



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, December 5, 2016, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief

Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. City/County Schools Update – Dr. Ailshie
4. Projects Status – Jeff Fleming
5. Review of Items on December 6, 2016 Business Meeting Agenda
6. Adjourn

Next Work Session, December 19, 2016: Keep Kingsport Beautiful Update, NETWORKS Update, Legislative Packet Update, Sales Tax, Wellness Clinic, Safety and Projects Status

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.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	11/18/16 - Conducted final walkthrough of tunnel. Motor control centers are being placed.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Survey underway.
\$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	12/20/2017	Tunnel liner plates arriving 12/9, bore tunnel under Rail Road proposed to start 12/15 near Waste Water Treatment Plant.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Consultant advised to proceed with detailed design of revised alignment based on conversations with affected property owners.
\$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	Contractor working on backlines on Foothills Rd and installing waterline.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/14/2017	Contract mailed to GRC 11/17.
\$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/ WA1502	12/10/2016	Three crews working on Morning Dove, Tiffany Ct.
\$2,500,000.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Pre-Bid Meeting 11/30/16
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Crews connecting meters on Ridgeway Road. Line installed up to road crossing on Rock Springs Road.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Revised scope and fee received 12/1/2016. Under review by staff.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	7/15/2017	Abating/removing old windows.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	11/14/16- Staff met with BWS&C to review basis of desgin report and initiate final design.
\$1,245,300.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	7/3/2017	Notice to proceed 12/5/16
\$1,123,727.93	Chad Austin	Pamela Gilmer	Ft. Henry and Moreland Dr. Sewer Rehabilitation	SW1401	2/18/2017	One line remaining to CIPP and three manholes on Moreland Drive.
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	TDOT Environmental Document preparation underway.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Due to cost and nuances of this project staff have determined to not hire consultant for ROW acquisition services. Staff work on ROW has begun.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Pre Constructicon Camera work ongoing. Begin on MLK section Dec. 5th.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Design continues. Detailed design of small retaining walls at culvert locations underway. Geotechnical boring are being scheduled for these locations.
\$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	12/31/2016	Contractor has completed the majority of the grading, forming, and concrete work. The shipment of the steel handrail has been delayed for several weeks. Contractor will re-mobilize and complete the project once the handrail has arrived on site.
\$631,700.00	Ronnie Hammonds	Elsa, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Consultant is working on updating bid book, specifications, etc. Once this is completed it will require submittal to TDOT for approval to bid.
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		4/30/2017	Merkel Brothers Construction was the low bidder. Contract is working it's way through the approval process.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/30/2017	Recommendation to award contract (Base Bid plus Bid Alternate 1) to King General Contractors will go to BMA for approval on December 6.
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	9/30/2019	Awaiting one utility response to be able to have TDOT certify prior to NTP for construction.
\$373,656.40	Chad Austin/Steve Robbins	David Edwards	Site Improvements - Konnarock Water Services Center		12/23/2016	Grading, water quality swales, and retaining wall complete. Work continuing this week on paving new parking lot.
\$250,000.00	Chad Austin		Border Region Area 3 Water Upgrades		2/17/2020	Design to start 1/1/19. Will be included with sewer upgrades to Border Regions Area.
\$221,800.00	Tim Elsa	Elsa, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	
\$152,293.29	Chad Austin	Hank Clabaugh	Cliffside Dr Force Main Replacement	TBD	2/8/2017	Notice to Proceed is set for January 9, 2017.
\$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	12/31/2016	Contractor to begin construction by end of November
\$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatment Plant	SW1607	1/15/2017	Structure complete. Installing wall panels.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2016	Property acquisition documents are being finalized.
\$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	1/15/2017	The new barge is operational. Work on the dock is underway using old barge as a work platform.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$65,160.00	Lewis Bausell	Mason, David	Landscape Enhancements for Wilcox/I-26 Gateway	GP1706	2/1/2017	Underway.
\$48,967.00	Kitty Frazier	Mason, David	Domtar Park Storage Building	GP1542	1/7/2017	Building is complete. Final grading the site.
		Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	In design.
		Mason, David	Riverbend Park	GP1512		Scheduling interviews with top 3 responding designers.
		Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	4/1/2017	Preliminary drawings have been submitted for review.
	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	Survey and design in progress
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	12/29/2017	Meeting with residents.
	Chris McCartt	Mason, David	New KATS Transit Center		12/31/2017	30% Schematic Design complete and reviewed last week.
	Morris Baker	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Design agreement with Spoden & Wilson executed. Design underway.
	Morris Baker	Mason, David	Library Children's Area	GP1400	7/1/2017	Bid Opening scheduled for 12/7.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, December 6, 2016, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

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Morris Baker, Community Services Director
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Led by Jacob Mullins, City Manager for a Day

II.B. INVOCATION – Pastor Tim Owen, North Kingsport Church of God

III. ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. Margot Seay, AARP Age-Friendly Community Recognition
2. Jacob Mullins, City Manager for a Day

IV.B APPOINTMENTS

1. Reappointments to the Emergency Communications District / E-911 Board

- Eddie Wampler
- Mary Margaret Denton

V. APPROVAL OF MINUTES

1. Work Session – November 14, 2016
2. Business Meeting – November 15, 2016

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Annex/Adopt Plan of Service for the 1392 Ridgecrest Avenue Annexation and Amend Zoning (AF: 294-2016) (Jessica Harmon)
 - Public Hearing
 - Resolution – Annexation
 - Ordinance – First Reading
 - Resolution – Plan of Service

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

1. Execute an Agreement with Bloomingdale Utility District for the Installation of Waterlines for the Rolling Dr. Annexation and Provide Funding (AF: 310-2016) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading
2. Accept \$1,000 Donation from GRC & Cain Rash West to the Kingsport Public Library and Appropriate Funds (AF: 312-2016) (Morris Baker)
 - Resolution
 - Ordinance – First Reading
3. Appropriate Funds from FM Global (AF: 313-2016) (Craig Dye, Barry Brickey)
 - Ordinance – First Reading
4. Amending the City of Kingsport Code of Ordinances and Resolution 2013-079 (AF: 311-2016) (Ryan McReynolds)
 - Ordinance – First Reading
 - Resolution

- ~~Withdrawn~~
- ~~5. Award Contract for Enterprise Place Roadway Improvements (AF: 319-2016) (Ryan McReynolds)~~
 - ~~• Ordinance – First Reading~~
 - ~~• Resolution~~
 6. Budget Adjustment Ordinance for FY17 (AF: 316-2016) (Jeff Fleming)
 - Ordinance – First Reading
 7. Amend the FY 2017 General Purpose School Fund Budget (AF: 322-2016) (David Frye)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend the General Project Fund Budget by Appropriating General Obligation Public Improvement Bond Series 2016 (AF: 299-2016) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**
2. Award Contract and Budget Ordinance for Miscellaneous Annexation Utilities Improvements Project (AF: 307-2016) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Amending Resolution No. 2017-082 and Ratifying the Action Taken (AF: 314-2016) (Mike Billingsley)
 - Resolution
2. Agreement with Headworks Incorporated for Bar Screen Rebuild at Wastewater Treatment Plant (AF: 315-2016) (Ryan McReynolds)
 - Resolution
3. Renew the Self-Funded Health Fund Excess Insurance Coverage with HCC Life Insurance Company (AF: 318-2016) (Mike Billingsley)
 - Resolution
4. Awarding the Bid for the Purchase of Two (2) Hightop Passenger Vans (AF: 320-2016) (Chris McCartt, Steve Hightower)
 - Resolution
5. Rejecting the Bids for the Purchase of Two (2) 22 Passenger Cutaway Mini Buses (AF: 321-2016) (Chris McCartt, Steve Hightower)
 - Resolution
6. Approving a Letter of Intent and Authorizing the Mayor to Execute the Same (AF: 323-2016) (Jeff Fleming)
 - Resolution

VII. CONSENT AGENDA

None

VIII. 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



AGENDA

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II.B. INVOCATION

III. ROLL CALL

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Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

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Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

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James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **KINGSPORT HOUSING AND REDEVELOPMENT UPDATE.** Ms. Maria Catron gave a presentation on this item.
4. **ALDERMAN VACANCY.** The board discussed the vacant position resulting from Alderman Mitchell's resignation. The person appointed would serve seven months – until the May election. Everyone agreed they would like this person to have some experience as a BMA member since the budget season is coming up. Mayor Clark suggested Tom Segelhorst and there was no opposition. City Attorney Billingsley pointed out he would need to be sworn in before December 1.
5. **SALES TAX, WELLNESS CLINIC, SAFETY AND PROJECTS STATUS.** City Manager Fleming stated sales tax revenue has been down for two consecutive months. He noted the Wellness Clinic was in transition as the school employees are not using it. Mr. Fleming pointed out there have been no lost time accidents.
6. **REVIEW OF AGENDA ITEMS ON THE NOVEMBER 15, 2016 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.
 - VI.D.2 **Purchase Order to Walton Signage for Wayfinding Sign Program Upgrades** (AF: 301-2016). City Manager Fleming gave details on this item, noting that some signs would require refacing and they will also be adding new ones.
 - VI.D.4 **Approve Riverbend Park Redevelopment Agreement with KHRA for Development of Riverbend Park** (AF: 297-2016). City Manager Fleming pointed out this project had tons of potential. Assistant City Manager Chris McCartt noted this was originally a Leadership Kingsport project.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, November 14, 2016**

Ms. Mary McNabb and Ms. Barbara Brown commented on the appointment of Tom Segelhorst.

7. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:45 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, November 15, 2016, 7:00 PM
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan

Alderman Colette George
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer

I. CALL TO ORDER: 7:00 p.m., by Mayor John Clark.

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: Led by New Vision Youth.

II.B. INVOCATION: Mitch Whisnant – Associate Minister, First Baptist Church.

III. ROLL CALL: By City Recorder Demming. All Present.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Malora Quesinberry – TSSA Administrator of the Year (Alderman George).
2. Dobyys-Bennett High School Band – 2016 Grand National Championships (Mayor Clark).

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. **Reappointments to the Historic Zoning Commission** (AF: 308-2016)
(Mayor Clark).

Motion/Second: McIntire/Parham, to approve:

REAPPOINTMENTS OF MR. JIM HENDERSON AND MS. JEWELL MCKINNEY TO
SERVE A SECOND FIVE-YEAR TERM ON THE **HISTORIC ZONING COMMISSION**
EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2021.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

- A. October 31, 2016 Regular Work Session
- B. November 1, 2016 Regular Business Meeting

Approved: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 15, 2016**

VI. COMMUNITY INTEREST ITEMS.

AA. ALDERMAN VACANCY.

**1. Declaration by the Mayor of a Vacancy on the Board of Mayor
and Aldermen and Consideration of an Individual to Fill the Vacancy**

Motion/Second: McIntire/Olterman, to pass:

DECLARE VACANCY AND CONSIDERATION OF TOM SEGELHORST TO FILL THE
VACANCY

Approved in a roll call vote: Clark, Duncan, George, McIntire, Olterman and Parham
voting "aye."

A. PUBLIC HEARINGS. None.

PUBLIC COMMENT. Mayor Clark 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. Amend the General Project Fund Budget by Appropriating
General Obligation Public Improvement Bond Series 2016 (AF: 299-2016)
(Jeff Fleming).**

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, THE WATER AND
SEWER FUND PROJECT BUDGETS BY APPROPRIATING GENERAL OBLIGATION
PUBLIC IMPROVEMENT BOND, SERIES 2016; FOR THE FISCAL YEAR ENDING
JUNE 30, 2017; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Award Contract and Budget Ordinance for Miscellaneous
Annexation Utilities Improvements Project (AF: 307-2016) (Ryan McReynolds).**

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO AMEND THE WATER FUND, WATER AND SEWER PROJECT
FUNDS BY TRANSFERRING FUNDS TO THE MISCELLANEOUS ANNEXATION
UTILITIES IMPROVEMENTS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX
THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Parham/Duncan, to pass:

**Resolution No. 2017-089, A RESOLUTION AWARDED THE BID FOR THE
MISCELLANEOUS ANNEXATION UTILITIES IMPROVEMENT PROJECT TO MERKEL**

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BROTHERS CONSTRUCTION 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 on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Award Contract and Budget Ordinance to Appropriate Funds for the Centennial Park Project (AF: 284-2016) (Chris McCartt).

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6623, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM THE EAST TENNESSEE FOUNDATION FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Duncan, George, McIntire, Olterman and Parham voting "aye."

2. Agreement with Kingsport Economic Development Board for Economic Development in the Downtown Redevelopment District and Appropriate Funds (AF: 289-2016) (Lynn Tully).

Motion/Second: Olterman/McIntire, to pass:

ORDINANCE NO. 6624, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY TRANSFERRING FUNDS TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD FAÇADE PROGRAM FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Duncan, McIntire, Olterman and Parham voting "aye" with George "abstaining."

3. Enter into a Materials Agreement with Danny Karst Related to Edinburgh South Phase I Development and an Ordinance to Appropriate the Funds (AF: 293-2016) (Ryan McReynolds)

Motion/Second: McIntire/Duncan, to pass:

ORDINANCE NO. 6625, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH SOUTH PHASE 1 MATERIALS AGREEMENT PROJECTS (WA1785 AND SW1785); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Duncan, George, McIntire, Olterman and Parham voting "aye."

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D. OTHER BUSINESS.

1. Award Contract for the Meadowview Conference Center Renovations Project (AF: 298-2016) (Chris McCartt).

Motion/Second: George/McIntire, to pass:

Resolution No. 2017-090, A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF MEADOWVIEW CONFERENCE CENTER RENOVATIONS TO GRC CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. Purchase Order to Walton Signage for Wayfinding Sign Program Upgrades (AF: 301-2016) (Ryan McReynolds, Chris McCartt)

Motion/Second: Parham/McIntire, to pass:

Resolution No. 2017-091, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR WAYFINDING SIGNS TO WALTON SIGNAGE

Passed: All present voting "aye."

3. Authorization to Purchase Phase II Furnishings for DB-Excel (AF: 303-2016) (David Frye, Shanna Hensley).

Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2017-092, A RESOLUTION APPROVING AN AGREEMENT WITH STEELCASE, INC. AND WORKPLACE INTERIORS, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR FURNITURE FOR THE DB EXCEL PROGRAM TO WORKPLACE INTERIORS FOR THE KINGSPORT CITY SCHOOLS

Passed: All present voting "aye."

4. Approve Riverbend Park Redevelopment Agreement with KHRA for Development of Riverbend Park (AF: 297-2016) (David Mason).

Motion/Second: McIntire/George, to pass:

Resolution No. 2017-093, A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY (KHRA); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AS AGENCY HEAD, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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5. Receive a Grant from the Kingsport Community Foundation Centennial Park Project Fund through the East Tennessee Foundation and Approve a Grant Award Letter with the East Tennessee Foundation for the Kingsport Centennial Park (AF: 292-2016) (Jeff Fleming).

Motion/Second: Parham/McIntire, to pass:

Resolution No. 2017-094, A RESOLUTION ACCEPTING GRANT NO. 20160939 FROM THE KINGSPORT COMMUNITY FOUNDATION CENTENNIAL PARK PROJECT FUND THROUGH THE EAST TENNESSEE FOUNDATION, APPROVING A LETTER OF AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER

Passed: All present voting "aye."

6. Approve Four "Notice of Termination of Temporary Construction Easement" for Easements Acquired from the Industrial Development Board of the City of Kingsport (KEDB) (AF: 304-2016) (Mike Billingsley).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2017-095, A RESOLUTION APPROVING A NOTICE OF TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT OF FOUR TEMPORARY CONSTRUCTION EASEMENTS FOR PROPERTY OWNED BY THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT (A/K/A KEDB) AND AUTHORIZING THE MAYOR TO EXECUTE THE NOTICES AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE NOTICES

Passed: All present voting "aye."

7. Approve Subordination Agreement for the DB Excel Project and an Agreement Pertaining to the Same (AF: 305-2016) (Mike Billingsley).

Motion/Second: Duncan/George, to pass:

Resolution No. 2017-096, A RESOLUTION APPROVING AN AGREEMENT WITH FIRST-CITIZENS BANK & TRUST COMPANY AND AN AGREEMENT WITH CAYENNE RENTAL PROPERTIES, G.P. PERTAINING TO THE DB EXCEL PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER

Passed: All present voting "aye."

8. Approve a Contribution, if Needed, to KEDB for Economic or Industrial Development and Authorizing One or More Agreements Pertaining to the Same (AF: 309-2016) (Jeff Fleming).

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Motion/Second: McIntire/Parham, to pass:

Resolution No. 2017-101, A RESOLUTION AUTHORIZING A CONTRIBUTION TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (KEDB) FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES; AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

VII. CONSENT AGENDA. *(These items are considered under one motion.)*

Motion/Second: Olterman/Duncan, to adopt:

1. Agreement Extension with Redflex Traffic Systems, Inc.
(AF: 300-2016) (David Quillin).

Pass:

Resolution No. 2017-097, A RESOLUTION AMENDING THE AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC. FOR TRAFFIC PHOTO ENFORCEMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. Amend Agreement with Prairie Farms Dairy to Renew for an Additional Year (AF: 302-2016) (Jennifer Walker).

Pass:

Resolution No. 2017-098, A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH PRAIRIE FARMS DAIRY FOR DAIRY ITEMS FOR THE KINGSPORT CITY SCHOOL NUTRITION SERVICES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ADDENDUM; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

Passed: All present voting "aye."

3. Approve Agreement Renewing Property Insurance for City-Owned Buildings (AF: 296-2016) (Terri Evans).

Pass:

Resolution No. 2017-099, A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH TRAVELERS INSURANCE FOR CITY OF KINGSPORT PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL

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DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF
THE AGREEMENT

Passed: All present voting "aye."

**4. Renew Workers Compensation Excess Insurance Coverage
through Safety National Insurance Company (AF: 295-2016) (Terri Evans).**

Pass:

Resolution No. 2017-100, A RESOLUTION APPROVING THE RENEWAL OF THE
AGREEMENT WITH SAFETY NATIONAL INSURANCE CORPORATION FOR
WORKERS' COMPENSATION REINSURANCE AND AUTHORIZING THE MAYOR TO
EXECUTE THE RENEWAL OF THE POLICY AND ALL DOCUMENTS NECESSARY
AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

- A. **CITY MANAGER.** Mr. Fleming provided statistics on retirees and educational opportunities in Kingsport.

- B. **MAYOR AND BOARD MEMBERS.** Alderman Olterman recognized a Dobyns Bennett cross country athlete and pointed out the football team won the Bobby Dodd award at a regional banquet. Alderman George wished Alderman Parham a happy birthday and reminded everyone the Santa Train and the parade is coming up Saturday. She also stated we are now in the holiday season, noting there are people and need and many volunteer opportunities out there. Vice-Mayor McIntire welcomed Tom Segelhorst back to the board. He also commented on last week's ribbon cutting on the greenbelt and wished everyone a Happy Thanksgiving. Alderman Duncan stated his tie was signed by the DB band. He also pointed out that KCVB had events going on this weekend as well. Lastly, he encouraged everyone to buy local when they were out shopping this weekend. Alderman Parham stated he appreciated everyone for their birthday wishes. He commented on the State of the City address, groundbreaking and ribbon cutting events that occurred earlier today. Mayor Clark commented on the Centennial Park groundbreaking and the progress that has been made. He pointed out the maker space ribbon cutting at the library was as an area for Kingsport to lead in. Alderman George mentioned the Veterans Memorial service that was held last Friday.

- C. **VISITORS.** A citizen spoke in support of the police department.

- D. Presentation of Submission to the State of Tennessee the Report on Debt Obligation (State Form CT-0253) - \$21,335,000 General Obligation Public Improvement Bond – Series 2016 by City Recorder Demming.

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of the City of Kingsport, Tennessee, Tuesday, November 15, 2016**

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:55 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

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, December 6, 2016, to consider the annexation, zoning, and plan of services for the 1392 Ridgecrest Avenue 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 southern corner of parcel 13, Group B, Tax Map 30B; thence in a northwestern direction, following the western boundary of parcel 13, approximately 79 feet to a point, said point being the northwestern corner of parcel 13; thence in a northeastern direction, approximately 75 feet to a point, said point being the northeastern corner of parcel 13; thence in a southeastern direction, approximately 79 feet to a point, said point being the southeastern corner of parcel 13 and the northeastern corner of parcel 12.10; thence in a southwestern direction approximately 75 feet the point of BEGINNING, and being all of parcel 13, Group B Tax Map 30B as shown on the August 2015 Sullivan County Tax Map.

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: 11/17/16

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 11th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE 1392 RIDGECREST AVENUE 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 RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 6th day of December 2016, and notice thereof published in the Kingsport Times-News on the 17th day of November 2016; 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, pursuant to *Tenn. Code Ann. § 6-51-104(a)* the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 15th day of November 2016, 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.* and upon written consent signed by the property owners in the affected territory submitted to the city 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. 11 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the southern corner of parcel 13, Group B, Tax Map 30B; thence in a northwestern direction, following the western boundary of parcel 13, approximately 79 feet to a point, said point being the northwestern corner of parcel 13; thence in a northeastern direction, approximately 75 feet to a point, said point being the northeastern corner of parcel 13; thence in a southeastern direction, approximately 79 feet to a point, said point being the southeastern corner of parcel 13 and the northeastern corner of parcel 12.10; thence in a southwestern direction approximately 75 feet the point of BEGINNING, and being all of parcel 13, Group B Tax Map 30B as shown on the August 2015 Sullivan County Tax Map.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 6th day of December 2016.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON RIDGECREST AVENUE FROM COUNTY R-3A, HIGH DENSITY RESIDENTIAL DISTRICT TO CITY R-1B, LOW DENSITY RESIDENTIAL DISTRICT IN THE 11TH 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 located on Ridgecrest Avenue from County R-3A, High Density Residential District to City R-1B, Single Family Residential District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southern corner of parcel 13, Group B, Tax Map 30B; thence in a northwestern direction, following the western boundary of parcel 13, approximately 79 feet to a point, said point being the northwestern corner of parcel 13; thence in a northeastern direction, approximately 75 feet to a point, said point being the northeastern corner of parcel 13; thence in a southeastern direction, approximately 79 feet to a point, said point being the southeastern corner of parcel 13 and the northeastern corner of parcel 12.10; thence in a southwestern direction approximately 75 feet the point of BEGINNING, and being all of parcel 13, Group B Tax Map 30B as shown on the August 2015 Sullivan County Tax Map.

SECTION II. 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 III. 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.

JOHN CLARK
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
1392 RIDGECREST AVENUE 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 1392 Ridgcrest Avenue annexation was submitted to the Kingsport Regional Planning Commission on October 20, 2016, 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 December 6, 2016; 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 November 18, 2016; 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 11th Civil District of Sullivan County, Tennessee, commonly known as the 1392 Ridgcrest Avenue Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southern corner of parcel 13, Group B, Tax Map 30B; thence in a northwestern direction, following the western boundary of parcel 13, approximately 79 feet to a point, said point being the northwestern corner of parcel 13; thence in a northeastern direction, approximately 75 feet to a point, said point being the northeastern corner of parcel 13; thence in a southeastern direction, approximately 79 feet to a point, said point being the southeastern corner of parcel 13 and the northeastern corner of parcel 12.10; thence in a southwestern direction approximately 75 feet the point of BEGINNING, and being all of parcel 13, Group B Tax Map 30B as shown on the August 2015 Sullivan County Tax Map.

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 1392 Ridgecrest Avenue Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**1392 Ridgecrest Avenue 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 four 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 2 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 53 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 American Electric Power and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer currently serves the annexation area.
- 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 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

The annexation area does not contain any streets.

10. Zoning Services

- A. The area will be zoned R-1B (Single family residential).
- 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 December, 2016.

ATTEST:

JOHN CLARK, Mayor

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

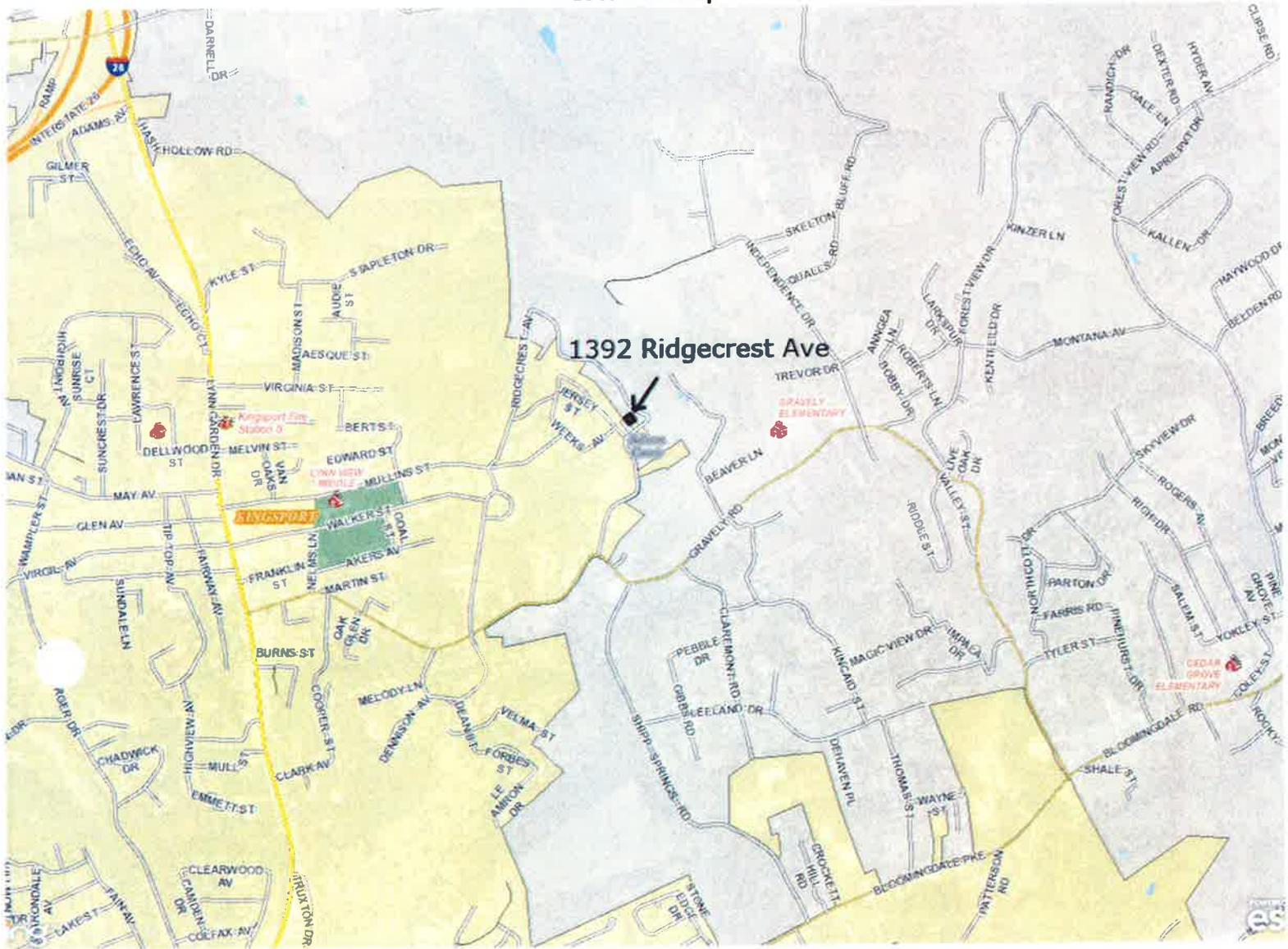
J. MICHAEL BILLINGSLEY, City Attorney

Kingsport Regional Planning Commission
Annexation Report

File Number 16-301-00004

Property Information	1392 Ridgecrest Avenue Annexation		
Address	1392 Ridgecrest Avenue		
Tax Map, Group, Parcel	TM 30B, Group B, Parcel 13		
Civil District	11 th		
Overlay District	N/A		
Land Use Plan Designation	Single Family Residential		
Acres	0.14 +/-		
Existing Use	Residential	Existing Zoning	County R-3A
Proposed Use	Residential	Proposed Zoning	City R-1B
Owner Information			
Name: Jessica Keizer Address: 3544 Crestwood Dr. City: Kingsport State: TN Zip Code: 37664 Email: jskeizer@charter.net Phone Number: (423) 817-8349		Intent: <i>Annexation by request of the subject parcel, enhancing health, safety, and welfare throughout the Kingsport Planning Region.</i>	
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> • <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i> • <i>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.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i> <p>Staff Field Notes and General Comments: This is a property owner-requested annexation submitted by Jessica Keizer. Mr. Benton contacted the city staff about a potential annexation so that all city services could be received, especially City Schools. Currently, the property is zoned County R-3A and staff is proposing City R-1B. This annexation meets the criteria set forth by the interim annexation policy as a small-scale residential annexation.</p> <p>Utilities: City of Kingsport water and sewer service currently serves the annexation area.</p>			
Planner:	Jessica Harmon	Date:	September 28, 2016
Planning Commission Action		Meeting Date:	October 20, 2016
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Location Map



Current City Zoning Map



Future Land Use Map



Cost

1392 Ridgecrest Ave

Cost Estimate/ tax records as of August 2016

Revenues	One Time	Reoccurring (annual)
Property Taxes	X	\$268.05
State Shared	X	\$336.00
Sewer Tap Fees	X	X
Water & Sewer Rev (loss) *	X	(\$24.27)
Total	x	\$579.78

\$2.07 city property taxes
 \$112.00 x 3 residents
 Sewer Customer
 2,000 gallon/month avg

*current water & sewer customer, therefore there will be a \$24.27 water/sewer revenue loss when annexed due to inside city rates.

Expenses	One Time	Reoccurring (annual)
Operating Budget		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	0.00
Subtotal	0.00	0.00
Capital Budget		
Water	0.00	0.00
Sewer	0.00	0.00
Streets	0.00	0.00
Subtotal	0.00	0.00
Grand Total	0.00	0.00

Proximity Map



Existing Surrounding Land Uses

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action
West	1	<u>Zone: County R-3A</u> Use: High Density Residential	No prior action known
North	2	<u>Zone: County R-1</u> Use: Single Family Residential	No prior action known
Northeast/East	3	<u>Zone: City R-1B</u> Use: Single Family Residential	Annexed 2015 as part of Ridgecrest 2 Annexation
South	4	<u>Zone: City R-1B</u> Use: Single Family Residential	Annexed 1993 as part of Gravely/Ridgecrest Annexation

Aerial Photo



North



West



East



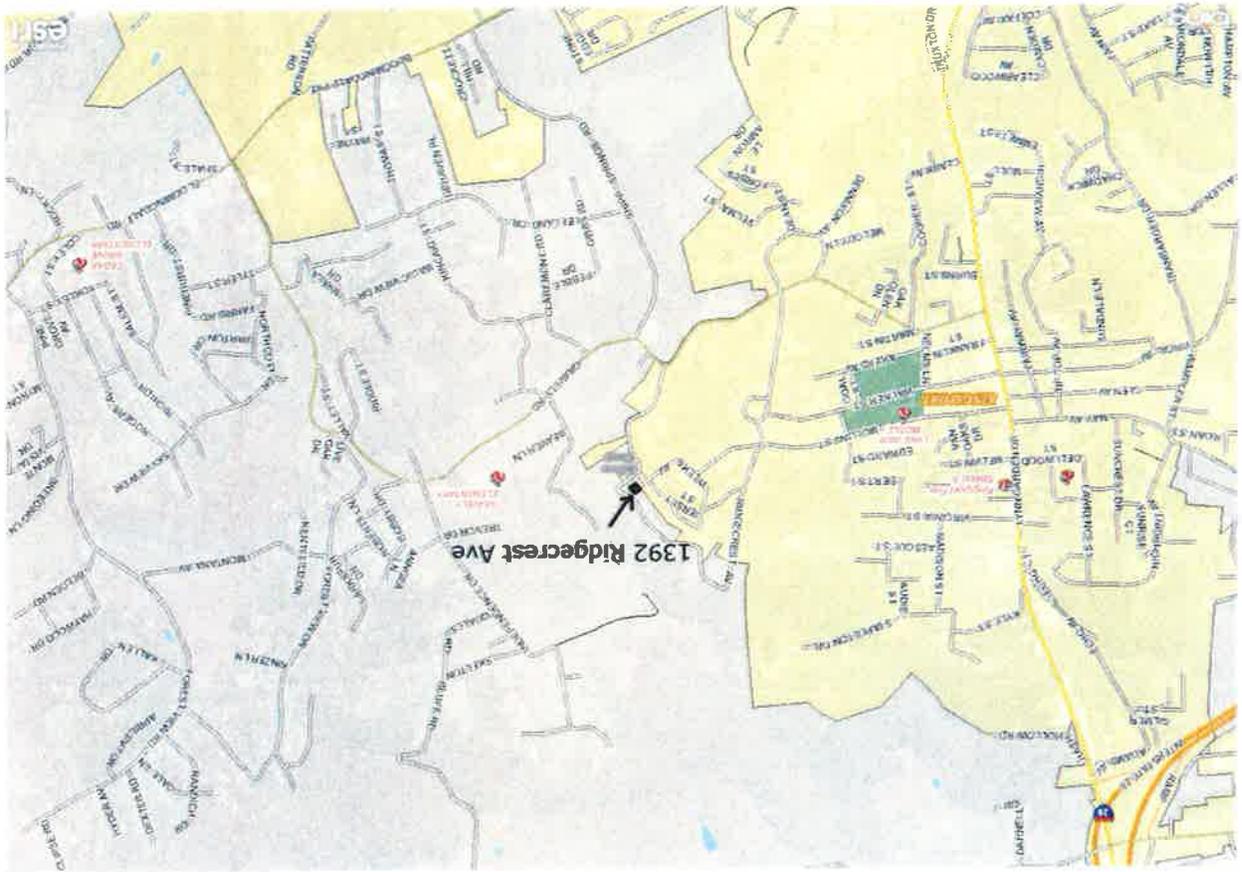
South



CONCLUSION

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for 1392 Ridgecrest Avenue based on 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.*





AGENDA ACTION FORM

Execute an Agreement with Bloomingdale Utility District for the Installation of Waterlines for the Rolling Dr. Annexation and Provide Funding

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-310-2016
Work Session: December 5, 2016
First Reading: December 6, 2016

Final Adoption: December 20, 2016
Staff Work By: C. Austin
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Rolling Drive Annexation was approved on October 19, 1993. As part of the Plan of Services for fire protection for the annexed parcels, Bloomingdale Utility District needs to upgrade their waterlines to provide adequate water flow and pressure. This agreement will provide funding for the project.

The agreement states that Bloomingdale will provide all engineering, materials, and construction for the project. The City will provide funding directly to Bloomingdale upon receipt of invoices for such services. The maximum amount of the agreement is \$120,000. A budget ordinance is requested to fund this project in a new General Fund project account, GP1721.

Attachments:

- 1. Resolution
- 2. Budget Ordinance
- 3. Proposed Agreement
- 4. Location Map

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE BLOOMINGDALE UTILITY DISTRICT FOR THE INSTALLATION OF WATERLINES FOR THE ROLLING PRIVATE DRIVE ANNEXATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Rolling Drive Annexation was approved on October 19, 1993; and

WHEREAS, as part of the Plan of Services, the Bloomingdale Utility District needs to upgrade its waterlines; and

WHEREAS, the agreement set out below provides for the upgrade to the waterlines in the area, in the amount of \$120,000.00; and

WHEREAS, funding is available in GP1721.

Now therefore,

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

SECTION I. That an agreement with Bloomingdale Utility District pertaining to a upgrade of waterlines for the Rolling Drive Annexation area, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed 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 agreement with the Bloomingdale Utility District 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 generally as follows:

AGREEMENT

This Agreement is entered into this the ____ day of _____, 2016, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of Tennessee, and the BLOOMINGDALE UTILITY DISTRICT, hereinafter referred to as "Bloomingdale", a utility district of the state of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the upgrade of waterlines for fire protection of newly annexed areas.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

Section 1. Bloomingdale will perform, as a condition precedent to Kingsport providing its obligations set out in this Agreement, the following:

a. Provide, at its costs, engineering and construction services for waterline upgrades to provide fire protection in an area known as the Rolling Drive Annexation, effective date November 19, 1993.

b. Upgrades to the Bloomingdale water system shall provide 600 gallons per minute with fire hydrants installed within 600 feet of all properties contained in the annexation. (map is attached)

Section 2. Once Bloomingdale satisfactorily completes its obligation under Section 1, Kingsport will provide the following:

a. Kingsport will reimburse Bloomingdale upon receipt of applicable invoices for design, labor, equipment, and materials – up to \$120,000. Invoices will be provided by Bloomingdale on a monthly basis and will be paid within 30 days of approval of invoices by the Distribution & Collection Manager for Kingsport.

Section 3. The construction of waterline upgrades is to be completed by March 30, 2017.

Section 4. This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

Section 5. Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

Section 6. In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

Section 7. The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting, party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

Section 8. Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:

WWW Distribution and Collection Manager
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

with copy to:

City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

To Bloomingdale Utility District:

Freddie Hicks, Manager
Bloomingdale Utility District
Bloomingdale Road
Kingsport, Tennessee 37660

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

Section 9. Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 10. This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

[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 6th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ROLLING DRIVE PROJECT FOR THE YEAR ENDING JUNE 30, 2017; 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 budget be amended by transferring funds from the Transit Garage project (GP1727) to the Rolling Hills Drive project (GP1721) in the amount of \$13,885 to complete waterline upgrades.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Transit Garage (GP1727)			
Revenues:			
311-0000-368-1054 Series 2016 GO (Nov 4)	\$ 247,315	\$ (13,885)	\$ 233,430
311-0000-368-2101 Premium From Bond Sale	20,499	0	20,499
Totals:	267,814	(13,885)	253,929
Expenditures:			
311-0000-601-4041 Bond Sale Expense	2,814	0	2,814
311-0000-601-9003 Improvements	265,000	(13,885)	251,115
Totals:	267,814	(13,885)	253,929
Fund 311: General Project Fund			
Rolling Hills Drive (GP1721)			
Revenues:			
311-0000-368-1054 Series 2016 GO (Nov 4)	\$ 97,993	\$ 13,885	\$ 111,878
311-0000-368-2101 Premium From Bond Sale	8,122	0	8,122
Totals:	106,115	13,885	120,000
Expenditures:			
311-0000-601-4041 Bond Sale Expense	1,115	0	1,115
311-0000-601-9003 Improvements	105,000	13,885	118,885
Totals:	106,115	13,885	120,000

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.

John Clark, Mayor

ATTEST:

ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

AGREEMENT

This Agreement is entered into this the ____ day of _____, 2016, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of Tennessee, and the BLOOMINGDALE UTILITY DISTRICT, hereinafter referred to as "Bloomingdale", a utility district of the state of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the upgrade of waterlines for fire protection of newly annexed areas.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

Section 1. Bloomingdale will perform, as a condition precedent to Kingsport providing its obligations set out in this Agreement, the following:

- a. Provide, at its costs, engineering and construction services for waterline upgrades to provide fire protection in an area known as the Rolling Drive Annexation, effective date November 19, 1993.
- b. Upgrades to the Bloomingdale water system shall provide 600 gallons per minute with fire hydrants installed within 600 feet of all properties contained in the annexation. (map is attached)

Section 2. Once Bloomingdale satisfactorily completes its obligation under Section 1, Kingsport will provide the following:

- a. Kingsport will reimburse Bloomingdale upon receipt of applicable invoices for design, labor, equipment, and materials – up to \$120,000. Invoices will be provided by Bloomingdale on a monthly basis and will be paid within 30 days of approval of invoices by the Distribution & Collection Manager for Kingsport.

Section 3. The construction of waterline upgrades is to be completed by March 30, 2017.

Section 4. This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

Section 5. Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

Section 6. In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

Section 7. The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting, party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

Section 8. Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:
WWW Distribution and Collection Manager
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

with copy to:

City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

To Bloomingdale Utility District:
Freddie Hicks, Manager
Bloomingdale Utility District
Bloomingdale Road
Kingsport, Tennessee 37660

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

Section 9. Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 10. This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

BLOOMINGDALE UTILITY DISTRICT

ATTEST:

By: _____
Freddie Hicks, Manager

APPROVED AS TO FORM:

Attorney for Bloomingdale Utility District

CITY OF KINGSPORT, TENNESSEE

ATTEST:

James H. Demming, City Recorder

By: _____
John C. Clark, Mayor

APPROVED AS TO FORM:

J. Michael Billingsley
City Attorney for Kingsport



Google Earth

Rolling Drive

Packinghouse Rd

Stone Drive

Windridge
Estates

Fire Station #8



AGENDA ACTION FORM

Accept \$1,000 Donation from GRC & Cain Rash West to the Kingsport Public Library and Appropriate Funds

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager *EF*

Action Form No.: AF-312-2016
Work Session: December 5, 2016
First Reading: December 6, 2016

Final Adoption: December 20, 2016
Staff Work By: Helen Whitaker
Presentation By: Morris Baker

Recommendation:

Approve the Resolution.

Executive Summary:

GRC & Cain Rash West Architects is making a donation of \$1,000 to the Kingsport Public Library for the library to purchase 100 children's books for the "What's Your 100" Centennial Campaign.

Attachments:

- 1. Resolution
- 2. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM GRC & CAIN
RASH WEST ARCHITECTS TO THE KINGSPORT PUBLIC
LIBRARY

WHEREAS, GRC & Cain Rash West Architects would like to make a donation to the city for the Kingsport Public Library in the amount of \$1,000.00; and

WHEREAS, the funds will purchase 100 children's books for the "What's Your 100" centennial campaign; and

Now therefore,

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

SECTION I. That the donation to the city from GRC & Cain Rash West Architects for the Kingsport Public Library in the amount of \$1,000.00, is accepted.

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

ADOPTED this the 6th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERALPROJECT SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATIONS RECEIVED FOR THE YEAR ENDING JUNE 30, 2017; 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 Special Revenue Fund budget be amended by appropriating donations received from GRC & Cain Rash West in the amount of \$1,000 to the Public Library Centennial Campaign project (NC1705) to purchase 100 children's books in the "What's your 100" Centennial Campaign.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Proj-Special Rev Fund			
Library Centennial Campaign (NC1705)			
Revenues:			
111-0000-364-2000 From Corporations	\$ 0	\$ 1,000	\$ 1,000
Totals:	0	1,000	1,000
Expenditures:			
111-0000-601-2005 Appropriation L Materials	\$ 0	\$ 1,000	\$ 1,000
Totals:	0	1,000	1,000

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.

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Appropriate Funds from FM Global

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-313-2016
Work Session: December 5, 2016
First Reading: December 6, 2016

Final Adoption: December 19, 2016
Staff Work By: Craig Dye/Barry Brickey
Presentation By: Craig Dye/Barry Brickey

Recommendation:

Approve the Ordinance.

Executive Summary:

The Kingsport Fire Department's Fire Marshal's office has received a grant from FM Global. FM Global is an insurance company that awards grants only for fire prevention/ education, pre-planning/ inspection and for fire/ arson investigations. This grant allows the Fire Marshal's to work more effectively in the field while conducting inspections. Also this grant would provide handout materials to the groups that come and participate in the station tours put on by the Fire Marshal's office.

The Kingsport Fire Department Fire Prevention Grant totals \$2,285.00 and the proceeds from this FM Global grant will provide Fire and Life Safety Public Education Materials such as children's fire helmets, stickers and pencils.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM FM GLOBAL FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Fire Department operating budget be amended by appropriating grant funds received from FM Global in the amount of \$2,285 to purchase Fire and Life Safety Public Education materials.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
110-0000-364-2000 From Corporations	\$ 0	\$ 2,285	\$ 2,285
Totals:	0	2,285	2,285
Expenditures:			
110-3501-451-3010 Office Supplies	\$ 0	\$ 2,285	\$ 2,285
Totals:	0	2,285	2,285

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.

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Amending the City of Kingsport Code of Ordinances and Resolution 2013-079

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.:	AF-311-2016	Final Adoption:	December 20, 2016
Work Session:	December 5, 2016	Staff Work By:	Steve Robbins
First Reading:	December 6, 2016	Presentation By:	Ryan McReynolds

Recommendation:

Approve the Ordinance and Resolution.

Executive Summary:

In August 2016 the Tennessee Department of Environment and Conservation (TDEC) announced the City of Kingsport as a participant in the Tennessee Qualifying Local Program (QLP). This program eliminates duplicative efforts at the state and local level in the stormwater permitting process, and also allows for a more effective construction stormwater program resulting in greater water quality protection. By streamlining the process, a one-stop shop for permitting construction sites is advantageous to development and enhances our commitment for growth. This process removes the requirement for Construction activities of submitting an application and related permit fee to the state.

The City's application to become a Qualifying Local Program (QLP) requires that the respective ordinance and resolution be updated to reflect any changes. Becoming a QLP City will allow the City's Stormwater Department to replace the Tennessee Department of Environment and Conservation (TDEC) as the permitting agency for all developments of one (1) acre and greater in size that require a stormwater pollution prevention plan.

Attachments:

1. Ordinance
2. Resolution
3. Changes Shown in Color to Proposed Ordinance
4. Changes Shown to Proposed Amendment to Resolution

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

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, 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, and stormwater management facilities.

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 or "Water Quality Riparian Buffer" is a strip of dense undisturbed native vegetation, either original or re-established, that borders streams and rivers, ponds and lakes, wetlands and seeps. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration and minimizing the risk of any potential sediments, nutrients or other pollutants from leaving the upland area and reaching surface waters.

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.

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.

Common plan of development or sale is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

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 new and redevelopment projects that disturb equal to or greater than one acre, or less than one acre if part of a larger common plan of development or sale. and 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.

Exceptional Tennessee Waters are surface waters of the State of Tennessee that satisfy the characteristics as listed in Rule 0400-40-03-.06 of the official compilation rules and regulations of the State of Tennessee. Characteristics include waters within state or national parks, wildlife refuges, wilderness or natural areas; State or Federal Scenic Rivers; Federally-designated critical habitat; waters within an area designated as Lands Unsuitable for Mining; waters with naturally reproducing trout; waters with exceptional biological diversity or; other waters with outstanding ecological or recreational value as determined by the department.

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.

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.

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.

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.

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.

NOI means notice of intent as identified in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities and administered by the City of Kingsport QLP.

NOC means notice of coverage as identified in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities and administered by the City of Kingsport QLP.

NOT means notice of termination as identified in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities and administered by the City of Kingsport QLP.

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 design 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.

Priority construction activity means land disturbing activities that are located in a watershed that discharges directly into waters recognized by the state as unavailable parameter waters impaired for siltation or habitat alteration, or exceptional Tennessee 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.

Qualifying Local Program (QLP) is an MS4 Stormwater Management Program for discharges associated with construction activity that has been formally approved by TDEC as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s).

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 control measures (SCMs) are permanent practices and measures designed to reduce the discharge of pollutants from development.

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.

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.

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 a surface water that is not a wet weather conveyance (*TCA 69-3-10.(40)*). Stream include linear watercourses, lakes, ponds, and wetlands.

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.

Unavailable Parameters Waters means any stream segment that has been identified by TDEC as failing to support classified uses.

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.

Wet weather conveyance means, notwithstanding any other law or rule to the contrary, man-made or natural watercourses, including natural watercourses that have been modified by channelization:

(A) That flow only in direct response to precipitation runoff in their immediate locality;

- (B) Whose channels are at all times above the groundwater table;
- (C) That are not suitable for drinking water supplies; and
- (D) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two (2) months.

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) Apply to all development unless exempted pursuant to Sec 38-141.
- (3) 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, while maintaining and improving the quality of the receiving waters of the state.
- (4) Enable the city to comply with the National Pollution Discharge Elimination System (NPDES) permit and applicable regulations, 40 CFR 122.26 for stormwater discharges.
- (5) 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 chair, 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 or designee; 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. EROSION PREVENTION AND SEDIMENT CONTROL

Sec. 38-139. 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 38-142. 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) and an NOC provided by the city.

(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. Inspections must be performed in accordance with Sub-sections 3.1.2 and 3.5.8 of the CGP.

(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.

(i) At completion of land disturbing activities and approval of stormwater management facilities by the director, a copy of the signed notice of termination (NOT) shall be provided to the city.

Sec. 38-140. 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. 38-141. 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 be subject to any additional requirements set forth in the city's subdivision regulations, chapter 114, zoning, or other city ordinances or regulations; and

(4) 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) Stormwater pollution prevention plans shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook and Sections 3, 4 and 5.4 of the Tennessee General NPDES Permit for Discharges Associated with Construction Activities, as amended, or any other information deemed necessary and appropriate by the owner or requested by the director.

Sec. 38-142. Small lot erosion prevention and sediment control plan.

(a) All land disturbing activities that affect less than one acre and are not part of a larger common plan of development shall adhere to the requirements of this subsection.

(b) Submittal of a small lot erosion prevention and sediment control plan is required and must be reviewed and approved by the director prior to issuance of a land disturbing permit.

(c) 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; and

(9) Roof drainage accommodations.

(d) The director has the discretion to require a fully engineered erosion prevention and sediment control plan in lieu of a small lot plan.

Sec. 38-143. 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; 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. 38-144. 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. 38-145. 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. 38-146 - 38-167. Reserved.

DIVISION 4. PERMANENT STORMWATER MANAGEMENT

Sec. 38-168. General requirements.

- (a) Owners of land development activities not exempted under section 38-141 shall be required to obtain a land disturbing permit. As a condition of this permit, a stormwater management plan (plan) shall be submitted in accordance with Section 2.3.1 of the manual.
- (b) The plan shall include the specific required elements that are listed and/or described in the 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) 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 disturbing 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) Requirements for the permanent operation and maintenance of stormwater management facilities, BMPs, buffer zones and water quality volume credit areas shall be submitted with the plan for approval by the director. These will be presented through the declaration of a protective covenant, for permanent maintenance of stormwater facilities and BMP's, which shall be enforceable by the city. The covenant shall be recorded with the deed and shall run with the land and continue in perpetuity.
- (h) Stormwater management facilities, BMPs, buffer zones and areas that receive water quality

volume reductions shall be placed into a permanent management stormwater easement of sufficient area that is recorded with the deed to the parcel and held by the city.

(j) A right-of-way or permanent easement of sufficient width shall be provided for vehicular and equipment ingress and egress for 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 adversely impact water quality, increase 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. 38-169. Design criteria.

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

(1) Stormwater runoff from the development site must be treated for water quality prior to discharge from the development 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 SCMs 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) SCMs shall not be installed within public rights-of-way or on public property without prior approval of the director.

(b) All developments 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 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 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 waterbodies 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 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. Post-development versus pre-development hydrologic/hydraulic modeling that shows attenuation of developed site runoff. Developed discharge from a site shall be less than or equal to pre-development discharge for the 2 year through 100 year design storms;

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 pipes lying under the roadway shall be reinforced concrete 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) Pursuant to the City of Kingsport Zoning Ordinance, a floodplain development permit is required for all development or redevelopment within federally designated floodplains as shown on the applicable FEMA Flood Insurance Rate Map(s) of latest issue.
- (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.
- (j) The city may allow stormwater control measures to be implemented at another location within the same USGS 12-digit hydrologic unit code (HUC) watershed as the original project. Off-site mitigation must treat a minimum of 1.5 times the amount of water not treated on site. The off-site mitigation location must be approved by the city.
- (k) If the project cannot meet pollutant removal standards, and cannot provide for off-site mitigation, the city may allow the owner to make payment in a public stormwater project fund at a level sufficient to design, install, and maintain the stormwater mitigation measures.

Sec. 38-170. Exemptions.

- (a) Developments 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 from compliance with stormwater requirements stated in the minimum subdivision regulations, chapter 114, pertaining to zoning, or other city regulations.
- (c) The following developments are exempt from the requirements for a stormwater management plan:
- (1) Residential or nonresidential developments 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 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 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; and
 - (10) State and federal projects subject to the submission requirements of TDEC.

Sec. 38-171. 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 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 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. 38-172. 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. 38-173. Drainage requirements.

- (a) 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.
- (b) Private drainage originating on private property and draining to an adjacent parcel of private property shall be resolved by the owners involved.
- (c) 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 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. 38-174 - 38-198. Reserved.

DIVISION 4 5. PERMITS

Sec. 38-199. 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. 38-200--38-224. Reserved.

DIVISION 6. AS-BUILT CERTIFICATIONS

Sec. 38-225. General requirements.

(a) Prior to the release of a performance bond required in section 38-347, certificate of occupancy 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 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 plan, as stated in section 38-168(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. 38-226 - 38-252. Reserved.

DIVISION 7. INSPECTIONS, OPERATION AND MAINTENANCE

Sec. 38-253. 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 drainage ways 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. 38-254. 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 buffer zones 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 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 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. 38-255 - 38-280. Reserved.

DIVISION 8. PERMIT CONTROLS AND SYSTEM INTEGRITY

Sec. 38-281. 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. 38-282 - 38-304. Reserved.

DIVISION 9. NONSTORMWATER DISCHARGES

Sec. 38-305. 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 non-stormwater 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) Uncontaminated 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) Discharges from 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. 38-306. 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. 38-307. 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. 38-308. 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. 38-309. 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. 38-310 - 38-330. Reserved.

DIVISION 10. ENFORCEMENT

Sec. 38-331. 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. 38-332. Adoption of enforcement 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. 38-333. 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. 38-334. Appeals process.

(a) Except in emergency suspensions pursuant to section 38-346, any owner against whom an 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. 38-335. 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. 38-336. 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. 38-337. 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. 38-338. Financial assurance.

(a) A performance bond and/or certificate of occupancy 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 and/or certificate of occupancy, 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. 38-339. 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. 38-340. 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. 38-341. 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. It is hereby declared that the sections, clauses, sentences and parts of this ordinance are severable, are not matters of mutual essential inducement, and any of them shall be excised if the ordinance would otherwise be unconstitutional or ineffective. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION III. 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.

JOHN CLARK, Mayor

ATTEST:

JAMES DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

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

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 Enforcement Response Plan.

Now therefore,

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

SECTION I. That Resolution No. 2008-134 is amended as follows:

ENFORCEMENT RESPONSE PLAN

Introduction

The intent of this document is to provide guidance to city officials in enforcing the stormwater management ordinance. It should be used only as a guide while recognizing that each situation is unique. The provisions of this enforcement response plan are not mandatory. Actual enforcement procedures should consider any unusual aspects of a violation or condition, as well as special characteristics of an enforcement action, in determining the proper response.

While the purpose is to provide guidance for administration of the stormwater management ordinance, it is not intended to limit the judgment and flexibility of the director in determining an appropriate response.

Development Project Plan Review, Approval and Enforcement

The city conducts site plan review through the development project engineer, including interdepartmental consultations, to ensure comprehensive input. A letter to the developer states the city's response, soliciting any changes to the stormwater management plan. Any changes must be submitted in writing and reviewed by city staff before approval is granted.

The site plan must specifically address in the stormwater management plan how it will comply with performance standards stated in the city's stormwater management ordinance.

To ensure that permanent stormwater BMPs are installed as designed, appropriately stamped as-built certifications must be provided to the director for review and approval prior to the release of a performance bond. The owner must also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

NPDES Permit Referrals

If the city becomes aware that a construction activity, or an industrial stormwater discharge, exists and that the discharge must be permitted under an NPDES permit but is not so permitted, or if the city has not been able, through its enforcement mechanisms and protocol, to bring an NPDES-permitted discharge into compliance with the city's stormwater management ordinance, the city shall notify TDEC of this situation by supplying the following information to the local environmental field office (EFO): construction project or industrial facility location; name of owner or operator; estimated construction project size or type of industrial activity (including SIC

code if known); and records of communication with the owner or operator regarding filing requirements or violation, including the last two follow-up inspections, two notices of violation or administrative orders, and any response from the owner or operator.

Complaint Management

The city investigates all stormwater-related complaints. They are received in several ways; either verbally, by hotline, web page, phone or from other city departments. Ensuing investigations must be initiated within seven days from the receipt of the complaint. Violations documented as a result of complaint investigation will lead to commensurate enforcement activities.

Inspection

The city conducts inspections of permitted or unpermitted sites, activities, or projects to assess compliance with the approved stormwater pollution prevention plan and/or erosion and sediment control plan and evaluate the potential for discharge of sediment and other construction related wastes. Documentation of observations is achieved through the completion of applicable inspection reports. Enforcement occurs by initiation of corrective actions, enforcement actions and penalties, as defined in and per the terms of the City's stormwater management ordinance.

Enforcement Tracking

The city tracks instances of non-compliance either in paper files or electronically. The enforcement case documentation shall include, at a minimum, the following: name of owner/operator; location of construction project or industrial facility; description of violation; required schedule for returning to compliance; description of enforcement response used, including escalated responses if repeat violations occur or violations are not resolved in a timely manner; accompanying documentation of enforcement response; any referrals to different departments or agencies; and date violation was resolved.

Chronic Violators

The city identifies chronic violators of any stormwater management program component and reduces the rate of noncompliance recidivism by tracking the violations, applying incentives and/or disincentives, and increasing the inspection frequency at the owner/operator's site. If corrective actions are not taken, the city pursues progressive enforcement and, if need be, performs the necessary work and assesses against the owner the costs incurred for repairs.

Enforcement Responses

The order of precedence for enforcement responses outlined in this guide should not be construed to prevent the director from taking a stronger action without first implementing less stringent steps, if in his opinion, a more forceful response is necessary.

Minor infractions may be resolved by a verbal warning, or written notice advising the owner/operator/person of the nature of the violation. If such action fails to generate an adequate response by the owner/operator/person, further enforcement actions as provided by the ordinance may be taken.

Verbal Warning

In the case of the most minor violation of a permit or the ordinance, a telephone call or informal meeting may be sufficient to obtain the desired compliance. Verbal warnings should be documented by contemporaneous notes.

Written Notice

A written notice is the lowest level of formal response to a violation. It is intended for minor violations which would not cause harm to the environment.

Notice of Violation

A notice of violation (NOV) is an official notification to inform a non-compliant owner of a violation of the stormwater management ordinance. Within ten (10) days of receipt of this notice, a written explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the owner to the director. Inspection to ensure performance of any corrective actions may be conducted by the director at his discretion. Submission of this plan in no way relieves the owner of liability for any violations occurring before or after receipt of the notice of violation.

Administrative Orders

Administrative orders (AO) are enforcement documents which direct owners to perform, or to cease, specific activities. Administrative orders may also invoke a penalty. There are three (3) primary types of administrative orders: consent orders; compliance orders; and cease and desist orders.

A show cause hearing should be offered prior to enforcement of an administrative order or assessment of damages or a civil penalty. The purpose of a show cause hearing is to provide a forum for the owner to present a defense to charges as outlined, or, for the director to obtain additional information from the owner to determine whether to proceed with enforcement.

Consent orders are entered into between the city and the owner to assure compliance as to specific actions to be taken by the owner to correct non-compliance within a specified time period. The director may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with any owner responsible for noncompliance. Such documents shall include specific action to be taken by the owner to correct the noncompliance within a time period specified in the document. Such documents shall have the same force and effect as orders issued pursuant to Sections 38-87 and 38-

Compliance orders may be issued when the director finds that an owner has violated, or continues to violate, the ordinance or an order issued thereunder. It is similar to a consent order except that the consent of the owner is not implied in its issuance. 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 issue an order to the owner responsible for the violation directing that the owner come into compliance within a specified time, and such order may include assessment of a penalty to be paid if the owner does not come into compliance within the time provided. Compliance orders also may contain other requirements to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring and management practices designed to minimize the amount of pollutants discharged offsite. A compliance order does not relieve the owner of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against or a prerequisite for taking any other action against the owner.

Cease and desist orders may be issued when the director finds that an owner has violated or continues to violate, the stormwater management ordinance or order issued thereunder. The order shall require that the owner:

- (a) Comply forthwith; and
- (b) Take such appropriate remedial or preventive action as may be needed or deemed necessary to properly address a continuing or threatened violation, including halting operations and terminating the discharge. Issuance of a cease and desist order shall not be a bar against or a prerequisite for taking any other action against the owner.

Administrative orders contain the following components:

- (a) Title - The title specifies the type of order being issued (see below), to whom it is being issued, summarizes the purpose of the order, and contains an identification number.
- (b) Legal Authority - The authority under which the order is issued (the stormwater

management ordinance).

(c) The Finding of Noncompliance - All violations must be described including the dates, the specific permit and/or ordinance provisions violated, and any damages known and attributable to the violation.

(d) Required Activity - All orders should specify the required actions, such as installation of BMPs, additional inspections, appearance at show cause hearings, etc.

(e) Milestone Dates for Corrective Actions - When compliance schedules are appropriate, all milestone dates must be established including due dates for required written reports.

(f) Supplemental Clauses - The document should contain standard clauses which provide that:

1. Compliance with the terms and conditions of the administrative order shall not be construed to relieve the owner of its obligation to comply with applicable state, federal or local law, or the permit;
2. Violation of the administrative order itself may subject the owner to additional penalties as set out in the stormwater management ordinance;
3. No provision of the order shall be construed to limit the city's authority to issue supplementary or additional orders, or to take action deemed necessary to implement this program or ordinance;
4. The order shall be binding upon the owner, its officers, directors, agents, employees, successors, assigns, and all persons, firms or corporations acting under, through or on behalf of the owner.

Administrative orders issued as a result of a violation of the stormwater management ordinance shall contain a penalty as determined using Tables 'A' and "B" in this document. Administrative orders may also be used to advise an owner of the need to take, or cease, certain actions, and in such case, may or may not be associated with penalties as defined in the ordinance or in this guide.

In accordance with the City of Kingsport Code of Ordinances, section 38-342 a show cause hearing should be offered prior to enforcement of an administrative order or assessment of damages or a civil penalty. The purpose of a show cause hearing is to provide a forum for the owner to present a defense to charges as outlined, or for the director to obtain additional information from the owner to determine whether to proceed with enforcement. An owner may appeal the decision of the director to the stormwater appeals board as permitted by the City of Kingsport Code of Ordinances, section 38-343.

Civil Litigation

Pursuant to Section 38-343 of the stormwater management ordinance, the director may, through the city attorney, petition the appropriate court(s) for issuance of preliminary or permanent injunctions to restrain or compel activities by an owner.

Penalties, Administrative or Civil

The stormwater management ordinance authorizes assessment of penalties not to exceed \$5,000 per violation per day. Additionally, Section 38-87 of the ordinance authorizes the director to assess a civil penalty for actual damages incurred by the city. Before the enforcement of any administrative penalty, a show cause hearing must be offered to the owner.

If a violation results in conditions requiring the expenditure of public funds for mitigation of damages, a penalty shall be assessed in such amount as to offset the public funds so expended. This will in no way reduce or offset the liability of the owner with respect to damages incurred.

Explanation of Use of Tables

This guide is based primarily on the use of two tables; "A", and "B". Table "A" indicates how point values are assigned for each violation, considering the severity, duration, degree of harm, and compliance history of the owner. All possible violations may not be listed; however, this does not preclude an appropriate enforcement response.

In Table "A", three columns are associated with each listed violation – the "Initial Points" column, the "Repeat Value" column, and the "Cumulative" column. If no history of violations is noted, the value in the "Initial Points" column may be used in conjunction with Table "B" to assess a typical response to the violation.

If the user has a history of similar violations, the initial point value plus the product of the number of previous occurrences times the repeat value should be used as shown in the following formula: Total Point Value (TP) = P + (N x R), where;

- P = Initial Point Value for a single violation
- N = Number of previous occurrences
- R = Repeat Value from Table "A"

Should more than one violation be noted at a time, the cumulative column should be consulted. If violations are cumulative in nature, the sum of the individual point values should be used to judge the response. If not, the greatest individual values should be used to judge response, with the documentation for that response, however, noting all violations.

Once a point value is determined, Table "B" should be consulted for recommended responses. Table "B" provides a schedule of appropriate responses based upon the number of "points" determined by Table "A".

Example

An owner violates the terms of the stormwater management ordinance. This violation is considered significant and causes harm. Investigation reveals the owner has been cited twice in the past for the same violation: Total Point Value (TP) = P + (N x R)

Therefore: TP = 3 + (2 x 1) = 5

- Where 3 = Points charged for isolated but significant discharge from Table "A"
- 2 = Number of previous occurrences; and
- 1 = Repeat value from Table "A".

Resulting options: Civil injunction or administrative order with up to \$500.00 penalty.

TABLE "A"
Response Guide for Violation

<u>DESCRIPTION OF VIOLATION</u>	<u>INITIAL POINTS</u>	<u>REPEAT VALUE</u>	<u>CUMULATIVE</u>
EROSION PREVENTION AND SEDIMENT CONTROL			
Violation of a single requirement:			
Not significant	1	1	No
Significant, no harm	2	1	Yes
Significant, causes harm	3	1	Yes
Violation of more than one requirement:			
Not significant	2	1	Yes
Significant, no harm	3	1	Yes

Significant, causes harm	4	1	Yes
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UNAUTHORIZED DISCHARGES

Illicit Discharges:

Owner unaware of requirement, no harm	1	N/A	No
Owner unaware of requirement, harm	2	N/A	No
Owner aware of requirement, no harm	2	1	Yes
Owner aware of requirement, harm	3	1	Yes

Illicit Connections:

Owner unaware of requirement, no harm	1	N/A	No
Owner unaware of requirement, harm	2	N/A	No
Owner aware of requirement, no harm	2	1	Yes
Owner aware of requirement, harm	3	1	Yes

INSPECTION

Entry denied	2	2	Yes
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Inspection Records

Incomplete	1	2	No
Not available	1	2	No

MAINTENANCE

Failure to properly operate and maintain BMPs

1	1	Yes
---	---	-----

STORMWATER MANAGEMENT

Pre-Construction

Failure to obtain NOC	2	1	No
Failure to obtain grading permit	2	1	No
Failure to provide performance bond	2	1	No

Construction

Failure to provide water quality SCMs	2	2	No
Failure to provide channel protection	2	2	No
Failure to provide downstream impact analysis	2	2	No

Post-Construction

Failure to provide special pollution abatement plan	2	2	No
Failure to provide as-built	2	2	No
Failure to provide covenant	2	2	No

**TABLE "B"
VIOLATION RESPONSE GUIDE**

<u>POINT TOTAL</u>	<u>ACTION</u>
1	Written warning
2	Notice of Violation
3	Administrative Order with up to \$150 Penalty
4	Administrative Order with up to \$300 Penalty
5	Administrative Order with up to \$500 Penalty
6	Administrative Order with up to \$1,000 Penalty
7	Administrative Order with up to \$2,000 Penalty
8	Administrative Order with up to \$3,000 Penalty

9 Administrative Order with up to \$4,000 Penalty
10 Administrative Order with up to \$5,000 Penalty

A cease and desist order may be issued at anytime and a civil injunction may be requested at any time, for any violation, if in the opinion of the director in consultation with the city attorney, such action is justified, needed or appropriate.

Criminal Action

In cases where criminal acts are suspected by the director, after consultation with the city attorney, information shall be gathered and forwarded to the district attorney of the appropriate county for action. Criminal prosecution, if pursued, shall be in addition to other actions authorized by ordinance.

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

ADOPTED this the 6th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**CHANGES SHOWN IN COLOR TO SECTIONS 38-85 THROUGH 38-350, OF THE
CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE PERTAINING TO
STORMWATER MANAGEMENT**

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.~~ and stormwater management facilities.

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.~~ or "Water Quality Riparian Buffer" is a strip of dense undisturbed native vegetation, either original or re-established, that borders streams and rivers, ponds and lakes, wetlands and seeps. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration and minimizing the risk of any potential sediments, nutrients or other pollutants from leaving the upland area and reaching surface waters.

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.~~

Common plan of development or sale is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

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~~ new and redevelopment projects that disturb equal to or greater than one acre, or less than one acre if part of a larger common plan of development or sale, and ~~The term~~ 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.

Exceptional Tennessee Waters are surface waters of the State of Tennessee that satisfy the characteristics as listed in Rule 0400-40-03-.06 of the official compilation rules and regulations of the State of Tennessee. Characteristics include waters within state or national parks, wildlife refuges, wilderness or natural areas; State or Federal Scenic Rivers; Federally-designated critical habitat; waters within an area designated as Lands Unsuitable for Mining; waters with naturally reproducing trout; waters with exceptional biological diversity or; other waters with outstanding ecological or recreational value as determined by the department.

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.

NOI means notice of intent as identified in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities and administered by the City of Kingsport QLP.

NOC means ~~the notice of coverage from the state department of environment and conservation (TDEC)~~ as identified in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities and administered by the City of Kingsport QLP.

NOT means ~~the notice of termination from the state department of environment and conservation (TDEC)~~ as identified in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities and administered by the City of Kingsport QLP.

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 design** 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 **unavailable parameter waters** impaired for siltation **or habitat alteration**, or **high-quality exceptional Tennessee** 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.

Qualifying Local Program (QLP) is an MS4 Stormwater Management Program for discharges associated with construction activity that has been formally approved by TDEC as having met specific minimum program requirements, including those identified in **40 CFR § 122.44(s)**.

~~*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 control measures (SCMs) are permanent practices and measures designed to reduce the discharge of pollutants from development.

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;~~

a surface water that is not a wet weather conveyance (TCA 69-3-10.(40)). Streams include linear watercourses, lakes, ponds, and wetlands.

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.

Unavailable Parameters Waters means any stream segment that has been identified by TDEC as failing to support classified uses.

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.

Wet weather conveyance means, notwithstanding any other law or rule to the contrary, man-made or natural watercourses, including natural watercourses that have been modified by channelization:

(A) That flow only in direct response to precipitation runoff in their immediate locality;

(B) Whose channels are at all times above the groundwater table;

(C) That are not suitable for drinking water supplies; and

(D) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two (2) months.

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) Apply to all development unless exempted pursuant to Sec 38-141.

(3) 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 while 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~~.

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

(5) 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 ~~or designee 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. EROSION PREVENTION AND SEDIMENT CONTROL

Sec. 38-139. 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 38-142. 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) and an NOC provided by TDEC the city 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. Inspections must be performed in accordance with Sub-sections 3.1.2 and 3.5.8 of the CGP.

(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.

(i) At completion of land disturbing activities and approval of stormwater management facilities by the director, a copy of the signed notice of termination (NOT) shall be provided to the city.

Sec. 38-140. 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. 38-141. 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;~~

(3) 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

(4) 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 be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook and Sections 3, 4 and 5.4 of the Tennessee General NPDES Permit for Discharges Associated with Construction Activities, as amended, or 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. 38-142. Small lot erosion prevention and sediment control plan.

(a) All land disturbing activities that affect less than one acre and are not part of a larger common plan of

development shall adhere to the requirements of this subsection. ~~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) Submittal of a small lot erosion prevention and sediment control plan is required and must be reviewed and approved by the director prior to issuance of a land disturbing permit.

(c) ~~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; and
- (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 in lieu of a small lot plan.

Sec. 38-143. 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. 38-144. 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. 38-145. 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. 38-146 - 38-167. Reserved.

DIVISION 4. ~~STANDARDS AND SPECIFICATIONS~~ PERMANENT STORMWATER MANAGEMENT

Sec. 38-168. General requirements.

- (a) Owners of land development activities not exempted under section 38-141 shall be required to obtain a land disturbing permit. As a condition of this permit, ~~must submit~~ a stormwater management plan (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, in accordance with Section 2.3.1 of the manual.~~
- (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~~ ~~disturbing~~ 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.~~
- (g) Requirements for the permanent operation and maintenance of stormwater management facilities, BMPs, buffer zones and water quality volume credit areas shall be submitted with the plan for approval by the director. These will be ~~maintained~~ ~~presented~~ 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.
- (h) Stormwater management facilities, BMPs, buffer zones and areas that receive water quality volume reductions shall be placed into a permanent ~~management~~ stormwater easement of ~~sufficient area~~ that is recorded with the deed to the parcel and held by the city.
- (i) 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~~ ~~adversely 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. 38-169. 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 SCMs** 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 SCMs** 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 waterbodies~~ 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;~~ **Post-development versus pre-development hydrologic/hydraulic modeling that shows attenuation of developed site runoff. Developed discharge from a site shall be less than or equal to pre-development discharge for the 2 year through 100 year design storms;**

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 pipes~~ 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.~~ Pursuant to the City of Kingsport Zoning Ordinance, a floodplain development permit is required for all development or redevelopment within federally designated floodplains as shown on the applicable FEMA Flood Insurance Rate Map(s) of latest issue.

(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.

(j) The city may allow stormwater control measures to be implemented at another location within the same USGS 12-digit hydrologic unit code (HUC) watershed as the original project. Off-site mitigation must treat a minimum of 1.5 times the amount of water not treated on site. The off-site mitigation location must be approved by the city.

(k) If the project cannot meet pollutant removal standards, and cannot provide for off-site mitigation, the city may allow the owner to make payment in a public stormwater project fund at a level sufficient to design, install, and maintain the stormwater mitigation measures.

Sec. 38-170. 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; ~~and~~

~~(10) State and local roadways; and~~

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

Sec. 38-171. 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. 38-172. 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 floodplain;
 - 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. 38-173. 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.~~

(a) 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.

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

(c) 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. 38-174 - 38-198. Reserved.

DIVISION 4 5. PERMITS

Sec. 38-199. 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. 38-200--38-224. Reserved.

DIVISION 6. AS-BUILT CERTIFICATIONS

Sec. 38-225. General requirements.

(a) Prior to the release of a performance bond required in section 38-347, certificate of occupancy 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 38-168(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. 38-226 - ____ 38-252. Reserved.

DIVISION 7. INSPECTIONS, OPERATION AND MAINTENANCE

Sec. 38-253. 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 drainage ways 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. 38-254. 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~~ buffer zones 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. 38-255 - 38-280. Reserved.

DIVISION 8. PERMIT CONTROLS AND SYSTEM INTEGRITY

Sec. 38-281. 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. 38-282 - 38-304. Reserved.

DIVISION 9. NONSTORMWATER DISCHARGES

Sec. 38-305. 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 non-stormwater 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) **Uncontaminated** 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) **Discharges** 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. 38-306. 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. 38-307. 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. 38-308. 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. 38-309. 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. 38-310 - 38-330. Reserved.

DIVISION 10. ENFORCEMENT

Sec. 38-331. 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. 38-332. Adoption of enforcement 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. 38-333. 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. 38-334. Appeals process.

(a) Except in emergency suspensions pursuant to section 38-346, any owner against whom an 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. 38-335. 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. 38-336. 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. 38-337. 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. 38-338. Financial assurance.

(a) A performance bond **and/or certificate of occupancy** 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 **and/or certificate of occupancy**, 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. 38-339. 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. 38-340. 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. 38-341. 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.

CHANGES SHOWN IN COLOR TO RESOLUTION NO. 2008-134

ENFORCEMENT RESPONSE PLAN

Introduction

The intent of this document is to provide guidance to city officials in enforcing the stormwater management ordinance. It should be used only as a guide while recognizing that each situation is unique. The provisions of this enforcement response plan are not mandatory. Actual enforcement procedures should consider any unusual aspects of a violation or condition, as well as special characteristics of an enforcement action, in determining the proper response.

While the purpose is to provide guidance for administration of the stormwater management ordinance, it is not intended to limit the judgment and flexibility of the director in determining an appropriate response.

Development Project Plan Review, Approval and Enforcement

The city conducts site plan review through the development project engineer, including interdepartmental consultations, to ensure comprehensive input. A letter to the developer states the city's response, soliciting any changes to the stormwater management plan. Any changes must be submitted in writing and reviewed by city staff before approval is granted.

The site plan must specifically address in the stormwater management plan how it will comply with performance standards stated in the city's stormwater management ordinance.

To ensure that permanent stormwater BMPs are installed as designed, appropriately stamped as-built certifications must be provided to the director for review and approval prior to the release of a performance bond. The owner must also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

NPDES Permit Referrals

If the city becomes aware that a construction activity, or an industrial stormwater discharge, exists and that the discharge must be permitted under an NPDES permit but is not so permitted, or if the city has not been able, through its enforcement mechanisms and protocol, to bring an NPDES-permitted discharge into compliance with the city's stormwater management ordinance, the city shall notify TDEC of this situation by supplying the following information to the local environmental field office (EFO): construction project or industrial facility location; name of owner or operator; estimated construction project size or type of industrial activity (including SIC code if known); and records of communication with the owner or operator regarding filing requirements or violation, including the last two follow-up inspections, two notices of violation or administrative orders, and any response from the owner or operator.

Complaint Management

The city investigates all stormwater-related complaints. They are received in several ways; either verbally, by hotline, web page, phone or from other city departments. Ensuing investigations must be initiated within seven days from the receipt of the complaint. Violations documented as a result of complaint investigation will lead to commensurate enforcement activities.

Inspection

The city conducts inspections of permitted or unpermitted sites, activities, or projects to assess compliance with the approved stormwater pollution prevention plan and/or erosion and sediment control plan and evaluate the potential for discharge of sediment and other construction related wastes. Documentation of observations is achieved through the completion of applicable inspection reports.

Enforcement occurs by initiation of corrective actions, enforcement actions and penalties, as defined in and per the terms of the City's stormwater management ordinance.

Enforcement Tracking

The city tracks instances of non-compliance either in paper files or electronically. The enforcement case documentation shall include, at a minimum, the following: name of owner/operator; location of construction project or industrial facility; description of violation; required schedule for returning to compliance; description of enforcement response used, including escalated responses if repeat violations occur or violations are not resolved in a timely manner; accompanying documentation of enforcement response; any referrals to different departments or agencies; and date violation was resolved.

Chronic Violators

The city identifies chronic violators of any stormwater management program component and reduces the rate of noncompliance recidivism by tracking the violations, applying incentives and/or disincentives, and increasing the inspection frequency at the owner/operator's site. If corrective actions are not taken, the city pursues progressive enforcement and, if need be, performs the necessary work and assesses against the owner the costs incurred for repairs.

Enforcement Responses

The order of precedence for enforcement responses outlined in this guide should not be construed to prevent the director from taking a stronger action without first implementing less stringent steps, if in his opinion, a more forceful response is necessary.

Minor infractions may be resolved by a verbal warning, or written notice advising the owner/operator/person of the nature of the violation. If such action fails to generate an adequate response by the owner/operator/person, further enforcement actions as provided by the ordinance may be taken.

Verbal Warning

In the case of the most minor violation of a permit or the ordinance, a telephone call or informal meeting may be sufficient to obtain the desired compliance. Verbal warnings should be documented by contemporaneous notes.

Written Notice

A written notice is the lowest level of formal response to a violation. It is intended for minor violations which would not cause harm to the environment.

Notice of Violation

A notice of violation (NOV) is an official notification to inform a non-compliant owner of a violation of the stormwater management ordinance. Within ten (10) days of receipt of this notice, a written explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the owner to the director. Inspection to ensure performance of any corrective actions may be conducted by the director at his discretion. Submission of this plan in no way relieves the owner of liability for any violations occurring before or after receipt of the notice of violation.

Administrative Orders

Administrative orders (AO) are enforcement documents which direct owners to perform, or to cease, specific activities. Administrative orders may also invoke a penalty. There are three (3) primary types of

administrative orders: consent orders; compliance orders; and cease and desist orders.

A show cause hearing should be offered prior to enforcement of an administrative order or assessment of damages or a civil penalty. The purpose of a show cause hearing is to provide a forum for the owner to present a defense to charges as outlined, or, for the director to obtain additional information from the owner to determine whether to proceed with enforcement.

Consent orders are entered into between the city and the owner to assure compliance as to specific actions to be taken by the owner to correct non-compliance within a specified time period. The director may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with any owner responsible for noncompliance. Such documents shall include specific action to be taken by the owner to correct the noncompliance within a time period specified in the document. Such documents shall have the same force and effect as orders issued pursuant to Sections 38-87 and 38-

Compliance orders may be issued when the director finds that an owner has violated, or continues to violate, the ordinance or an order issued thereunder. It is similar to a consent order except that the consent of the owner is not implied in its issuance. 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 issue an order to the owner responsible for the violation directing that the owner come into compliance within a specified time, and such order may include assessment of a penalty to be paid if the owner does not come into compliance within the time provided. Compliance orders also may contain other requirements to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring and management practices designed to minimize the amount of pollutants discharged offsite. A compliance order does not relieve the owner of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against or a prerequisite for taking any other action against the owner.

Cease and desist orders may be issued when the director finds that an owner has violated or continues to violate, the stormwater management ordinance or order issued thereunder. The order shall require that the owner:

- (a) Comply forthwith; and
- (b) Take such appropriate remedial or preventive action as may be needed or deemed necessary to properly address a continuing or threatened violation, including halting operations and terminating the discharge. Issuance of a cease and desist order shall not be a bar against or a prerequisite for taking any other action against the owner.

Administrative orders contain the following components:

- (a) Title - The title specifies the type of order being issued (see below), to whom it is being issued, summarizes the purpose of the order, and contains an identification number.
- (b) Legal Authority - The authority under which the order is issued (the stormwater management ordinance).
- (c) The Finding of Noncompliance - All violations must be described including the dates, the specific permit and/or ordinance provisions violated, and any damages known and attributable to the violation.
- (d) Required Activity - All orders should specify the required actions, such as installation of BMPs, additional inspections, appearance at show cause hearings, etc.
- (e) Milestone Dates for Corrective Actions - When compliance schedules are appropriate, all milestone dates must be established including due dates for required written reports.
- (f) Supplemental Clauses - The document should contain standard clauses which provide that:
 1. Compliance with the terms and conditions of the administrative order shall not be construed to relieve the owner of its obligation to comply with applicable state, federal or local law, or the permit;
 2. Violation of the administrative order itself may subject the owner to additional penalties as set out in the stormwater management ordinance;
 3. No provision of the order shall be construed to limit the city's authority to issue supplementary or additional orders, or to take action deemed necessary to implement this program or ordinance;
 4. The order shall be binding upon the owner, its officers, directors, agents, employees, successors,

assigns, and all persons, firms or corporations acting under, through or on behalf of the owner.

Administrative orders issued as a result of a violation of the stormwater management ordinance shall contain a penalty as determined using Tables 'A' and "B" in this document. Administrative orders may also be used to advise an owner of the need to take, or cease, certain actions, and in such case, may or may not be associated with penalties as defined in the ordinance or in this guide.

In accordance with the City of Kingsport Code of Ordinances, section 38-342 a show cause hearing should be offered prior to enforcement of an administrative order or assessment of damages or a civil penalty. The purpose of a show cause hearing is to provide a forum for the owner to present a defense to charges as outlined, or for the director to obtain additional information from the owner to determine whether to proceed with enforcement. An owner may appeal the decision of the director to the stormwater appeals board as permitted by the City of Kingsport Code of Ordinances, section 38-343.

Civil Litigation

Pursuant to Section 38-343 of the stormwater management ordinance, the director may, through the city attorney, petition the appropriate court(s) for issuance of preliminary or permanent injunctions to restrain or compel activities by an owner.

Penalties, Administrative or Civil

The stormwater management ordinance authorizes assessment of penalties not to exceed \$5,000 per violation per day. Additionally, Section 38-87 of the ordinance authorizes the director to assess a civil penalty for actual damages incurred by the city. Before the enforcement of any administrative penalty, a show cause hearing must be offered to the owner.

If a violation results in conditions requiring the expenditure of public funds for mitigation of damages, a penalty shall be assessed in such amount as to offset the public funds so expended. This will in no way reduce or offset the liability of the owner with respect to damages incurred.

Explanation of Use of Tables

This guide is based primarily on the use of two tables; "A", and "B". Table "A" indicates how point values are assigned for each violation, considering the severity, duration, degree of harm, and compliance history of the owner. All possible violations may not be listed; however, this does not preclude an appropriate enforcement response.

In Table "A", three columns are associated with each listed violation – the "Initial Points" column, the "Repeat Value" column, and the "Cumulative" column. If no history of violations is noted, the value in the "Initial Points" column may be used in conjunction with Table "B" to assess a typical response to the violation.

If the user has a history of similar violations, the initial point value plus the product of the number of previous occurrences times the repeat value should be used as shown in the following formula: Total Point Value (TP) = P + (N x R), where;

P = Initial Point Value for a single violation

N = Number of previous occurrences

R = Repeat Value from Table "A"

Should more than one violation be noted at a time, the cumulative column should be consulted. If violations are cumulative in nature, the sum of the individual point values should be used to judge the response. If not, the greatest individual values should be used to judge response, with the documentation for that response, however, noting all violations.

Once a point value is determined, Table "B" should be consulted for recommended responses. Table "B" provides a schedule of appropriate responses based upon the number of "points" determined by Table "A".

Example

An owner violates the terms of the stormwater management ordinance. This violation is considered significant and causes harm. Investigation reveals the owner has been cited twice in the past for the same violation: Total Point Value (TP) = P + (N x R)

Therefore: TP = 3 + (2 x 1) = 5

Where 3 = Points charged for isolated but significant discharge from Table "A"

2 = Number of previous occurrences; and

1 = Repeat value from Table "A".

Resulting options: Civil injunction or administrative order with up to \$500.00 penalty.

**TABLE "A"
Response Guide for Violation**

<u>DESCRIPTION OF VIOLATION</u>	<u>INITIAL POINTS</u>	<u>REPEAT VALUE</u>	<u>CUMULATIVE</u>
EROSION PREVENTION AND SEDIMENT CONTROL			
Violation of a single requirement:			
Not significant	1	1	No
Significant, no harm	2	1	Yes
Significant, causes harm	3	1	Yes
Violation of more than one requirement:			
Not significant	2	1	Yes
Significant, no harm	3	1	Yes
Significant, causes harm	4	1	Yes
UNAUTHORIZED DISCHARGES			
Illicit Discharges:			
Owner unaware of requirement, no harm	1	N/A	No
Owner unaware of requirement, harm	2	N/A	No
Owner aware of requirement, no harm	2	1	Yes
Owner aware of requirement, harm	3	1	Yes
Illicit Connections:			
Owner unaware of requirement, no harm	1	N/A	No
Owner unaware of requirement, harm	2	N/A	No
Owner aware of requirement, no harm	2	1	Yes
Owner aware of requirement, harm	3	1	Yes
INSPECTION			
Entry denied	2	2	Yes
Inspection Records			
Incomplete	1	2	No
Not available	1	2	No

MAINTENANCE			
Failure to properly operate and maintain BMPs	1	1	Yes
STORMWATER MANAGEMENT			
Pre-Construction			
Failure to obtain NOC	2	1	No
Failure to obtain grading permit	2	1	No
Failure to provide performance bond	2	1	No
Post-Construction			
Failure to provide water quality SCMs	2	2	No
Failure to provide channel protection	2	2	No
Failure to provide downstream impact analysis	2	2	No
Post-Construction			
Failure to provide special pollution abatement plan	2	2	No
Failure to provide as-built	2	2	No
Failure to provide covenant	2	2	No

**TABLE "B"
VIOLATION RESPONSE GUIDE**

<u>POINT TOTAL</u>	<u>ACTION</u>
1	Written warning
2	Notice of Violation
3	Administrative Order with up to \$150 Penalty
4	Administrative Order with up to \$300 Penalty
5	Administrative Order with up to \$500 Penalty
6	Administrative Order with up to \$1,000 Penalty
7	Administrative Order with up to \$2,000 Penalty
8	Administrative Order with up to \$3,000 Penalty
9	Administrative Order with up to \$4,000 Penalty
10	Administrative Order with up to \$5,000 Penalty

A cease and desist order may be issued at anytime and a civil injunction may be requested at any time, for any violation, if in the opinion of the director in consultation with the city attorney, such action is justified, needed or appropriate.

Criminal Action

In cases where criminal acts are suspected by the director, after consultation with the city attorney, information shall be gathered and forwarded to the district attorney of the appropriate county for action. Criminal prosecution, if pursued, shall be in addition to other actions authorized by ordinance.



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY17

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-316-2016
 Work Session: December 5, 2016
 First Reading: December 6, 2016
 Final Adoption: December 20, 2016
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance will close old projects by transferring \$3,063 from the Radio Tower project (GP1504) and by transferring \$68,017 from the Police Storage Lot Improvement project (GP1609) to the Justice Center Improvement project (GP1731) and close projects GP1609 and GP1504. A donation of \$1,000 will be appropriated to the Centennial Park project. Funds in the amount of \$53,085 will be transferred from the Visitor's Enhancement Fund to the Brickyard Park Shade Structures project. Funds in the amount of \$13,463 will be transferred to the Centennial project (NC1613) and close NC1514 and NC1506. Funds in the amount of \$14,002 will be transferred from the City Hall/Facilities Improvements project (GP1522) to the Higher Ed Maintenance/Improvements project (GP1730) and close GP1522.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2017; 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 budget be amended by transferring \$3,063 from the Radio Tower project (GP1504) and \$68,017 from the Police Storage Lot Improvement project (GP1609) to the Justice Center Improvements project (GP1731), by appropriating \$1,000 donation to the Centennial Park (GP1533), by appropriating \$1,176 Premium Bond Sale to the Sidewalk Improvements project (GP1213), by appropriating \$9,000 in Ropes Course Fees to the Bays Mountain operating budget, by appropriating \$111 to the Fire Department operating budget, by transferring \$53,085 from the Visitor's Enhancement Fund to the Brickyard Park Shade Structures project (GP1729), by transferring \$4,645 from the Centennial project (NC1506) and \$8,541 from the Website/Marketing Office (NC1514) to the Centennial Project (NC1613) and by transferring \$14,002 from the City Hall/Facilities Improvements project (GP1522) to the Higher Ed Maintenance project (GP1730). Projects GP1522, NC1514, NC1506, GP1609 and GP1504 will be closed.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Radio Tower (GP1504)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-391-0100 From General Fund	140,721	(3,063)	137,658
Totals:	140,721	(3,063)	137,658

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	7,793	0	7,793
311-0000-601-9003 Improvements	132,928	(3,063)	129,865
Totals:	140,721	(3,063)	137,658

<u>Fund 311: General Project Fund</u>			
<u>Police Storage Lot Imprvt (GP1609)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1046 Series 2013 B GO Pub Imp	108,665	(22,691)	85,974
311-0000-368-1047 Series 2014 A GO Pub Imp	39,846	(29,790)	10,056
311-0000-368-2101 Premium From Bond Sale	9,654	0	9,654
311-0000-391-0100 From General Fund	26,500	(15,536)	10,964
Totals:	184,665	(68,017)	116,648

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	50,000	(37,477)	12,523
311-0000-601-9003 Improvements	134,665	(30,540)	104,125
Totals:	184,665	(68,017)	116,648

Fund 311: General Project Fund
Justice Center Improvements (GP1731)

Revenues:	\$	\$	\$
311-0000-368-1046 Series 2013 B GO Pub Imp	0	22,691	22,691
311-0000-368-1047 Series 2014 A GO Pub Imp	0	29,790	29,790
311-0000-391-0100 From General Fund	0	18,599	18,599
Totals:	0	71,080	71,080

Expenditures:	\$	\$	\$
311-0000-601-9003 Improvements	0	71,080	71,080
Totals:	0	71,080	71,080

Fund 311: General Project Fund
Centennial Park (GP1533)

Revenues:	\$	\$	\$
311-0000-364-1000 Contribution Individual	0	1,000	1,000
311-0000-368-1047 Series 2014 A GO Pub Imp	193,226	0	193,226
311-0000-368-2101 Premium From Bond Sale	29,108	0	29,108
Totals:	222,334	1,000	223,334

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	220,934	1,000	221,934
311-0000-601-9003 Improvements	1,400	0	1,400
Totals:	222,334	1,000	223,334

Fund 311: General Project Fund
Sidewalk Improvements (GP1213)

Revenues:	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	302,613	0	302,613
311-0000-368-1046 Series 2013B GO Pub Imp	100,000	(4,965)	95,035
311-0000-368-2101 Premium From Bond Sale	3,671	6,141	9,812
Totals:	406,284	1,176	407,460

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	320,313	80	320,393
311-0000-601-2023 Arch/Eng/Landscaping	34,160	0	34,160
311-0000-601-4041 Bond Expense	6,284	1,176	7,460
311-0000-601-9001 Land	4,527	0	4,527
311-0000-601-9003 Improvements	41,000	(80)	40,920

Totals:

406,284	1,176	407,460
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Fund 110: General Fund

Revenues:

	\$	\$	\$
110-0000-364-2000 From Corporation	17,000	50	17,050
110-0000-368-9900 Miscellaneous	45,000	61	45,061
110-0000-341-3070 Rope Course Fees	10,000	9,000	19,000
Totals:	72,000	9,111	81,111

Expenditures:

	\$	\$	\$
110-3501-451-4099 Other Expenses Misc.	10000	111	10111
110-4530-473-2075 Temporary Employees	10,000	9,000	19,000
Totals:	20,000	9,111	29,111

Fund 135: Visitors Enhancement Fund

Expenditures:

	\$	\$	\$
135-1015-405-9003 Improvements	145,000	(53,085)	91,915
135-4804-481-7036 To General Proj Fund	0	53,085	53,085
Totals:	145,000	0	145,000

Fund 311: General Project Fund

Brickyard Park Shade Structures (GP1729)

Revenues:

	\$	\$	\$
311-0000-391-6900 Visitors Enhancement Fund	0	53,085	53,085
Totals:	0	53,085	53,085

Expenditures:

	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	0	53,085	53,085
Totals:	0	53,085	53,085

Fund 111: General Project-Special Rev Fund

Centennial Project (NC1506)

Revenues:

	\$	\$	\$
111-0000-391-0100 From General Fund	5,804	(4,645)	1,159
Totals:	5,804	(4,645)	1,159

Expenditures:

	\$	\$	\$
111-0000-601-3010 Office Supplies	5,804	(5,713)	91
111-0000-601-3012 Food	0	1,068	1,068
Totals:	5,804	(4,645)	1,159

Fund 111: General Project-Special Rev Fund

Website/Marketing Office (NC1514)

Revenues:

	\$	\$	\$
111-0000-391-0100 From General Fund	50,000	(8,541)	41,459

Totals:	50,000	(8,541)	41,459
Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	10,000	9,525	19,525
111-0000-601-9004 Equipment	40,000	(18,066)	21,934
Totals:	50,000	(8,541)	41,459

Fund 111: General Project-Special Rev Fund
Centennial Project (NC1613)

Revenues:	\$	\$	\$
111-0000-341-1087 Merchandise Sales	0	277	277
111-0000-391-0100 From General Fund	57,000	13,186	70,186
Totals:	57,000	13,463	70,463

Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	51,600	13,463	65,063
111-0000-631-1010 Salaries & Wages	4,310	0	4,310
111-0000-631-1020 Social Security	1,000	0	1,000
111-0000-631-1060 Workers Comp	10	0	10
111-0000-631-1061 Unemployment	80	0	80
Totals:	57,000	13,463	70,463

Fund 311: General Project Fund
Cty Hall/Facility Improvements (GP1522)

Revenues:	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	84,748	0	84,748
311-0000-368-1047 Series 2014A GO Pub Imp	137,475	0	137,475
311-0000-368-2101 Premium From Bond Sale	14,396	0	14,396
311-0000-391-0100 From General Fund	100,756	(14,002)	86,754
Totals:	337,375	(14,002)	323,373

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	15,000	3,614	18,614
311-0000-601-4041 Bond Expense	1,871	0	1,871
311-0000-601-9003 Improvements	320,504	(17,616)	302,888
Totals:	337,375	(14,002)	323,373

Fund 311: General Project Fund
Higher Ed Maintenance/Improvements
(GP1730)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	0	14,002	14,002
Totals:	0	14,002	14,002

Expenditures:	\$	\$	\$
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311-0000-601-9003 Improvements	0	14,002	14,002
Totals:	0	14,002	14,002

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.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:
PASSED ON 2ND READING:



AGENDA ACTION FORM

Amend the FY 2017 General Purpose School Fund Budget

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-322-2016
Work Session: December 5, 2016
First Reading: December 6, 2016

Final Adoption: December 20, 2016
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2017 budget amendment number three at their meeting on December 1, 2016. This amendment increases the estimated revenue for Other Local Revenue by \$30,265 and decreases the estimated revenue for Special Education High Costs funds by \$9,925. The amendment also increases the appropriation for Curriculum and Instruction, Instructional Supplies by \$30,265 and decreases the appropriations for Special Education Instructional Supplies by \$5,000 and Special Education Travel by \$4,925.

The increase of \$30,625 in funding is supplemental funding from TN SCORE and will be used for our K-2 literacy program. The decrease in special education funding is adjusting an estimate of \$50,000 to the actual amount received.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Three – FY 2017

Funding source appropriate and funds are available: *JF*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND THE FY 2016-17 GENERAL
PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Three by increasing the estimated revenue for Other Local Revenue by \$30,265 and decreasing the estimated revenue for Education for the Handicapped Act by \$9,925. The expenditure budget will be changed by increasing the appropriation for Curriculum and Instruction – Instructional Supplies by \$30,265 and decreasing the appropriation for Special Education – Instructional Supplies by \$5,000 and Special Education – Travel by \$4,925.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 141: School Fund			
Revenues:	\$	\$	\$
141-0000-337-7143 Ed of the Handicapped Act	50,000	(9,925)	40,075
141-0000-369-4990 Other Local Revenue	605,000	30,265	635,265
Totals:	655,000	20,340	675,340

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Expenditures:	\$	\$	\$
141-7154-711-0429 Curr. & Inst. – Inst. Supplies	95,428	30,265	125,693
141-7150-721-0429 Special Ed – Inst. Supplies	32,719	(5,000)	27,719
141-7250-782-0355 Special Ed – Travel	12,000	(4,925)	7,075
Totals:	140,147	20,340	160,487

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.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:
PASSED ON 2ND READING:

December 1, 2016

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2016-2017
BUDGET AMENDMENT NUMBER THREE

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: TENNESSEE SCORE GRANT

Kingsport City Schools has received supplemental funding from Tennessee SCORE in the amount of \$30,265. These funds are to be used for our K-2 literacy initiative.

It is recommended that the estimated revenue for Other Local Revenue be increased by \$30,265 and that the appropriation for Curriculum and Instruction Instructional Supplies be increased by \$30,265.

ITEM 2: SPECIAL EDUCATION HIGH COSTS FUNDS

Kingsport City Schools applies for IDEA Special Education Funds each year, when the General Purpose budget has incurred these expenses. We apply at the end of each school year and are notified of the amount to be received in the fall. In late September we were notified that we were to receive \$40,074.93 and this amount has been received. The approved budget includes an estimated revenue amount and budget appropriation of \$50,000.

It is recommended that the estimated revenue for Special Education High Cost funds be decreased by \$9,925 and that the appropriations for Special Education Instructional Supplies and Special Education Travel be reduced by \$5,000 and \$4,925, respectively.



AGENDA ACTION FORM

Amend the General Project Fund Budget by Appropriating General Obligation Public Improvement Bond Series 2016

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-299-2016
Work Session: November 14, 2016
First Reading: November 15, 2016

Final Adoption: December 6, 2016
Staff Work By: Smith/Winkle
Presentation By: Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

On September 06, 2016, the BMA approved resolution 2017-044 to issue General Obligation Public Improvement Bond Series 2016 not to exceed \$23,225,000 for public works projects, road, street, parking and sidewalk construction, improvement and expansion, including Greenbelt improvements, improvement and renovation of public schools, and renovations to the Library, HVAC improvements, acquisition of public works equipment, including firefighting equipment, fire software upgrade, fire generator, technology system improvements and improvements to the Water system and improvements to the Waste Water system..

This ordinance appropriates the funding for these projects.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Oiterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Amend the General Project Fund Budget by Appropriating General Obligation Public Improvement Bond Series 2016

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-299-2016
Work Session: November 14, 2016
First Reading: November 15, 2016

Final Adoption: December 6, 2016
Staff Work By: Smith/Winkle
Presentation By: Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

On September 06, 2016, the BMA approved resolution 2017-044 to issue General Obligation Public Improvement Bond Series 2016 not to exceed \$23,225,000 for public works projects, road, street, parking and sidewalk construction, improvement and expansion, including Greenbelt improvements, improvement and renovation of public schools, and renovations to the Library, HVAC improvements, acquisition of public works equipment, including firefighting equipment, fire software upgrade, fire generator, technology system improvements and improvements to the Water system and improvements to the Waste Water system..

This ordinance appropriates the funding for these projects.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, THE WATER AND SEWER FUND PROJECT BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2016; FOR THE FISCAL YEAR ENDING JUNE 30, 2017; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

WHEREAS, Resolution No. 2016-044 was adopted authorizing the issuance of bonded debt Series 2016 in an amount not to exceed \$23,225,000 to provide funding for certain public works projects, consisting of the acquisition of public art; construction, improvement and renovation of public schools, road, street, parking, and sidewalk construction, improvement and expansion, including Greenbelt improvements; acquisition, construction, renovation, improvement and equipping of public buildings within the Municipality, including renovations to the library and including HVAC improvements; acquisition of public works equipment, including firefighting equipment, fire software upgrades a fire station generator, and improvements to the Municipality's water system, construction, expansion and improvement of the Municipality's sewer system; the acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs, (collectively, the "Project"); to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of Bonds;

Section I. That the General Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2016 to fund the Library Improvements Project (GP1712) in the amount of \$252,655 and by transferring \$283,641 from the Library Improvement project (GP1400) to the Library Improvement project (GP1712) by appropriating G.O. Public Improvement Bond Series 2016 to fund the Borden Park Improvements Project (GP1510) in the amount of \$131,380, Bays Mountain Road Stabilization project (GP1720) in the amount of \$232,442, Bays Mountain Dam Repair project (GP1711) in the amount of \$242,549, the School Improvements project (GP1715) in the amount of \$757,965, Facilities & HAVAC Improvements (GP1719) in the amount of \$333,504, Fire Apparatus Equipment (GP1719) in the amount of \$85,902, Generator Fire Station #5 (GP1604) in the amount of \$45,478, Firehouse Software Upgrade (GP1717) in the amount of \$75,797, Allandale Repairs & Maintenance project (GP1724) in the amount of \$131,380, Greenbelt Improvements project (GP1710 in the amount of \$101,062, Greenbelt East Ext. Phase 1 (GP1529) in the amount of \$186,965, Lynn View Site Improvement project (GP1714) in the amount of \$202,124, General Park Improvement project (GP1713) in the amount of \$353,717, Stone Drive Sidewalk Extension Phase 2 (GP1725) in the amount of \$101,062, Indian Trail Drive Extension (GP1615) in the amount of \$3,268,652, Riverport Road Stabilization (GP1723) in the amount of \$606,372, Park Maintenance Equipment Replacement project (GP1722) in the amount of \$40,425, Traffic Flashing Yellow Upgrade Program (GP1726) in the amount of \$40,425, Transit Center (GP1718) in the amount of \$380,296 and by transferring \$4,755,047 from the Transit Center (FTA015) to GP1718, Transit Garage (GP1727) in the amount of \$267,814, Rolling Hills Drive (GP1721) in the amount of \$106,115, Centennial/Downtown Parks (GP1627) in the amount of \$353,717, Public Works Equipment/Expanded Mowing (GP1703) in the amount of \$171,805, Meadowview Ballroom/Meeting Room (MV1600) in the amount of \$3,500,000 and by transferring \$257,800 to the Meadowview operating budget.

Section II. That the Water Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2016 to fund the Master Plan Water System Upgrades (WA1704) in the amount of \$1,730,000, WTP SCADA Improvements (WA1700) in the amount of \$1,200,000, Tri-County Tank Replacement (WA1705) in the amount of \$600,000.

Section III. That the Sewer Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2016 to fund Colonial Heights Sewer Line Ext. Phase 5 project (SW1512) in the amount of \$2,500,000, WWTP Equalization Basin project (SW1707) in the amount of \$810,000 and West Kingsport SLS Replacement (SW1708) in the amount of \$4,140,000.

**G.O. Public
Improvements Series
20016**

**General Project
Fund:311
Library Improvements
(GP1400)**

Revenue:

		<u>Budget</u>	<u>Amendments Increase (Decrease)</u>	<u>Amended Budget</u>
311-0000-332-7300	TN State Library Grant	100,000	(100,000)	0
311-0000-364-1000	Contributions/Individuals	3	2	5
311-0000-368-1041	Series 2012 CGO Public Imp.	46,170	0	46,170
311-0000-368-1046	Series 2013B GO Pub. Imp.	156,808	0	156,808
311-0000-368-1047	Series 2014A GO Bonds	97,000	0	97,000
311-0000-368-1051	Series 2015A GO (Oct) Pl.	220,971	(183,643)	37,328
311-0000-368-2101	Premium From Bond Sale	21,270	0	21,270
Total Revenue		642,222	(283,641)	358,581

Appropriation:

311-0000-601-2023	Arch/Eng/Landscaping	75,597	3,219	78,816
311-0000-601-4041	Bond Expense	6,757	2	6,759
311-0000-601-9003	Improvements	559,868	(286,862)	273,006
Total Appropriation		642,222	(283,641)	358,581

**General Project
Fund:311
Library Improvements
(GP1712)**

Revenue:

311-0000-332-7300	TN State Library Grant	0	100,000	100,000
311-0000-368-1051	Series 2015A GO (Oct) Pl.	0	183,643	183,643
311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	233,316	233,316
311-0000-368-2101	Bond Premium	0	19,339	19,339
Total Revenue		0	536,298	536,298

Appropriation:

311-0000-601-2023	Arch/Eng/Landscaping	0	50,000	50,000
311-0000-601-4041	Bond Expense	0	2,655	2,655
311-0000-601-9003	Improvements	0	483,643	483,643
Total Appropriation		0	536,298	536,298

Borden Park**Improvements (GP1510)****Revenue:**

311-0000-368-1047	Series 2014A GO Pub Imp.	182,751	0	182,751
311-0000-368-1051	Series 2015A GO (Oct) Pl.	44,301	0	44,301
311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	121,324	121,324
311-0000-368-2101	Premium from Bond Sale	49,528	10,056	59,584
Total Revenue		276,580	131,380	407,960

Appropriation:

311-0000-601-2023	Arch/Eng/Landscaping	57,400	0	57,400
311-0000-601-4041	Bond Sale Expense	7,080	1,380	8,460
311-0000-601-9003	Improvements	212,100	130,000	342,100
Total Appropriation		276,580	131,380	407,960

Bays MNT Road Stabilization (GP1720)**Revenue:**

311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	214,651	214,651
311-0000-368-2101	Premium from Bond Sale	0	17,791	17,791
Total Revenue		0	232,442	232,442

Appropriation:

311-0000-601-2023	Arch/Eng/Landscaping	0	30,000	30,000
311-0000-601-4041	Bond Sale Expense	0	2,442	2,442
311-0000-601-9003	Improvements	0	200,000	200,000
Total Appropriation		0	232,442	232,442

Bays MNT Dam Repair (GP1711)**Revenue:**

311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	223,984	223,984
311-0000-368-2101	Premium on Sale	0	18,565	18,565
Total Revenue		0	242,549	242,549

Appropriation:

311-0000-601-2023	Arch/Eng/Landscaping	0	240,000	240,000
311-0000-601-4041	Bond Sale Expense	0	2,549	2,549
Total Appropriation		0	242,549	242,549

School Improvements
(GP1715)

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	699,949	699,949
311-0000-368-2101	Premium on Sale	0	58,016	58,016
Total Revenue		0	757,965	757,965

Appropriation:

311-0000-601-2022	Construction Contracts	0	352,500	352,500
311-0000-601-2023	Arch/Eng/Landscaping	0	45,000	45,000
311-0000-601-4041	Bond Sale Expense	0	7,965	7,965
311-0000-601-9003	Improvements	0	352,500	352,500
Total Appropriation		0	757,965	757,965

Facilities Maint & HVAC Improvements
(GP1716)

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	307,977	307,977
311-0000-368-2101	Premium on Bond Sale	0	25,527	25,527
Total Revenue		0	333,504	333,504

Appropriation:

311-0000-601-4041	Bond Sale Expense	0	3,504	3,504
311-0000-601-9003	Improvements	0	330,000	330,000
Total Appropriation		0	333,504	333,504

Fire Apparatus Equipment (GP1719)

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	79,327	79,327
311-0000-368-2101	Premium on Bond Sale	0	6,575	6,575
Total Revenue		0	85,902	85,902

Appropriation:

311-0000-601-4041	Bond Sale Expense	0	902	902
311-0000-601-9004	Equipment	0	25,000	25,000
311-0000-601-9006	Purchases Over \$5,000	0	60,000	60,000
Total Appropriation		0	85,902	85,902

Generator Fire Station #5 (GP1604)

Revenue:

311-0000-368-1051	Series 2015A GO (Oct) Pl.	14,534	0	14,534
311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	41,997	41,997
311-0000-368-2101	Premium on Bond Sale	1,028	3,481	4,509

Total Revenue		15,562	45,478	61,040
Appropriation:				
311-0000-601-4041	Bond Sale Expense	562	478	1,040
311-0000-601-9006	Purchases Over \$5,000	15,000	45,000	60,000
Total Appropriation		15,562	45,478	61,040
Firehouse Software Upgrade (GP1717)				
Revenue:				
311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	69,995	69,995
311-0000-368-2101	Premium on Bond Sale	0	5,802	5,802
Total Revenue		0	75,797	75,797
Appropriation:				
311-0000-601-4041	Bond Sale Expense	0	797	797
311-0000-601-9006	Purchases Over \$5,000	0	75,000	75,000
Total Appropriation		0	75,797	75,797
Allandale Repairs & Maintenance (GP1724)				
Revenue:				
311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	121,324	121,324
311-0000-368-2101	Premium on Bond Sale	0	10,056	10,056
Total Revenue		0	131,380	131,380
Appropriation:				
311-0000-601-4041	Bond Sale Expense	0	1,380	1,380
311-0000-601-9006	Purchases Over \$5,000	0	130,000	130,000
Total Appropriation		0	131,380	131,380
Greenbelt Improvements (GP1710)				
Revenue:				
311-0000-368-1051	Series 2016 GO Pub Imp (Nov 4)	0	93,326	93,326
311-0000-368-2101	Premium on Bond Sale	0	7,736	7,736
Total Revenue		0	101,062	101,062
Appropriation:				
311-0000-601-4041	Bond Sale Expense	0	1,062	1,062
311-0000-601-9001	Land	0	85,000	85,000
311-0000-601-9003	Improvements	0	15,000	15,000

Total Appropriation

0	101,062	101,062
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**Greenbelt East Ext. PH
1 (GP1529)**

Revenue:

311-0000-364-2000	From Corporations	20,000	0	20,000
311-0000-368-1047	Series 2014A GO Bonds	10,000	0	10,000
311-0000-368-1051	Series 2015A (Oct) GO PI	167,360	0	167,360
311-0000-368-1054	Series 2016 GO Pub Imp (Nov 4)	0	172,654	172,654
311-0000-368-2101	Premium on Bond Sale	5,827	14,311	20,138
Total Revenue		203,187	186,965	390,152

Appropriation:

311-0000-601-2023	Arch/Eng/Landscaping	166,000	0	166,000
311-0000-601-4041	Bond Sale Expense	3,187	1,965	5,152
311-0000-601-9001	Land	34,000	0	34,000
311-0000-601-9003	Improvements	0	185,000	185,000
Total Appropriation		203,187	186,965	390,152

**Lynn View Site Imp
(GP1714)**

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	186,653	186,653
311-0000-368-2101	Premium on Bond Sale	0	15,471	15,471
Total Revenue		0	202,124	202,124

Appropriation:

311-0000-601-2022	Construction Contracts	0	180,000	180,000
311-0000-601-2023	Arch/Eng/Landscaping	0	20,000	20,000
311-0000-601-4041	Bond Sale Expense	0	2,124	2,124
Total Appropriation		0	202,124	202,124

**General Park Imp.
(GP1713)**

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	326,643	326,643
311-0000-368-2101	Premium on Bond Sale	0	27,074	27,074
Total Revenue		0	353,717	353,717

Appropriation:

311-0000-601-2022	Construction Contracts	0	100,000	100,000
311-0000-601-2023	Arch/Eng/Landscaping	0	21,000	21,000
311-0000-601-4041	Bond Sale Expense	0	3,717	3,717
311-0000-601-9003	Improvements	0	229,000	229,000
Total Appropriation		0	353,717	353,717

**Stone Dr. Sidewalk Ext
PH2 (GP1725)**

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	93,326	93,326
311-0000-368-2101	Premium on Bond Sale	0	7,736	7,736
Total Revenue		0	101,062	101,062

Appropriation:

311-0000-601-4041	Bond Sale Expense	0	1,062	1,062
311-0000-601-9003	Improvements	0	100,000	100,000
Total Appropriation		0	101,062	101,062

Indian

Trail Dr. Ext (GP1615)

Revenue:

311-0000-368-1040	Series 2011 GO Pub Imp	253,635	0	253,635
311-0000-368-1046	Series 2013B GO Pub Imp	45,000	0	45,000
311-0000-368-1047	Series 2014A GO Pub Imp	7,741	0	7,741
311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	3,018,464	3,018,464
311-0000-368-2101	Premium on Bond Sale	0	250,188	250,188
311-0000-391-0100	From General Fund	90,845	0	90,845
Total Revenue		397,221	3,268,652	3,665,873

Appropriation:

311-0000-601-2023	Arch/Eng/Landscaping	397,221	0	397,221
311-0000-601-4041	Bond Sale Expense	0	34,346	34,346
311-0000-601-9001	Land	0	10,000	10,000
311-0000-601-9003	Improvements	0	3224,306	3,224,306
Total Appropriation		397,221	3,268,652	3,665,873

Riverport RD

Stabilization (GP1723)

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	559,959	559,959
311-0000-368-2101	Premium on Bond Sale	0	46,413	46,413
Total Revenue		0	606,372	606,372

Appropriation:

311-0000-601-4041	Bond Sale Expense	0	6,372	6,372
311-0000-601-9003	Improvements	0	600,000	600,000
Total Appropriation		0	606,372	606,372

**Park Maint. Equip
Replacement (GP1722)**

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	37,331	37,331
311-0000-368-2101	Premium on Bond Sale	0	3,094	3,094
Total Revenue		0	40,425	40,425

Appropriation:

311-0000-601-4041	Bond Sale Expense	0	425	425
311-0000-601-9006	Purchases Over \$5,000	0	40,000	40,000
Total Appropriation		0	40,425	40,425

**Traffic Flashing Yellow
Upgrade PRG (GP1726)**

Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	37,331	37,331
311-0000-368-2101	Premium on Bond Sale	0	3,094	3,094
Total Revenue		0	40,425	40,425

Appropriation:

311-0000-601-4041	Bond Sale Expense	0	425	425
311-0000-601-9006	Purchases Over \$5,000	0	40,000	40,000
Total Appropriation		0	40,425	40,425

**Transit Center
(GP1718)**

Revenue:

311-0000-331-2000	Federal Revenue/UMTA Section 9	0	4,124,000	4,124,000
311-0000-332-9000	Dept. of Transportation	0	515,500	515,500
311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	351,188	351,188
311-0000-368-2101	Premium on Bond Sale	0	29,108	29,108
311-0000-391-0100	From General Fund	0	115,547	115,547
Total Revenue		0	5,135,343	5,135,343

Appropriation:

311-0000-601-2023	Arch/Eng/Landscaping	0	399,547	399,547
311-0000-601-4041	Bond Sale Expense	0	3,996	3,996
311-0000-601-9001	Land	0	1,016,500	1,016,500
311-0000-601-9003	Improvements	0	3,715,300	3,715,300
Total Appropriation		0	5,135,343	5,135,343

**Transit Center
(FTA 015)**

Revenue:

123-0000-331-2000	Federal Revenue/UMTA Section 9	4,124,000	(4,124,000)	0
123-0000-332-9000	Dept. of Transportation	515,500	(515,500)	0
123-0000-391-0100	From General Fund	115,547	(115,547)	0

Total Revenue		4,755,047	(4,755,047)	0
Appropriation:				
123-0000-602-2023	Arch/Eng/Landscaping	34,000	(34,000)	0
123-0000-602-9001	Land	481,500	(481,500)	0
123-5902-602-2023	Arch/Eng/Landscaping	365,547	(365,547)	0
123-5902-602-9001	Land	535,000	(535,000)	0
123-5902-602-9003	Improvements	3,339,000	(3,339,000)	0
Total Appropriation		4,755,047	(4,755,047)	0

**Transit Garage
(GP1727)**

Revenue:				
311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	247,315	247,315
311-0000-368-2101	Premium on Bond Sale	0	20,499	20,499
Total Revenue		0	267,814	267,814

Appropriation:				
311-0000-601-4041	Bond Sale Expense	0	2,814	2,814
311-0000-601-9003	Improvements	0	265,000	265,000
Total Appropriation		0	267,814	267,814

**Rolling Hills Dr.
(GP1721)**

Revenue:				
311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	97,993	97,993
311-0000-368-2101	Premium on Bond Sale	0	8,122	8,122
Total Revenue		0	106,115	106,115

Appropriation:				
311-0000-601-4041	Bond Sale Expense	0	1,115	1,115
311-0000-601-9003	Improvements	0	105,000	105,000
Total Appropriation		0	106,115	106,115

**Centennial/Downtown
Parks (GP1627)**

Revenue:				
311-0000-364-5621	East TN Foundation	520,000	0	520,000
311-0000-368-1047	Series 2014A GO Bonds	126,266	0	126,266
311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	326,643	326,643
311-0000-368-2101	Premium on Bond Sale	0	27,074	27,074
311-0000-391-0100	From General Fund	851,200	0	851,200
Total Revenue		1,497,466	353,717	1,851,183

Appropriation:				
311-0000-601-2022	Construction Contracts	20,000	0	20,000

311-0000-601-2023	Arch/Eng/Landscaping	49,688	0	49,688
311-0000-601-2095	Public Art Contracts	5,000	0	5,000
311-0000-601-4041	Bond Sale Expense	0	3,717	3,717
311-0000-601-9003	Improvements	1,422,778	350,000	1,772,778
Total Appropriation		1,497,466	353,717	1,851,183

Public Works
Equip.(GP1703)
Expanded Mowing
Revenue:

311-0000-368-1054	Series 2016 GO Pub Imp. (Nov 4)	0	158,655	158,655
311-0000-368-2101	Premium on Bond Sale	0	13,150	13,150
311-0000-391-0100	From General Fund	170,000	0	170,000
Total Revenue		170,000	171,805	341,805

Appropriation:

311-0000-601-4041	Bond Sale Expense	0	1,805	1,805
311-0000-601-9006	Purchases Over \$5,000	170,000	170,000	340,000
Total Appropriation		170,000	171,805	341,805

Ballroom/Meeting
Room (MV1600)
Revenue:

454-0000-391-4900	From Meadowview Conference CT	257,800	(257,800)	0
454-0000-391-0541	Series 2016 GO Pub Imp. (Nov 4)	0	3,500,000	3,500,000
Total Revenue		257,800	3,242,200	3,500,000

Appropriation:

454-0000-601-2023	Arch/Eng/Landscaping	90,000	0	90,000
454-0000-601-9003	Purchases Over \$5,000	167,800	3,242,200	3,410,000
Total Appropriation		257,800	3,242,200	3,500,000

Meadowview Fund:420

Revenue:

420-0000-392-9918	Series 2016 GO Pub Imp. (Nov 4)	0	3,500,000	3,500,000
Total Revenue		0	3,500,000	3,500,000

Appropriation:

420-6999-698-7845	Series 2016 GO Pub Imp. (Nov 4)	0	3,500,000	3,500,000
Total Appropriation		0	3,500,000	3,500,000

Revenue:

420-0000-391-6900	Visitors Enhancement Fund	0	(90,000)	(90,000)
Total Revenue		0	(90,000)	(90,000)

Appropriation:

420-6996-696-7604	CIP Transf/Meadowview Proj Fund	167,800	(257,800)	(90,000)
420-5001-501-8039	Meadowview Conf. CTR	345,400	60,000	405,400
420-5010-501-4011	Bond Interest	467,200	107,800	575,000
Total Appropriation		980,400	(90,000)	890,400

Visitors Enhancement Fund:135

Appropriation:

135-4804-481-7026	To Meadowview Fund	0	(90,000)	(90,000)
135-4804-481-7036	To General Project Fund	0	90,000	90,000
Total Appropriation		0	0	0

Visitor Enhancement Improvement (GP1728)

Revenue:

311-0000-391-6900	From Visitors Enhancement Fund	0	90,000	90,000
Total Revenue		0	90,000	90,000

Appropriation:

311-0000-601-9003	Improvements	0	90,000	90,000
Total Appropriation		0	90,000	90,000

Master Plan Water Upgrades (WA1704)

Revenue:

451-0000-391-0541	Series 2016 GO Pub Imp. (Nov 4)	0	1,730,000	1,730,000
Total Revenue		0	1,730,000	1,730,000

Appropriation:

451-0000-605-2023	Arch/Eng/Landscaping	0	195,000	195,000
451-0000-605-9001	Land	0	20,000	20,000
451-0000-605-9003	Improvements	0	1,515,000	1,515,000
Total Appropriations		0	1,730,000	1,730,000

WTP SCADA Improvements (WA1700)

Revenue:

451-0000-391-0541	Series 2016 GO Pub Imp. (Nov 4)	0	1,200,000	1,200,000
451-0000-391-4500	From Water Fund	102,785	0	102,785
Total Revenue		102,785	1,200,000	1,302,785

Appropriation:

451-0000-605-2022	Construction Contracts	97,785	1,100,000	1,197,785
451-0000-605-2023	Arch/Eng/Landscaping	5,000	100,000	195,000
Total Appropriations		102,785	1,200,000	1,392,785

Tri-County Tank Replacement (WA1705)

Revenue:

451-0000-391-0541	Series 2016 GO Pub Imp. (Nov 4)	0	600,000	600,000
Total Revenue		0	600,000	600,000

Appropriation:

451-0000-605-2023	Arch/Eng/Landscaping	0	100,000	100,000
451-0000-605-9003	Improvements	0	500,000	500,000
Total Appropriations		0	600,000	600,000

Water Fund 411:

Revenue

411-0000-392-9918	Series 2016 GO Pub Imp. (Nov 4)	0	3,530,000	3,530,000
Total Revenue		0	3,530,000	3,530,000

Expenditure

411-6999-698-7845	Series 2016 GO Pub Imp. (Nov 4)	0	3,530,000	3,530,000
Total Expenditures		0	3,530,000	3,530,000

Sewer Proj Fund:452 Colonial Hgts Phase5 (SW1512)

Revenue:

452-0000-391-0541	Series 2016 GO Pub Imp. (Nov 4)	0	2,500,000	2,500,000
452-0000-391-4200	From Sewer Fund	300,000	0	300,000
Total Revenue		300,000	2,500,000	2,800,000

Appropriation:

452-0000-606-2023	Arch/Eng/Landscaping	200,000	300,000	850,000
452-0000-606-9001	Land	100,000	100,000	500,000
452-0000-606-9003	Improvements	0	2,100,000	2,100,000
Total Appropriation		300,000	2,500,000	3,450,000

WWTP Equalization Basin (SW1707)

Revenue:

452-0000-391-0541	Series 2016 GO Pub Imp. (Nov 4)	0	810,000	810,000
Total Revenue		0	810,000	810,000

Appropriation:				
452-0000-606-2023	Arch/Eng/Landscaping	0	310,000	310,000
452-0000-606-9003	Improvements	0	500,000	500,000
Total Appropriation		0	810,000	810,000

**West KPT SLS
Replacement (SW1708)**

Revenue:				
452-0000-391-0541	Series 2016 GO Pub Imp. (Nov 4)	0	4,140,000	4,140,000
Total Revenue		0	4,140,000	4,140,000

Appropriation:				
452-0000-606-2023	Arch/Eng/Landscaping	0	340,000	340,000
452-0000-606-9003	Improvements	0	3,800,000	3,800,000
Total Appropriation		0	4,140,000	4,140,000

Sewer Fund:412				
412-0000-392-9918	Series 2016 GO Pub Imp. (Nov 4)	0	7,450,000	7,450,000
Total Revenue		0	7,450,000	7,450,000

Expenditures				
412-6999-698-7845	Series 2016 GO Pub Imp. (Nov 4)	0	7,450,000	7,450,000
Total Expenditures		0	7,450,000	7,450,000

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.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Award Contract and Budget Ordinance for Miscellaneous Annexation Utilities Improvements Project

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-307-2016
Work Session: November 14, 2016
First Reading: November 15, 2016

Final Adoption: December 6, 2016
Staff Work By: O. Nickens/H. Clabaugh
Presentation By: R. McReynolds

Recommendation:

Approve the Budget Ordinance and Resolution.

Executive Summary:

Bids were opened for the Miscellaneous Annexation Utilities Improvements project on November 9, 2016. This project consists of construction of approximately 1,000 LF sanitary sewer infrastructure, including manholes and laterals; and approximately 7,300 LF of waterlines, including appurtenances. The construction must be complete by February 22, 2017.

Funding has been identified and allocated to various projects in the Water and Sewer Funds. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. This budget ordinance will reallocate funds to new projects (WA1706 and SW1709) in water and sewer.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Merkel Brothers Construction, as follows:

Base Bid	\$573,406.80
Engineering Fees 14%	88,570.00
Contingency 6%	34,420.00
Total Project Cost	\$696,396.80

Attachments:

1. Budget Ordinance
2. Contract Award Resolution
3. Bid Opening Minutes
4. Location Map
5. Bid Tabulation

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—



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	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Oterman	—	—	—
Parham	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER FUND, WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MISCELLANEOUS ANNEXATION UTILITIES IMPROVEMENTS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund budget and the Water Project Fund budget be amended by appropriating \$392,848 from the Water Fund balance to the Miscellaneous Annex Utility Improvements project (WA1706) and by transferring \$29,874 from the Colonial Heights System Upgrades project (WA1402) and by transferring \$49,440 from the Annexation Fire Hydrants project (WA1404) to the Miscellaneous Annexation Utility Improvements project(WA1706). The total amount transferred to WA1706 is \$472,162. Project WA1402 will be closed.

SECTION II. That the Sewer Project Fund budget be amended by transferring \$18,348 from the Miscellaneous Sewer Rehab project (SW1401), by transferring \$1,600 from the Cooks Valley Rd Phase 2 project (SW1500), by transferring \$29,677 from the Colonial Heights Phase 2 project (SW1501), by transferring \$35,801 from the Citywide Sewer Improvements project (SW1600) and by transferring \$138,939 from the Miscellaneous Sewer Line project (SW1701) to the Miscellaneous Annexation Utility Improvements project (SW1709). The total amount transferred to SW1709 is \$224,365. Projects SW1401, SW1500 and SW1600 will be closed.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 451 Water Fund			
WA Maint. Facilities Imp (WA1402)			
Revenues:			
451-0000-391-0529 Series 2013B GO Pub Imp	\$ 238,500	\$ (29,874)	\$ 208,626
Totals:	238,500	(29,874)	208,626
Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	29,600	(2,470)	27,130
451-0000-605-9003 Improvements	208,900	(27,404)	181,496
Totals:	238,500	(29,874)	208,626
 Fund 451 Water Fund			
Annexation Fire Hydrants (WA1404)			
Revenues:			
451-0000-391-0529 Series 2013B GO Pub Imp	\$ 256,230	\$ (49,440)	\$ 206,790
451-0000-391-4500 From Water Fund	87,612	0	87,612
451-0000-391-4600 Reserve Outside City Imp	56,207	0	56,207
Totals:	400,049	(49,440)	350,609
Expenditures:			
451-0000-605-2022 Construction Contracts	216,230	0	216,230
451-0000-605-2023 Arch/Eng/Landscaping	183,819	(49,440)	134,379
Totals:	400,049	(49,440)	350,609
 Fund 411 Water Fund			
Revenues:			
411-0000-392-0100 Fund Balance Appropriations	\$ 1,065,500	\$ 392,848	\$ 1,458,348
Totals:	1,065,500	392,848	1,458,348

Expenditures:

411-6996-696-7601 Water Project Fund

1,080,000	392,848	1,472,848
1,080,000	392,848	1,472,848

Totals:

Fund 451 Water Fund

Misc Annex Utility Imp. (WA1706)

Revenues:

451-0000-391-0529 Series 2013B GO Pub Imp
451-0000-391-4500 From Water Fund

\$	\$	\$
0	79,314	79,314
0	392,848	392,848
0	472,162	472,162

Totals:

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping
451-0000-605-9003 Improvements

0	60,100	60,100
0	412,062	412,062
0	472,162	472,162

Totals:

Fund 452 Sewer Fund

Miscellaneous Sewer Rehab (SW1401)

Revenues:

452-0000-391-0529 Series 2013B GO Pub Imp
452-0000-391-0531 Series 2014 BO Bonds
452-0000-391-4200 From Sewer Fund

\$	\$	\$
277,279	0	277,279
600,000	0	600,000
680,750	(18,348)	662,402
1,558,029	(18,348)	1,539,681

Totals:

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9001 Land
452-0000-606-9003 Improvements

210,000	(19,658)	190,342
60,000	(49,715)	10,285
1,288,029	51,025	1,339,054
1,558,029	(18,348)	1,539,681

Totals:

Fund 452 Sewer Fund

Cooks Valley Rd Ph 2 (SW1500)

Revenues:

452-0000-391-4200 From Sewer Fund

\$	\$	\$
3,800	(1,600)	2,200
3,800	(1,600)	2,200

Totals:

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9003 Improvements

300	(175)	125
3,500	(1,425)	2,075
3,800	(1,600)	2,200

Totals:

Fund 452 Sewer Fund

Colonial Hgts Ph 2 (SW1501)

Revenues:

452-0000-391-0529 Series 2013B GO Pub Imp
452-0000-391-0531 Series 2014 BO Bonds
452-0000-391-4200 From Sewer Fund

\$	\$	\$
435,948	0	435,948
2,850,000	0	2,850,000
100,000	(29,677)	70,323
3,385,948	(29,677)	3,356,271

Totals:

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9001 Land
452-0000-606-9003 Improvements

406,500	(15,317)	391,183
199,500	(14,313)	185,187
2,779,948	(47)	2,779,901
3,385,948	(29,677)	3,356,271

Totals:

**Fund 452 Sewer Fund
Citywide Sewer Improvements (SW1600)**

Revenues:
452-0000-391-0529 Series 2013B GO Pub Imp
Totals:

\$	\$	\$	
519,252	(35,801)		483,451
519,252	(35,801)		483,451

Expenditures:
452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9003 Improvements
Totals:

66,100	(7,477)		58,623
453,152	(28,324)		424,828
519,252	(35,801)		483,451

**Fund 452 Sewer Fund
Miscellaneous Sewer Line (SW1701)**

Revenues:
452-0000-391-4200 From Sewer Fund
Totals:

\$	\$	\$	
300,000	(138,939)		161,061
300,000	(138,939)		161,061

Expenditures:
452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9003 Improvements
Totals:

50,000	0		50,000
250,000	(138,939)		111,061
300,000	(138,939)		161,061

**Fund 452 Sewer Fund
Miscellaneous Annex Utility Improvements (SW1709)**

Revenues:
452-0000-391-0529 Series 2013B GO Pub Imp
452-0000-391-4200 From Sewer Fund
Totals:

\$	\$	\$	
0	35,801		35,801
0	188,564		188,564
0	224,365		224,365

Expenditures:
452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9003 Improvements
Totals:

0	28,600		28,600
0	195,765		195,765
0	224,365		224,365

SECTION III. 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.

JOHN CLARK

, Mayor
ATTEST:

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 AWARDDING THE BID FOR THE MISCELLANEOUS ANNEXATION UTILITIES IMPROVEMENT PROJECT TO MERKEL BROTHERS CONSTRUCTION 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 November 9, 2016, for the Miscellaneous Annexation Utilities Improvements Project; and

WHEREAS, upon review of the bids, the board finds Merkel Brothers Construction 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 a contract for the construction of approximately 1,000 linear feet of sanitary sewer infrastructure, including manholes and laterals; and approximately 7,300 linear feet of waterlines, including appurtenances from Merkel Brothers Construction at an estimated construction cost of \$573,406.80; and

WHEREAS, funding will be available in WA1706 and SW1709 once the accompanying budget ordinance is approved.

Now therefore,

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

SECTION I. That the bid for the Miscellaneous Annexation Utilities Improvements Project, consisting of construction of approximately 1,000 linear feet of sanitary sewer infrastructure, including manholes and laterals; and approximately 7,300 linear feet of waterlines, including appurtenances at an estimated cost of \$573,406.80 is awarded to Merkel Brothers Construction, 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 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 public.

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

ADOPTED this the 15th day of November, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 9, 2016
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Hank Clabaugh, City Engineer; and Michael Thompson, Assistant Public Works Director

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

The Procurement Manager opened with the following bids:

MISCELLANEOUS ANNEXATION UTILITY IMPROVEMENTS		
Vendor:	Base Bid:	Comments:
Summers Taylor, Inc.	\$697,350.75	N/A
Thomas Construction	\$999,784.00	N/A
Vic Davis Construction	\$900,704.07	Whiteout Used
King General Contractors	\$756,533.00	N/A
Mike Smith Pump Service	\$602,946.00	N/A
Merkel Brothers Construction	\$573,406.80	N/A

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



**2016-C06
MISCELLANEOUS ANNEXATION
UTILITY IMPROVEMENTS
LOCATION MAP**

BID TABULATION FOR MISCELLANEOUS ANNEXATION UTILITY IMPROVEMENTS

ITEM NO.	QUAN	UNIT	DESCRIPTION	MERKEL BROS. CONST		MIKE SMITH PUMP SERVICE		SUMMERS-TAYLOR		RING GENERAL		VIC DAVIS CONSTRUCTION		THOMAS CONSTRUCTION	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	MOBILIZATION	\$ 20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 31,500.00	\$ 31,500.00	\$ 40,000.00	\$ 40,000.00	\$ 44,297.76	\$ 44,297.76	\$ 30,000.00	\$ 30,000.00
2	1	LS	CLEARING AND GRUBBING (SECTION 31 11 00)	\$ 6,000.00	\$ 6,000.00	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 80,000.00	\$ 80,000.00
3	1	LS	PROTECTION OF LIVING SHRUBS AND TREES (SECTION 31 11 00)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,090.00	\$ 2,090.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
4	850	F	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 22.00	\$ 18,700.00	\$ 22.00	\$ 18,700.00	\$ 31.00	\$ 26,360.00	\$ 25.00	\$ 21,250.00	\$ 21.16	\$ 17,966.00	\$ 35.00	\$ 29,750.00
5	570	CY	SOLID ROCK EXCAVATION IN TRENCH (SECTION 31 23 33) ALLOWANCE	\$ 35.00	\$ 19,950.00	\$ 35.00	\$ 19,950.00	\$ 35.00	\$ 19,950.00	\$ 35.00	\$ 19,950.00	\$ 35.00	\$ 19,950.00	\$ 35.00	\$ 19,950.00
6	20	LF	15" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 30.00	\$ 600.00	\$ 40.00	\$ 800.00	\$ 37.30	\$ 746.00	\$ 50.00	\$ 1,000.00	\$ 30.85	\$ 617.00	\$ 14.00	\$ 280.00
7	20	LF	15" RCP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 35.00	\$ 700.00	\$ 45.00	\$ 900.00	\$ 38.70	\$ 774.00	\$ 100.00	\$ 2,000.00	\$ 37.22	\$ 744.40	\$ 20.00	\$ 400.00
8	10	LF	FENCE REPLACEMENT (MATCH EXIST) (IF NECESSARY)(SECTION J2 31 13)	\$ 20.00	\$ 200.00	\$ 50.00	\$ 500.00	\$ 21.20	\$ 212.00	\$ 100.00	\$ 1,000.00	\$ 20.00	\$ 200.00	\$ 50.00	\$ 500.00
9	1	LS	SEEDING WITH MIX CH (SECTION 32 92 20)	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 11,858.90	\$ 11,858.90	\$ 3,000.00	\$ 3,000.00
10	25	GA	TACK COAT (SECTION 32 12 16)	\$ 3.00	\$ 75.00	\$ 3.00	\$ 75.00	\$ 3.15	\$ 78.75	\$ 5.00	\$ 125.00	\$ 5.00	\$ 125.00	\$ 5.00	\$ 125.00
11	80	F	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 150.00	\$ 12,000.00	\$ 150.00	\$ 12,000.00	\$ 150.00	\$ 12,000.00	\$ 150.00	\$ 12,000.00	\$ 194.17	\$ 15,533.60	\$ 170.00	\$ 13,600.00
12	30	F	ASPHALT TOPPING 1-1/4" (SECTION 32 12 18)	\$ 150.00	\$ 4,500.00	\$ 175.00	\$ 5,250.00	\$ 180.00	\$ 5,400.00	\$ 185.00	\$ 5,550.00	\$ 306.25	\$ 9,187.50	\$ 180.00	\$ 5,400.00
13	1	LS	SOIL & EROSION CONTROL (SECTION 31 25 13)	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,022.50	\$ 6,022.50	\$ 1,000.00	\$ 1,000.00
14	870	LF	8" PVC GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 55.00	\$ 47,850.00	\$ 54.00	\$ 46,980.00	\$ 70.00	\$ 60,900.00	\$ 95.00	\$ 82,650.00	\$ 142.60	\$ 124,062.00	\$ 110.00	\$ 95,700.00
15	80	LF	8" JOINTLESS HDPE GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 60.00	\$ 4,800.00	\$ 80.00	\$ 6,400.00	\$ 115.00	\$ 9,200.00	\$ 125.00	\$ 10,000.00	\$ 108.14	\$ 8,651.20	\$ 245.00	\$ 19,600.00
16	160	LF	8" PVC SEWER (SECTION 33 30 00)	\$ 25.00	\$ 4,000.00	\$ 35.00	\$ 5,600.00	\$ 40.00	\$ 6,400.00	\$ 55.00	\$ 8,800.00	\$ 150.71	\$ 24,113.60	\$ 109.00	\$ 17,440.00
17	3	EA	SEWER LATERAL ASSEMBLIES (8"x6" PVC TEES) (SECTION 33 30 00)	\$ 200.00	\$ 600.00	\$ 175.00	\$ 525.00	\$ 151.00	\$ 453.00	\$ 550.00	\$ 1,650.00	\$ 63.87	\$ 191.61	\$ 800.00	\$ 2,400.00
18	5	EA	CLEANOUT ASSEMBLIES @ LATERALS (SECTION 33 30 00)	\$ 500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00	\$ 263.00	\$ 1,315.00	\$ 350.00	\$ 1,750.00	\$ 293.86	\$ 1,469.30	\$ 500.00	\$ 2,500.00
19	6	EA	STANDARD SEWER MANHOLES (SECTION 33 30 00)	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,210.00	\$ 19,260.00	\$ 3,500.00	\$ 21,000.00	\$ 5,237.32	\$ 31,423.92	\$ 2,500.00	\$ 15,000.00
20	2	EA	CONNECT TO EXISTING MANHOLES (SECTION 33 30 00)	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,310.00	\$ 2,620.00	\$ 2,500.00	\$ 5,000.00	\$ 3,170.00	\$ 5,340.00	\$ 1,300.00	\$ 2,600.00
21	5	VF	EXTRA DEPTH MANHOLE (SECTION 33 30 00)	\$ 200.00	\$ 1,200.00	\$ 300.00	\$ 1,800.00	\$ 340.00	\$ 2,040.00	\$ 500.00	\$ 3,000.00	\$ 441.72	\$ 2,659.32	\$ 400.00	\$ 2,400.00
WATER LINE QUANTITIES															
22	100	CY	SOLID ROCK EXCAVATION IN TRENCH (SECTION 31 23 33) ALLOWANCE	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00
23	410	F	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 15.00	\$ 6,150.00	\$ 22.00	\$ 9,020.00	\$ 27.80	\$ 11,398.00	\$ 25.00	\$ 10,250.00	\$ 21.16	\$ 8,675.60	\$ 25.00	\$ 10,250.00

24	40	GA	TACK COAT (SECTION 32 12 16)	\$	3 00	\$	120.00	\$	3 00	\$	120.00	\$	3 80	\$	152.00	\$	5 00	\$	200.00	\$	5 00	\$	200.00	\$	5 00	\$	200.00
25	55	I	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$	150 00	\$	8,260.00	\$	150 00	\$	8,260.00	\$	148 00	\$	8,140.00	\$	150 00	\$	8,250.00	\$	167 90	\$	9,234.50	\$	170 00	\$	9,350.00
26	22	I	ASPHALT TOPPING (SECTION 32 12 16)	\$	150 00	\$	3,300.00	\$	175 00	\$	3,950.00	\$	178 00	\$	3,972.00	\$	185 00	\$	4,070.00	\$	283 02	\$	6,246.24	\$	180 00	\$	3,950.00
27	40	5Y	CONCRETE REPLACEMENT 6" (DRIVEWAYS) (SECTION 03 30 00)	\$	80 00	\$	3,200.00	\$	75 00	\$	3,000.00	\$	154 00	\$	6,160.00	\$	65 00	\$	2,600.00	\$	81 94	\$	3,277.60	\$	120 00	\$	4,800.00
28	3,240	LF	8" CEMENT LINED DUCTILE IRON WATER PIPE CLASS 350 (SECTION 33 11 00)	\$	35 70	\$	115,860.00	\$	43 00	\$	139,320.00	\$	44 50	\$	144,180.00	\$	52 00	\$	168,480.00	\$	65 00	\$	210,800.00	\$	84 00	\$	287,360.00
29	4,091	LF	8" CEMENT LINED DUCTILE IRON WATER PIPE CLASS 350 (SECTION 33 11 00)	\$	31 80	\$	130,093.80	\$	41 00	\$	167,731.00	\$	35 00	\$	143,185.00	\$	48 00	\$	196,380.00	\$	50 87	\$	208,108.17	\$	59 00	\$	241,359.00
30	23	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - SHORT SERVICE WITH METER BOX AND SETTER (33 11 00)	\$	650 00	\$	14,980.00	\$	825 00	\$	18,975.00	\$	781 00	\$	17,803.00	\$	875 00	\$	19,525.00	\$	877 30	\$	19,877.90	\$	1,250 00	\$	28,750.00
31	21	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - LONG SERVICE WITH METER BOX AND SETTER (33 11 00)	\$	1,000 00	\$	21,000.00	\$	1,200 00	\$	25,200.00	\$	1,400 00	\$	29,400.00	\$	1,250 00	\$	26,250.00	\$	985 28	\$	20,270.88	\$	2,500 00	\$	52,500.00
32	10	EA	FIRE HYDRANT ASSEMBLY ASSEMBLIES (SECTION 33 11 00)	\$	4,200 00	\$	42,000.00	\$	4,000 00	\$	40,000.00	\$	4,000 00	\$	40,000.00	\$	3,300 00	\$	33,000.00	\$	3,935 47	\$	39,354.70	\$	4,000 00	\$	40,000.00
33	1	EA	8" GATE VALVES & BOXES (SECTION 33 11 00)	\$	1,500 00	\$	1,500.00	\$	1,500 00	\$	1,500.00	\$	1,210 00	\$	1,210.00	\$	1,415 00	\$	1,415.00	\$	1,129 21	\$	1,129.21	\$	1,200 00	\$	1,200.00
34	3	EA	6" GATE VALVES & BOXES (SECTION 33 11 00)	\$	1,000 00	\$	3,000.00	\$	1,200 00	\$	3,600.00	\$	784 00	\$	2,292.00	\$	2,350 00	\$	7,050.00	\$	828 09	\$	2,484.27	\$	800 00	\$	2,400.00
35	3	EA	CONNECT TO EXISTING 2" PVC WATERLINE (SECTION 33 11 00)	\$	2,000 00	\$	6,000.00	\$	1,500 00	\$	4,500.00	\$	2,420 00	\$	7,260.00	\$	1,200 00	\$	3,600.00	\$	1,137 50	\$	3,412.50	\$	1,800 00	\$	4,800.00
36	1	EA	8" WET TAP TAPPING SLEEVE & VALVE (SECTION 33 11 00)	\$	3,500 00	\$	3,500.00	\$	3,500 00	\$	3,500.00	\$	8,480 00	\$	8,480.00	\$	5,500 00	\$	6,900.00	\$	2,144 74	\$	2,144.74	\$	10,000 00	\$	10,000.00
37	3	EA	6" WET TAP TAPPING SLEEVE & VALVE (SECTION 33 11 00)	\$	3,000 00	\$	9,000.00	\$	3,200 00	\$	9,600.00	\$	4,890 00	\$	14,870.00	\$	4,250 00	\$	12,750.00	\$	2,474 96	\$	7,424.88	\$	6,000 00	\$	18,000.00
38	11	EA	IN LINE BLOW-OFF (SECTION 33 11 00)	\$	2,500 00	\$	2,500.00	\$	1,800 00	\$	1,800.00	\$	1,850 00	\$	1,850.00	\$	1,500 00	\$	1,500.00	\$	1,875 45	\$	1,875.45	\$	1,000 00	\$	1,000.00
39	1	EA	CREEK CROSSING (SECTION 33 11 00)	\$	15,000 00	\$	15,000.00	\$	6,000 00	\$	6,000.00	\$	25,000 00	\$	25,000.00	\$	5,000 00	\$	6,000.00	\$	16,761 82	\$	16,761.82	\$	13,000 00	\$	13,000.00
PROJECT TOTAL:						\$	573,408.80	\$		\$	602,946.00	\$		\$	697,360.75	\$		\$	756,833.00	\$		\$	900,704.07	\$		\$	999,784.00



AGENDA ACTION FORM

Amending Resolution No. 2017-082 and Ratifying the Action Taken

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-314-2016
 Work Session: December 5, 2016
 First Reading: N/A

Final Adoption: December 6, 2016
 Staff Work By: Mike Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

On November 1, 2016, the board approved Resolution No. 2017-082, which authorized the purchase of two tracts of land for the new transit center project.

In that resolution, one of the tracts of land had a purchase price listed in the resolution as \$73,000 instead of \$74,000. That was a typographical error.

The appraised value of the parcel was \$74,000.00, and the appraisal was attached to the action form for Resolution No. 2017-082 showing the value at \$74,000. The purchase price of the parcel was \$74,000. Since this is a federal transit funded project, the city must follow TDOT acquisition guidelines and cannot offer to purchase the property for less than the appraised value. The tract in question is shown in Map No. 046O, Group G, Parcel 014.00 of the Sullivan County Tax Maps and is approximately .489 acres of land.

The attached resolution amends the previous resolution to correctly state the purchase price and will ratify the action taken to purchase the property. The property had to be purchased by December 1.

Attachments:

1. Resolution
2. Resolution No. 2017-082

Funding source appropriate and funds are available: *JF*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2017-082
CORRECTING A TYPOGRAPHICAL ERROR OF THE
PURCHASE PRICE OF ONE OF THE TRACTS OF LAND
ACQUIRED FOR THE TRANSIT CENTER PROJECT AND
RATIFYING THE ACTS TAKEN TO ACQUIRE THE PROPERTY

WHEREAS, on November 1, 2016, the board approved Resolution No. 2017-082 authorizing the purchase of two tracts of land for the transit center project; and

WHEREAS, in that resolution, the tract which is shown on the Sullivan Tax Maps as Map No. 046O, Group G, Parcel 014.00 and being approximately .489 acres of land was listed as having a purchase price of \$73,000; and

WHEREAS, the purchase price was a typographical error and it should have been stated as \$74,000; and

WHEREAS, the appraised value of the tract was \$74,000.00, and the appraisal was attached to the action form for Resolution No. 2017-082 showing the value at \$74,000; and

WHEREAS, the transit center project is funded by the Federal Transit Authority through the Tennessee Department of Transportation (TDOT) and the city must follow TDOT acquisition guidelines and cannot offer to purchase the property for less than the appraised value; and

WHEREAS, the property had to be acquired by December 1, 2016, so that the purchase of the property for \$74,000 has occurred.

Now, therefore,

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

SECTION I. That due to a typographical error, Resolution No. 2017-082 is amended so that in all instances where \$73,000.00 appears it shall be \$74,000.00.

SECTION II. That all acts of the city to purchase the property shown on the Sullivan Tax Maps as Map No. 046O, Group G, Parcel 014.00 and being approximately .489 acres of land, including the signature of the mayor and other city officials on any and all documents regarding the purchase the property for \$74,000, is approved and ratified.

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 6th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. 2017-082

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF TWO TRACTS OF REAL PROPERTY FOR THE TRANSIT CENTER PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has been working towards construction of a new transit center to be located on the property formally known as the Foundry Site, located near downtown, at the corner of East Sullivan Street and East Main Street; and

WHEREAS, the two tracts of property are owned by the Industrial Development Board of the City of Kingsport, Tennessee, (KEDB), and it is agreeable to sell the property to the city; and

WHEREAS, the Federal Transit Authority requires appraisals on the properties and the proposed offer to KEDB is the fair market value of each tract based on the appraisals; and

WHEREAS, parcel number 046O G 011.00 consists of approximately 3.16 acres and according to the appraisal has a fair market value of \$435,000.00; and

WHEREAS, parcel number 046O G 014.00 consist of approximately .489 acres and according to the appraisal has a fair market value of \$73,000.00; and

WHEREAS, the funding for the purchase of the properties is in project number FTA-015.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of the property indicating the fair market value of the property is \$435,000.00, an offer of \$435,000.00 is approved for the purchase of property identified as Tax Map 046O Group G Parcel 011.00 consisting of approximately 3.16 acres, and as shown as Lot 3 on the plat "Resubdivision of Lot 2" recorded on Plat Book P54, Page 317 in the Register's Office for Sullivan County and subject to such conditions as set out in the purchase agreement for use as a transit center.

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, a purchase agreement for the property identified as Tax Map 046O Group G Parcel 011.00 and as shown as Lot 3 on the plat "Resubdivision of Lot 2" recorded on Plat Book P54, Page 317 in the Register's Office for Sullivan County, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That pursuant to the appraisal of the property indicating the fair market value of the property is \$73,000.00, an offer of \$73,000.00 is approved for the purchase of property identified as Tax Map 046O Group G Parcel 014.00 consisting of approximately .489 acres, conveyed to KEDB by deed recorded in Deed Book 2836, Page 796 in the Register's

Office in Sullivan County, Tennessee subject to such conditions as set out in the purchase agreement for use as a transit center.

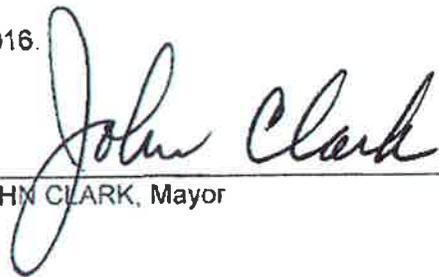
SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a purchase agreement for the property identified as Tax Map 0460 Group G Parcel 014.00 conveyed to KEDB by deed recorded in Deed Book 2836, Page 796 in the Register's Office in Sullivan County, Tennessee, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION V. That the mayor is further authorized to make such changes, approved by the mayor and 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 VI. 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 VII. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 1st day of November, 2016.



JOHN CLARK, Mayor

ATTEST:



ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:



J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Agreement with Headworks Incorporated for Bar Screen Rebuild at Wastewater Treatment Plant

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-315-2016
Work Session: December 5, 2016
First Reading: N/A

Final Adoption: December 6, 2016
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:

The bar screens at the WWTP prevent debris from entering the WWTP to protect the downstream processes. The bar screens have over 15 years of service. The age and corrosive environment have made it necessary to rebuild the screens to ensure they are reliable and function properly.

Bids were open October 6, 2016 for the bar screen rebuild. City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Headworks, Inc., in the amount of \$138,843.23. Funding is identified in SW1700.

Attachments:

- 1. Resolution
- 2. Bid Tab
- 3. Recommendation Memo
- 4. Headworks Agreement

Funding source appropriate and funds are available: *JF*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE BAR SCREEN REBUILD AT THE WASTEWATER TREATMENT PLANT TO HEADWORKS INCORPORATED 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 6, 2016, for the bar screen rebuild at the wastewater treatment plant; and

WHEREAS, upon review of the bids, the board finds Headworks Incorporated 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 for the bar screen rebuild at the wastewater treatment plant with Headworks Incorporated at an estimated construction cost of \$138,843.23; and

WHEREAS, funding is identified in project numbers SW1700.

Now therefore,

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

SECTION I. That the bid for the bar screen rebuild at the wastewater treatment plant at an estimated cost of \$138,843.23 is awarded to Headworks Incorporated, and the mayor is authorized and directed to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. 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 public.

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

ADOPTED this the 6th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
October 6, 2016
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

MAHR BAR SCREENS REBUILD/REPAIR			
Vendor:	Total Cost:	Completion Time:	Comments:
T and B Contractors	\$217,000.00	90 Days	N/A
Fairfield Service Co. of Indiana	\$ 34,100.00	N/A	Pricing is for material supply only. Labor and services to install are not included.
Headworks, Inc.	\$138,843.23	6 Weeks after P.O. issued.	Packet opened in error by City Manager's Office. Request to amend agreement included.

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



WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager
From: Niki Ensor, W/WW Facilities Manager
Date: October 7, 2016
Re: Mahr Bar Screen Rebuild

We have reviewed bids submitted for the WWTP Mahr Bar Screen Rebuild. Please move forward with low bid (\$138,843.23) Headworks Inc.. Funding for this work is located in SW1700. Please let me know if you need additional information.

**City of Kingsport Treatment Plant
Bid proposal for WWTP Bar Screens Rebuild/Repair**

**ATTN: Tilden J. Fleming,
Procurement Manager
225 W. Center Street
Kingsport, Tennessee 37660**

**Submitted by:
Headworks Inc.
11000 Brittmoore Park Drive
Houston, Texas 77041
Phone: (713) 647-6667 Fax: (713) 647-0999**



September 22, 2016

Mr. Tilden J. Fleming,
Procurement Manager
City of Kingsport
225 W. Center Street
Kingsport, Tennessee 37660

Re: *Proposal for WWTP Bar Screen Replacement Parts.*

Dear Mr. Fleming:

Thank you for trusting Headworks to deliver the best equipment in the industry for this project. We look forward to completing this project on time and within budget for your team!

In reviewing the referenced proposal, we respectfully submit the following requested changes to its terms:

1) ~~**Procurement process, general terms and conditions section F line 10.**~~ Please amend as follows:

~~"death caused by the sole negligence of the City, its agents or employees." To read "death caused by the negligence, gross negligence or misconduct of the city, its agents or employees."~~ 

2) **Article IV compensation section 4.3 line 10:** Please explain the meaning of "Final Completion of the Services". We are wanting to understand what defines the "Final completion of services".

Again, thank you for the opportunity to do business with the City of Kingsport and its team. Kindly indicate your concurrence with these modifications.

Kind regards,

Yves Guiguemde

A handwritten signature in black ink that reads "Yves Guiguemde".



Project Name: Kinngsport WWTP
State/Country: TN
Quote Date: 8/8/2016

Quote # KIN071116-1R

Dear Jon Johnson,

Thank you for the opportunity to quote your Bar Screen replacement parts. We are pleased to submit the following quotation for your consideration

Item #	Qty	UoM	Item Description	Unit Price	Extended Price
1	24	Ea	11 Links Section Chain 125mm 304ss	\$ 1,088.72	\$ 26,129.31
2	20	Ea	9 Links Section Chain 125mm 304ss	\$ 890.77	\$ 17,815.44
3	44	Ea	Master Link	\$ 116.16	\$ 5,111.04
4	4	Ea	Upper Sprocket 125mm 304ss 60mm Bore	\$ 1,507.44	\$ 6,029.76
5	4	Ea	Lower Sprocket 125mm 304ss 70mm Bore	\$ 1,481.04	\$ 5,924.16
6	2	Ea	Drive Shaft 304ss	\$ 2,109.89	\$ 4,219.78
7	4	Ea	Stub Shaft Assembly 304ss w/ hardware	\$ 1,689.47	\$ 6,757.87
8	2	Ea	Gearbox SA77TAM184KS	\$ 1,911.51	\$ 3,823.02
9	5	Ea	Screenfield Bar	\$ 141.53	\$ 707.65
10	2	Ea	Take Up assembly Drive Side-Retrofit w/ Bearing	\$ 4,417.86	\$ 8,835.71
11	2	Ea	Take Up assembly Idle Side-Retrofit w/ Bearing	\$ 3,924.84	\$ 7,849.67
12	10	Ea	DeStaco Clamps	\$ 52.19	\$ 521.91
13	2	Ea	Debris Seals UHMW	\$ 40.74	\$ 81.47
14	4	Ea	Channel Seal UHMW	\$ 94.64	\$ 378.58
15	8	Ea	Scraper Arm Wear Pads 1/2" Nylon	\$ 30.36	\$ 242.88
12	1	Lot	Estimated Shipping & Handling	\$ 900.00	\$ 900.00
				Total	\$ 95,328.23

Should you have any questions regarding the pricing and scope listed in this document, please do not hesitate to contact me.

Best Regards

Yves Guiguemde
Buyer
713-647-6667
yguiguemde@headworksintl.com



VIA E-Mail:

JonJohnson@KingsportTN.gov

August 09, 2016

Mr. Jon Johnson
City of Kingsport WWTP
Kingsport, TN

Quote # BP08092016 - 1

Mr. Johnson

Thank you for the opportunity to quote your Bar Screen replacement parts. We are pleased to submit the following quotation for your consideration.

Item #	Qty	U/M	Description	Unit Price	Extended Price
1	14	Days	Labor Time onsite Xs 2 men	\$ 1,875.00	\$ 26,250.00
2	2	Days	Travel days / Airfare	\$ 1,650.00	\$ 3,300.00
3	14	Days	Rental Car / Hotels/ Meals	\$ 450.00	\$ 6,300.00
4	14	Days	Equipment rental	\$ 750.00	\$ 10,500.00
5	4	trips	Tool Shipping	\$ 500.00	\$ 2,000.00
TOTAL Labor & Expenses					\$ 48,350.00
Multiple screen Discount 10 %					\$ 4,835.00
GRAND TOTAL Labor & Expenses					\$ 43,515.00

11000 Brittmoore Park Dr, Houston, Texas 77041 USA

[t] 713.647.6667 [f] 713.647.0999. bphilippe@headworksintl.com www.headworksintl.com

Please note:

- Availability is 4-6 weeks ARO.
- This quote is for 7 days, If service requires additional time to complete, charges will be added at the normal daily rate provided above.
- Quote valid for 30 days.
- Additional Parts not included to be billed at normal cost.

Labor to Include:

- Remove and replace all damaged Screen Field Bars.
- Remove and replace Lower Stub Shafts
- Remove and replace lower sprockets, bushings and spacers
- Remove and replace Head-shaft
- Remove and replace upper assemblies.
- Remove and replace take-up bearings.
- Remove and replace upper sprockets.
- Install new Gearbox.
- Remove and replace chains using existing rakes.

Please contact me if you have any questions,

Best Regards,

Bryon Phillippe

Headworks International

Customer service manager

Direct: (832) 615-1553.

Cell: (713) 822-4217.

bphillippe@headworksintl.com

11000 Brittmoore Park Dr, Houston, Texas 77041 USA

[t] 713.647.6667 [f] 713.647.0999. bphillippe@headworksintl.com www.headworksintl.com

REQUEST FOR SEALED PRICE PROPOSAL

**THIS FORM MUST BE COMPLETED AND
SIGNED FOR YOUR BID TO BE CONSIDERED VALID.**

Address to: Procurement Manager
City of Kingsport
225 W Center Street
Kingsport, TN 37660
phone (423) 229-9419 or fax (423) 224-2433

Date Issued: 09/14/16
F.O.B. Kingsport

This sealed proposal in the original copy, subject to the documents on the attachment, will be received by the Procurement Manager until 4:00 P.M., Eastern Time on October 6, 2016, at which time will be publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, Tennessee. IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "BAR SCREEN REBUILD/REPAIR" AND DATE OF THE BID OPENING.

READ PACKET BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Total Price
01	1	JB	WWTP MAHR BAR SCREENS REBUILD/REPAIR AS PER ATTACHED SCOPE OF WORK Completion Time: <u>6 weeks after approved PO</u>	\$ 138,843.23

In compliance with this RFP and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within 60 days from the date of the opening, to furnish all of the material/service upon which prices are quoted, delivered at the designated point(s) within the time specified.

(A) Terms: NET

(B) Specification/Letter of explanation enclosed: YES (X) NO () *See quotation and letter.


 Handwritten Signature of Authorized Representative

Headworks Inc.

09/22/2016

Name of Firm

Date

THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE

Scope of Work

Wastewater Treatment Plant MAHR Bar Screens Rebuild

Two Bar Screens to be rebuilt and are located @ 620 W Industry Drive, Kingsport, TN 37660

Service to include parts, labor and expenses for complete job:

Remove and replace all damaged Screen Field Bars

Remove and replace lower stub shafts

Remove and replace lower sprockets, bushings and spacers

Remove and replace Head-shaft

Remove and replace upper assemblies

Remove and replace take-up bearings

Remove and replace upper sprockets

Install new Gearbox

Remove and replace chains using existing rakes

Price also to include time onsite to repair, travel days, airfare, rental car, hotels, meals, equipment rental, tool shipping, etc.

Work to include Headworks International parts or equivalent/equal. The City of Kingsport will determine equivalent/equal.

Headworks Parts required for repairs include:

Quantity	Description
24	11 links section chain 125mm 304ss
20	9 links section chain 125mm 304ss
44	Master Link
4	Upper Sprocket 125mm 304ss 60mm Bore
4	Lower Sprocket 125mm 304ss 70mm Bore
2	Drive Shaft 304ss
4	Stub Shaft Assembly 304ss w/hardware
2	Gearbox SA77TAM184KS
5	Screenfield Bar
2	Take Up Assembly Drive Side-Retrofit w/Bearing

2	Take Up assembly idle Side-Retrofit w/Bearing
10	DeStaco Clamps
2	Debris Seals UHMW
4	Channel Seal UHMW
8	Scraper Arm Wear Pads ½" Nylon

PROPOSAL FORM - ATTACHMENT

PROJECT: WWTP MAHR Bar Screen Rebuild

I, Imran Jaferey, being first duly sworn, deposes and says that:

- (1) He is the Vice President of Global Sales
of Headworks Inc.
the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting, such bid,
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has any way colluded, conspired, connived or agreed, directly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or lawful agreement any advantages against the City of Kingsport, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or parties in interest, including this affiant.



VP Global Sales

Title

Subscribed and sworn to before me this

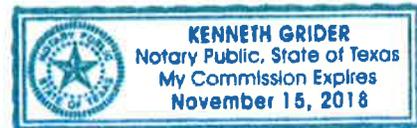
29th day of SEPTEMBER, 2016

Kenneth Grider

KENNETH GRIDER

Title EXEC. ASST.

My commission expires 11/15/2018



IRAN DIVESTMENT ACT AFFIDAVIT

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

Signature



Date

9/22/2016

PROCUREMENT PROCESS

- A. Sealed Price Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on October 6, 2016, at which time it will be publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, Tennessee. The Pre-Proposal Conference will be held at 10:00 A.M., Eastern Time, on September 22, 2016 onsite @ Waste Water Treatment Plant, 620 W. Industry Drive, Kingsport, Tennessee. Potential submitters are encouraged to attend to ask questions and visit the site.
- B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Procurement Manager
City of Kingsport
225 W. Center Street
Kingsport, Tennessee 37660
Proposal for WWTP MAHR Bar Screen Replacement

- C. An original hard copy and two (2) additional hard copies of the Proposal are required.
- D. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
- E. No submitted Proposal may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of Proposals.
- F. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE – It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted in writing to the Procurement Manager by the end of the business day, September 23, 2016, and addendum will be issued by 4:00 P.M., Eastern Time, on September 26, 2016 and will be available online at www.purchasing.kingsporttn.gov/list. Written request shall be submitted to the Assistant Procurement Manager by fax (423-224-2433) or by email (brentmorelock@kingsporttn.gov).

It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

General Terms and Conditions

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.

- B. Indemnification – The City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Proposer.
- C. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.
- E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."
- F. Insurance – During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the ~~sole~~ negligence of the City, its agents or employees.

The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit

of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee, delivery to City of Kingsport's location shall be without additional charge.
- H. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
- J. The City reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.
- L. The City, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the City.

Contract Example

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective on _____, by and between _____, hereinafter referred to as "COMPANY" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for services and other adjunct services as may be authorized by OWNER for _____, and;

WHEREAS, COMPANY desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and COMPANY in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I SCOPE OF SERVICES AND SCHEDULE

- 1.1 The work and services to be performed (hereinafter referred to as "Services") by COMPANY shall be in accordance with COMPANY's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.
- 1.2 On receiving authorization to proceed with the work, COMPANY shall proceed with the Scope of Work contained in Appendix A.
- 1.3 COMPANY shall proceed on a schedule mutually agreed with OWNER.

ARTICLE II INDEPENDENT CONTRACTOR

2.1 COMPANY warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. COMPANY shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The COMPANY shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. COMPANY agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the

Project.

ARTICLE III COMMITMENT OF PERSONNEL

- 3.1 COMPANY represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.
- 3.2 All the Services required hereunder will be performed by COMPANY or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

ARTICLE IV COMPENSATION

- 4.1 OWNER agrees to compensate COMPANY for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed _____ . Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.
- 4.2 COMPANY shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.
- 4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from COMPANY of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to COMPANY within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to COMPANY only after COMPANY has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.
- 4.4 COMPANY shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided COMPANY receives written authorization

Contract Example

from OWNER to make such amendments.

ARTICLE V PERIOD OF PERFORMANCE

- 5.1 The Scope of the Services to be performed by COMPANY shall be fully and finally completed within _____ calendar days from the date of this Agreement. Final completion is the completion of all Services and all contract requirements by COMPANY.

ARTICLE VI LIABILITY AND INSURANCE

- 6.1 Public and Professional Liability - COMPANY shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of COMPANY, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by COMPANY. The provisions of this Article VI shall survive the termination or expiration of this Agreement.
- 6.2 Insurance - Prior to beginning these Services, COMPANY shall, at COMPANY'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:
1. General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
 2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
 3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by

COMPANY prior to the start of Services. COMPANY shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non- coverage by such policy or the limit of any such insurance shall not limit the liability of COMPANY to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

ARTICLE VII TERMS AND CONDITIONS

- 7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- 7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and COMPANY and no other written or oral understanding shall constitute part of this Agreement.
- 7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.
- 7.5 Compliance of Laws - COMPANY shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 7.6 Termination – If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by COMPANY under this Agreement shall, at the option of OWNER, become its property and COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, COMPANY shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by COMPANY and OWNER may withhold any

Contract Example

payments to COMPANY for the purpose of set off until such time as the exact amount of damages due OWNER from COMPANY is determined.

- 7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.
- 7.8 Right to Rely – The COMPANY shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The COMPANY shall provide prompt written notice to the OWNER if the COMPANY becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release COMPANY from its responsibility or liability.
- 7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and COMPANY agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.
- 7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the COMPANY, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

ARTICLE VIII OWNERSHIP OF DOCUMENTS

- 8.1 All documents, reports and material prepared by COMPANY in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the COMPANY, provided COMPANY is not in breach of this Agreement. COMPANY hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by COMPANY or its subcontractors in the performance of or in connection with COMPANY'S Services and duties under this Agreement shall be vested

solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and COMPANY waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

CITY OF KINGSPORT

By: _____

Date: _____

WITNESS:

By: _____

Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney



AGENDA ACTION FORM

Renew the Self-Funded Health Fund Excess Insurance Coverage with HCC Life Insurance Company

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-318-2016
Work Session: December 5, 2016
First Reading: N/A

Final Adoption: December 6, 2016
Staff Work By: Evans
Presentation By: Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

The city's Self-Funded Health Insurance Program Excess Risk/Stop Loss insurance coverage is provided by HCC Life Insurance Company and has been for several years. HCC has agreed to renew the 2017 insurance at the current limits of Specific Reinsurance Deductible at \$135,000 per person, and the Aggregating Specific Reinsurance Corridor at \$175,000 for a rate increase of 7.91%. Quotes on equal coverage limits were received by the city's benefits consultant, Sherrill Morgan, from several other carriers. None were lower than the rate by HCC Life for equal coverage when taking into account other insurance lasers (higher specific deductibles on certain individuals). HCC also provided quotes with different funding levels, but it was determined that the premium savings was not significant enough to offset the additional exposure to the plan.

This coverage includes Aggregate Insurance coverage with maximum claims limit of \$8,795,995 (total claims must reach that level before Aggregate coverage applies) at a cost of \$31,568 annually. The city receives a discount on the aggregate insurance by paying the estimated annual premium in January, a savings of \$3,157.

The 2017 premium will be approximately \$578,221.00 without the Aggregate Insurance and \$606,611.00 with the Aggregate Insurance after the prepayment discount is applied.

Attachments:

- 1. Resolution
- 2. Stop Loss Quotes

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Oltman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

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, HCC Life Insurance Company has agreed to renew the insurance at the current limits of Specific Reinsurance Deductible from \$135,000 per person, and the Aggregating Specific Reinsurance Corridor at \$175,000 for a rate increase of 7.91 percent; and

WHEREAS, upon review of the quotes, the board finds it is the lowest responsible compliant bidder meeting specifications for the particular grade and is in the best interest and advantage to the city renew the agreement for Stop Loss Reinsurance with HCC Life Insurance Company; 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, 2017, through December 31, 2017.

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 with the Specific Reinsurance Deductible at \$135,000 per person, and the Aggregating Specific Reinsurance Corridor at \$175,000 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed 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, 2017, through December 31, 2017, and all agreements and other documents necessary and proper to effectuate the purpose of the renewal of the policy.

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 6th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Kingsport

Stop Loss Options

Based on EE 233, ES 91, EC 50, Fam 292 = 666

Effective 1/1/16

	Current	Renewal First Offer	Revised Offer Firm	Firm till 12/8	Firm till 12/2
Stop Loss Carrier	HCC	HCC	HCC	HM	Blue Re
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Contract	24/12	Paid	Paid	24/12	24/12
No Laser/Rate Cap	Yes/50%	Yes/55%	Yes/55%	Yes/50%	Yes/50%
Coverage	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000
Aggregating Specific Corridor	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Single Specific Premium Rate (Per Employee)	\$67.54	\$90.36	\$72.35	\$60.20	\$36.98
Employee plus Spouse					\$71.52
Employee plus Child					\$63.55
Family Specific Premium Rate (Per Employee)	\$67.54	\$90.36	\$72.35	\$60.20	\$106.32
Aggregate Premium Rate (Per Employee)	\$3.17	\$4.13	\$3.95	\$5.90	\$2.92
Monthly Single Aggregate Factor (Per Employee)	\$1,178.66	\$1,175.59	\$1,100.60	\$1,230.67	\$542.62
Monthly Employee plus Spouse Factor					\$1,080.90
Monthly Employee plus Child Factor					\$956.64
Monthly Family Aggregate Factor (Per Employee)	\$1,178.66	\$1,175.59	\$1,100.60	\$1,230.67	\$1,623.52
BCBST Interface Fee (\$1.20 Per Employee Per Month)		\$9,590.40	\$9,590.40	\$9,590.40	
Annual Specific Premium	\$539,779.68	\$722,157.12	\$578,221.20	\$481,118.40	\$592,171.20
Annual Aggregate Premium	\$25,334.64	\$33,006.96	\$31,568.40	\$47,152.80	\$23,336.64
Total Specific and Aggregate Premium	\$565,114.32	\$755,164.08	\$609,789.60	\$528,271.20	\$615,507.84
Maximum Claims	\$9,419,850.72	\$9,395,315.28	\$8,795,995.20	\$9,835,514.64	\$8,960,306.40
Total Maximum Liability	\$9,984,965.04	\$10,150,479.36	\$9,405,784.80	\$10,478,785.84	\$9,575,814.24
Percentage Increase/Decrease from Current Premium		33.63%	7.91%	-6.52%	8.92%
Additional Laser Liability				\$115,000.00	

All premiums quoted net of commissions.

Notes:



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Two (2) Hightop Passenger Vans

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-320-2016
 Work Session: December 5, 2016
 First Reading: N/A

Final Adoption: December 6, 2016
 Staff Work By: Committee
 Presentation By: C. McCartt, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 16, 2016 for the purchase of two HighTop Passenger Vans for use by KATS. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 26, 2016 and placed on our website for 22 calendar days. It is the recommendation of the committee to accept the compliant bid from Creative Bus Sales for two (2) Mobility Ford Transit as follows:

	\$64,212.00	Unit Price
less	\$3,800.00	Trade-In Allowance Equipment # 1910
less	<u>\$3,800.00</u>	Trade-In Allowance Equipment # 1913
	\$120,824.00	Total Purchase Price

These are Fleet Replacements. A lower dollar amount bid was received but it not being recommended for reasons outlined in the recommendation memo.

Funding is identified in Project/Account # FTA-397 12359026029006.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo w/ Photo

Funding source appropriate and funds are available:

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
TWO HIGHTOP PASSENGER VANS FOR USE BY KINGSPORT
AREA TRANSIT SERVICE

WHEREAS, bids were opened November 16, 2016, for the purchase of two (2) HighTop Passenger Vans for use by Kingsport Area Transit Service; and

WHEREAS, the city will receive \$3,800.00 for a trade-in allowance for vehicle no. 1910 and a trade-in allowance of \$3,800.00 for vehicle no. 1913; and

WHEREAS, upon review of the bids, the board finds Creative Bus Sales met the requirements of the bid 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 purchase two (2) 2017 Ford Transit Mobility Van from Creative Bus Sales, at a total purchase cost of \$64,212.00 per van for a total of \$120,824.00 which includes the deduction of the \$7,600.00 trade-in allowance;

WHEREAS, this bid was not the lowest bid but the bidder who was the lowest did not meet specific bid requirements; and

WHEREAS, funding is identified in account no. FTA-397 12359026029006.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2017 Ford Transit Mobility Van from Creative Bus Sales, at a purchase cost of \$64,212.00 per van for a total of \$120,824.00, which includes the deduction of the \$7,600.00 trade-in allowance, is awarded to Creative Bus Sales, and the city manager is authorized to execute a purchase order for same.

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

ADOPTED this the 6th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 November 16, 2016
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

HIGHTOP PASSENGER VANS							
Vendor:	Qty.:	Unit Cost:	Trade-In #1910:	Trade-In #1913:	Delivery Time:	Make/Model:	Comments:
Creative Bus Sales	2	\$64,212.00	\$3,800.00	\$3,800.00	120 Days	Mobility Trans	Trade-in values are initial estimates. Trade-in value may change.
Mid-South Bus Center	2	\$59,806.00	\$3,500.00	\$3,500.00	90 Days	2017 Ford Transit Wagon High roof 350	N/A
Mid-South Bus Center	2	\$65,606.00	\$3,500.00	\$3,500.00	90 Days	2017 Ford Transit 350	N/A

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



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Gary Taylor, Transit Manager
 Steve Hightower, Fleet Manager
Date: November 22, 2016
Re: High Top Passenger Van - Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Transit Department. It is further recommend to accept the trade in offering for units 1910 and 1913. Accepting the trade offering will make final price \$60,412 per unit.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	Mobility Ford Transit	Creative Bus Sales	14 City/ 19 Hwy

Compliant Bidder

Creative Bus Sales was compliant in all major aspects of the minimum specification requirements for the High Top Vans(s) specified. Mid-South Bus offered two bids. One unit was a single rear wheel without transit style doors and the second offering was a dual wheeled van with the transit style doors. Neither offering of Mid-South Bus Center was compliant to the minimum specifications. The single rear wheeled an did not offer the required transit style entry door way or entry way grab handles. The transit style doorway and grab handles are required for the ease and safety of passenger entry and disembarkation. The larger dual wheeled van is too big for navigation of the service areas.

These units will be Transit Department Replacements.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is approximately mid-May (120 days from award notification) with 15 days to correct inspection deficiencies and a \$50 dollar a day penalty assessed.

The bid offerings were reviewed with the Transit Department’s Manager, Gary Taylor, who is agreement with this recommendation. A confirming email of agreement is attached below.

Fuel Economy Improvement

55%

A 55% fuel economy improvement will be realized with the newer van engine type.

Trade In(s)

1. Trade in(s):
 - a. 1910 - 2009 Ford Braun Paratransit Van – Age: 7 Years – 8.8 MPG - Trade Offering: \$3,800
 - b. 1913 - 2009 Ford Braun Paratransit Van – Age: 7 Years – 9.0 MPG - Trade Offering: \$3,800

Origin/ Dealer Information

1. New Unit(s) Chassis Origin of Manufacture:
 - a. Chassis – Kansas City, Missouri
 - i. 72.3 % Domestic/ 27.7 % Foreign Materials
2. Van Body Up-fitter:
 - a. Mobility Transportation – Canton, MI.
3. New Unit(s) Dealer:
 - a. Creative Bus Sales – Marietta, GA.

Should you have any questions about this recommendation, please do not hesitate to contact us.

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

From: Taylor, Gary L.
Sent: Tuesday, November 22, 2016 2:14 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Campbell, Chris <ChrisCampbell@KingsportTN.gov>
Subject: Creative Bus Sales/Mobility Trans XTX Wagon

Steve:

Yesterday, we reviewed the high top van bid specifications that we received from two vendors on November 16, 2016. In reviewing the vendors bid specifications, we have agreed to proceed with the purchase of the Creative Bus Sales bid to purchase two high top vans.

Please feel free to contact me if you have any questions about this matter.

Gary

Gary Taylor
KATS Manager
109 Clay St
Kingsport, TN 37660
423.224.2612
GaryTaylor@Kingsporttn.gov
www.KingsportTransit.org





AGENDA ACTION FORM

Rejecting the Bids for the Purchase of Two (2) 22 Passenger Cutaway Mini Buses

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-321-2016
 Work Session: December 5, 2016
 First Reading: N/A

Final Adoption: December 6, 2016
 Staff Work By: Committee
 Presentation By: C. McCart, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 16, 2016 for the purchase of two 22 Passenger Cutaway Mini Buses for use by KATS. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 26, 2016 and placed on our website for 22 calendar days. It is the recommendation of the committee to reject all bids. Creative Bus Sales bid submittal was noncompliant due to not including a required affidavit. The bids offered by Alliance Bus Group and Carpenter Bus are not being recommended for reasons outlined in the recommendation memo.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION REJECTING THE BIDS FOR PURCHASE OF
TWO 22 PASSENGER CUTAWAY MINI BUSES FOR
KINGSPORT AREA TRANSIT SERVICE.

WHEREAS, bids were opened November 16, 2016, for the purchase of two 22 passenger cutaway mini buses for Kingsport Area Transit Service; and

WHEREAS, since the time of the opening of the bids and the receipt of the bids, all bidders failed to meet the requirements of the bid, and therefore the city wants to reject all bids;

Now therefore,

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

SECTION I. That all bids opened November 16, 2016, relating to the purchase of two 22 passenger cutaway mini buses for Kingsport Area Transit Service are rejected.

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

ADOPTED this the 6th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 November 16, 2016
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

22 PASSENGER CUTAWAY MINI BUS							
Vendor:	Qty.:	Unit Cost:	Trade-In #1745:	Trade-In #1853:	Delivery Time:	Make/Model:	Comments:
Alliance Bus Group	2	\$126,926.00	\$4,000.00	\$6,000.00	120 Days	Gloval Titan II LF	N/A
Creative Bus Sales	2	\$122,298.00	\$5,500.00	\$5,500.00	200 Days	Champion LF	Trade-in values are initial estimates. Trade-in value may change. Iran Divestment Affidavit not included in bid. Bid cannot be considered.
Mid-South Bus Center	2	No Bid	N/A	N/A	N/A	N/A	N/A
Carpenter Bus	2	\$126,235.00	\$2,500.00	\$2,500.00	150 Days	2017 Chevrolet Arboc Spirit of Freedom	N/A

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



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Gary Taylor, Transit Manager
 Steve Hightower, Fleet Manager
Date: November 25, 2016
Re: Cutaway Bus Bid Rejection Recommendation

This will confirm our review and recommendation to reject the bid offerings of the following vendors for use by the Transit Department.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Vendor</u>	<u>Fuel Economy</u>
1	2	Glaval Titan II LF	Alliance Bus Group	Not Applicable
1	2	2017 Chev ARBOC	Carpenter Bus	Not Applicable

Recommendation Explanation

Recommendation for rejection of the bid offerings are as follows:

The Alliance Bus Groups “Glaval Titan II LF” offering is an air controlled, kneeling bus. This kneeling feature allows the bus to lower to the street when loading and unloading passengers. It will then raise up when pulling out from its stop. The Transit Department currently has the feature on its bus fleet. This feature is fraught with problems such as suspension air bags blowing out, air compressors failing and not raising the bus on stop departure, air system leakage, etc. The Bid Specifications did not require this feature and it is not desired due the extreme high cost of repairs and the Out of Service time associated with those repairs. The Transit Department has had a long experience with kneeling busses and has found that it has not been a feature favorable to providing consistent and timely passenger services.

The Carpenter Bus Sales “ARBOC Spirit of Freedom Bus” offering is a sloped floor bus. The floor is sloped from the back of the driver to the rear of the bus. It is felt that in a transit environment the sloped feature would make it very difficult, and potentially unsafe, for the passengers when locating seating on the bus. Further, the overall width of this bus is narrower than specified, which would make it difficult when aiding wheelchair bound patrons. The specifications require a wider and low level, flat floor bus.

The bid offerings were reviewed by Gary Taylor, Chris Campbell and Steve Hightower. Gary Taylor is in agreement with this recommendation and his confirming email of agreement is attached.

Should you have any questions on this recommendation, please do not hesitate to contact us.

Thank you.

Steve:

Please reject the bid offerings we received on November 16, 2016 for a mini-bus. The Alliance Bus Groups "Glaval Titan II LF" offering is an air controlled, kneeling bus. We did not request a kneeling bus in our bid specification. The Bid Specifications did not require this feature and it is not desired due the extreme high cost of repairs and the Out of Service time associated with those repairs.

The Carpenter Bus Sales "ARBOC Spirit of Freedom Bus" offering is a sloped floor bus. The floor is sloped from the back of the driver to the rear of the bus. It is felt that in a transit environment the sloped feature would make it very difficult, and potentially unsafe, for the passengers when locating seating on the bus. Further, the overall width of this bus is narrower than specified, which would make it difficult when aiding wheelchair bound patrons. The specifications require a wider and low level, flat floor bus.

The bid offerings were reviewed by Gary Taylor, Chris Campbell and Steve Hightower.

Gary Taylor
KATS Manager
109 Clay St
Kingsport, TN 37660
423.224.2612
GaryTaylor@Kingsporttn.gov
www.KingsportTransit.org





AGENDA ACTION FORM

Approving a Letter of Intent and Authorizing the Mayor to Execute the Same

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-323-2016
Work Session: December 5, 2016
First Reading: N/A

Final Adoption: December 6, 2016
Staff Work By: Lyle Ailshie/Jeff Fleming
Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

A request has been made of the city to execute of letter of intent pertaining to the possible approval by the Sullivan County Commission of financing instruments in the amount of \$140,000,000 and distribution of revenue for school construction and renovation. The text of the letter is included in the attached resolution.

Highlights of the letter include transferring Sullivan North property to the city in exchange for the city foregoing \$20,000,000 of its share of the revenue from the county; anticipated construction of a new Science and Technology Center on the campus of Dobyns-Bennett High School for approximately \$20,000,000 from the anticipated city's share of the revenue; exploring flexible attendance for students between the new Sullivan County high school and the Science and Technology Campus at Dobyns-Bennett, as space permits; and after foregoing funds for the Sullivan North property and constructing the Science and Technology Center, the city school system expects to use any remaining funds for renovations at existing educational buildings.

The Letter of Intent is not legally binding on any party, rather it expresses the current general intent of the parties. The board of education has approved the letter of intent.

Attachments:

- Resolution
- Sept. 24, 2015 Slide Presentation at Joint Meeting of Kingsport, Bristol & Sullivan County Governing Bodies and School Boards (Presentation at Dec. 5, 2016 BMA Work Session will be modified as necessary.)

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF INTENT REGARDING THE COLLABORATION TO TRANSFORM EDUCATION IN SULLIVAN COUNTY PERTAINING TO CERTAIN ASPECTS OF THE ANITICIPATED DISTRIBUTION OF FUNDS FROM SULLIVAN COUNTY RESULTING FROM FINANCING FOR SCHOOL CONSTRUCTION AND RENOVATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, Sullivan County may authorize financing of an amount not to exceed \$140,000,000 for school construction and renovation; and

WHEREAS, a portion of the funds will be distributed to the city pursuant to state law;

WHEREAS, in anticipation of such action, the Kingsport City School System, the Sullivan County, Tennessee School District, Sullivan County, Tennessee and the City of Kingsport, Tennessee want to set out the current intent and general course of action of the parties regarding how the parties expect to use their portion of the revenue; and

WHEREAS, the letter has been approved by the school boards for Kingsport and Sullivan County and it is expected the Sullivan County Commission will consider approval of the letter in December, 2016 or early 2017.

Now, therefore,

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

SECTION I. That a Letter of Intent Regarding the Collaboration to Transform Education in Sullivan County 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 Letter of Intent Regarding the Collaboration to Transform Education in Sullivan County and all other documents necessary and proper to effectuate the purpose of the letter of intent and being generally as follows:

Letter of Intent Regarding the Collaboration to Transform Education in Sullivan County

In 2014, facility-planning firm DeJong-Richter was engaged to perform detailed parallel studies of the facilities utilized by the Kingsport City School System ("KCS") and Sullivan County, Tennessee School District ("SCSD"). Sullivan County ("County") invested \$270,000 and the City of Kingsport, Tennessee ("City") invested \$190,000 for the studies, and each further invested additional funds for related architectural services currently underway. The Parties agreed that a joint undertaking to capitalize on the proposals would be most beneficial for the stakeholders.¹

The purpose of this Letter of Intent is to set out the current intent and general course of action of the parties regarding how the parties expect to use their portion of the revenue discussed below. Funding for any projects discussed below is anticipated to be from revenues generated by a financing instrument chosen by the County in a total amount not to exceed One Hundred Forty Million Dollars and 00/100 (\$140,000,000.00). The County will choose the financing instrument to finance the construction of these schools which best serves all the citizens of the County. Distributions of any revenues to the City of Kingsport, the City of Bristol, Tennessee, and the

County from the County-chosen financing instrument would be in accordance with the most current State of Tennessee mandated distribution² based on appropriate statutes, rules and regulations.

The goals of the parties are as follows:

1. Subject to the anticipated receipt of the expected revenue by the City of approximately \$44,000,000 from the County in 2017 and subject to the acceptability of the title to the property by the City, Sullivan North Middle/High Campus ("Sullivan North") will become a City-owned property as-is, and the City will forego Twenty Million and 00/100 Dollars (\$20,000,000.00) of its share of the revenue it would otherwise be entitled to receive from funds generated by a County-chosen financing instrument. The appropriate parties at the proper time will enter into an agreement for the exchange of this property.
2. The County is considering construction from funds from a County-chosen financing instrument a comprehensive school serving grades 9-12 or some grade configuration thereof, to become part of the SCSD. The school would include state-of-the-art academic programs so as to be a full-service and academically rigorous center of education with an emphasis on career and technical education programming. The school may be located near Northeast State Community College.
3. The County is considering construction from funds from a County-chosen financing instrument a middle school serving grades 6-8 or some combination thereof, to become part of the SCSD in the eastern portion of the County.
4. The City may cause to be constructed a new Science and Technology Center ("Center") on the campus of Dobyns-Bennett High School to become part of the KCS. Construction of the Center for the estimated cost of Twenty Million Dollars and 00/100 (\$20,000,000.00) is anticipated to be funded from revenue the City receives from a County-chosen financing instrument for educational projects considered herein, other than the Twenty Million and 00/100 Dollars (\$20,000,000.00) the City will forego as stated above.
5. Upon completion of any school redistricting within the service area of the County, the SCSD will decide where a student would be best served based, in whole or in part, on transportation opportunities. Upon completion of any school redistricting within the service area of the City, the KCS will decide where a student would be best served based, in whole or in part, on transportation opportunities.
6. The SCSD and the KCS may provide for flexible attendance between the new SCSD comprehensive high school and the KCS Science and Technology Campus at Dobyns-Bennett as space permits.
7. The KCS intends to use any remaining funds, after purchasing Sullivan North and constructing the Center, for renovations at existing educational buildings.
8. Once all the approvals needed are successfully completed, and it is clear that the City will receive the revenue from the County as set forth above, the parties shall work on an agreement which shall set forth in more detail the execution of the responsibilities set forth in this Letter of Intent.

If the parties agree to proceed to negotiation and preparation of an agreement in accordance with the terms set forth in this letter of intent, please indicate such agreement by signing below. This Letter of Intent is not legally binding on any party, rather it expresses the current general intent of the parties. The parties shall only become bound upon execution of an agreement agreed upon by all the appropriate parties.

Footnotes

1 Bristol, Tennessee City Schools commissioned a facilities study in 2006 and developed an Educational Facilities Master Plan from which it has been operating.

2 If bonds are issued, those would be paid by all county residents and shared by all county residents/taxpayers.

[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 letter of intent set out herein that do not substantially alter the material provisions of the letter of intent, 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 6th December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



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“Progress is impossible without
change, and those who cannot
change their minds cannot
change anything.”

—George Bernard Shaw



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**Strategic investment:
Careful use of financial resources**



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Why is this important?

- Optimize space and resources
- Use tax dollars more efficiently
- Maximize Education



Key benefits

- Construction cost savings
- Stronger, innovative curricula
- Enhanced facilities and teacher pay
- Equity of educational programs
- Increased grant opportunities



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Bristol Educational Facilities Master Plan

- Commissioned in 2006
 - Initiated by the City Council
 - Comprehensive study of capacity, infrastructure, and programming
 - Multiple community/stakeholder meetings
- Findings
 - Immediate and long-term improvements were needed



Bristol Educational Facilities Master Plan

- Recommendations
 - Replace Fairmount Elementary
 - Renovate and/or replace Vance Middle School
 - Additions and renovations to Tennessee High School
 - Additions and renovations to other facilities



Kingsport/Sullivan County Facility Studies Timeline

- Facility Studies begin
 - Early 2014
- Education Futures Conference
 - May 16, 2014



Kingsport/Sullivan County Facility Studies Timeline

- Steering Committee Meetings
 - September 2014
 - October 2014
 - December 2014
 - January 2015
 - March 2015



Kingsport/Sullivan County Facility Studies Timeline

- Community Dialogue Meetings
 - November 2014
 - January 2015



Kingsport/Sullivan County Facility Studies Timeline

- Facility Options Workshops
 - December 2014
 - February 2015
- Board of Education Updates
 - October 2014
 - December 2014
 - May 2015
 - June 2015 (Final Report Acceptance)



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Capital Plan Funding

- Three phases
- 15-year period
- End in 2029



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Capital Plan Funding

\$140 Million bond issue





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Capital Plan Funding

\$140 Million bond issue



Bristol City Schools
\$27.58 million



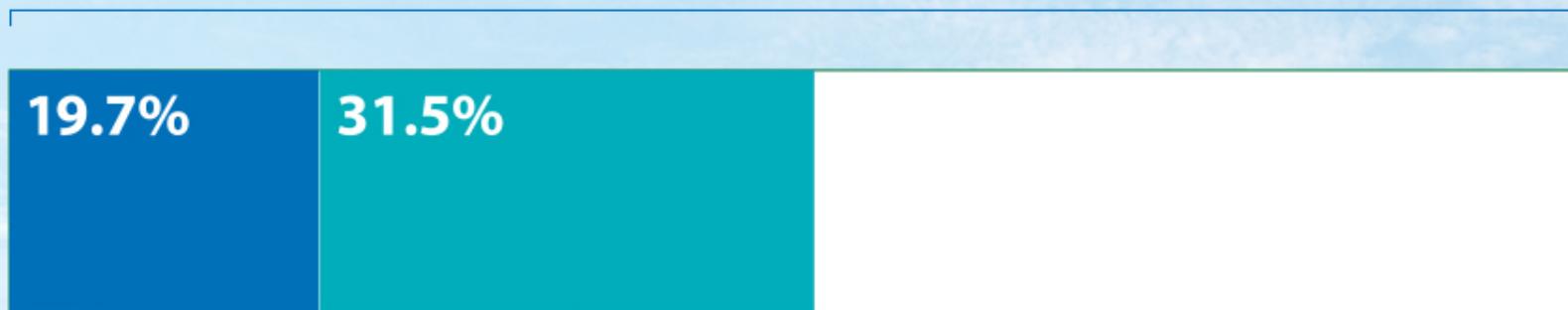
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Capital Plan Funding

\$140 Million bond issue



Bristol City Schools
\$27.58 million

Kingsport City Schools
\$44.1 million



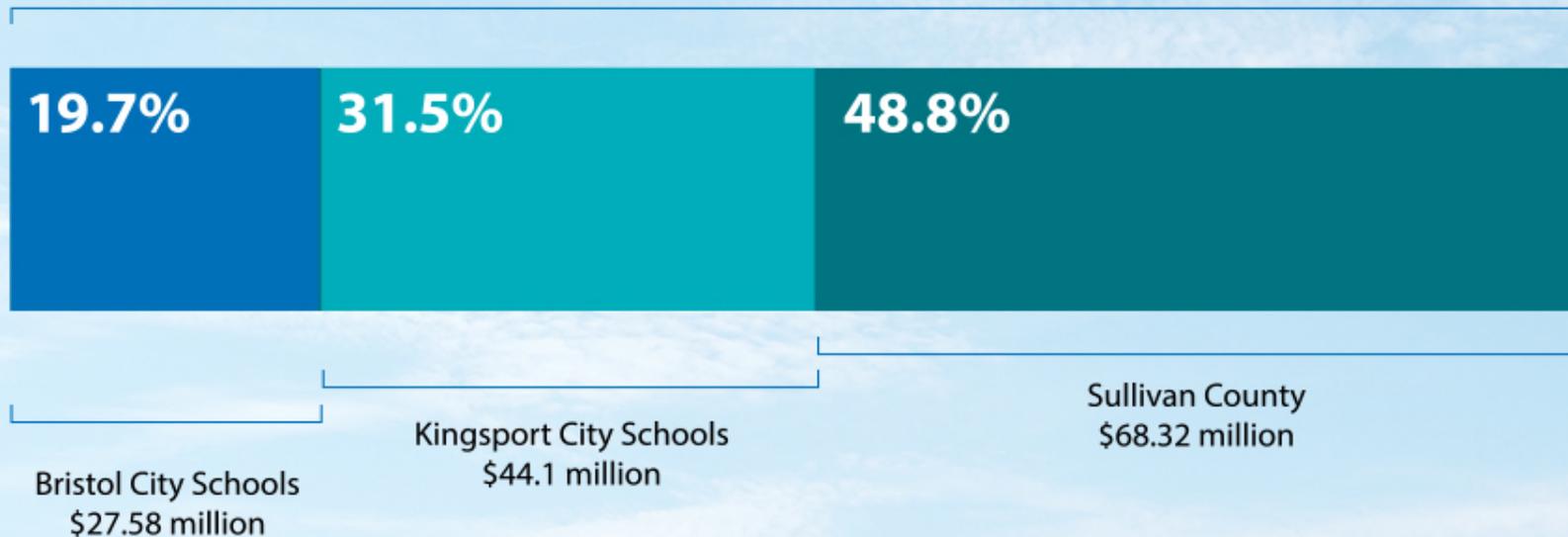
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Capital Plan Funding

\$140 Million bond issue





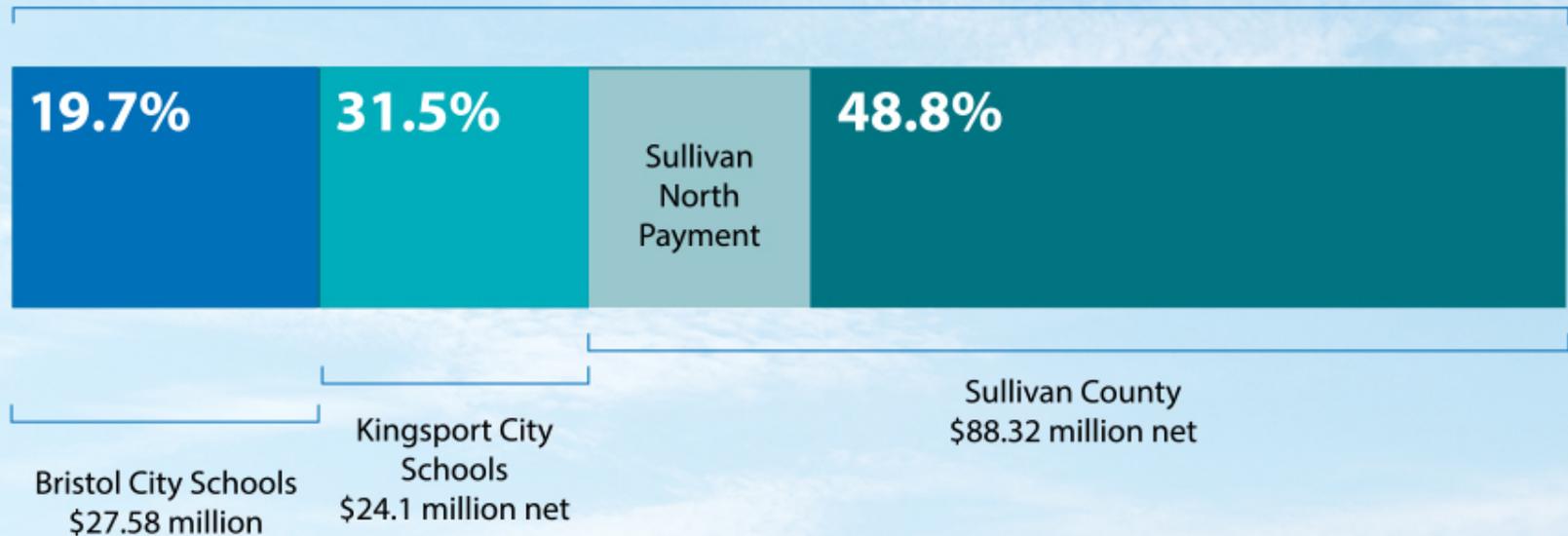
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Capital Plan Funding

\$140 Million bond issue





Tentative Funding Timeline

- February 2016
 - Sullivan County Commission approves funding
 - Approval to purchase Sullivan North High School by Kingsport City Schools
 - Sullivan North remain open as a Sullivan County High School until May 2019



Tentative Funding Timeline

- RFQ for Architectural Services
 - Bristol: February 2016
 - Kingsport: October 2015
 - Sullivan County: February 2016



Tentative Funding Timeline

- Secure Architectural Services
 - Bristol: June 2016
 - Kingsport: February 2016
 - Sullivan County: June 2016
- Land Acquisition
 - Sullivan County: 2016



Tentative Funding Timeline

- Facility Construction
 - Bristol: June 2017
 - Kingsport: March 2017
 - Sullivan County: June 2017



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FAIRMOUNT ELEMENTARY





Bristol Capital Projects

- Completed
 - New Fairmount Elementary School
 - Energy efficient infrastructure upgrades
- Remaining and immediate need
 - New Middle School



Kingsport Capital Projects

- New Science and Technology Center
 - Open Fall of 2018 (date subject to change)
 - 400 student capacity
- Repurpose space in existing facility
- Complete identified renovation needs
- Enlarge cafeteria



Kingsport Capital Projects

- Renovate Sullivan North and prepare for Kingsport transition
 - 2019-20 school year
 - Occupy in the fall of 2020
- Renovation of Sevier Middle, prepare for elementary school transition
 - 2020 school year
 - Occupy in the fall of 2021



JOHN SEVIER MIDDLE SCHOOL



Sullivan County Capital Projects

- New High School in western area of County
 - To open in fall of 2019
 - 1700 student capacity
 - Enhanced Career and Technical Education (CTE) focus



Sullivan County Capital Projects

- New Middle School, eastern area of county
 - To open in fall of 2019
 - 700 student capacity
- Convert Sullivan South High School to middle school



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Science
Technology
Engineering
Mathematics



Why is this important?

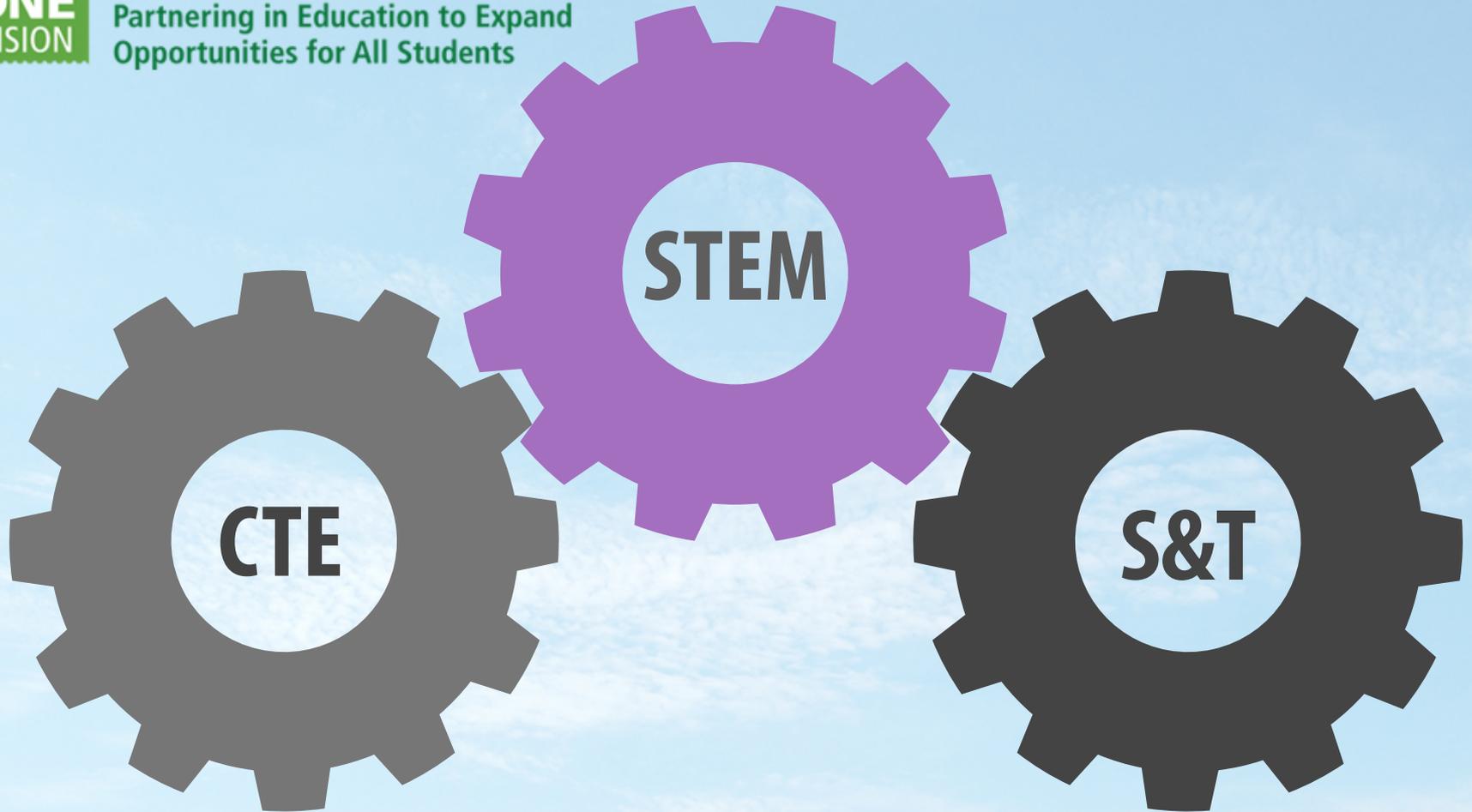
- Optimize space and resources
- Use tax dollars more efficiently
- Maximize Education



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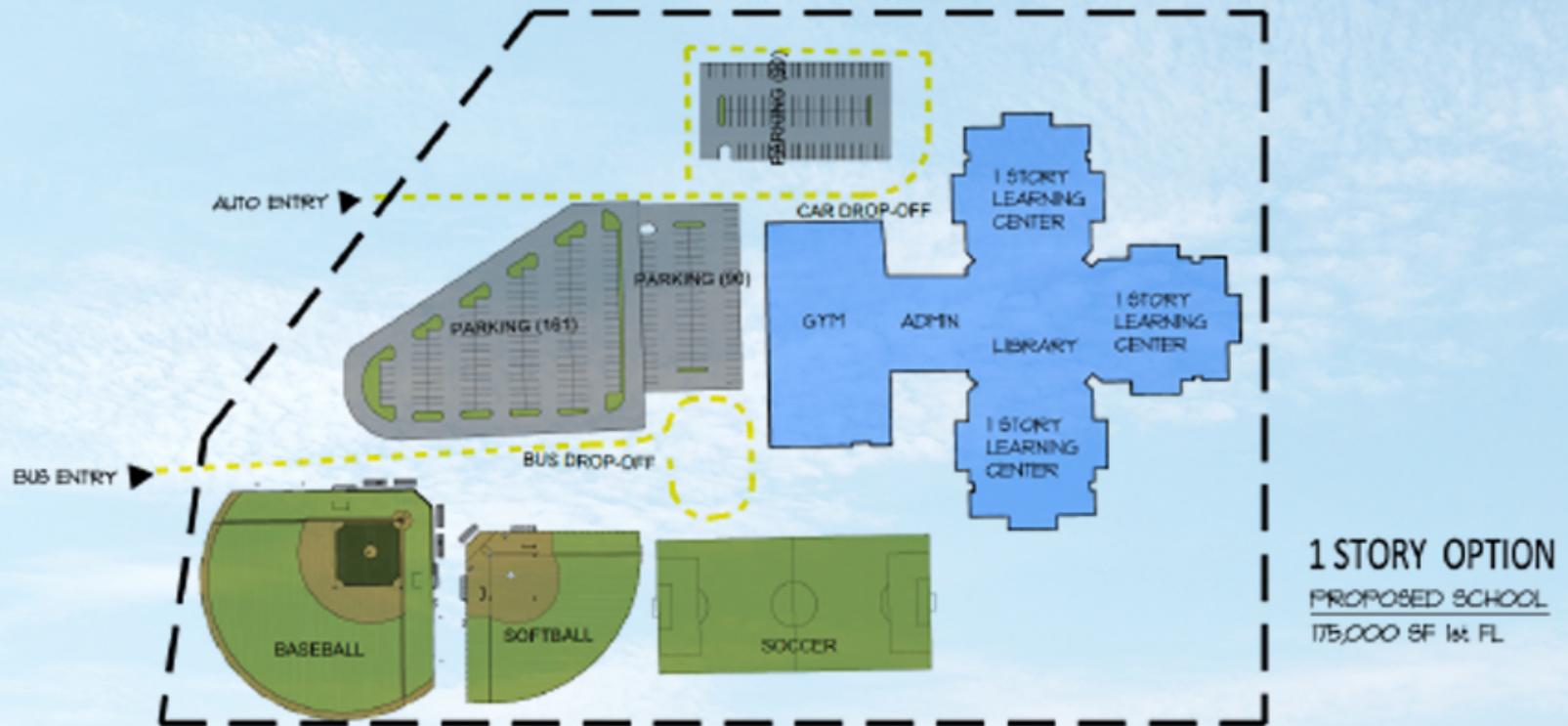
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Bristol City Improvements

- Better learning environment
- Create a true middle school concept



Bristol City Improvements



Bristol City Improvements

- Improved programming capabilities
 - 1:1 personalized learning
 - STEM connections
 - Multimedia spaces







Bristol City Improvements

- Reduce overcrowding at elementary schools
- Better programmatic alignment
- Begin preparing students for post-secondary success at an early age





Bristol City Improvements

- Reduce overcrowding at elementary schools
- Better programmatic alignment
- Begin preparing students for post-secondary success at an early age



Sullivan County School System Improvements

- Consistent, equitable opportunities
 - in academics
 - art, theater and music
 - extra-curricular activities

CTE





Strengthening CTE supports major initiatives





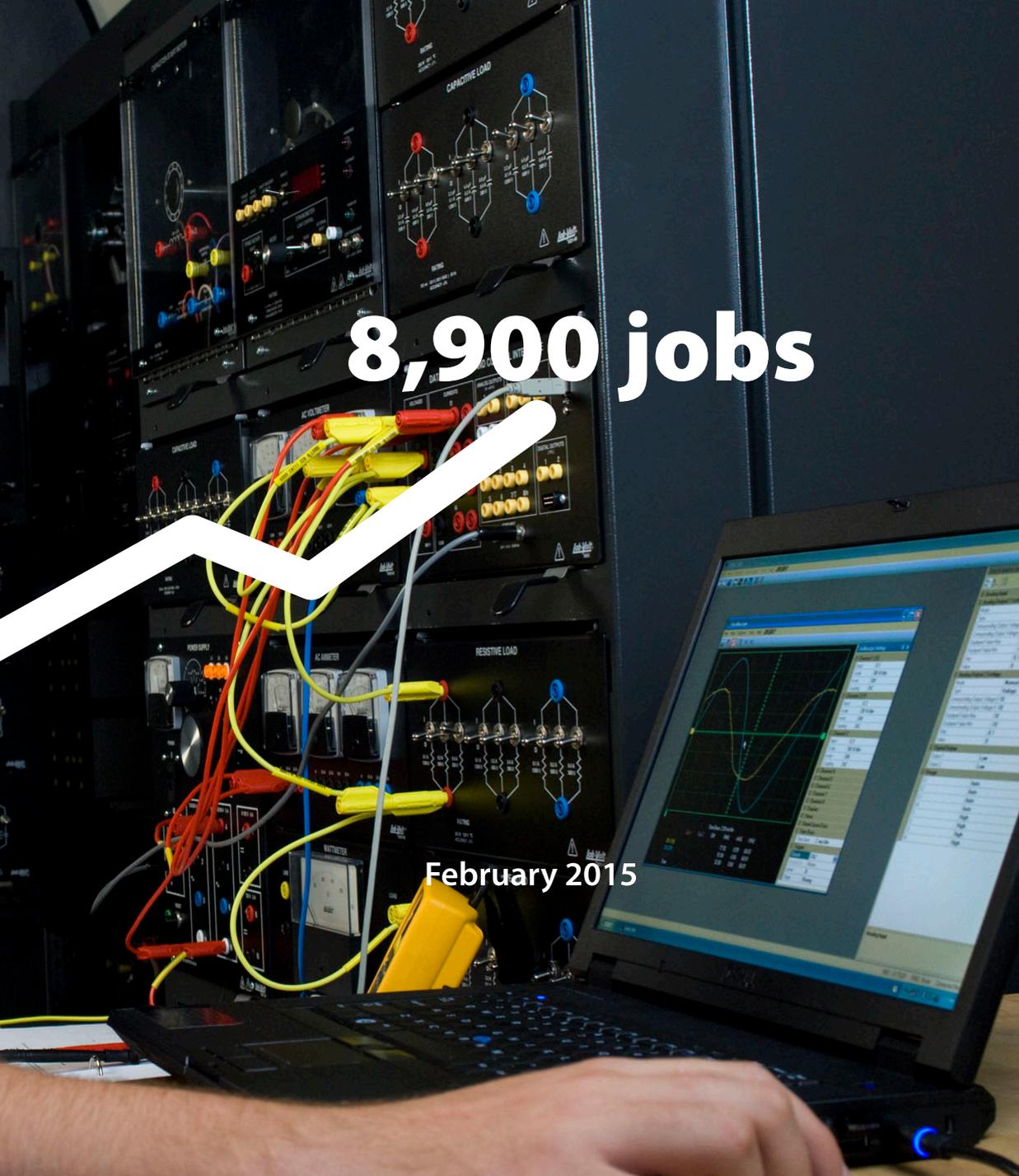
Why is CTE important?

- Improves academic performance
- Raises graduation rates
- Encourages postsecondary education
- Enables dual enrollment, certifications and technical endorsements or “Diploma Plus”

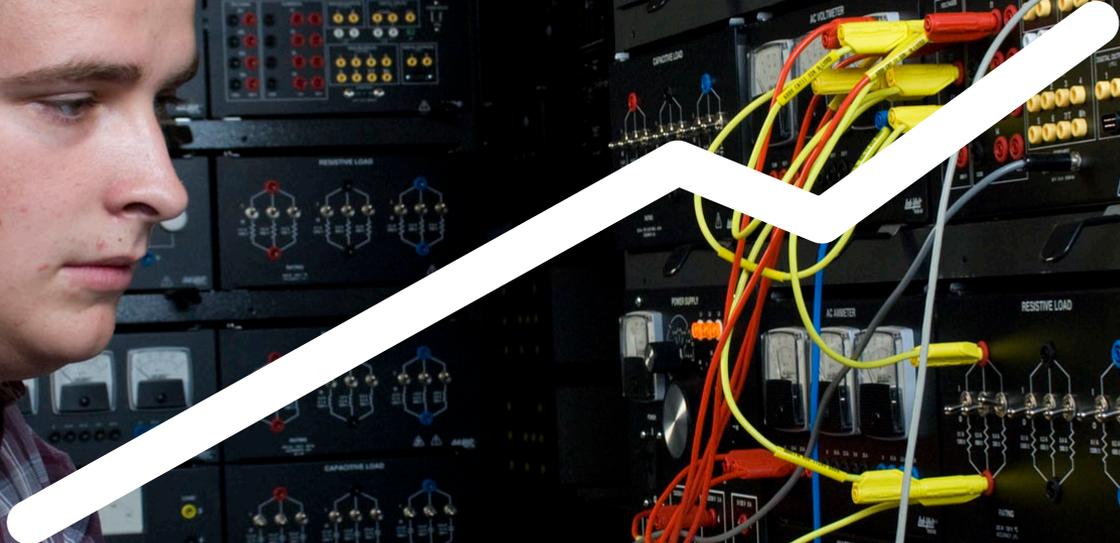


Machine Tool Certification program in cooperation with Bell Helicopter (above); Mobile app development students intern with ntara (right)



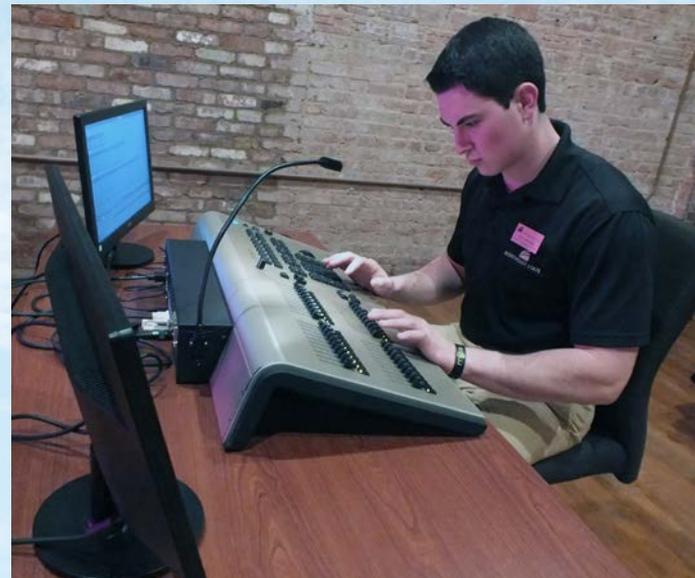


8,900 jobs



February 2014

February 2015



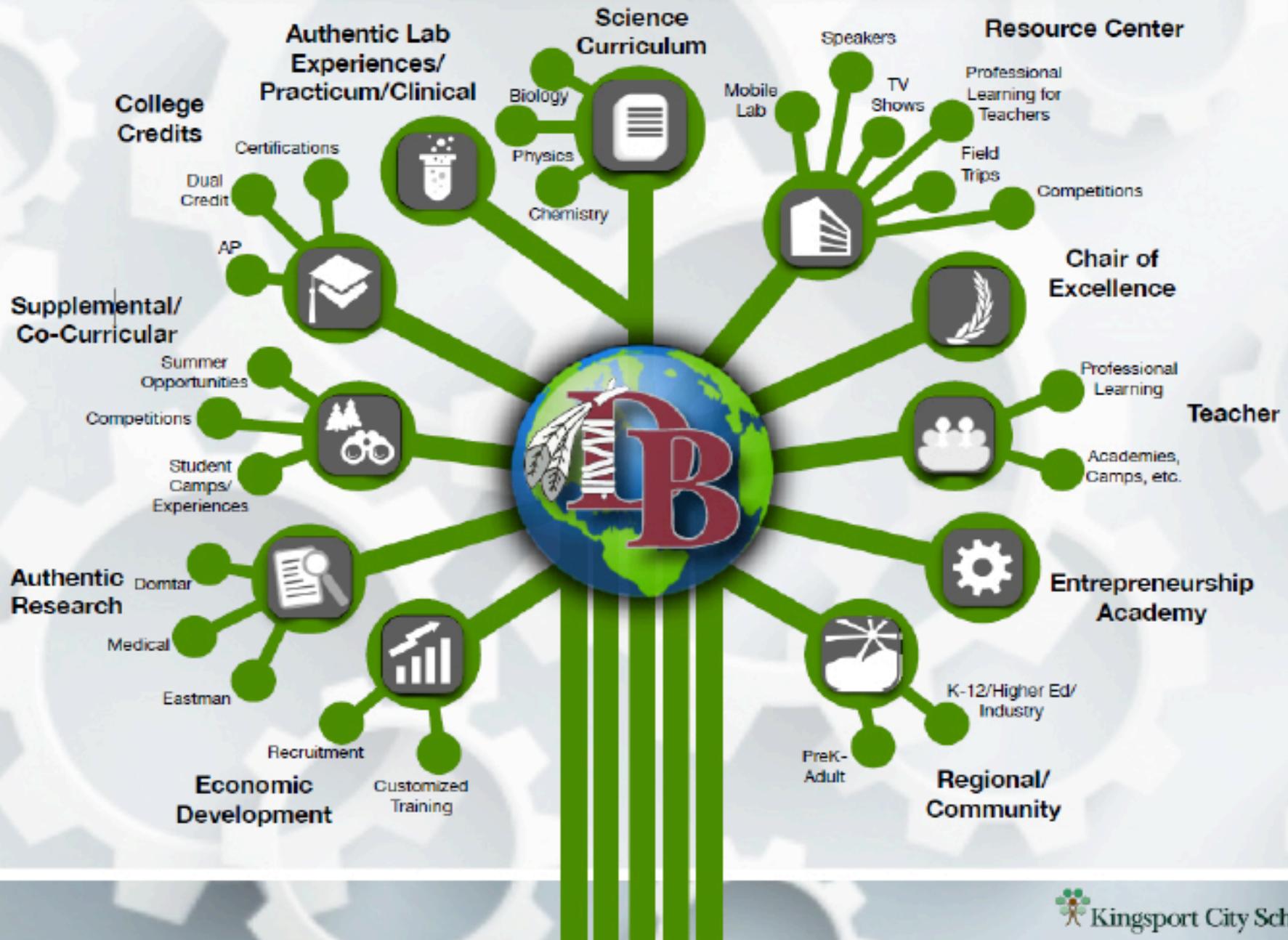
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Bristol City Schools • Kingsport City Schools • Sullivan County Schools



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Regional Science and Technology Center





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Our mission:

“to create a culture that
inspires innovation through
science and technology.”



Goals:

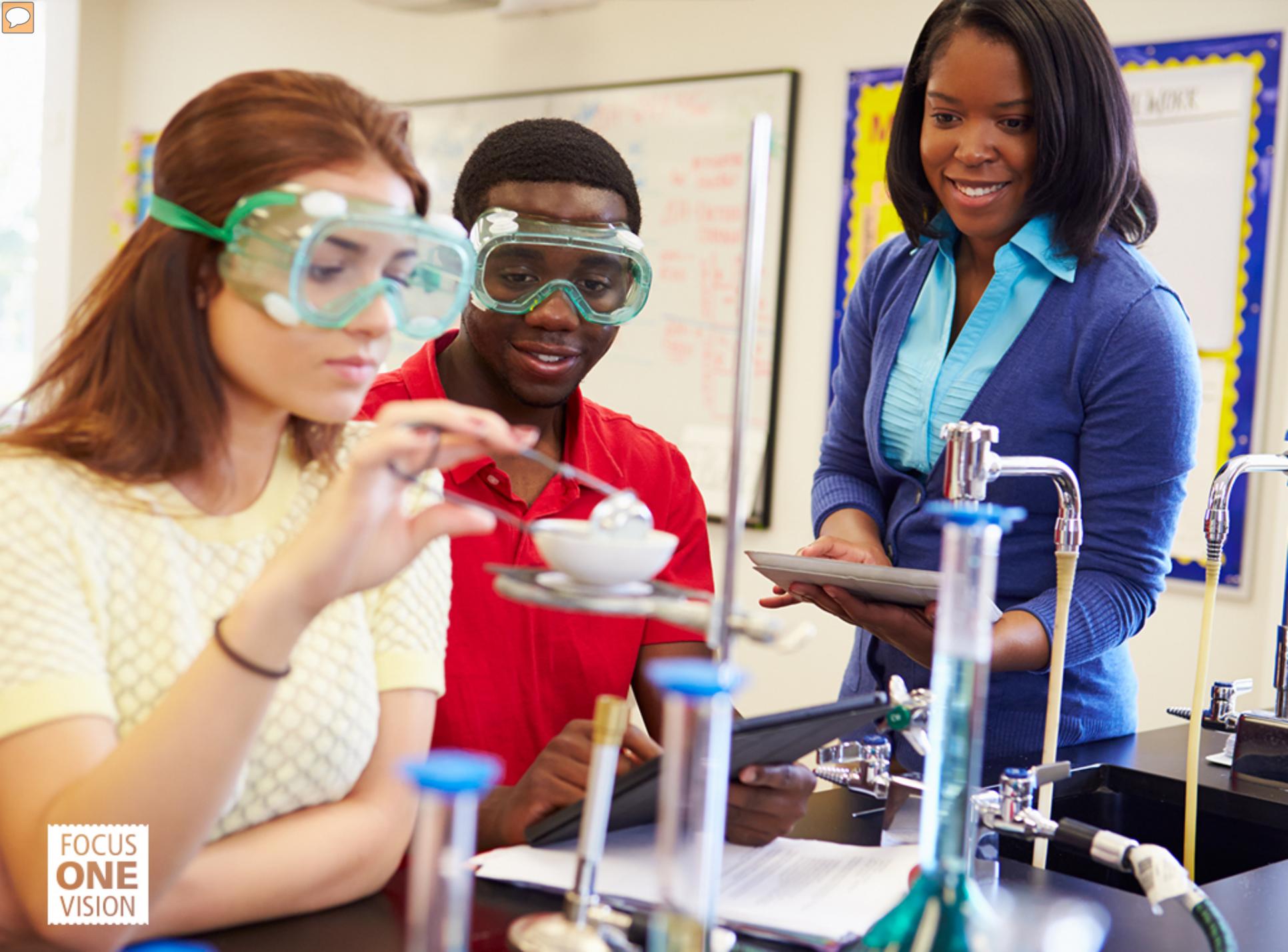
- Support scientific inquiry
- Foster creativity & problem-solving
- Meaningful career opportunities
- Application-based experiences through integrated curriculum
- Utilize power and flexibility of technology





Importance of STEM

- Prepares for STEM-driven workplace
- Gives students competitive edge
- Connects students to job opportunities



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Wise County,
Union High School



Dickenson County, Ridgeview
Middle and High School Campus





Union High School



Central High School







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