quality, increased channel erosion or downstream flooding.

(m) This article is not intended to repeal, abrogate or impair any existing easements, covenants, deed restrictions or existing ordinances and regulations. However, where a provision of this article and other regulations conflict or overlap, the provision that is more restrictive or imposes higher standards or requirements on the owner shall control. The owner is required to notify the director of any such regulatory conflicts upon submittal of the plan.

Sec. 38-140. Design criteria.

(a) All developments or redevelopments that must submit a stormwater management plan shall provide water quality treatment in accordance with the following requirements:

- (1) Stormwater runoff from the development or redevelopment site must be treated for water quality prior to discharge from the development or redevelopment site in accordance with the stormwater treatment standards and

criteria provided in the manual.

(2) Water quality treatment shall be achieved through the use of one or more structural and/or nonstructural BMPs that are designed and constructed in accordance with the criteria, guidance, and specifications provided in the manual.

(3) Stormwater quality control methods, designs or technologies not provided in the manual may be submitted for approval if it is proven that such alternatives will meet or exceed the water quality control requirements set forth in the manual and this chapter.

(4) BMPs shall not be installed within public rights-of-way or on public property without prior approval of the director.

(b) All developments or redevelopments that must submit a plan shall provide downstream channel protection using the design criteria and guidance provided in section 3.4 of the manual.

(c) All developments and redevelopments that must submit a plan shall provide a downstream impact analysis addressing overbank flood control in accordance with section 3.5 of the manual.

(d) All developments or redevelopments that must submit a plan shall establish, protect and maintain a buffer zone, in accordance with the policies criteria and guidance set forth in the manual. Exemptions from this requirement are as follows:

(1) The perimeter of ponds that have no known connection to streams, other ponds, lakes or wetlands.

(2) Stormwater management facilities or BMPs that are designed, constructed and maintained for the purposes of stormwater quality and/or quantity control, unless expressly required by the design standards and criteria for the facility are provided in the manual.

(e) In addition to the requirements set forth in subsections (a) through (d) of this section, all developments or redevelopments that must submit a stormwater management plan shall include the following:

(1) Account for both on-site and off-site stormwater;

(2) Maintain natural drainage divides and hydrologic characteristics;

(3) Provide soils information; and

(4) Control stormwater runoff and provide peak discharge/volume control in accordance with this article using:

a. Predeveloped conditions unless otherwise specified by the director;

b. NOAA Atlas 14 rainfall data;

c. Two, five, ten, 25 and 100 year rainfall events or equivalent hydrologic modeling;

d. Longitudinal storm drains designed for a ten-year frequency storm, provided that no residential or commercial structures are flooded by a 100 year frequency storm;

e. Roadway cross drains designed for a ten-year frequency storm for a local street and 100 year frequency storm for a collector street, provided no residential or commercial structures are flooded by the 100 year frequency storm. All tiles lying under the roadway shall be reinforced concrete pipe unless otherwise approved by the director;

f. Drainage easements delineating the 100 year frequency storm flood fringe to prevent flooding and future disturbance; and

g. Pipe materials approved by the director.

(f) All structures or fill located in floodways designated by the federal flood insurance study shall be designed to pass a 100 year frequency flood and adhere to all local

floodplain development requirements in accordance with city regulations.

(g) The rational method shall be used to determine peak flow rates only. National Resource Conservation Service (NRCS) methods and those provided in the manual for water quality and channel protection shall be used in determining storage requirements.

(h) All supporting hydrologic and hydraulic assumptions shall be submitted, as well as all maps and references used in calculations.

(i) The design must not adversely affect adjacent or neighboring properties.

Sec. 38-141. Exemptions.

(a) Developments and redevelopments that conform to the criteria in subsection (c) of this section are exempt from the requirements of this chapter, unless the director has determined that stormwater quality management is needed to satisfy local or state NPDES, TMDL or other regulatory water quality requirements, or the proposed development will be a pollutant hotspot, or to limit adverse stormwater quality or channel protection impacts of the proposed development.

(b) The exemptions listed in subsection (c) of this section shall not be construed as exempting these developments and redevelopments from compliance with stormwater requirements stated in the minimum subdivision regulations, chapter 114, pertaining to zoning, or other city regulations.

(c) The following developments and redevelopments are exempt from the requirements for a stormwater management plan:

(1) Residential or nonresidential developments or redevelopments that disturb less than one acre of land and are not part of a larger common plan of development or sale that would disturb one acre or more;

(2) Minor land disturbing activities such as residential gardens and residential or nonresidential repairs, landscaping or maintenance work;

(3) Individual utility service connections, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot for which a stormwater management plan would otherwise be required;

(4) Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting or filling of a lot for which a stormwater management plan would otherwise be required;

(5) Installation of posts or poles;

(6) Farming activities, existing nursery and agricultural operations, but not including construction conducted as a permitted principal or accessory use by chapter 114, zoning;

(7) Emergency work to protect life, limb or property, and emergency repairs, provided that the land area disturbed shall be shaped and stabilized in accordance with city requirements as soon as practicable;

(8) Additions or modifications to existing, individual, single-family structures;

(9) Silvicultural activities;

(10) State and local roadways; and

(11) State and federal projects subject to the submission requirements of TDEC.

Sec. 38-142. Special pollution abatement requirements.

(a) A special pollution abatement plan shall be required for the following land uses, which are considered pollutant hotspots:

(1) Vehicle, truck or equipment maintenance, fueling, washing or storage areas, including but not limited to:

- a. Automotive dealerships;
 - b. Automotive repair shops; and
 - c. Carwash facilities;
- (2) Recycling and/or salvage yard facilities;
- (3) Restaurants, grocery stores and other food service facilities;
- (4) Commercial facilities with outside animal housing areas, including animal shelters, fish hatcheries, kennels, livestock stables, veterinary clinics or zoos; and
- (5) Other producers of pollutants identified by the director as a pollutant hotspot using information provided to or collected by the director, or reasonably deduced or estimated by the director from engineering or scientific study.
- (b) A special pollution abatement plan may be required for land uses or activities that are not identified by this article as hotspot land uses, but are deemed by the director to have the potential to generate highly contaminated runoff with concentrations of pollutants in excess of those typically found in stormwater.
- (c) The special pollution abatement plan shall be submitted as part of the stormwater management plan, and the BMPs submitted on the plan shall be subject to all other provisions of this article. Technical requirements for the plan shall be based on the provisions and guidelines set forth in the stormwater management manual.
- (d) BMPs specified in the special pollution abatement plan must be appropriate for the pollutants targeted at the site and must be approved with the stormwater management plan.
- (e) A special pollution abatement plan will be valid for a period of five years, at which point it must be renewed. At the time of renewal, any deficiency in the pollutant management method must be corrected.

Sec. 38-143. Sinkhole requirements.

The following sinkhole and drainage well plan information or approval from the appropriate regulating agency must be provided prior to the alteration of the natural drainage for watershed discharging to such features as sinkholes and drainage wells:

- (1) Proposed on-site and offsite drainage channels that are tributary to a sinkhole throat or drainage well inlet shall be delineated, along with appropriate hydraulic calculations to define the existing and altered (if appropriate) 100 year floodplain and to confirm that off-site flooding will not be increased;
- (2) Detailed contours are to be shown for all sinkholes that are to receive stormwater runoff from the site. These contours are to have a maximum interval of two feet and are to be verified by field surveys;
- (3) A geologic investigation of all sinkholes receiving stormwater runoff from the site shall be performed. The report from this investigation shall be signed and sealed by a registered professional experienced in geology and groundwater hydrology and shall contain the following:
- a. Location and nature of aquifers;
 - b. Potential for siltation problems;
 - c. Foundation problems that may be expected around sinkholes;
 - d. Details of drainage structures to be built in sinkholes;
 - e. Any other factors relevant to the design of drainage from sinkholes;
 - f. Plans showing the 100 year flood-plain;
 - g. The 100 year floodplain shall be designated as a drainage easement on final subdivision plat; and
 - h. Details of plan for grading and clearing of vegetation within the 100 year

floodplain;

(4) Compliance with any and all conditions that may be required by the federal government or the state shall be documented. The state division of groundwater is the primary regulatory agency for sinkholes and drainage wells. Drainage into a sinkhole may require a permit for a Class V well under rules for underground injection control (UIC); and

(5) Demonstration that development will not occur within the area flooded by the 100 year flood. The 100 year flood elevation may be lowered by construction of a detention pond. Calculations that document a lowering of the 100 year flood elevation shall be based on the 100 year, 24 hour storm using an appropriate safety factor for discharge into the sinkhole.

Sec. 38-144. Drainage requirements.

(a) Drainage pipe, appurtenances and any other material shall be provided by the owner wherever a ditch, swale, etc., is to be encased and used for conveyance purposes in the public right-of-way. The following criteria apply:

- (1) The director will specify the size and type of pipe;
- (2) The city will install the pipe at the director's discretion; and
- (3) The owner is responsible for any finishing (asphalt replacement, landscaping, etc.) work.

(b) Private drainage systems, where drainage originates in its entirety on private property and terminates on same said property, shall be the sole responsibility of the owner.

(c) Private drainage originating on private property and draining to an adjacent parcel of private property shall be resolved by the owners involved.

(d) In cases where flooding stemming from the drainage system or streams are of significant magnitude, the health and welfare of private and/or public property may prompt the city to participate in mitigating the frequency and effects. All such projects shall meet with the approval of the director prior to implementation.

(e) The requirements of subsections (a) through (d) of this section may be waived and emergency measures taken to protect the public safety during those circumstances in which, due to unforeseen events, development and/or acts of nature, the public welfare requires it. The director and/or city manager shall have the power to exercise all due discretion, judgment and executive directives to address any such situation and/or emergency.

(f) No watercourse shall be obstructed.

(g) Stormwater drainage shall not:

- (1) Adversely impact adjacent properties or public rights-of-way;
- (2) Circumvent stormwater management facilities for which that flow contribution was designed; or
- (3) Be directed through a curb without a permit approved by the director.

(h) Additional curbing to control stormwater shall be installed only with approval of the director.

Secs. 38-145 - 38-171. Reserved.

DIVISION 4. PERMITS

Sec. 38-172. General requirements.

Owners who hold NPDES general, individual and/or multisector permits shall provide either a copy of such permit or the permit number assigned to them by the state

department of environment and conservation to the director no later than 60 calendar days after issuance of the permit.

Secs. 38-173--38-197. Reserved.

DIVISION 5. EROSION AND SEDIMENT CONTROL

Sec. 38-198. General requirements.

(a) Land disturbing activity or construction that in any way causes off-site sedimentation or sediment discharges to waters of the state or that causes the city to be in violation of its NPDES general permit for discharges from small municipal separate storm sewer systems, or its replacement, shall be a violation of this article.

(b) No owner of any property within the city shall commence land disturbing activity greater than or equal to one acre unless a land disturbing permit is issued by the building official; provided this subsection (b) shall not apply if the land disturbance is less than one acre if part of a larger common plan of development or sale that would disturb one acre or more, or is a small lot as set out in section 38-202. The issuance of a land disturbing permit shall be conditioned upon the receipt and approval by the director of a stormwater pollution prevention plan (SWPPP), an NOC provided by TDEC and perimeter controls are in place and properly functioning.

(c) The city shall serve as the plan approval agency only, and in no instance are its regulations to be construed as designing erosion prevention and sediment control measures or other stormwater management facilities.

(d) No building permit, where applicable, shall be issued until the owner has obtained and is in compliance with the land disturbing permit.

(e) All land disturbing activities shall employ adequate erosion prevention and sediment control BMPs.

(f) No land disturbing activities shall commence until a certified erosion prevention and sediment control inspector has been appointed by the owner and acknowledged by the director.

(g) The owner must notify the director ten working days in advance of the commencement of construction.

(h) A pre-construction meeting with construction site operators shall be held prior to commencement of land disturbing activity.

Sec. 38-200. Design criteria.

The city adopts as its erosion and sediment control design standards and best management practices manual the TDEC Erosion Prevention and Sediment Control Handbook, as amended.

Sec. 38-201. Stormwater pollution prevention plan (SWPPP).

(a) The requirements of the plan are as follows:

(1) The SWPPP shall be sealed by a qualified design professional licensed in the state provided the narrative portion of the SWPPP may be prepared by an individual that has a working knowledge of erosion prevention and sediment controls, such as a Certified Professional or a person that has successfully completed the Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites course;

(2) BMPs shall meet or exceed the requirements of the TDEC Erosion Prevention and Sediment Control Handbook;

(3) The SWPPP shall include measures to address legally protected state or federally listed threatened or endangered aquatic fauna and/or critical habitat, if

applicable;

(4) The SWPPP shall be subject to any additional requirements set forth in the city's subdivision regulations, chapter 114, zoning, or other city ordinances or regulations; and

(5) Construction at the site in accordance with the approved plan must commence within one year from the issue date of the grading permit, or the grading permit will become null and void and the plan must be resubmitted for approval.

(b) At a minimum, stormwater pollution prevention plans shall include the following:

- (1) Existing site conditions;
- (2) Project description;
- (3) Site maps revealing existing and proposed topographic contours at two-foot intervals;
- (4) Runoff calculations using NOAA Atlas 14 rainfall data;
- (5) Site description;
- (6) Description of stormwater runoff controls;
- (6) Erosion prevention and sediment control measures;
- (7) Stormwater management measures;
- (8) Stabilization practices;
- (9) Structural practices;
- (10) Stormwater management measures
- (11) Special requirements if discharging into impaired waters;
- (12) Materials management plan;
- (13) Compliance with federal, state and local regulations;
- (14) Inspection and maintenance procedures;
- (15) Pollution prevention measures for nonstormwater discharges;
- (16) TMDL documentation;
- (17) A copy of the state construction general permit notice of intent (NOI) submitted to TDEC for the land disturbing activities; and
- (18) Any other information deemed necessary and appropriate by the owner or requested by the director.

Sec. 38-202. Small lot erosion prevention and sediment control plan.

(a) Land disturbing activities that affect less than one acre and are not part of a larger common plan of development or sale where BMPs are continuing to be implemented on site, submission and approval by the director of a small lot erosion prevention and sediment control plan is required prior to obtaining a building or land disturbing permit from the building official.

(b) At a minimum, the small lot erosion prevention and sediment control plans shall include the following:

- (1) Address/location of land disturbing activity.
- (2) Owner's name and contact information;
- (3) Building, grading or demolition permit number (if available);
- (4) Location of streams, wetlands, ponds, sinkholes, easements, existing drainage structures with respect to the site;
- (5) A description of erosion prevention and sediment control measures;
- (6) Approximate disturbed area limits;
- (7) Location of silt fences;
- (8) Location of stabilized construction exits;
- (9) Roof drainage accommodations.

- (c) The small site erosion prevention and sediment control plan shall be provided before the issuance of a building permit.
- (d) The director has the discretion to require a fully engineered erosion prevention and sediment control plan.

Sec. 38-203. Land disturbing requirements.

(a) *Land disturbing activity subject to approval.* Except as otherwise provided in this section, an owner shall not initiate any land disturbing activity until the city has issued written approval by the director, the SWPPP is approved by the director and an NOC supplied (where applicable), the appropriate fees are paid and any required performance bond or financial assurance is provided, as may be required in section 38-347. Such permit shall expire two years from the date of issuance. Once a permit has expired, it is a violation to continue work on the property for which the permit has been granted without obtaining a renewal of such permit, which shall include the submission and approval of a plan as set out in this article and other requirements to obtain a permit as set out in or authorized by this article.

(b) *Certain activities excepted.* No approval shall be required for the following:

(1) *Building grading and excavation.* Finished grading and excavation below the finished grade for basements and footings of a single-family or duplex residential structure, for retaining walls, swimming pools, cemeteries for human or animal burial or accessory structures related to single-family residences or duplex structures authorized by a valid building permit, provided the disturbed material or fill is handled in such a manner as to conform to any approved erosion prevention and sediment control plan for the area or, where no such plan is in effect, such work must be done in a manner which presents no significant erosion hazard.

(2) *General excavation.* An excavation or fill, provided it:

- a. Is less than four feet in vertical depth at its deepest point, as measured from the original grade;
- b. Does not result in a total quantity of more than 100 cubic yards of material being removed from, or deposited on or disturbed on any lot, parcel or subdivision thereof;
- c. Does not constitute a potential erosion hazard or act as a source of sedimentation to any adjacent land or watercourse;
- d. Has no final slopes greater than or equal to one foot vertical in two feet horizontal;
- e. Has proper vegetative cover reestablished as soon as possible on all disturbed areas; and
- f. Has no fill placed on a surface having a slope steeper than three feet horizontal to one foot vertical.

(3) *Agricultural.* Accepted agricultural land management practices such as plowing, cultivation; construction of agricultural structures; nursery operations such as the removal and transplanting of cultivated sod, shrubs and trees; tree cuttings at or above existing ground level; and logging operations leaving the stump, ground cover and root mat intact.

(4) *Landscaping.* Grading, as a maintenance measure, or for landscaping purposes on existing developed lots or parcels, provided the aggregate area affected or stripped at any one time does not exceed 10,000 square feet and is not within a designated floodplain; the grade change does not exceed 18 inches at any point and does not alter the drainage pattern; vegetative cover is reestablished as soon as possible on all disturbed areas, use of kudzu is

prohibited; and the grading does not involve a quantity of material in excess of 100 cubic yards.

(5) *Utilities*. The installation of water and sewer lines, telephone lines, electricity lines, gas lines or other public service facilities.

Sec. 38-204. Compliance.

The owner is responsible for maintaining compliance with the approved SWPPP, and land disturbance permit. The approved SWPPP shall be followed during the entire duration of construction at the site. The director may require reports or records from the owner. No land disturbing activity shall be allowed to commence without prior SWPPP approval by the director.

Sec. 38-205. Amendments to the approved SWPPP.

(a) The owner must modify and update the SWPPP in accordance with section 3.4.1 of the state construction general permit No. TNR100000.

(b) The SWPPP, as amended, shall be submitted to the director for approval.

Secs. 38-206 - 38-233. Reserved.

DIVISION 6. AS-BUILT CERTIFICATIONS

Sec. 38-234. General requirements.

(a) Prior to the release of a performance bond required in section 38-347 or approval of final plat, an as-built certification shall be provided to the director, certifying that all drainage and treatment structures or facilities, BMPs, volumes, sizes, slopes, locations, elevations and hydraulic structures have been field verified, represent the as-built field conditions, and comply with the approved stormwater management plans, and that all required protective covenants have been properly filed with the appropriate register of deeds. Features such as roadway lines, grades, cross slopes, locations, contours, elevations, boundaries of buffer zones and areas that receive stormwater quality volume credits shall be provided to verify approved plans. Other contents of the as-built certification must be provided in accordance with guidance provided in the stormwater management manual.

(b) As-built certifications shall include sufficient design information to show that stormwater management facilities required by this article will operate as approved. This shall include all necessary computations used to determine percent pollutant removal, the flow rates and treatment volumes required to size stormwater management facilities and BMPs.

(c) The as-built certification must be stamped by the appropriate design professional required to stamp the original stormwater management plan, as stated in section 38-139(d).

(d) The owner shall also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

Secs. 38-235 - 38-261. Reserved.

DIVISION 7. INSPECTIONS AND MAINTENANCE

Sec. 38-262. Right-of-entry.

(a) During and after construction, the director may enter upon any property which has a stormwater management facility, BMP, buffer zone, water quality volume credit area, discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system, streams, natural drainageways or via any other private or public stormwater management system during all reasonable hours to inspect for compliance with the provisions of this article, or to request or perform corrective actions.

(b) Failure of an owner to allow such entry onto a property for the purposes set forth in subsection (a) of this section shall be cause for the issuance of a cease and desist order, withholding of a certificate of occupancy, and/or civil penalties and/or damage assessments in accordance with division 10 of this article.

Sec. 38-263. Requirements.

(a) The owners of stormwater management facilities, BMPs, buffer zones and water quality volume credit areas shall at all times inspect, properly operate and maintain all facilities and systems of stormwater treatment and control (and related appurtenances), and all vegetated buffers and water quality volume credit areas in such a manner as to maintain the full function of the facilities or BMP's which are installed or used by the owners to achieve compliance with this article.

(b) Inspection and maintenance of privately owned stormwater management facilities, BMP's, buffer zones and water quality volume credit areas shall be performed at the sole cost and expense of the owners of such facilities/areas.

(c) Inspection and maintenance shall be performed in accordance with specific requirements and guidance provided in the stormwater management manual. Inspection and maintenance activities shall be documented by the owner or their designee, and such documentation shall be maintained by the owner for a minimum of three years, and shall be made available for review by the director upon request.

(d) The director has the authority to impose more stringent inspection requirements as necessary for purposes of water quality protection and public safety.

(f) The removal of sediment and/or other debris from stormwater management facilities and BMP's shall be performed in accordance with all city, state, and federal laws. Guidelines for sediment removal and disposal are referenced in the stormwater management manual. The director may stipulate additional guidelines if deemed necessary for public safety.

(g) The director may order corrective actions as are necessary to properly maintain and operate erosion prevention and sediment control measures, BMP's stormwater management facilities, buffer zones and/or water quality volume credit areas within the city for the purposes of stormwater pollution prevention, water quality treatment, channel erosion protection, adherence to local performance standards and/or public safety. If the owner fails to perform corrective actions, the director shall have the authority to order the city or others to take corrective actions. In such cases where a performance bond exists, the city shall utilize the bond to perform the corrective actions. In such cases where a performance bond does not exist, the owner shall reimburse the city for all of its direct and related expenses. If the owner fails to reimburse the city, the city is authorized to file a lien for said costs against the property and to enforce the lien by judicial foreclosure proceedings.

(h) This article does not authorize access to adjoining private property by the owner or site operator. Arrangements concerning removal of sediment or pollutants on

adjoining property must be settled by the owner or operator with the adjoining land owner.

Secs. 38-264 - 38-289. Reserved.

DIVISION 8. PERMIT CONTROLS AND SYSTEM INTEGRITY

Sec. 38-290. General requirements.

(a) Any alteration, improvement, or disturbance to stormwater management facilities, buffer zones or water quality volume credit areas shown in as-built drawings shall be prohibited without written authorization from the director. This does not include alterations that must be made in order to maintain the intended performance of the stormwater management facilities or BMPs.

(b) Other state and/or federal permits that may be necessary for construction in and around streams and/or wetlands shall be approved through the appropriate lead regulatory agency prior to submittal of a stormwater management plan to the city.

Secs. 38-291 - 38-313. Reserved.

DIVISION 9. NONSTORMWATER DISCHARGES

Sec. 38-314. General requirements.

(a) Except as set out in subsection (b) of this section, no owner shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct, or continuance of any nonstormwater discharge to the municipal separate storm sewer system, whether intentional or not, is prohibited.

(b) For purposes of this article, the following are not illicit discharges unless identified as significant contributors of pollutants to the municipal separate storm sewer system:

- (1) Landscape irrigation or lawn watering with potable water;
- (2) Diverted stream flows permitted by the state;
- (3) Rising groundwater;
- (4) Groundwater infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
- (5) Pumped groundwater;
- (6) Foundation or footing drains;
- (7) Water discharged from crawl space pumps;
- (8) Air conditioning condensate;
- (9) Springs;
- (10) Individual, residential washing of vehicles;
- (11) Flows from natural riparian habitat or wetlands;
- (12) Swimming pools (if dechlorinated, less than one part per million chlorine);
- (13) Street cleaning and deicing;
- (14) From emergency firefighting activities;
- (15) Pursuant to a valid and effective NPDES permit issued by the state;
- (16) Discharges necessary to protect public health and safety, as specified in writing by the city;
- (17) Dye testing permitted by the city;
- (18) Water line flushing or other potable water sources;
- (19) Natural riparian habitat or wetland flows; and

(20) Discharges authorized by the Construction General Permit (CGP).

Sec. 38-315. Prohibition of illicit connections.

The construction, use, maintenance, and continued existence of illicit connections to the municipal separate storm sewer system are prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, even if the connection was permissible under law or practices applicable or prevailing at the time.

Sec. 38-316. Elimination of discharges or connections.

(a) Any owner of a property, which is, or may be, the source of an illicit discharge, may be required to implement, at such owner's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system.

(b) Any owner of a property or premises where an illicit connection is located shall be required, at such owner's expense, to eliminate the connection to the municipal separate storm sewer system.

(c) Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this article.

(d) No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the city.

Sec. 38-317. Notification of spills.

(a) Notwithstanding other requirement of law, when any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of a pollutant which results in, or may result in, a discharge into stormwater and/or the municipal separate stormwater system, such person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

(b) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of hazardous substance such person shall immediately notify emergency response agencies of the occurrence by emergency dispatch services, and shall notify the director no later than the next business day of the release of hazardous materials.

(c) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of nonhazardous substance such person shall notify the director no later than the next business day.

(d) Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the director within three business days of the telephone notice.

(e) If the discharge of a pollutant emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(f) Documented illicit discharges shall be responded to no more than seven days

from detection, and eliminated as soon as possible.

Sec. 38-318. Actions in violation of the city's NPDES permit.

Notwithstanding any other provision in this article, no person or entity shall allow any discharge into the municipal separate storm sewer system that would be a violation of the city's NPDES general permit for discharges from small municipal separate storm sewer system or would cause the city to be in violation of its permit.

Secs. 38-319 - 38-339. Reserved.

DIVISION 10. ENFORCEMENT

Sec. 38-340. Remedies nonexclusive.

The remedies provided for in this article are not exclusive and the director may take any, all or any combination of these actions against a noncompliant owner. The director is empowered to take more than one enforcement action against any noncompliant owner that is in violation.

Sec. 38-341. Adoption of response plan.

An enforcement response plan, including a schedule of civil penalties which may be assessed for certain specific violations or categories of violations, shall be established by resolution of the board of mayor and aldermen. Any civil penalty assessed to a violator pursuant to this section may be in addition to any other penalty assessed by a state or federal authority.

Sec. 38-342. Show cause hearing.

An owner that has been issued an assessment of damages or civil penalty or order under this article may within ten days from such action submit a written request to appear before the director and show cause why the proposed enforcement action should not be taken. Upon receipt by the director of a timely request for a show cause hearing the director shall within a reasonable time notify the owner of the time and place for the hearing. In the written request for a show cause hearing the owner is responsible for providing the director an address, email address, fax number, or such for the receipt of the notice of the show cause hearing. A show cause hearing shall not be a bar against or prerequisite for the director taking any other action against the owner, but, except as otherwise provided by section 38-346, an offer of a show cause hearing by the director shall be made before taking further action on the administrative order or assessment of damages or civil penalties.

Sec. 38-343. Appeals process.

(a) Except in emergency suspensions pursuant to section 38-346, any owner against whom a assessment for damages or civil penalty or order has been made for a violation of this article, or a permit denied, revoked, suspended by the director, shall have 30 days after having been notified of the assessment or order, or after a permit has been denied, revoked or suspended, to appeal the action to the stormwater appeals board by filing with the city recorder a written petition for appeal setting forth the grounds and reasons for the appeal, and the owner shall serve a copy of the petition for appeal on the director. The failure to serve the city recorder within 30 days with the written petition for appeal is jurisdictional, and if an appeal is not taken within the 30 days the matter shall be final.

(b) Upon receipt of a written petition for appeal the city recorder shall give the owner

30 days written notice of the time and place of the hearing. The director and the owner may agree to a continuance of the hearing; a continuance will be granted when there are not at least three members of the appeals board present for the hearing; the chairman of the appeals board may grant a continuance of the hearing for good cause shown; or as may otherwise be governed by its rules of procedure.

(c) An appeal to the appeals board shall be a de novo review.

(d) The appeals board shall have the authority to establish written rules of procedure for the conduct of its hearings, provided hearings before the appeals board shall be conducted in accordance with the following:

(1) The presence of at least three members of the appeals board shall be necessary to conduct a hearing.

(2) A verbatim record of the proceedings shall be taken. The transcript so recorded shall be made available to any party upon prepayment of a charge adequate to cover the costs of preparation.

(3) In connection with the hearing, subpoenas shall be issued in response to any reasonable request by any party to the hearing requiring the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing. In case of contumacy or refusal to obey a notice of hearing or subpoena issued under this section, the chancery court shall have jurisdiction, upon application of the appeals board or the director, to issue an order requiring such person to appear and testify or produce evidence as the case may require, and any failure to obey such order of the court may be punished as contempt under law.

(4) Testimony before the appeals board shall be given under oath or affirmation, but the rules of evidence shall not apply.

(5) On the basis of the evidence produced at the hearing, the appeals board shall by majority vote of the members present make findings and enter such decisions and orders as in its opinion will best further the purposes of this article, which shall be done orally at the hearing or, if recessed, when the hearing is reconvened.

Such decisions and orders of the appeals board shall be reduced to writing, signed by one of the members present at the hearing and filed with the city recorder, as an official act of the appeals board, which writing shall be maintained in the permanent records of the city recorder and shall serve as entry of the decision. A copy shall be delivered to the director and the petitioner or mailed to them at their last known addresses.

(6) Any person to whom an emergency order is directed pursuant to section 38-346 shall comply therewith immediately, but on petition to the appeals board shall be afforded a hearing not later than three working days from the receipt of such petition.

Sec. 38-344. Civil penalties.

(a) Pursuant to T.C.A. § 68-221-1106(a), any owner in violation of the provisions of this article shall be subject to a civil penalty of not less than \$50.00 or more than \$5,000.00 per day for each day of violations. Each day of violation may constitute a separate violation. This penalty may be determined by application of the enforcement response plan as defined in section 38-341.

(b) The director may recover reasonable attorney's fees, court costs and other expenses associated with enforcement of this article and the cost of any actual damages incurred by the city.

(c) In determining the amount of the penalty to assess, the director shall consider the factors listed in section 38-345, the enforcement response plan and may consider all relevant circumstances, including but not limited to the extent of harm caused by the violation, the magnitude and duration of the violation, the compliance

history of the owner and any other factor provided by law.

Sec. 38-345. Method of assessment for noncompliance.

Civil penalties shall be assessed in the following manner:

- (1) The director may issue an assessment against any owner responsible for the violation;
- (2) Any person against whom an assessment has been issued may secure a review of said assessment by filing with the director a written petition setting forth the grounds and reasons for their objections and asking for a hearing on the matter before the appeals board. If a petition for review of the assessment is not filed within 30 days after the date the assessment is served, the owner shall be deemed to have consented to the assessment and it shall become final;
- (3) If any assessment becomes final because of an owner's failure to appeal the city's assessment, the director may apply to the appropriate court for a judgment and seek execution of said judgment, and the court in such proceedings shall treat a failure to appeal such assessment as a confession of judgment in the amount of the assessment. Upon final order, if payment is not made, the director may issue a cease and desist order;
- (4) In assessing a civil penalty, the following factors may be considered:
 - a. The harm done to the public health or the environment;
 - b. Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - c. The economic benefit gained by the violator;
 - d. The amount of effort put forth by the violator to remedy this violation;
 - e. Any unusual or extraordinary enforcement costs incurred by the city;
 - f. The amount of penalty established by ordinance or resolution for specific categories of violations; and
 - g. Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment;
- (5) Damages may also include any expenses incurred in investigating and enforcing the requirements of this article; removing, correcting and terminating any discharge or connection; and also compensation for any actual damages to the property or personnel of the city caused by the violation, and any reasonable expenses incurred in investigating and enforcing violations of this article.
- (6) Where the director has issued progressive enforcement to achieve compliance with this article, and in the judgment of the director such has not been successful, the director may refer the violation to TDEC.

Sec. 38-346. Emergency suspensions.

- (a) Under this article, if the director finds that an emergency exists imperatively requiring immediate action to protect the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; the director may, without prior notice, issue an order reciting the existence of such an emergency and requiring that such action be taken as the director deems necessary to meet the emergency, including suspension of a permit issued under this article.
- (b) Any owner notified of a suspension shall immediately eliminate the violation. If an owner fails to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary to remedy the endangerment. The director may allow the owner to recommence when the owner has demonstrated to the satisfaction of the director that the period of endangerment has passed.
- (c) An owner that is responsible, in whole or in part, for any discharge or connection

presenting imminent danger to the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; shall submit a detailed written statement, describing the causes of the harmful discharge or connection and the measures taken to prevent any future occurrence, to the director prior to the date of any show cause hearing under section 38-342.

(d) Nothing in this article shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(e) Any owner whose permit or operation is suspended pursuant to this section, on petition to the appeals board, shall be afforded a hearing as soon as possible, but in no case shall such hearing be held later than three working days from the receipt of such a petition by the director.

Sec. 38-347. Financial assurance.

(a) A performance bond which guarantees satisfactory completion of construction work related to stormwater management facilities, channel protection, buffer zones and any BMP's shall be required. Prior to release of the performance bond, the owner shall provide the city with an accurate as-built of the property and an executed protective covenant for all BMPs, buffer zones and areas that a final operations and maintenance plan, which shall include an executed legal document entitled covenants for permanent maintenance of stormwater facilities and BMP's. The owner shall record these items in the office of the county register of deeds. The location of the stormwater management facilities, BMP's, vegetated buffers, water quality volume credit areas and the water quality easements associated with these facilities/areas shall be shown on a plat that is also recorded in the office of the county register of deeds.

(b) Performance bonds shall name the city as beneficiary and shall be guaranteed in the form of a surety bond, cashier's check or letter of credit from an approved financial institution or insurance carrier. The surety bond, cashier's check or letter of credit shall be provided in a form and in an amount to be determined by the director. The actual amount shall be based on submission of plans and estimated construction, installation or potential maintenance and/or remediation expenses.

(c) The city recorder may refuse brokers or financial institutions the right to provide a surety bond, cashier's check or letter of credit based on past performance, ratings of the financial institution or other appropriate sources of reference information.

(d) The director may decline to approve a plan or issue or reissue a permit to any owner who has failed to comply with any section of this article, a permit or order issued under this article unless such owner first files a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the director to be necessary to achieve consistent compliance.

Sec. 38-348. Injunctive relief.

When the director finds that an owner has violated or continues to violate any section of this article, or a permit or order issued under this article, the director may petition the appropriate court, through the city attorney, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, order or other requirement imposed by this article on activities of the owner. The director may also seek such other action as is appropriate for legal and equitable relief, including a requirement for the owner to conduct environmental remediation. A petition for injunctive relief shall not be a bar against or a prerequisite for taking any other action against an owner.

Sec. 38-349. Additional stay.

The appeals board may grant an additional continuance and stay beyond that set out in section 38-343 upon the request of an owner and upon the posting of an appeal bond payable to the city in a sum to be determined by the director as necessary to protect the interests of the city.

Sec. 38-350. Appeal and judicial review.

The alleged violator may appeal a decision of the appeals board pursuant to the provisions of T.C.A. § 27-8-101 et seq.

SECTION II. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS, Mayor

ATTEST:

JAMES DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

ARTICLE III. STORMWATER MANAGEMENT

DIVISION 1. GENERALLY

Sec. 38-85. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active channel means the area of the stream that is most subject to water flow and that includes the portion of the channel below the top of bank.

Aquatic resource alteration permit (ARAP) means a permit issued by the state department of environment and conservation (TDEC) for physically altering waters (streams and wetlands) of the state.

As-built certification means as-built, field-verified plans signed and sealed by a registered professional engineer and/or a registered land surveyor, both licensed to practice in the state, showing contours, elevations, grades, locations, drainage and hydraulic structures, and detention basin volumes.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, structural controls and other management practices designed to prevent or reduce the **discharge of pollutants to pollution-of** waters of the **United States state**. BMPs may include structural devices, such as stormwater management facilities, ~~or~~ non-structural practices such as buffers or natural open spaces, **treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.**

***Borrow Pit* means an excavation from which erodible material (typically soil) is removed to be used as fill for another site, and there is no processing or separation of erodible material conducted at the site, and is considered a construction activity for the purposes of this article.**

***Buffer Zone* means a setback from the top of the water body's bank of undisturbed vegetation, including trees, shrubs and herbaceous vegetation; enhanced or restored vegetation; or the reestablishment of native vegetation bordering streams, ponds, wetlands, springs, reservoirs or lakes, which exists or is established to protect those water bodies.**

Building official means the city's representative charged with issuing land disturbing permits.

CFR means the Code of Federal Regulations.

Channel means a natural or manmade watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.

City manager means the manager of the city or designee.

Clearing.

(1) The term "clearing" means, in the definition of discharges associated with construction activity, the removal of vegetation and/or disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of nonconstruction activities; for instance, cleared forested land in order to convert forest land to pasture for wildlife management purposes.

(2) The term "clearing" does not refer to clearing of vegetation along roadways, highways or powerlines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces.

Commencement of construction or commencement of land disturbing activities means the initial disturbance of soils associated with clearing, grading or excavating activities or other construction activities.

Construction means any placement, assembly or installation of facilities or equipment (including contractual obligations to purchase such facilities or equipment) at the premises where such equipment will be used, including preparation work at such premises.

Construction-related wastes means refuse or unused materials that result from construction activities. The term "construction-related wastes" can include, but are not limited to, unused building and landscaping materials, chemicals, litter, sanitary waste and concrete truck washout.

Contaminant means any physical, chemical, biological or radiological substance or matter in water.

Conveyance means the capacity of a channel or a pipe to carry stormwater.

Covenants for permanent maintenance of stormwater facilities and best management practices means a legal document executed by the property owner, a homeowners' association or person as owner of record, and recorded with the county (Sullivan or Hawkins) register of deeds which guarantees perpetual and proper maintenance of stormwater facilities and best management practices.

Cross drain means a pipe used to convey stormwater from one side of a roadway to another. A cross drain can also be called a "culvert."

Design professional means an engineer, landscape architect, or architect competent in civil and site design and licensed to practice in the state.

Development means any land change that alters the hydrologic or hydraulic conditions of any property, often referred to as site development. The term "development" includes, but is not limited to, providing access to a site, clearing of vegetation, grading, earth moving, providing utilities, roads and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

Director means the ~~city engineer~~ **public works director** or designee who is responsible for the approval of development and redevelopment plans, and implementation of the provisions of this article.

Discharge means to dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked or placed by any means including any direct or indirect entry of any solid or liquid matter into the stormwater system by any means intentional or otherwise.

Disturbed area means the portion of any site that has been altered from existing conditions, including but not limited to the following: providing access to a site, clearing of vegetation, grading, earth moving, providing utilities and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

Drainage basin means the area contributing stormwater runoff to a single point.

Drainage system means the system of pipes, channels, culverts and ditches that convey stormwater from and through public and private land in the city.

Erosion means the removal of soil particles by the action of water, ~~wind~~air, ice, **gravity** or other geological agents, whether naturally occurring or acting in conjunction with or promoted by manmade activities or effects.

Excavation means a cavity or hole in the land surface that is caused by the cutting, digging, or scooping and removal of soil, rock or other materials.

Filling means any deposit or stockpiling of dirt, rocks, stumps or other natural or manmade solid waste material.

Grading means any clearing, excavating, filling or other disturbance of terrain.

Hazardous substance means any substance designated under 40 CFR 116, as amended, pursuant to section 116 of the Federal Clean Water Act.

High quality waters means the surface waters of the state that are identified by TDEC as high quality waters. Characteristics of high quality waters are listed at Tenn. Comp. Rules and Regs.

§ 1200-4-3-.06. Characteristics include:

- (1) Waters designated by the water quality control board as outstanding national resources waters (ONRW);
- (2) Waters that provide habitat for ecologically significant populations of certain aquatic or semi-aquatic plants or animals;
- (3) Waters that provide specialized recreational opportunities; waters that possess outstanding scenic or geologic values; or
- (4) Waters where existing conditions are better than water quality standards.

High quality waters are sometimes referred to as tier II or tier III (ONRW) waters.

Hotspot means an area where the land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

Human occupancy means any portion of any enclosed structure wherein humans principally live, work or sleep such as mobile homes, residential activities, basements, health care facilities, restaurants, office buildings, etc.

Illicit connections means illegal and/or unauthorized connections to the municipal separate storm sewer system whether or not such connections result in discharges into that system.

Impaired water means waters of the state not meeting their prescribed uses.

Impervious area means impermeable surfaces which prevent the percolation of water into the soil including, but not limited to, pavement, parking areas and driveways, packed gravel or soil, or rooftops.

***Illicit discharge* means an intentional or unintentional discharge of water into the municipal separate storm sewer system that is not composed entirely stormwater, except as otherwise set out in section 38-314(b).**

***Inspector* means a person that has successfully completed (has a valid certification from) the “Fundamentals of Erosion Prevention and Sediment Control Level I” course or equivalent course.**

Lake means an inland body of standing water, usually of considerable size.

Land disturbing activity means any activity on a property that results in a change in the existing soil (both vegetative and nonvegetative) and/or the existing soil topography. The term "land disturbing activities" include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, logging and/or tree chipping operations (excluding silviculture operations), haul roads associated with the development and excavation.

Land disturbing permits means a building, demolition or grading permit approved by the director and issued by the building official, authorizing commencement of land disturbing activities.

~~*Manual* means the stormwater management manual.~~

Municipal separate storm sewer system. (MS4) means a conveyance or system of conveyances (including roads with drainage systems, streets, catchbasins, curbs, gutters, ditches, constructed channels, and storm drains) designed or used for collecting or conveying stormwater.

National Pollutant Discharge Elimination System. (NPDES) means the program administered by the United States Environmental Protection Agency to eliminate or reduce pollutant discharges to the waters of the United States.

NOC means the notice of coverage from the state department of environment and conservation (TDEC).

NOT means the notice of termination from the state department of environment and conservation (TDEC).

Obstruction means the accumulation of debris, whether intentional or otherwise, resulting in the interference of flow through a watercourse.

Outfall means the terminus of a stormwater system where the contents are released into a larger public or private stormwater management system, or into a stream.

Owner / operator / person (owner) means any party associated with a construction project that

meets any of the following two criteria:

(1) The party has operational control over construction plans and specifications, including the ability to authorize modifications to those plans and specifications (this will typically be the owner or developer);

(2) The party has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a stormwater pollution prevention plan (SWPPP) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). (This will typically include the general contractor and would also include erosion prevention and sediment control contractors); or

(3) Any individual, firm, corporation, partnership, association, organization or entity, including governmental entities or any combination thereof.

Peak discharge means the maximum, instantaneous rate of flow of water at a particular point resulting from a storm event. The term "peak discharge" also means the maximum discharge computed for a given design flood event.

Plan means the stormwater management plan.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste or any other substance that is detrimental to the quality of the waters of the state.

Pond means an inland body of standing water that is usually smaller than a lake.

Priority construction activity means land disturbing activities that are located in a watershed that discharges directly into waters recognized by the state as impaired for siltation, or high quality waters. A property is considered to have a direct discharge, if stormwater runoff from the property does not cross any other property before entering the water of the state.

Public water means stormwater runoff that originates in whole or in part from or is conveyed by publicly owned facilities such as roads.

Redevelopment means the improvement of a lot or lots that have been previously developed.

Rip rap means a combination of large stone, cobbles and boulders used to line channels, stabilize stream banks, and reduce runoff velocities.

Runoff means the water resulting from precipitation that is not absorbed by the soil.

Sanitary sewer means a system of underground conduits that collects and delivers wastewater from toilets, sinks and other plumbing fixtures to a wastewater treatment plant.

Sediment means solid material, either mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by erosion.

Sewage means human wastes carried by water from residences, buildings, industrial establishments or other places, together with such industrial wastes, stormwater or other water as may be present; or any substance discharged from a sanitary sewer collection system.

Sinkhole means a depression characterized by closed contours on a topographic map. A sinkhole throat, or opening to the subsurface, may or may not be visible. Field verification may be required in areas where the depth of the depression is below the tolerance of currently available topographic mapping. The extent of the area considered to be a sinkhole is, at a minimum, the limits determined by the 100 year water surface elevation, assuming plugged conditions (zero cubic feet per second (cfs) outflow).

~~*Small lot erosion prevention and sediment control plan* means a plan designed to eliminate and/or reduce erosion and off-site sedimentation from a site during construction activities, applicable to development and redevelopment sites that disturb less than one acre and are not part of a larger plan of development.~~

Special flood hazard area means the land in the floodway and/or floodplain that is subject to flooding during the 100 year frequency storm. The areas of special flood hazard identified by

FEMA in its flood hazard boundary map dated April 2, 1981, and any revisions thereto, are adopted by reference and declared to be a part of this article.

Stormwater means runoff from rain, snow or other forms of precipitation, which results in surface runoff and drainage.

Stormwater management facilities means structures and constructed features designed for the collection, conveyance, storage, treatment and disposal of stormwater runoff into and through the stormwater system. The term "stormwater management facilities" include, structural or nonstructural measures, or both, to control the increased volume, rate and quality of stormwater runoff caused by manmade changes to the land.

Stormwater management manual (manual) means the document, **as amended from time to time**, adopted by the city to provide guidance in understanding and implementing the requirements for stormwater management.

Stormwater management plan (plan) means an engineering plan for the design of stormwater management facilities and best management practices for a proposed development or redevelopment. The term "plan" includes a map showing the extent of the land development activity, stormwater management facilities, and may contain as-built certifications and covenants for permanent maintenance of stormwater facilities and best management practices.

Stormwater master plan means an engineering and planning study for the drainage system of a watershed that consists of a plan for stormwater management in the watershed. The stormwater master plans can address flooding problems, water quality problems, potential stormwater capital improvements, land use patterns and regulatory issues for existing and future conditions.

Stormwater pollution prevention plan (SWPPP) means a written plan (including site maps, plats, drawings or other graphic representations) that identifies construction/contractor activities that could cause pollutants in the stormwater, and a description of best management practices to control these pollutants and keep sediments on site. The SWPPP shall be prepared in accordance with the Tennessee Erosion Prevention and Sediment Control Handbook, **as amended from time to time, and Section 3 of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.**

Storm water system means the system of roadside drainage, roadside curbs and gutters, curb inlets, swales, catchbasins, culverts, cross drains, headwalls, junction boxes, outlets, manholes, gutters, ditches, pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, water quality best management practices and similar conveyances and facilities, both natural and manmade, located within the city which are designated or used for collecting, storing, or conveying stormwater, or through which stormwater is collected, treated, stored or conveyed, whether owned or operated by the city or other owner/operator/ person.

Stream means, for the specific purpose of water quality buffers, a linear surface water conveyance that can be characterized with either perennial or ephemeral base flow and:

- (1) Is regulated by the city as a special flood hazard area (SFHA); or
- (2) Is, or has been, identified by the city, U.S. Army Corps of Engineers (USACE) or TDEC as a stream.

Structure means anything constructed or erected such that the use of it requires a more or less permanent location on or in the ground.

Subdivision means the division, subdivision or resubdivision of any lot or parcel of land as defined in the "Subdivision Regulations of the City of Kingsport and its Planning Region," on file in the city clerk's office.

Surface water means waters upon the surface of the earth in bounds created naturally or artificially.

TDEC means the Tennessee Department of Environment and Conservation.

Top of bank means the uppermost limit of the active channel of a stream containing normal flows, usually marked by a break in slope.

Total maximum daily load (TMDL) means a calculation of the maximum amount of a pollutant

that a **waterbody body of water** can receive and still meet water quality standards, and an allocation of that amount to the source of the pollutant.

Transporting means any moving of earth materials from one place to another, other than such movement incidental to grading, as authorized on an approved plan.

USACE means the United States Army Corps of Engineers.

Utility, public or private, means any agency which under public franchise or ownership, or under certification of convenience and necessity provides the public with electricity, natural gas, steam, communication, rail transportation, water, sewage collection or other similar service.

~~*Vegetated buffer* means a use-restricted vegetated area that is located along the perimeter of streams, ponds, lakes or wetlands, containing natural vegetation and grasses, or enhanced or restored vegetation.~~

Vegetation means **an intentionally cultivated** collection of plant life, including trees, shrubs, bushes, and grass, **but does not include plant life that was not intentionally planted.**

***Waste Site* means an area where waste material from a construction site is stored or deposited of, and when the material is erodible, such as soil, the site must be treated as a construction site.**

Water quality volume means the volume of stormwater runoff from a proposed development or redevelopment that must be controlled for water quality treatment.

Water quality volume credit area means an area within the proposed development or redevelopment for which a reduction of the water quality volume can be obtained.

Watercourse means a channel, natural depression, gully, stream, creek, pond, reservoir or lake in which stormwater runoff and floodwater flows either regularly or infrequently. The term "watercourse" includes major drainageways for carrying urban stormwater runoff.

Waters or waters of the state means any and all waters, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon the state or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

Watershed means a region or area bounded peripherally by a divide and draining ultimately to a particular watercourse or body of water.

Wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetland determination shall be made by the United States Army Corps of Engineers, and/or the state department of environment and conservation, and/or the natural resources conservation service.

(Ord. No. 5663, § 1(42-75), 3-4-2008)

Sec. 38-86. Purpose.

It is the purpose of this article to:

- (1) Apply to all areas located within the jurisdiction of the city.
- (2) Protect, maintain, and enhance the environment of the city and the public health, safety and the general welfare of the citizens of the city, by controlling discharges of pollutants to the public stormwater system, with the intent of maintaining and improving the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the state in the city.
- (3) Enable the city to comply with the National Pollution Discharge Elimination System (NPDES) permit and applicable regulations, 40 CFR 122.26 for stormwater discharges.
- (4) Allow the city to exercise the powers granted in T.C.A. § 68-221-1105, which provides that, among other powers municipalities have with respect to stormwater facilities, is the power by ordinance or resolution to:

- a. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the municipality, whether or not owned and operated by the municipality;
 - b. Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, which may include the adoption of a system of fees for services and permits;
 - c. Establish standards to regulate the quantity and contaminants of stormwater as may be necessary to protect water quality;
 - d. Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
 - e. Issue permits for stormwater discharges or for the construction, alteration, extension, or repair of stormwater facilities;
 - f. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution or condition of the permit; and
 - g. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.
- (Ord. No. 5663, § 1(42-76), 3-4-2008)

Sec. 38-87. Responsibility.

Nothing in this article shall be construed to imply a warranty or the assumption of responsibility on the part of the city for the suitability, fitness or safety of any structure with respect to flooding, water quality, or structural integrity. This article is a regulatory instrument only, and is not to be interpreted as an undertaking by the city to design any structure or facility.

(Ord. No. 5663, § 1(42-106), 3-4-2008)

Secs. 38-88 - 38-117. Reserved.

DIVISION 2. ADMINISTRATION

Sec. 38-118. Duties and authority of director.

- (a) The director has the authority to adopt additional policies, criteria, specifications, standards, rules, regulations, and guidance for the proper implementation of the requirements of this article and the stormwater management manual. The manual shall be enforceable, consistent with other provisions of this article, as if it were a part of this article.
 - (b) The director shall have the authority to prepare, or have prepared, master plans for drainage basins and to establish regulations or direct capital improvements to carry out said master plans.
 - (c) In the event that the director determines that a violation of any provision of this article has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the director may issue enforcement responses as defined in division 10 of this article, pertaining to enforcement, to the owner subject to the right of appeal set out in section 38-343.
 - (d) The director and the staff under the director's supervision shall administer the provisions of this article.
- (Ord. No. 5663, § 1(42-78), 3-4-2008)

Sec. 38-119. Stormwater appeals board--Established; composition.

- (a) There is created and established, pursuant to T.C.A. § 68-221-1106 et seq., the stormwater appeals board, referred to in this article as "appeals board," which shall be composed of four members as follows:
 - (1) A member of the board of mayor and alderman, who shall serve as chairperson, but shall have no vote unless there is a tie among voting members;

- (2) A member of the planning commission;
 - (3) The **head of the planning department, currently called "planning and community development director"**; and
 - (4) The building official.
- (b) All appeals board members shall serve without pay or other compensation.
 - (c) The appeals board shall promulgate such procedural rules as may be deemed necessary in the interest of justice, fairness and impartiality.
 - (d) All members of the appeals board, except the planning director and building official shall be appointed by the mayor, subject to confirmation by the board of mayor and aldermen.
- (Ord. No. 5663, § 1(42-79), 3-4-2008)

Sec. 38-120. Same--Duties and authority.

The appeals board shall have the power, duty and responsibility to:

- (1) Hear appeals from orders issued by the director assessing penalties, damages or revoking or modifying permits;
 - (2) Affirm, modify or revoke such actions or orders of the director;
 - (3) Issue notices of appeals and subpoenas requiring attendance of witnesses and the production of evidence;
 - (4) Administer oaths and examine witnesses;
 - (5) Take such testimony as the appeals board deems necessary; and
 - (6) Hear appeals of owners for the purpose of reviewing the denial of a permit or imposition of terms or conditions in permits or any exceptions granted by the director.
- (Ord. No. 5663, § 1(42-80), 3-4-2008)

Secs. 38-121 - 38-138. Reserved.

DIVISION 3. STANDARDS AND SPECIFICATIONS

Sec. 38-139. General requirements.

- (a) Owners of land development activities not exempted under section 38-141 must submit a stormwater management plan. The plan shall be submitted as part of the preliminary development plan to the city, as required by ~~Ordinance No. 2555~~ **Chapter 114 of the Code of Ordinance**, as amended.
- (b) The plan shall include the specific required elements that are listed and/or described in the stormwater management manual. The director may require submittal of additional information in the plan as necessary to allow an adequate review of the existing or proposed site conditions.
- (c) The plan shall be subject to any additional requirements set forth in the minimum subdivision regulations, design standards, chapter 114, pertaining to zoning, or other city regulations.
- (d) Stormwater management plans shall be prepared and stamped by a design professional. Portions of the plan that require hydraulic or hydrologic calculations and design shall be prepared and stamped by a professional engineer competent in civil and site design and licensed to practice in the state.
- (e) The approved plan shall be adhered to during grading and construction activities. Under no circumstances is the owner or operator of land development activities allowed to deviate from the approved plan without prior approval of a plan amendment by the director.
- (f) The approved plan shall be amended if the proposed site conditions change after plan approval is obtained, or if it is determined by the director during the course of grading or construction that the approved plan is inadequate.
- (g) The plan shall include a listing of any legally protected state or federally listed threatened or endangered species and/or critical habitat (if applicable) located in the area of land disturbing activities, and a description of the measures that will be used to protect them during and after

grading and construction.

(h) Stormwater management facilities, BMPs, ~~vegetated buffers zones~~ and water quality volume credit areas shall be maintained through the declaration of a protective covenant, entitled covenants for permanent maintenance of stormwater facilities and **BMP's best-management practices**, which must be approved and shall be enforceable by the city. The covenant shall be recorded with the deed and shall run with the land and continue in perpetuity.

(i) Stormwater management facilities, BMPs, ~~vegetated buffers zones~~ and areas that receive water quality volume reductions shall be placed into a permanent stormwater easement that is recorded with the deed to the parcel and held by the city.

(j) A maintenance right-of-way or permanent easement **of sufficient width shall be provided for vehicular and equipment ingress and egress for maintenance or access**, ~~having a minimum width of 20 feet~~, to all stormwater management facilities, BMPs and areas that receive water quality volume reductions from a driveway, public or private road.

(k) Owners of land development activities not exempted from submitting a stormwater management plan may be subject to additional watershed or site-specific requirements than those stated in section 38-140 in order to satisfy local or state NPDES, TMDL or other regulatory water quality requirements for developments or land uses that are considered pollutant hotspots, discharging to critical areas with sensitive resources or in areas where the director has determined that additional restrictions are needed to limit adverse impacts from the proposed development on water quality or channel protection.

(l) The director may waive or modify any of the requirements of this division if adequate water quality treatment and/or channel protection is suitably provided by a downstream or shared off-site stormwater facility, or if engineering studies determine that installing the required stormwater management facilities would actually cause adverse impact to water quality, increased channel erosion or downstream flooding.

(m) This article is not intended to repeal, abrogate or impair any existing easements, covenants, deed restrictions or existing ordinances and regulations. However, where a provision of this article and other regulations conflict or overlap, the provision that is more restrictive or imposes higher standards or requirements **on the owner shall control prevail**. **The owner is required to notify that** the director **be advised** of any such regulatory conflicts upon submittal of the plan.

(Ord. No. 5663, § 1(42-81), 3-4-2008)

Sec. 38-140. Design criteria.

(a) All developments or redevelopments that must submit a stormwater management plan shall provide water quality treatment in accordance with the following requirements:

(1) Stormwater runoff from the development or redevelopment site must be treated for water quality prior to discharge from the development or redevelopment site in accordance with the stormwater treatment standards and criteria provided in the **stormwater management** manual.

(2) Water quality treatment shall be achieved through the use of one or more structural and/or nonstructural BMPs that are designed and constructed in accordance with the criteria, guidance, and specifications provided in the manual.

(3) Stormwater quality control methods, designs or technologies not provided in the manual may be submitted for approval if it is proven that such alternatives will meet or exceed the water quality control requirements set forth in the manual and this chapter.

(4) BMPs shall not be installed within public rights-of-way or on public property without prior approval of the director.

(b) All developments or redevelopments that must submit a plan shall provide downstream channel protection using the design criteria and guidance provided in section 3.4 of the manual.

~~Downstream channel protection can be provided by an alternative approach in lieu of controlling the channel protection volume subject to prior approval by the director. Sufficient hydrologic and hydraulic analysis that shows that the alternative approach will offer adequate channel~~

~~protection from erosion must be presented in the plan.~~

(c) All developments and redevelopments that must submit a plan shall provide a downstream impact analysis addressing overbank flood control in accordance with section 3.5 of the manual.

(d) All developments or redevelopments that must submit a plan shall establish, protect and maintain a ~~vegetated buffers zone, having a minimum width of 25 feet, along all streams, ponds, lakes and wetlands~~ in accordance with the policies criteria and guidance set forth in the manual. ~~For priority streams affected by siltation, an average width of 60 feet shall be required with a 25-foot minimum at any point.~~ Exemptions from this requirement are as follows:

(1) ~~Vegetated buffers are not required around~~ The perimeter of ponds that have no known connection to streams, other ponds, lakes or wetlands.

(2) ~~Vegetated buffers are not required around~~ Stormwater management facilities or BMPs that are designed, constructed and maintained for the purposes of stormwater quality and/or quantity control, unless expressly required by the design standards and criteria for the facility are provided in the manual.

(e) In addition to the requirements set forth in subsections (a) through (d) of this section, all developments or redevelopments that must submit a stormwater management plan shall include the following:

(1) Account for both on-site and off-site stormwater;

(2) Maintain natural drainage divides and hydrologic characteristics;

(3) Provide soils information; and

(4) Control stormwater runoff and provide peak discharge/volume control in accordance with this article using:

a. Predeveloped conditions unless otherwise specified by the director;

b. NOAA Atlas 14 rainfall data ~~(Technical Paper No. 40)~~;

c. Two, five, ten, 25 and 100 year rainfall events **or equivalent hydrologic modeling**;

d. Longitudinal storm drains designed for a ten-year frequency storm, provided that no residential or commercial structures are flooded by a 100 year frequency storm;

e. Roadway cross drains designed for a ten-year frequency storm for a local street and 100 year frequency storm for a collector street, provided no residential or commercial structures are flooded by the 100 year frequency storm. All tiles lying under the roadway shall be reinforced concrete pipe unless otherwise approved by the director;

f. Drainage easements delineating the 100 year frequency storm flood fringe to prevent flooding and future disturbance; and

g. Pipe materials approved by the director.

(f) All structures or fill located in floodways designated by the federal flood insurance study shall be designed to pass a 100 year frequency flood and adhere to all local floodplain development requirements in accordance with city regulations.

(g) The rational method shall be used to determine peak flow rates only. National Resource Conservation Service (NRCS) methods and those provided in the manual for water quality and channel protection shall be used in determining storage requirements.

(h) All supporting hydrologic and hydraulic assumptions shall be submitted, as well as all maps and references used in calculations.

(i) The design must not adversely affect adjacent or neighboring properties.

(Ord. No. 5663, § 1(42-82), 3-4-2008)

Sec. 38-141. Exemptions.

(a) Developments and redevelopments that conform to the criteria in subsection (c) of this section are exempt from the requirements of this chapter, unless the director has determined that stormwater quality management is needed to satisfy local or state NPDES, TMDL or other regulatory water quality requirements, or the proposed development will be a pollutant hotspot,

or to limit adverse stormwater quality or channel protection impacts of the proposed development.

(b) The exemptions listed in subsection (c) of this section shall not be construed as exempting these developments and redevelopments from compliance with stormwater requirements stated in the minimum subdivision regulations, chapter 114, pertaining to zoning, or other city regulations.

(c) The following developments and redevelopments are exempt from the requirements for a stormwater management plan:

(1) Residential or nonresidential developments or redevelopments that disturb less than one acre of land and are not part of a larger common plan of development or sale that would disturb one acre or more;

(2) Minor land disturbing activities such as residential gardens and residential or nonresidential repairs, landscaping or maintenance work;

(3) Individual utility service connections, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot for which a stormwater management plan would otherwise be required;

(4) Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting or filling of a lot for which a stormwater management plan would otherwise be required;

(5) Installation of posts or poles;

(6) Farming activities, existing nursery and agricultural operations, but not including construction conducted as a permitted principal or accessory use by chapter 114, zoning;

(7) Emergency work to protect life, limb or property, and emergency repairs, provided that the land area disturbed shall be shaped and stabilized in accordance with city requirements as soon as practicable;

(8) Additions or modifications to existing, individual, single-family structures; **and**

(9) Silvicultural activities; ~~-~~

(10) State and local roadways; and

(11) State and federal projects subject to the submission requirements of TDEC.

(Ord. No. 5663, § 1(42-83), 3-4-2008)

Sec. 38-142. Special pollution abatement requirements.

(a) A special pollution abatement plan shall be required for the following land uses, which are considered pollutant hotspots:

(1) Vehicle, truck or equipment maintenance, fueling, washing or storage areas, including but not limited to:

a. Automotive dealerships;

b. Automotive repair shops; and

c. Carwash facilities;

(2) Recycling and/or salvage yard facilities;

(3) Restaurants, grocery stores and other food service facilities;

(4) Commercial facilities with outside animal housing areas, including animal shelters, fish hatcheries, kennels, livestock stables, veterinary clinics or zoos; and

(5) Other producers of pollutants identified by the director as a pollutant hotspot using information provided to or collected by the director, or reasonably deduced or estimated by the director from engineering or scientific study.

(b) A special pollution abatement plan may be required for land uses or activities that are not identified by this article as hotspot land uses, but are deemed by the director to have the potential to generate highly contaminated runoff with concentrations of pollutants in excess of those typically found in stormwater.

(c) The special pollution abatement plan shall be submitted as part of the stormwater

management plan, and the BMPs submitted on the plan shall be subject to all other provisions of this article. Technical requirements for the plan shall be based on the provisions and guidelines set forth in the stormwater management manual.

(d) **BMPs** Best management practices specified in the special pollution abatement plan must be appropriate for the pollutants targeted at the site and must be approved with the stormwater management plan.

(e) A special pollution abatement plan will be valid for a period of five years, at which point it must be renewed. At the time of renewal, any deficiency in the pollutant management method must be corrected.

(Ord. No. 5663, § 1(42-84), 3-4-2008)

Sec. 38-143. Sinkhole requirements.

The following sinkhole and drainage well plan information or approval from the appropriate regulating agency must be provided prior to the alteration of the natural drainage for watershed discharging to such features as sinkholes and drainage wells:

(1) Proposed on-site and offsite drainage channels that are tributary to a sinkhole throat or drainage well inlet shall be delineated, along with appropriate hydraulic calculations to define the existing and altered (if appropriate) 100 year floodplain and to confirm that off-site flooding will not be increased;

(2) Detailed contours are to be shown for all sinkholes that are to receive stormwater runoff from the site. These contours are to have a maximum interval of two feet and are to be verified by field surveys;

(3) A geologic investigation of all sinkholes receiving stormwater runoff from the site shall be performed. The report from this investigation shall be signed and sealed by a registered professional experienced in geology and groundwater hydrology and shall contain the following:

a. Location and nature of aquifers;

b. Potential for siltation problems;

c. Foundation problems that may be expected around sinkholes;

d. Details of drainage structures to be built in sinkholes;

e. Any other factors relevant to the design of drainage from sinkholes;

f. Plans showing the 100 year flood-plain;

g. The 100 year floodplain shall be designated as a drainage easement on final subdivision plat; and

h. Details of plan for grading and clearing of vegetation within the 100 year floodplain;

(4) Compliance with any and all conditions that may be required by the federal government or the state shall be documented. The state division of groundwater is the primary regulatory agency for sinkholes and drainage wells. Drainage into a sinkhole may require a permit for a Class V well under rules for underground injection control (UIC); and

(5) Demonstration that development will not occur within the area flooded by the 100 year flood. The 100 year flood elevation may be lowered by construction of a detention pond. Calculations that document a lowering of the 100 year flood elevation shall be based on the 100 year, 24 hour storm using an appropriate safety factor for discharge into the sinkhole.

(Ord. No. 5663, § 1(42-85), 3-4-2008)

Sec. 38-144. Drainage requirements.

(a) Drainage pipe, appurtenances and any other material shall be provided by the owner wherever a ditch, swale, etc., is to be encased and used for conveyance purposes in the public right-of-way. The following criteria apply:

(1) The director will specify the size and type of pipe;

(2) The city will install the pipe at the director's discretion; and

(3) The owner is responsible for any finishing (asphalt replacement, landscaping, etc.) work.

- (b) Private drainage systems, where drainage originates in its entirety on private property and terminates on same said property, shall be the sole responsibility of the owner.
- (c) Private drainage originating on private property and draining to an adjacent parcel of private property shall be resolved by the owners involved.
- (d) In cases where flooding stemming from the drainage system or streams are of significant magnitude, the health and welfare of private and/or public property may prompt the city to participate in mitigating the frequency and effects. All such projects shall meet with the approval of the director prior to implementation.
- (e) The requirements of subsections (a) through (d) of this section may be waived and emergency measures taken to protect the public safety during those circumstances in which, due to unforeseen events, development and/or acts of nature, the public welfare requires it. The director and/or city manager shall have the power to exercise all due discretion, judgment and executive directives to address any such situation and/or emergency.
- (f) No watercourse shall be obstructed.
- (g) Stormwater drainage shall not:
 - (1) Adversely impact adjacent properties or public rights-of-way;
 - (2) Circumvent stormwater management facilities for which that flow contribution was designed;
or
 - (3) Be directed through a curb without a permit approved by the director.
- (h) Additional curbing to control stormwater shall be installed only with approval of the director.
(Ord. No. 5663, § 1(42-86), 3-4-2008)

Secs. 38-145 - 38-171. Reserved.

DIVISION 4. PERMITS

Sec. 38-172. General requirements.

Owners who hold NPDES general, individual and/or multisector permits shall provide either a copy of such permit or the permit number assigned to them by the state department of environment and conservation to the director no later than 60 calendar days after issuance of the permit.

(Ord. No. 5663, § 1(42-87), 3-4-2008)

Secs. 38-173--38-197. Reserved.

DIVISION 5. EROSION AND SEDIMENT CONTROL

Sec. 38-198. General requirements.

(a) Land disturbing activity or construction that in any way causes off-site sedimentation or sediment discharges to waters of the state or that causes the city to be in violation of its NPDES general permit for discharges from small municipal separate storm sewer systems, or its replacement, shall be a violation of this article.

(b) No owner of any property within the city shall commence land disturbing activity greater than or equal to one acre unless a land disturbing permit is issued by the building official; **provided this subsection (b) shall not apply if the land disturbance is less than one acre if part of a larger common plan of development or sale that would disturb one acre or more, or is a small lot as set out in section 38-202.** The issuance of a land disturbing permit shall be conditioned upon the receipt and approval by the director of a stormwater pollution prevention plan (SWPPP), an NOC provided by TDEC and perimeter controls are in place and properly functioning.

(c) The city shall serve as the plan approval agency only, and in no instance are its regulations

to be construed as designing erosion prevention and sediment control measures or other stormwater management facilities.

(d) No building permit, where applicable, shall be issued until the owner has obtained and is in compliance with the land disturbing permit.

(e) All land disturbing activities shall employ adequate erosion prevention and sediment control BMPs.

(f) No land disturbing activities shall commence until a certified erosion prevention and sediment control inspector has been appointed by the owner and acknowledged by the director.

(g) The owner must notify the director ten working days in advance of the commencement of construction.

(h) A pre-construction meeting with construction site operators shall be held prior to commencement of land disturbing activity.

(Ord. No. 5663, § 1(42-88), 3-4-2008)

Sec. 38-199. Exemptions from plan submittal.

~~(a) The following activities shall not require submittal and approval of a stormwater pollution prevention plan or small lot erosion and sediment control plan:~~

~~(1) Minor land disturbing activities such as home gardens and individual home landscaping, repairs or maintenance work;~~

~~(2) Additions or modifications to existing, individual, single-family structures;~~

~~(3) Emergency work to protect life, limb or property, and emergency repairs, provided that the land area disturbed shall be shaped and stabilized in accordance with the requirements of this article;~~

~~(4) Existing nursery and agricultural operations, but not including construction, conducted as a permitted principal or accessory use by chapter 114, zoning;~~

~~(5) State and federal projects subject to the submission requirements of TDEC; and~~

~~(6) Silviculture operations.~~

~~(b) All other provisions of this article shall apply to the exemptions set out in this section.~~

(Ord. No. 5663, § 1(42-89), 3-4-2008)

Sec. 38-200. Design criteria.

The city adopts as its erosion and sediment control design standards and best management practices manual the TDEC Erosion Prevention and Sediment Control Handbook, as amended.

(Ord. No. 5663, § 1(42-90), 3-4-2008)

Sec. 38-201. Stormwater pollution prevention plan (SWPPP).

(a) The requirements of the plan are as follows:

(1) The SWPPP shall be sealed by a qualified design professional licensed in the state **provided the narrative portion of the SWPPP may be prepared by an individual that has a working knowledge of erosion prevention and sediment controls, such as a Certified Professional or a person that has successfully completed the Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites course;**

(2) BMPs shall meet or exceed the requirements of the TDEC Erosion Prevention and Sediment Control Handbook;

(3) The SWPPP shall include measures to address legally protected state or federally listed threatened or endangered aquatic fauna and/or critical habitat, if applicable;

(4) The SWPPP shall be subject to any additional requirements set forth in the city's subdivision regulations, chapter 114, zoning, or other city ordinances or regulations; and

(5) Construction at the site in accordance with the approved plan must commence within one year from the issue date of the grading permit, or the grading permit will become null and void and the plan must be resubmitted for approval.

- (b) At a minimum, stormwater pollution prevention plans shall include the following:
- (1) Existing site conditions;
 - (2) Project description;
 - (3) Site maps revealing existing and proposed topographic contours at two-foot intervals;
 - (4) Runoff calculations using NOAA Atlas 14 rainfall data;
 - (5) Site description;**
 - ~~(56)~~ Description of stormwater runoff controls;
 - (6) Erosion prevention and sediment control measures;
 - (7) Stormwater management measures;
 - (8) Stabilization practices;**
 - (9) Structural practices;**
 - ~~(810)~~ Stormwater management measures
 - ~~(911)~~ Special requirements if discharging into impaired waters;
 - ~~(912)~~ Materials management plan;
 - ~~(1013)~~ Compliance with federal, state and local regulations;
 - ~~(1114)~~ Inspection and maintenance procedures;
 - ~~(1215)~~ Pollution prevention measures for nonstormwater discharges;
 - ~~(1316)~~ TMDL documentation;
 - ~~(1417)~~ A copy of the state construction general permit notice of intent (NOI) submitted to TDEC for the land disturbing activities; and
 - ~~(1518)~~ Any other information deemed necessary and appropriate by the owner or requested by the director.
- (Ord. No. 5663, § 1(42-91), 3-4-2008)

Sec. 38-202. Small lot erosion prevention and sediment control plan.

- (a) Land disturbing activities that affect less than one acre and are not part of a larger common plan of development or sale where BMPs are continuing to be implemented on site, submission and approval by the director of a small lot erosion prevention and sediment control plan is required prior to obtaining a building ~~or, grading and/or demolition~~ **land disturbing** permit from the building official.
- (b) At a minimum, the small lot erosion prevention and sediment control plans shall include the following:
- (1) Address/location of land disturbing activity.
 - (2) Owner's name and contact information;
 - (3) Building, grading or demolition permit number (if available);
 - (4) Location of streams, wetlands, ponds, sinkholes, easements, existing drainage structures with respect to the site;
 - (5) A description of erosion prevention and sediment control measures;
 - (6) Approximate disturbed area limits;
 - (7) Location of silt fences;
 - (8) Location of stabilized construction exits;
 - (9) Roof drainage accommodations.
- (c) The small site erosion prevention and sediment control plan shall be ~~included with the grading or~~ **provided before the issuance of a** building permit.
- (d) The director has the discretion to require a fully engineered erosion prevention and sediment control plan.
- (Ord. No. 5663, § 1(42-92), 3-4-2008)

Sec. 38-203. Grading-Land disturbing requirements.

- (a) *Land disturbing activity subject to approval.* Except as otherwise provided in this section, an owner shall not initiate any land disturbing activity until the city has issued written approval by

the director, the SWPPP is approved by the director and an NOC supplied (where applicable), the appropriate fees are paid and any required performance bond or financial assurance is provided, as may be required in section 38-347. Such permit shall expire two years from the date of issuance. Once a permit has expired, it is a violation to continue work on the property for which the permit has been granted without obtaining a renewal of such permit, which shall include the submission and approval of a plan as set out in this article and other requirements to obtain a permit as set out in or authorized by this article.

(b) *Certain activities excepted.* No approval shall be required for the following:

(1) *Building grading and excavation.* Finished grading and excavation below the finished grade for basements and footings of a single-family or duplex residential structure, for retaining walls, swimming pools, cemeteries for human or animal burial or accessory structures related to single-family residences or duplex structures authorized by a valid building permit, provided the disturbed material or fill is handled in such a manner as to conform to any approved erosion prevention and sediment control plan for the area or, where no such plan is in effect, such work must be done in a manner which presents no significant erosion hazard.

(2) *General excavation.* An excavation or fill, provided it:

- a. Is less than four feet in vertical depth at its deepest point, as measured from the original grade;
- b. Does not result in a total quantity of more than 100 cubic yards of material being removed from, or deposited on or disturbed on any lot, parcel or subdivision thereof;
- c. Does not constitute a potential erosion hazard or act as a source of sedimentation to any adjacent land or watercourse;
- d. Has no final slopes greater than or equal to one foot vertical in two feet horizontal;
- e. Has proper vegetative cover reestablished as soon as possible on all disturbed areas; and
- f. Has no fill placed on a surface having a slope steeper than three feet horizontal to one foot vertical.

(3) *Agricultural.* Accepted agricultural land management practices such as plowing, cultivation; construction of agricultural structures; nursery operations such as the removal and transplanting of cultivated sod, shrubs and trees; tree cuttings at or above existing ground level; and logging operations leaving the stump, ground cover and root mat intact.

(4) *Landscaping.* Grading, as a maintenance measure, or for landscaping purposes on existing developed lots or parcels, provided the aggregate area affected or stripped at any one time does not exceed 10,000 square feet and is not within a designated floodplain; the grade change does not exceed 18 inches at any point and does not alter the drainage pattern; vegetative cover is reestablished as soon as possible on all disturbed areas, use of kudzu is prohibited; and the grading does not involve a quantity of material in excess of 100 cubic yards.

(5) *Utilities.* The installation of water and sewer lines, telephone lines, electricity lines, gas lines or other public service facilities.

(Ord. No. 5663, § 1(42-93), 3-4-2008)

Sec. 38-204. Compliance.

The owner is responsible for maintaining compliance with the approved SWPPP, ~~building, demolition and/or grading~~ **and land disturbance** permit. The approved SWPPP shall be followed during the entire duration of construction at the site. The director may require reports or records from the owner. No land disturbing activity shall be allowed to commence without prior SWPPP approval by the director.

(Ord. No. 5663, § 1(42-94), 3-4-2008)

Sec. 38-205. Amendments to the approved SWPPP.

(a) The owner must modify and update the SWPPP in accordance with section 3.4.1 of the state

construction general permit **No. TNR100000**.

(b) The SWPPP, as amended, shall be submitted to the director for approval.
(Ord. No. 5663, § 1(42-95), 3-4-2008)

Secs. 38-206 - 38-233. Reserved.

DIVISION 6. AS-BUILT CERTIFICATIONS

Sec. 38-234. General requirements.

(a) Prior to the release of a **performance** bond **required in section 38-347** or approval of final plat, an as-built certification shall be provided to the director, certifying that all drainage and treatment structures or facilities, BMPs, volumes, sizes, slopes, locations, elevations and hydraulic structures have been field verified, represent the as-built field conditions, and comply with the approved stormwater management plans, **and that all required protective covenants have been properly filed with the appropriate register of deeds**. Features such as roadway lines, grades, cross slopes, locations, contours, elevations, boundaries of **vegetated-buffers zones** and areas that receive stormwater quality volume **reductions credits** shall be provided to verify approved plans. Other contents of the as-built certification must be provided in accordance with guidance provided in the stormwater management manual.

(b) As-built certifications shall include sufficient design information to show that stormwater management facilities required by this article will operate as approved. This shall include all necessary computations used to determine percent pollutant removal, the flow rates and treatment volumes required to size stormwater management facilities and BMPs.

(c) The as-built certification must be stamped by the appropriate design professional required to stamp the original stormwater management plan, as stated in section 38-139(d).

(d) The owner shall also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

(Ord. No. 5663, § 1(42-96), 3-4-2008)

Secs. 38-235 - 38-261. Reserved.

DIVISION 7. INSPECTIONS AND MAINTENANCE

Sec. 38-262. Right-of-entry.

(a) During and after construction, the director may enter upon any property which has a stormwater management facility, BMP, **vegetated-buffers zone**, water quality volume credit area, discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system, streams, natural drainageways or via any other private or public stormwater management system during all reasonable hours to inspect for compliance with the provisions of this article, or to request or perform corrective actions.

(b) Failure of an owner to allow such entry onto a property for the purposes set forth in subsection (a) of this section shall be cause for the issuance of a cease and desist order, withholding of a certificate of occupancy, and/or civil penalties and/or damage assessments in accordance with division 10 of this article.

(Ord. No. 5663, § 1(42-97), 3-4-2008)

Sec. 38-263. Requirements.

(a) The owners of stormwater management facilities, BMPs, **vegetated-buffers zones** and water quality volume credit areas shall at all times inspect, properly operate and maintain all facilities and systems of stormwater treatment and control (and related appurtenances), and all vegetated buffers and water quality volume credit areas in such a manner as to maintain the full

function of the facilities or **BMP's best management practices** which are installed or used by the owners to achieve compliance with this article.

(b) Inspection and maintenance of privately owned stormwater management facilities, **BMP's, best management practices vegetated buffers zones** and water quality volume **reduction credit** areas shall be performed at the sole cost and expense of the owners of such facilities/areas.

(c) Inspection and maintenance shall be performed in accordance with specific requirements and guidance provided in the stormwater management manual. Inspection and maintenance activities shall be documented by the owner or their designee, and such documentation shall be maintained by the owner for a minimum of three years, and shall be made available for review by the director upon request.

(d) The director has the authority to impose more stringent inspection requirements as necessary for purposes of water quality protection and public safety.

~~(e) Prior to release of the performance bond, the owner shall provide the city with an accurate as-built of the property and an executed protective covenant for all BMPs, vegetated buffers and areas that a final operations and maintenance plan, which shall include an executed legal document entitled covenants for permanent maintenance of stormwater facilities and best management practices. The owner shall record these items in the office of the county register of deeds. The location of the stormwater management facilities, best management practices, vegetated buffers, water quality volume reduction areas and the water quality easements associated with these facilities/areas shall be shown on a plat that is also recorded in the office of the county register of deeds.~~

(f) The removal of sediment and/or other debris from stormwater management facilities and **BMP's best management practices** shall be performed in accordance with all city, state, and federal laws. Guidelines for sediment removal and disposal are referenced in the stormwater management manual. The director may stipulate additional guidelines if deemed necessary for public safety.

(g) The director may order corrective actions as are necessary to properly maintain and operate erosion prevention and sediment control measures, **BMP's best management practices**, stormwater management facilities, **vegetated buffers zones areas** and/or water quality volume **reduction credit** areas within the city for the purposes of stormwater pollution prevention, water quality treatment, channel erosion protection, adherence to local performance standards and/or public safety. If the owner fails to perform corrective actions, the director shall have the authority to order the **city or others to take** corrective actions ~~to be performed by the city or others~~. In such cases where a performance bond exists, the city shall utilize the bond to perform the corrective actions. In such cases where a performance bond does not exist, the owner shall reimburse the city for all of its direct and related expenses. If the owner fails to reimburse the city, the city is authorized to file a lien for said costs against the property and to enforce the lien by judicial foreclosure proceedings.

(h) This article does not authorize access to adjoining private property by the owner or site operator. Arrangements concerning removal of sediment or pollutants on adjoining property must be settled by the owner or operator with the adjoining land owner.

(Ord. No. 5663, § 1(42-98), 3-4-2008)

Secs. 38-264 - 38-289. Reserved.

DIVISION 8. PERMIT CONTROLS AND SYSTEM INTEGRITY

Sec. 38-290. General requirements.

(a) Any alteration, improvement, or disturbance to stormwater management facilities, **vegetated buffers zones** or water quality volume **reduction credit** areas shown in as-built drawings shall be prohibited without written authorization from the director. This does not include alterations

that must be made in order to maintain the intended performance of the stormwater management facilities or BMPs.

(b) Other state and/or federal permits that may be necessary for construction in and around streams and/or wetlands shall be approved through the appropriate lead regulatory agency prior to submittal of a stormwater management plan to the city.

(Ord. No. 5663, § 1(42-99), 3-4-2008)

Secs. 38-291 - 38-313. Reserved.

DIVISION 9. NONSTORMWATER DISCHARGES

Sec. 38-314. General requirements.

(a) Except as set out in subsection (b) of this section, no owner shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct, or continuance of any nonstormwater discharge to the municipal separate storm sewer system, **whether intentional or not**, is prohibited.

(b) For purposes of this article, the following are not illicit discharges **unless identified as significant contributors of pollutants to the municipal separate storm sewer system**:

- (1) Landscape irrigation or lawn watering with potable water;
 - (2) Diverted stream flows permitted by the state;
 - (3) Rising groundwater;
 - (4) Groundwater infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
 - (5) Pumped groundwater;
 - (6) Foundation or footing drains;
 - (7) Water discharged from crawl space pumps;
 - (8) Air conditioning condensate;
 - (9) Springs;
 - (10) Individual, residential washing of vehicles;
 - (11) Flows from natural riparian habitat or wetlands;
 - (12) Swimming pools (if dechlorinated, less than one part per million chlorine);
 - (13) Street cleaning and deicing;
 - (14) From emergency firefighting activities;
 - (15) Pursuant to a valid and effective NPDES permit issued by the state;
 - (16) Discharges necessary to protect public health and safety, as specified in writing by the city;
- and**
- (17) Dye testing permitted by the city;
 - (18) Water line flushing or other potable water sources;**
 - (19) Natural riparian habitat or wetland flows; and**
 - (20) Discharges authorized by the Construction General Permit (CGP).**
- (Ord. No. 5663, § 1(42-100), 3-4-2008)

Sec. 38-315. Prohibition of illicit connections.

The construction, use, maintenance, and continued existence of illicit connections to the separate ~~municipal~~ storm sewer system are prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, even if the connection was permissible under law or practices applicable or prevailing at the time.

(Ord. No. 5663, § 1(42-101), 3-4-2008)

Sec. 38-316. Elimination of discharges or connections.

(a) Any owner ~~or tenant~~ of a property ~~or premises~~, which is, or may be, the source of an illicit

discharge, may be required to implement, at such ~~owner's~~ ~~person's~~ expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system.

(b) Any owner ~~or tenant~~ of a property or premises where an illicit connection is located shall be required, at such ~~owner's~~ ~~person's~~ expense, to eliminate the connection to the municipal separate storm sewer system.

(c) Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this article.

(d) No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the city.

(Ord. No. 5663, § 1(42-102), 3-4-2008)

Sec. 38-317. Notification of spills.

(a) Notwithstanding other requirement of law, when any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of a pollutant which results in, or may result in, a discharge into stormwater and/or the municipal separate stormwater system, such person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

(b) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of hazardous substance such person shall immediately notify emergency response agencies of the occurrence by emergency dispatch services, and shall notify the director no later than the next business day of the release of hazardous materials.

(c) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of nonhazardous substance such person shall notify the director no later than the next business day.

(d) Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the director within three business days of the telephone notice.

(e) If the discharge of a pollutant emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least ~~five~~ **three** years.

(f) Documented illicit discharges shall be responded to no more than seven days from detection, and eliminated as soon as possible.

(Ord. No. 5663, § 1(42-103), 3-4-2008)

Sec. 38-318. Actions in violation of the city's NPDES permit.

Notwithstanding any other provision in this article, no person or entity shall allow any discharge into the municipal separate storm sewer system that would be a violation of the city's NPDES general permit for discharges from small municipal separate storm sewer system or would cause the city to be in violation of its permit.

(Ord. No. 5663, § 1(42-104), 3-4-2008)

Secs. 38-319 - 38-339. Reserved.

DIVISION 10. ENFORCEMENT

Sec. 38-340. Remedies nonexclusive.

The remedies provided for in this article are not exclusive and the director may take any, all or any combination of these actions against a noncompliant owner. The director is empowered to take more than one enforcement action against any noncompliant owner that is in violation. (Ord. No. 5663, § 1(42-107), 3-4-2008)

Sec. 38-341. Adoption of response plan.

An enforcement response plan, including a schedule of civil penalties which may be assessed for certain specific violations or categories of violations, shall be established by resolution of the board of mayor and aldermen. Any civil penalty assessed to a violator pursuant to this section may be in addition to any other penalty assessed by a state or federal authority. (Ord. No. 5663, § 1(42-108), 3-4-2008)

Sec. 38-342. Show cause hearing.

An owner that has been issued an assessment **of damages or civil penalty** or order under this article may **within ten days from such action** submit a written request to appear before the director and show cause why the proposed enforcement action should not be taken. **Upon receipt by the director of a timely request for a show cause hearing the director shall within a reasonable time notify the owner of the time and place for the hearing. In the written request for a show cause hearing the owner is responsible for providing the director an address, email address, fax number, or such for the receipt of the notice of the show cause hearing.** ~~Notice of hearing shall be served by the director on the owner specifying the time and place for the hearing. The notice of hearing shall be served personally certified mail, return receipt requested, at least ten days prior to the hearing.~~ A show cause hearing shall not be a bar against or prerequisite for **the director** taking any other action against the owner, but, **except as otherwise provided by section 38-346, an offer of a show cause hearing by the director** it shall be **made before taking further action on the** ~~a prerequisite for issuing any~~ administrative order or assessment of **damages or civil penalties.** ~~except as provided by section 38-346.~~ (Ord. No. 5663, § 1(42-109), 3-4-2008)

Sec. 38-343. Appeals process.

(a) Except in emergency suspensions pursuant to section 38-346, any owner against whom a **assessment for damages or civil** penalty or order has been made for a violation of this article, or a permit denied, revoked, suspended **by the director**, ~~against whom the director has issued an order or who is otherwise aggrieved by an act of the director~~ shall have **1530** days after having been ~~served with~~ **notified of** the assessment or order, or after a permit has been denied, revoked or suspended, ~~or such person has been aggrieved~~ to appeal the action **to the stormwater appeals board** by filing with the city recorder a written petition for appeal setting forth the grounds and reasons for the appeal, **and the owner shall serve a copy of the petition for appeal on the director.** The failure to serve the ~~administrative the city recorder appeals board~~ within **1530** days with the written petition for appeal is jurisdictional, and if an appeal is not taken within the **1530** days the matter shall be final.

(b) Upon receipt of a written petition ~~for appeal from an aggrieved owner under this article but not less than 15 days after notice of a matter to be appealed,~~ the city recorder shall give the ~~owner petitioner~~ **30 days'** written notice of the time and place of the hearing, ~~but in no case shall such hearing be held more than 60 days from the receipt of the written petition unless the~~ **The director and the petitioner owner may agree to a continuance of the hearing; a continuance will be granted when there are not at least three members of the appeals board present for the hearing; the chairman of the appeals board may grant a**

continuance of the hearing for good cause shown; or as may otherwise be governed by its rules of procedure.

(c) An appeal to the appeals board shall be a de novo review.

(d) **The appeals board shall have the authority to establish written rules of procedure for the conduct of its hearings, provided** Hhearings before the appeals board shall be conducted in accordance with the following:

(1) The presence of at least three members of the appeals board shall be necessary to conduct a hearing.

(2) A verbatim record of the proceedings shall be taken, ~~together with the findings of fact and conclusions of law.~~ The transcript so recorded shall be made available to any party upon prepayment of a charge adequate to cover the costs of preparation.

(3) In connection with the hearing, subpoenas shall be issued in response to any reasonable request by any party to the hearing requiring the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing. In case of contumacy or refusal to obey a notice of hearing or subpoena issued under this section, the chancery court shall have jurisdiction, upon application of the appeals board or the director, to issue an order requiring such person to appear and testify or produce evidence as the case may require, and any failure to obey such order of the court may be punished as contempt under law.

(4) Testimony before the appeals board shall be given under oath or affirmation, but the rules of evidence shall not apply.

(45) On the basis of the evidence produced at the hearing, the appeals board shall by majority vote of the members present make findings of fact and conclusions of law and enter such decisions and orders as in its opinion will best further the purposes of this article, which shall be done orally at the hearing or, if recessed, when the hearing is reconvened. (5) Such decisions and orders of the appeals board shall by reduced to writing, signed by one of the members present at the hearing and filed with the city recorder, as an official act of the appeals board, which writing shall be maintained in the permanent records of the city recorder and shall serve as entry of the decision. A copy shall be delivered to the director and the petitioner or mailed to them at their last known addresses.

(6) Any person to whom an emergency order is directed pursuant to section 38-346 shall comply therewith immediately, but on petition to the appeals board shall be afforded a hearing not later than three working days from the receipt of such petition.

~~(e) The following shall not be applicable to emergency suspensions pursuant to section 38-346:~~

~~(1) If a written petition of appeal is filed by an owner, the effective date of the matter properly appealed shall be stayed until a decision is announced by the appeals board; provided, however, that in no case shall such a stay exceed a period of 90 days, except as provided in section 38-349, from the date of receipt of a written petition to the director to appeal as set out in this section.~~

~~(2) If a continuance of a hearing before the appeals board is requested by an owner, no additional time shall be added to the limitations of subsection (c) of this section.~~

~~(3) If the appeals board is not able, for good cause, to hold a hearing within the 60-day limit, the stay shall be extended by the number of days such period is exceeded.~~

~~(4) If a continuance is requested by the city, the time of the stay shall be extended by the same number of days as the continuance.~~

(Ord. No. 5663, § 1(42-110), 3-4-200

Sec. 38-344. Civil penalties.

(a) Pursuant to T.C.A. § 68-221-1106(a), any owner in violation of the provisions of this article shall be subject to a civil penalty of not less than \$50.00 or more than \$5,000.00 per day for each day of violations. Each day of violation may constitute a separate violation. This penalty may be determined by application of the enforcement response plan as defined in section 38-

341.

(b) The director may recover reasonable attorney's fees, court costs and other expenses associated with enforcement of this article and the cost of any actual damages incurred by the city.

~~(c) Civil penalties assessed hereunder are intended to be remedial to protect the public health, safety and welfare of the public by protecting the waters of the state and adjoining properties. When a civil penalty is assessed to disgorge undeserved profits, or reimburse the city or a private party for fixing damages caused by the noncompliance of the owner, such penalty may be imposed without regard to whether the owner corrects or remedies the violation. Otherwise, when a civil penalty is assessed against an owner found in violation, such assessment should be conditioned on providing the owner time to correct or remedy the violation in which event the penalty shall be suspended pending future compliance. If the owner fails or refuses to remedy the violation, the penalty may be imposed per diem until the violation is corrected or remedied.~~

In determining the amount of the penalty to assess, the director shall consider the factors listed in **section 38-345**, the enforcement response plan and may consider all relevant circumstances, including but not limited to the extent of harm caused by the violation, the magnitude and duration of the violation, the compliance history of the owner and any other factor provided by law. (Ord. No. 5663, § 1(42-111), 3-4-2008)

Sec. 38-345. Method of assessment for noncompliance.

Civil penalties shall be assessed in the following manner:

(1) The director may issue an assessment against any owner responsible for the violation;

(2) Any person against whom an assessment has been issued may secure a review of said assessment by filing with the director a written petition setting forth the grounds and reasons for their objections and asking for a hearing on the matter before the appeals board. If a petition for review of the assessment is not filed within 30 days after the date the assessment is served, the owner shall be deemed to have consented to the assessment and it shall become final;

(3) If any assessment becomes final because of an owner's failure to appeal the city's assessment, the director may apply to the appropriate court for a judgment and seek execution of said judgment, and the court in such proceedings shall treat a failure to appeal such assessment as a confession of judgment in the amount of the assessment. Upon final order, if payment is not made, the director may issue a cease and desist order;

(4) In assessing a civil penalty, the following factors may be considered:

a. The harm done to the public health or the environment;

b. Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;

c. The economic benefit gained by the violator;

d. The amount of effort put forth by the violator to remedy this violation;

e. Any unusual or extraordinary enforcement costs incurred by the city;

f. The amount of penalty established by ordinance or resolution for specific categories of violations; and

g. Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment;

(5) Damages may also include any expenses incurred in investigating and enforcing the requirements of this article; removing, correcting and terminating any discharge or connection; and also compensation for any actual damages to the property or personnel of the city caused by the violation, and any reasonable expenses incurred in investigating and enforcing violations of this article.

(6) Where the director has issued progressive enforcement to achieve compliance with this article, and in the judgment of the director such has not been successful, the director may refer the violation to TDEC.

(Ord. No. 5663, § 1(42-112), 3-4-2008)

Sec. 38-346. Emergency suspensions.

(a) Under this article, if the director finds that an emergency exists imperatively requiring immediate action to protect the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; the director may, without prior notice, issue an order reciting the existence of such an emergency and requiring that such action be taken as the director deems necessary to meet the emergency, including suspension of a permit issued under this article.

(b) Any owner notified of a suspension shall immediately eliminate the violation. If an owner fails to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary to remedy the endangerment. The director may allow the owner to recommence when the owner has demonstrated to the satisfaction of the director that the period of endangerment has passed.

(c) An owner that is responsible, in whole or in part, for any discharge or connection presenting imminent danger to the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; shall submit a detailed written statement, describing the causes of the harmful discharge or connection and the measures taken to prevent any future occurrence, to the director prior to the date of any show cause hearing under section 38-342.

(d) Nothing in this article shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(e) Any owner whose permit or operation is suspended pursuant to this section, on petition to the appeals board, shall be afforded a hearing as soon as possible, but in no case shall such hearing be held later than three working days from the receipt of such a petition by the director.

(Ord. No. 5663, § 1(42-113), 3-4-2008)

Sec. 38-347. Financial assurance.

(a) A performance bond which guarantees satisfactory completion of construction work related to stormwater management facilities, channel protection, ~~vegetative~~ **buffers zones** and any **BMP's best management practices** shall be required. **Prior to release of the performance bond, the owner shall provide the city with an accurate as-built of the property and an executed protective covenant for all BMPs, vegetated buffers zones and areas that a final operations and maintenance plan, which shall include an executed legal document entitled covenants for permanent maintenance of stormwater facilities and BMP's. The owner shall record these items in the office of the county register of deeds. The location of the stormwater management facilities, BMP's, vegetated buffers, water quality volume credit areas and the water quality easements associated with these facilities/areas shall be shown on a plat that is also recorded in the office of the county register of deeds.**

(b) Performance bonds shall name the city as beneficiary and shall be guaranteed in the form of a surety bond, cashier's check or letter of credit from an approved financial institution or insurance carrier. The surety bond, cashier's check or letter of credit shall be provided in a form and in an amount to be determined by the director. The actual amount shall be based on submission of plans and estimated construction, installation or potential maintenance and/or remediation expenses.

(c) The city recorder may refuse brokers or financial institutions the right to provide a surety bond, cashier's check or letter of credit based on past performance, ratings of the financial institution or other appropriate sources of reference information.

(d) The director may decline to approve a plan or issue or reissue a permit to any owner who has failed to comply with any section of this article, a permit or order issued under this article unless such owner first files a satisfactory bond, payable to the city, in a sum not to exceed a

value determined by the director to be necessary to achieve consistent compliance.
(Ord. No. 5663, § 1(42-114), 3-4-2008)

Sec. 38-348. Injunctive relief.

When the director finds that an owner has violated or continues to violate any section of this article, or a permit or order issued under this article, the director may petition the appropriate court, through the city attorney, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, order or other requirement imposed by this article on activities of the owner. The director may also seek such other action as is appropriate for legal and equitable relief, including a requirement for the owner to conduct environmental remediation. A petition for injunctive relief shall not be a bar against or a prerequisite for taking any other action against an owner.

(Ord. No. 5663, § 1(42-115), 3-4-2008)

Sec. 38-349. Additional stay.

The appeals board may grant an additional continuance and stay beyond that set out in section 38-343 upon the request of an owner/operator and upon the posting of an appeal bond payable to the city in a sum to be determined by the director as necessary to protect the interests of the city.

(Ord. No. 5663, § 1(42-116), 3-4-2008)

Sec. 38-350. Appeal and judicial review.

The alleged violator may appeal a decision of the appeals board pursuant to the provisions of T.C.A. § 27-8-101 et seq.

(Ord. No. 5663, § 1(42-117), 3-4-2008)



AGENDA ACTION FORM

Consideration of a Budget Ordinance to appropriate \$8,246.00 from the Department of Justice, Office of Justice Programs, Bulletproof Vest Partnership, Body Armor Safety Initiative

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager
Date: October 19, 2012

Action Form No.: AF-97-2012
Work Session: November 5, 2012
First Reading: November 6, 2012

Final Adoption: November 20, 2012
Staff Work By: Capt. Castle
Presentation By: Chief Osborne

Recommendation:
Approve the ordinance.

Executive Summary:

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a U.S. Department of Justice initiative designed to provide a critical resources to state and local law enforcement; this program provides reimbursement to law enforcement agencies at up to 50% of total vest monies spent annually.

On June 21, 2011 via AF-146-2011, the Board of Mayor and Alderman approved a resolution to apply for and receive this DOJ reimbursement grant for the purchase of bulletproof vests. We have subsequently been approved for \$8,246.00. The appropriation funding was not available until FY 13.

This Action Form is to approve the ordinance to appropriate the funding.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Clark	—	—	—
Segelhorst	—	—	—
McIntire	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



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Table with 3 columns: Name, Y, N, O. Rows include Joh, Clark, Segelhorst, McIntire, Parham, Shupe, Phillips.

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Projects-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice Body Armor Safety Initiative to the Bulletproof Vest Grant Project (NC1304) in the amount of \$8,246 and requires a 50% local match of \$8,246 which is provided for in the Drug Fund operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 127: Drug Fund			
Expenditures:			
127-3020-442-3020 Operating Supplies & Tools	30,227	(8,246)	21,981
127-4804-481-7035 To Gen. Project-Special Rev	0	8,246	8,246
Totals:	30,227	0	30,227

Fund 111: Gen. Projects-Special Rev. Fund			
Bulletproof Vest Grant (NC1304)			
Revenues:			
	\$	\$	\$
111-0000-331-3800 U.S. Department of Justice	0	8,246	8,246
111-0000-391-7200 From Drug Fund	0	8,246	8,246
Totals:	0	16,492	16,492
Expenditures:			
111-0000-331-3020 Operating Supplies & Tools	0	16,492	16,492
Totals:	0	16,492	16,492

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance Approving the Conveyance of Real Property in Exchange for Real Property for a Sewer Pump Station Site and Authorizing the Mayor to Execute the Appropriate Documents

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-324-2012
Work Session: November 5, 2012
First Reading: November 6, 2012

Final Adoption: November 20, 2012
Staff Work By: R. Trent/K. Combs
Presentation By: Mike Billingsley

Recommendation: Approve the ordinance.

Executive Summary:

The city is in the process of purchasing right-of-ways and easements for the Rock Springs Road/Westfield Area Sanitary Sewer Extension Project and, in doing so, has requested to purchase, in fee, a sanitary sewer pump station site from Jeffrey and Carolyn Mull. After meeting with Mr. Mull, he has expressed his desire to exchange the requested pump station site for a portion of a site formerly used for a water tank site that is located between the Mull's property and the property of Ronald and Connie Morrison. An aerial photograph showing the location of the properties involved, along with some maps, are attached. The city has removed the water tank from the property. The property has been declared surplus by the Planning Commission and the City Recorder. Attached is a copy of a memorandum from the City Recorder to the board regarding the property.

The property is landlocked so its value is nominal. The property will be divided into two tracts generally following the property line between the Mulls and the Morrisons extended between the east and west corners of the property. The property owners will each receive a tract of property that will be conveyed by quitclaim deed. Additionally, the ordinance vacates any right the city might still retain in an easement that was granted for the limited use of ingress and egress to the water tank site. This exchange will help resolve any issues with the acquisition of the sanitary sewer pump station site. Designated Alderman Valerie Joh recommends the property exchange.

Attachments:

- 1. Ordinance
2. Aerial photograph of properties
3. Sketch of pump station site property
4. Deed Recorded in deed book 57C, page 106
5. Deed of Easement in deed book 1250C, page 730
6. Memorandum from City Recorder

Funding source appropriate and funds are available: _____

Table with 3 columns: Name, Y, N, O. Rows include Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.



AGENDA ACTION FORM

Consideration of an Ordinance Approving the Conveyance of Real Property in Exchange for Real Property for a Sewer Pump Station Site and Authorizing the Mayor to Execute the Appropriate Documents

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Handwritten signature of John G. Campbell

Action Form No.: AF-324-2012
Work Session: November 5, 2012
First Reading: November 6, 2012

Final Adoption: November 20, 2012
Staff Work By: R. Trent/K. Combs
Presentation By: Mike Billingsley

Recommendation: Approve the ordinance.

Executive Summary:

The city is in the process of purchasing right-of-ways and easements for the Rock Springs Road/Westfield Area Sanitary Sewer Extension Project and, in doing so, has requested to purchase, in fee, a sanitary sewer pump station site from Jeffrey and Carolyn Mull. After meeting with Mr. Mull, he has expressed his desire to exchange the requested pump station site for a portion of a site formerly used for a water tank site that is located between the Mull's property and the property of Ronald and Connie Morrison. An aerial photograph showing the location of the properties involved, along with some maps, are attached. The city has removed the water tank from the property. The property has been declared surplus by the Planning Commission and the City Recorder. Attached is a copy of a memorandum from the City Recorder to the board regarding the property.

The property is landlocked so its value is nominal. The property will be divided into two tracts generally following the property line between the Mulls and the Morrisons extended between the east and west corners of the property. The property owners will each receive a tract of property that will be conveyed by quitclaim deed. Additionally, the ordinance vacates any right the city might still retain in an easement that was granted for the limited use of ingress and egress to the water tank site. This exchange will help resolve any issues with the acquisition of the sanitary sewer pump station site. Designated Alderman Valerie Joh recommends the property exchange.

Attachments:

- 1. Ordinance
2. Aerial photograph of properties
3. Sketch of pump station site property
4. Deed Recorded in deed book 57C, page 106
5. Deed of Easement in deed book 1250C, page 730
6. Memorandum from City Recorder

Funding source appropriate and funds are available: _____

Table with 3 columns: Name, Y, N, O. Rows include Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE MAKING VARIOUS FINDINGS; APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY FORMERLY USED AS A SITE FOR A WATER TANK IN EXCHANGE FOR PROPERTY FOR A SEWER PUMP STATION SITE; VACATING AN EASEMENT FOR EGRESS/INGRESS TO THE FORMER WATER TANK SITE; AUTHORIZING THE MAYOR TO EXECUTE QUITCLAIM DEEDS CONVEYING THE PROPERTY AND VACATING SUCH EASEMENT TO THE PROPERTY AND ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS ORDINANCE; AND ACCEPTING THE PROPERTY CONVEYED TO THE CITY FOR THE PUMP STATION SITE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I: The board finds the following:

1. On January 31, 1975, the city acquired property, identified as Parcel A, by deed recorded in deed book 57C, page 106 recorded in the Office of the Register of Deeds for Sullivan County and shown as Parcel 94 on Tax Map 105 of the Sullivan County Tax Maps;
2. The property was acquired for the purpose of locating a water tank on the property;
3. An easement was acquired for ingress and egress to the water tank by Deed of Easement recorded in deed book 1250C, page 730 in the Office of the Register of Deeds for Sullivan County, which use is limited to access to a water tank;
4. The city has removed the water tank and there are no water lines in the easement, eliminating the need for the property and the easement;
5. The property is surplus, and the Planning Commission and the City Recorder have declared the property as surplus and the city has no further need for the property;
6. The city is currently in the process of purchasing properties and easements for the Rock Springs Road/Westfield Area Sanitary Sewer Extension Project;
7. As part of that project the city must purchase some property in fee from Jeffrey and Carolyn Mull for a sanitary sewer pump station site, which is part of the property that is adjacent to the surplus property that was used for the water tank site;
8. The surplus property is located between the Mull property and property owned by Ronald and Connie Morrison, and it is entirely surrounded by those properties and is landlocked;
9. Mr. Mull has requested that the city exchange the surplus property for the property for the sewer pump station site so that one part of the surplus property is conveyed to Mr. and Mrs. Mull, and one part of the surplus property is conveyed to the other adjacent landowner, Ronald and Connie Morrison;
10. The property should be divided into two tracts by generally following the property line between the Mulls and the Morrisons extended between the east and west corners of the property with southern tract being conveyed to Mull and the northern tract being conveyed to Morrison; and

11. Designated Alderman Valerie Joh recommends the exchange of properties as indicated herein.
12. The actions authorized by this ordinance are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION II. That the board approves the conveyance, by quitclaim deed, of the real property identified as parcel A in a deed to the city recorded in deed book 57C, page 106 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville, said conveyance to be in two separate tracts as set out hereinabove, with one tract being conveyed by quitclaim deed to Jeffery and Carolyn Mull and one tract being conveyed by quitclaim deed to Ronald and Connie Morrison, in exchange for the conveyance by deed of Mr. and Mrs. Mull of the property the city needs for the sewer pump station for the Rock Springs Road/Westfield Area Sanitary Sewer Extension Project.

SECTION III. That the city hereby vacates the easement for ingress and egress to the water tank conveyed to the city by Deed of Easement recorded in deed book 1250C, page 730 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville.

SECTION IV. That, provided Jeffery and Carolyn Mull convey the sewer pump site to the city, in fee and as described in the plans for the sewer project, the mayor, or in his absence, incapacity or failure to act, the vice-mayor, is hereby authorized to execute and deliver, in a form approved by the city attorney, two quitclaim deeds as follows: by dividing the property described as Parcel A in the deed referenced in Section II above into two tracts by generally following the common property line of Jeffery and Carolyn Mull and Ronald and Connie Morrison extended between the east and west corners of the property and then conveying the southern tract by a quitclaim deed for One (\$1.00) Dollar consideration to Jeffery and Carolyn Mull, and conveying the northern tract by a quitclaim deed for One (\$1.00) Dollar consideration to Ronald and Connie Morrison; and that further the mayor or in his absence, incapacity or failure to act, the vice-mayor, is hereby authorized to execute and deliver, in a form approved by the city attorney, any other documents necessary and property to effectuate the purpose of this ordinance

SECTION V. That the mayor, or in his absence, incapacity or failure to act, the vice-mayor, after consultation with the city attorney, is hereby authorized to determine the boundary of the two tracts of the property as such division is described in Section IV, if there is any issue or dispute about the intent of the board regarding the division of the property to be conveyed by the city, it being the intent of the board that the property should generally be divided by drawing a straight line from the eastern corner of the property to the western corner of the property, recognizing there may be geographical or topographical reason to slightly adjust the location of the line.

SECTION VI. That upon conveyance of the property as described in Section IV, the city hereby vacates all interest in the easement for ingress and egress to the water tank conveyed to the city by Deed of Easement recorded in deed book 1250C, page 730 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville.

SECTION VII. That in order to remove this Deed of Easement from the chain of title, the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, one or more quitclaim deeds conveying to Jeffery and Carolyn Mull and Ronald and Connie Morrison the portion of the easement laying on their respective properties as described the Deed of Easement recorded in deed book 1250C, page 730 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville.

SECTION VIII. That the board hereby accepts the conveyance of the property to the city from Jeffery and Carolyn Mull for the sewer pump station site for the Rock Springs Road/Westfield Area Sanitary Sewer Extension Project.

SECTION IX. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS, Mayor

ATTEST:

JAMES DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

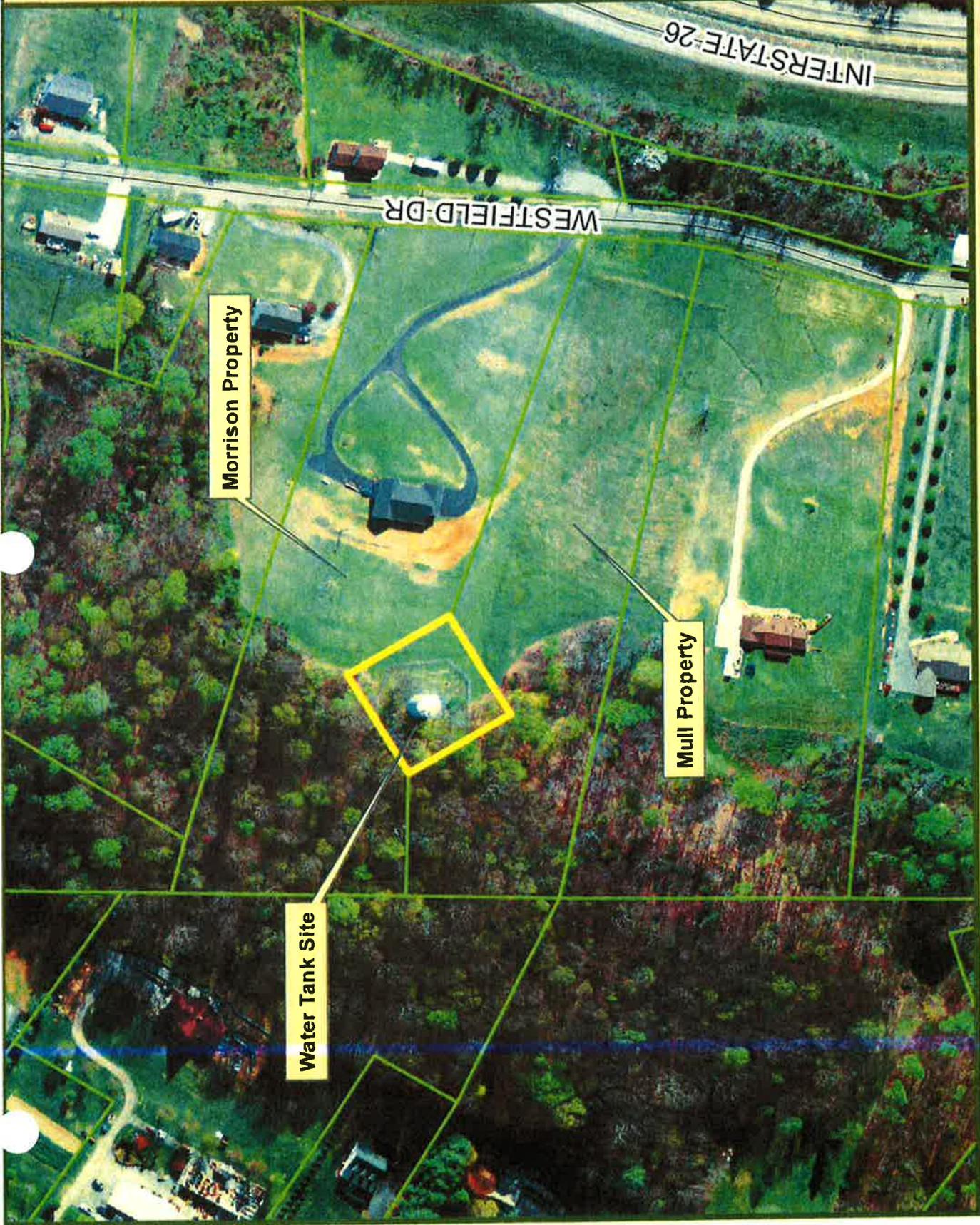
PASSED ON 2ND READING: _____

- Legend
- Parcels
- City Owned
- Streets

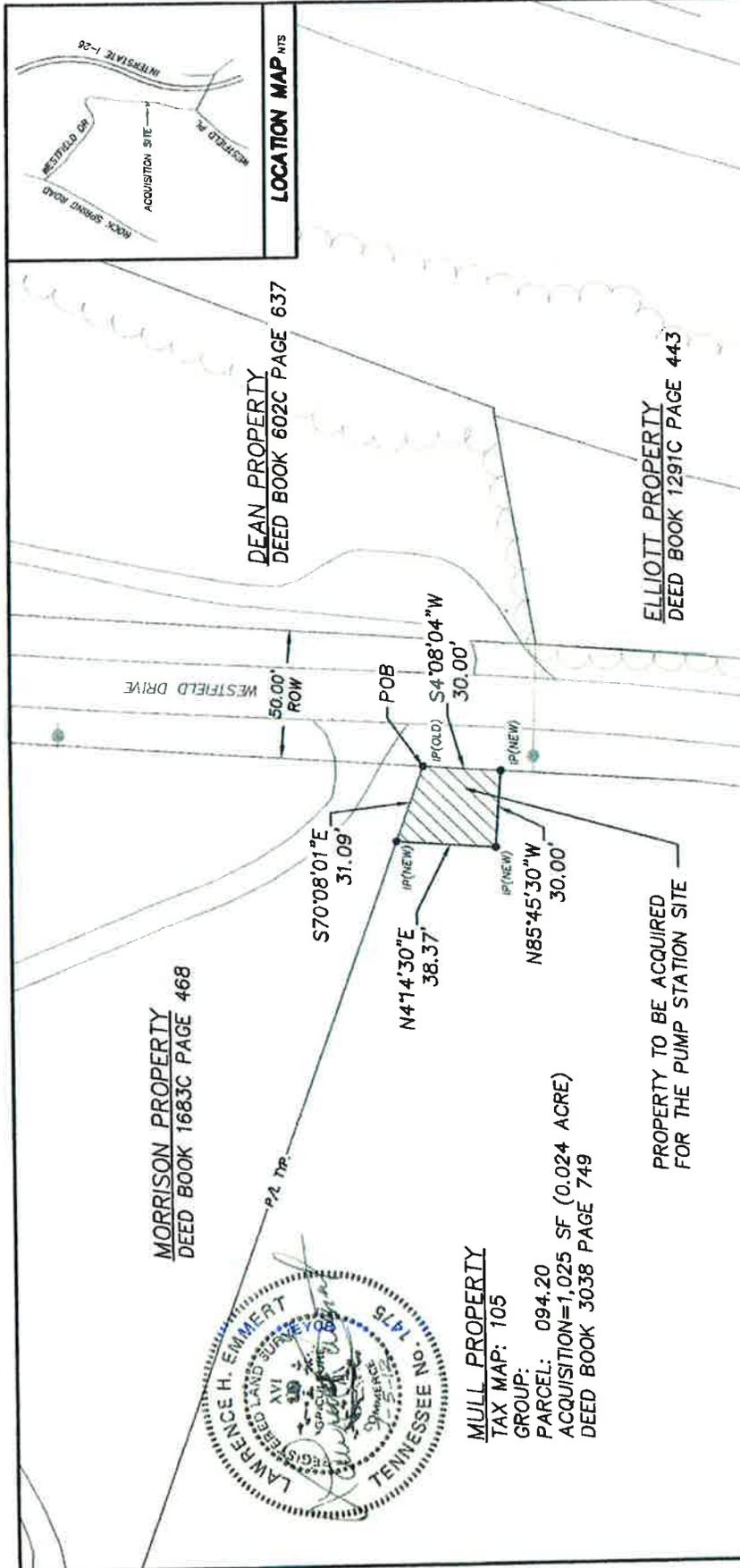


City of Kingsport, Tennessee
All Rights Reserved.

Map Reference#
17015w08775
Date: 11-01-2012



Westfield Drive Area



0057C
0106

BOOK 57C PAGE 106

THIS INSTRUMENT PREPARED BY:
W. E. Weber, Jr.
City Attorney
225 West Center Street
Kingsport, Tennessee

THIS DEED, made and entered into on this the 31st day of January, 1975, by and between SOUTH KINGSFORT UTILITY DISTRICT, of Sullivan County, Tennessee, a utility district created by the laws of the State of Tennessee, party of the first part and THE CITY OF KINGSFORT, a Municipal Corporation of the State of Tennessee, party of the second part:

W I T N E S S E T H:

That for and in consideration of the sum of Three (\$3.00) Dollars, cash in hand paid, receipt of which is here acknowledged and other valuable consideration, the party of the first part has bargained and sold and does transfer and convey unto the party of the second part, its successors and assigns, all of these certain parcels and tracts of land, easements and right-of-way located in the 13th Civil District of Sullivan County, Tennessee, more particularly described as follows, to-wit:

PARCEL A - Water storage tank site.

Located in the 13th Civil District of Sullivan County, Tennessee.

To reach the point of BEGINNING, start at a point in the southwesterly line of the Carroll Hill road distant southeasterly 15 feet from the divisional line of Ava H. Carroll and J. C. Bell; thence with a line parallel to and 15 feet from said divisional line, S. 4° 13' W., 565 feet to a point; thence leaving said divisional line and with a line through the Carroll property S. 25° 00' E., 393 feet to a point in the northerly line of the reservoir site and the point of

BOOK 57C PAGE 107

BEGINNING; thence N. 65° 00' E., 75 feet to an iron pin northeasterly corner of reservoir site and S. 25° 00' E., 150 feet to an iron pin southeasterly corner of reservoir site; S. 65° 00' W., 150 feet to an iron pin, southwesterly corner of reservoir site; thence N. 25° 00' W., 150 feet to an iron pin northwesterly corner of reservoir site; thence N. 65° 00' E., 75 feet to the point of BEGINNING, containing 22,500 square feet, more or less, and being a part of the Ava H. Carroll property, located in the 13th Civil District of Sullivan County, Tennessee.

PARCEL B - Easement for the purpose of ingress and egress, installation, repair and maintenance of water lines.

Located in the 13th Civil District of Sullivan County, Tennessee.

BEGINNING at a point in the southwesterly line of the Carroll Hill road distant southeasterly 15 feet from the divisional line of Ava H. Carroll and J. C. Bell; thence with a line parallel to and 15 feet from said divisional line S. 4° 13' W., 565 feet to a point; thence leaving said divisional line and with a line through the Carroll property S. 25° 00' E., 393 feet to a point in the northerly line of the reservoir site, containing 28,740 square feet, more or less, and being a 30-foot easement through the Ava H. Carroll property, located in the 13th Civil District of Sullivan County, Tennessee.

The aforestyled descriptions of Parcel A and B were conveyed to the party of the first part by a Deed dated the 22nd day of January, 1963, from Ava H. Carroll, widow, et. al., recorded February 14, 1963, in Deed Book 229-A, page 246 in the Register's Office for Sullivan County, at Blountville, Tennessee, to which reference is here made for further descriptive purposes.

PARCEL C - Tract of Land

Located in the 13th Civil District of Sullivan County, Tennessee.

BEGINNING at a point in the northwesterly line of the Rock Springs Road distant northeasterly 372.2 feet from the point of intersection of the said line

BOOK 57C PAGE 108.

of the Rock Springs Road with the divisional line between D. C. Galloway and W. S. King; thence with said line of Rock Springs Road N. 41° 50' E., 75 feet to a point; thence leaving the said line of Rock Springs Road N. 48° 10' W., 35 feet to a point; thence S. 41° 50' W., 75 feet to a point; thence S. 48° 10' E., 35 feet to the point of BEGINNING, containing 0.0693 acres, more or less, and being a part of the property acquired by William S. King by deed recorded in the Register's Office of Sullivan County, at Blountville, Tennessee, in Deed Book 8-A, page 113.

The aforestyled description of Parcel C was conveyed to the party of the first part by a Deed dated June 12, 1963, from William S. King and wife, Martha Morrison King, recorded June 12, 1964, in Deed Book 245-A, page 176, in the Register's Office for Sullivan County, at Blountville, Tennessee, to which reference is here made for further descriptive purposes.

PARCEL D - Water pipeline easement over, under and across property.

Located in the 13th Civil District of Sullivan County, Tennessee.

BEGINNING at a point in the northeasterly line of an unnamed road distant S. 52° 30' E., 10 feet from the divisional line of Galloway and Junior Wilson; thence N. 37° 30' E., with a line parallel to and 10 feet from the divisional line of Galloway and Wilson 105.7 feet to a point in the Henry Snavelly line and being a strip of land being 8 feet in width and lying 4 feet on either side of said center line from the northeasterly line of an unnamed road to the Henry Snavelly line.

The aforestyled description of Parcel D was conveyed to the party of the first part by a Deed (Agreement) dated October 19, 1963, from Bert Galloway and wife, Shirley Galloway, recorded June 12, 1964, in Misc. Book 107, page 358, in the Register's Office for Sullivan County, at Blountville, Tennessee, to which reference is here made for further descriptive purposes.

BOOK 57C PAGE 109

PARCEL E - Easement for installing, operating servicing, and maintaining water pipe lines over, under and across certain property.

Located in the 13th Civil District of Sullivan County, Tennessee.

BEGINNING at a point in the southeasterly line of Rock Springs Road distant northeasterly 97 feet from the point of intersection of said line of Rock Springs Road with the northeasterly line of Carroll Hill Road; thence southeasterly with a line crossing the J. C. Bell property 190 feet, more or less, to a point in the northeasterly line of Carroll Hill Road and being a strip of land 12 feet in width lying on 6 ft. on either side of said center line from the southeasterly line of the Rock Springs Road to the northeasterly line of Carroll Hill Road.

The aforestyled description of Parcel E was conveyed to the party of the first part by a Deed (Agreement) dated October 19, 1963, from J. C. Bell, et. ux., recorded June 12, 1964, in Misc. Book 107, page 356, in the Register's Office for Sullivan County, at Blountville, Tennessee, to which reference is here made for further descriptive purposes.

PARCEL F - Easement for installing, operating, servicing and maintaining water pipe lines over, under and across certain property.

Located in the 13th Civil District of Sullivan County, Tennessee.

BEGINNING at a point in the southwesterly line of Crooked Road distant northwesterly approximately 1400 feet from the point of intersection of the said line of Crooked Road with the northwesterly line of Rock Springs Road to a point in the J. P. McCulley line; thence southwesterly and crossing the McCulley property approximately 400 feet to a point in the Bacon property being a strip 10 feet in width and lying 5 feet on either side of said center line from the southwesterly line of Crooked Road to the Bacon property line.

BOOK 57C PAGE 110

The aforestyled description of Parcel F was conveyed to the party of the first part by a Deed (Agreement) dated May 8, 1964, from J. P. McCulley and wife, Nancy McCulley, recorded June 12, 1964, in Misc. Book 107, page 360, in the Register's Office for Sullivan County, at Blountville, Tennessee, to which reference is here made for further descriptive purposes.

TO HAVE AND TO HOLD unto the party of the second part, their successors and assigns, in fee simple forever.

The party of the first part covenants to and with the party of the second part, their successors and assigns, that it is lawfully seized and possessed of said property; that it has a good and lawful right to convey the same; that said property is free, clear and unencumbered, that it will forever warrant and defend the title to the said property against the good and lawful claims of all persons whomsoever.

WITNESS the signatures of the party of the first part, on this day and date first written above.

SOUTH KINGSFORT UTILITY DISTRICT
OF SULLIVAN COUNTY, TENNESSEE

BY Dennis Bacon
President

ATTEST:

E. P. Erwin
Secretary

0057C
0111

BOOK 57C PAGE 111

STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

Before me, Jay B. Hark, a Notary Public within and for the State and County aforesaid, personally appeared Dennis Bacon, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the South Kingsport Utility District of Sullivan County, Tennessee, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

GIVEN UNDER MY HAND AND OFFICIAL SEAL at office in said State and County, this 15th day of April, 1975.

Jay B. Hark
NOTARY PUBLIC

My commission expires:

2-12-78

Sullivan County, Tenn. Register of Deeds: Received for record on the 2 day of July, 19 75 at 8A M. Noted in Note Book 46 Page 203.

Mary Duncan
Register

Map # 105
Parcel # 94.20

THIS INSTRUMENT PREPARED BY:

Richard E. Tharp
Property Acquisition Agent
City of Kingsport, Tennessee 37660

BOOK 1250C PAGE 730

THIS DEED OF EASEMENT, made this 15TH day of July, 1997,
between GREGORY ARNOLD and wife, DIANE ARNOLD, Parties of the First Part, and
the CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of
Tennessee, Party of the Second Part.

E-3360

That for and in consideration of the sum of THREE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100th's (\$3,800.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Parties of the First Part have this day bargained and sold, and by these presents do hereby grant, sell, transfer and convey unto the Party of the Second Part, its successors and assigns, a permanent easement for ingress and egress to a water tank upon, across and under the following described property in the 13th Civil District of Sullivan County, Tennessee. The consideration mentioned herein includes payment for the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain or inverse condemnation, and being more particularly described and bounded as follows, to-wit:

BEGINNING at the intersection of the boundary line between Tracts 3 and 4 of Hilltop Acres with the centerline of Westfield Road, thence with the said boundary line, N 70° 08' 01" W, 561.54 feet to the intersection of said boundary line with the City of Kingsport tank site property, containing 11,230 square feet, more or less, and being 20 feet in width and lying 10 feet adjacent and parallel to both sides of the described centerline.

All as shown on a sketch titled "HILLTOP ACRES, OWNERS: GREGORY AND DIANE ARNOLD PROPERTY" located in the 13th Civil District of Sullivan County, Tennessee, Office of the City Engineer, Kingsport, Tennessee. Date: 10 April 1997. Scale 1" = 100', and on file in the Office of the City Engineer, 225 West Center St., Kingsport, Tennessee 37660.

And being part of the same property conveyed to Parties of the First Part by Deed of Record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 1206C at page 794, to all of which reference is hereby expressly made.

TO HAVE AND TO HOLD unto the City of Kingsport, Tennessee, its successors and assigns, for a permanent ingress and egress easement to a water tank.

The Parties of the First Part covenant with the Party of the Second Part, its successors and assigns, that they are lawfully seized and possessed of said property; that they

good and lawful right to convey the same as herein conveyed; that the said property is free, clear and unencumbered except as herein set out; and that they will forever warrant and defend the permanent easement herein conveyed against the good and lawful claims of all persons whomsoever.

WITNESS the signatures of the Parties of the First Part, on this the day and year first above written herein.

Gregory Arnold
GREGORY ARNOLD

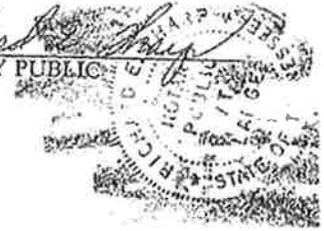
Diane Arnold
DIANE ARNOLD

STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

Personally appeared before me, Richard E. Sharp, a Notary Public in and for the State and County aforesaid, GREGORY ARNOLD and DIANE ARNOLD, the within named bargainers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that they have executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Kingsport, Tennessee, Sullivan County, this 15th day of July, 1997.

Richard E. Sharp
NOTARY PUBLIC


My Commission Expires:

May 7, 2000

MARY LOU DUNGAN
REGISTER OF DEEDS
SULLIVAN COUNTY, TENNESSEE
9-22-1997 TIME 2:10
BOOK 1250C PAGE 730
TAX FEE CF
FEE 8.00 TOTAL 8.00
RECEIPT NO. 151933-001

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: James H. Demming, City Recorder 

DATE: October 31, 2012

SUBJECT: Surplus Property Request form Mr. Jeffery Mull
340 ½ Westfield Drive – Parcel Number 105/094.00

As required under Section 2-570 of the Kingsport Code of Ordinances, I have determined that the property located at 340 ½ Westfield Drive (Parcel Number 105/094.00) is surplus as determined by the Kingsport Regional Planning Commission at their October 18, 2012 meeting. As the value of this property is nominal and its disposal is for the convenience of the City, the requirement for an appraisal is waived and the Designated Alderman can proceed with the disposal of the property, subject to the final approval of the Board of Mayor and Aldermen.

If additional information is needed, please advise.

cc. John Campbell, City Manager
Mike Billingsley, City Attorney

Attachments



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Various Project Funds

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Handwritten signature of John G. Campbell

Action Form No.: AF-323-2012
Work Session: November 05, 2012
First Reading: November 06, 2012

Final Adoption: November 20, 2012
Staff Work By: Judy Smith
Presentation By: John Campbell

Recommendation: Approve the Ordinance

Executive Summary:

This ordinance is to transfer the remaining funds from the East Stone Drive Fire Station project (GP0814) in the amount of \$51,997 and from the Fire Department Equipment project (GP0708) in the amount of \$763 to the Fire Training Facility/Equipment project to purchase equipment. The Cattails Project Fund will be amended by transferring \$100,000 to the Golf Course Maintenance Building project.

The Harvard Award budget will also be amended by appropriating ticket sales received from the Straight to the Top Conference in the amount of \$56,214.

The General Project Fund will be amended by appropriating \$82,279 from the General Fund Undesignated Fund Balance to the Central Office Building project to complete the building on Clinchfield Street. The City of Kingsport has contributed \$605,000 to the project and this is an additional \$82,279. The total project cost was \$4,558,494.82.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: _____

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Various Project Funds

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-323-2012
 Work Session: November 05, 2012
 First Reading: November 06, 2012

Final Adoption: November 20, 2012
 Staff Work By: Judy Smith
 Presentation By: John Campbell

Recommendation: Approve the Ordinance

Executive Summary:

This ordinance is to transfer the remaining funds from the East Stone Drive Fire Station project (GP0814) in the amount of \$51,997 and from the Fire Department Equipment project (GP0708) in the amount of \$763 to the Fire Training Facility/Equipment project to purchase equipment. Also, the Fire Training Facility/Equipment project will be amended by appropriated funds received for training in the amount of \$8,607. The Cattails Project Fund will be amended by transferring \$100,000 to the Golf Course Maintenance Building project.

The Harvard Award budget will also be amended by appropriating ticket sales received from the Straight to the Top Conference in the amount of \$56,214.

The General Project Fund will be amended by appropriating \$82,279 from the General Fund Undesignated Fund Balance to the Central Office Building project to complete the building on Clinchfield Street. The City of Kingsport has contributed \$605,000 to the project and this is an additional \$82,279. The total project cost was \$4,558,494.82.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT AND
GENERAL PROJECT-SPECIAL REVENUE FUND BUDGETS BY
TRANSFERRING FUNDS FROM VARIOUS PROJECTS; AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund budgets be amended by transferring funds from the E. Stone Fire Station project (GP0814) in the amount of \$51,997, from the Fire Department Equipment project (GP0708) in the amount of \$763, from Property Acquisition project (GP1223) in the amount of \$100,000 and from State Route 93 & Pavilion Dr. project (GP0820) in the amount of \$10,000 to the Fire Training Fac/Equipment project (GP1001) in the amount of \$52,760, to the Golf Course Maintenance Building project (CG1200) in the amount of \$100,000 and to the Facilities Maintenance project (GP1006) in the amount of \$10,000.

SECTION II. That the General Project-Special Revenue Fund Budget be amended by appropriating funds received from ticket sales to the Harvard Award project (NC1100) in the amount of \$56,214.

SECTION III. That the General Project Fund budget be amended by appropriating \$82,279 to the Central Office Building project (GP1107) from the General Fund Undesignated Fund Balance to complete the building at Clinchfield Street.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
<u>E. Stone Drive Fire Station (GP0814)</u>			
<u>Revenues:</u>			
	\$	\$	\$
311-0000-368-1033 Series 2008A GO	2,029,762	0	2,029,762
311-0000-391-0100 From General Fund	355,859	(51,997)	303,862
311-0000-391-0105 Fleet Maintenance	198,480	0	198,480
Totals:	2,584,101	(51,997)	2,532,104
 <u>Expenditures:</u>			
311-0000-601-2020 Professional Consultant	1,000	0	1,000
311-0000-601-2023 Arch/Eng/Landscaping	6,996	0	6,996
311-0000-601-4041 Bond Sale Expense	29,762	0	29,762
311-0000-601-9001 Land	365,528	(10,039)	355,489
311-0000-601-9002 Buildings	1,686,833	8,990	1,695,823
311-0000-601-9006 Purchases Over \$5,000	493,982	(50,948)	443,034
Totals:	2,584,101	(51,997)	2,532,104
 Fund 311: General Project Fund			
<u>Fire Training Fac/Equip (GP1001)</u>			
<u>Revenues:</u>			
	\$	\$	\$
311-0000-364-2000 From Corporations	41,789	0	41,789
311-0000-364-1030 From Non-Profits	8,607	0	8,607
311-0000-391-0100 From General Fund	115,800	52,760	168,560
Totals:	166,196	52,760	218,956
 <u>Expenditures:</u>			
311-0000-601-9006 Purchases Over \$5,000	166,196	52,760	218,956
Totals:	166,196	52,760	218,956

**Fund 111: General Project-Special Revenue Fund
Harvard Award (NC1100)**

Revenues:

111-0000-348-7700 Ticket Sales	\$	0	\$	56,214	\$	56,214
111-0000-364-2000 From Corporations		69,257		0		69,257
Totals:		69,257		56,214		125,471

Expenditures:

111-0000-601-2011 Printing and Binding		3,631		2,087		5,718
111-0000-601-2020 Professional Consultant		36,926		51,732		88,658
111-0000-601-2040 Travel		2,700		895		3,595
111-0000-601-3012 Food		21,000		1,500		22,500
111-0000-601-3020 Operating Supplies & Tools		5,000		0		5,000
Totals:		69,257		56,214		125,471

**Fund 311: General Project Fund
Fire Department Equipment (GP0708)**

Revenues:

311-0000-391-0100 From General Fund	\$	318,614	\$	(763)	\$	317,851
Totals:		318,614		(763)		317,851

Expenditures:

311-0000-601-9004 Equipment		81,299		(220)		81,079
311-0000-601-9006 Purchases Over \$5,000		237,315		(543)		236,772
Totals:		318,614		(763)		317,851

**Fund 311: General Project Fund
Facilities Maintenance (GP1006)**

Revenues:

311-0000-391-0100 From General Fund	\$	104,304	\$	10,000	\$	114,304
311-0000-391-3300 Eastman Annex Tax Fund		13,776		0		13,776
Totals:		118,080		10,000		128,080

Expenditures:

311-0000-601-2022 Construction Contracts		112,580		10,000		122,580
311-0000-601-3020 Operating Supplies & Tools		5,500		0		5,500
Totals:		118,080		10,000		128,080

**Fund 311: General Project Fund
Property Acquisition (GP1223)**

Revenues:

311-0000-368-1041 2012 C GO Pub Imp	\$	147,670	\$	(100,000)	\$	47,670
311-0000-368-2101 Premium From Bonds Sale		5,141		0		5,141
Totals:		152,811		(100,000)		52,811

Expenditures:

311-0000-601-4041 Bond Sale Expense		2,811		0		2,811
311-0000-601-9001 Land		150,000		(100,000)		50,000
Totals:		152,811		(100,000)		52,811

Fund 311: General Project Fund

Golf Course Maint Bldg (CG1200)

Revenues:

453-0000-391-0527 2012C GO Pub Imp

Totals:

\$	\$	\$	
200,000	100,000	300,000	
200,000	100,000	300,000	

Expenditures:

453-0000-601-9003 Improvements

Totals:

200,000	100,000	300,000	
200,000	100,000	300,000	

Fund 311: General Project Fund

Central Office Building (GP1107)

Revenues:

311-0000-368-1037 Series 2009D BABS GO

311-0000-391-0100 From General Fund

311-0000-391-2100 From School Fund

Totals:

\$	\$	\$	
100,000	0	100,000	
505,000	82,279	587,279	
2,956,000	0	2,956,000	
3,561,000	82,279	3,643,279	

Expenditures:

311-0000-601-2022 Construction Contracts

311-0000-601-2023 Arch/Eng/Landscaping

311-0000-601-9002 Buildings

Totals:

720,354	0	720,354	
37,183	0	37,183	
2,803,463	82,279	2,885,742	
3,561,000	82,279	3,643,279	

Fund 110: General Fund

Revenues:

110-0000-392-0100 Fund Balance Appropriation

Totals:

\$	\$	\$	
724,840	82,279	807,119	
724,840	82,279	807,119	

Expenditures:

110-4804-481-7036 To General Project Fund

Totals:

0	82,279	82,279	
0	82,279	82,279	

Fund 311: General Project Fund

ST Route 93 & Pavilion Dr. (GP0820)

Revenues:

311-0000-391-0100 From General Fund

Totals:

\$	\$	\$	
17,968	(10,000)	7,968	
17,968	(10,000)	7,968	

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping

311-0000-601-9001 Land

311-0000-601-9003 Improvements

Totals:

600	0	600	
2,400	0	2,400	
14,968	(10,000)	4,968	
17,968	(10,000)	7,968	

SECTION IV. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of Approval for Additional Holiday Time at Christmas for City Employees

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager *[Signature]*

Action Form No.: AF: 337-2012
Work Session: November 19, 2012
First Reading: N/A
Final Adoption: November 20, 2012
Staff Work By: John G. Campbell
Presentation By: John G. Campbell

Recommendation: Approve the proposed additional holiday time at Christmas for employees.

Executive Summary:

In years past, the Board of Mayor and Aldermen have graciously and generously granted staff's request for additional holiday time in conjunction with the scheduled Christmas holiday. The scheduled Christmas holiday for City staff this year falls on Tuesday, December 25, 2012. Staff respectfully requests the Board of Mayor and Aldermen grant a day, Monday, December 24, 2012 as additional holiday time for our employees. All emergency services will be maintained as scheduled and those employees who are required to be on duty Monday, December 24, 2012 will be granted holiday time as schedules permit. (Fiscal Note: The cost for the employees required to work should not exceed \$30,000. This is based on a scheduled 10% workforce. Some of the employees may elect comp time instead of actual pay.) Typically when a day falls between the weekend day (Sunday in this case) and the holiday (Tuesday) very few citizens/customers are dealing with city services. Our employees will greatly appreciate your response to this request.

Attachments:

None

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—