



State of Tennessee
Department of Economic and Community Development

Local Planning Assistance Office
William Snodgrass/Tennessee Tower Building-10th Floor
312 8th Avenue North
Nashville, Tennessee 37243-0405
615-741-2211

July 19, 2001

The Honorable Heiskell Winstead
County Executive of Hawkins County
150 Washington Street
Rogersville, Tennessee 37857

Dear Mr. Winstead:

The Local Government Planning Advisory at its meeting on June 27, 2001 approved the Hawkins County Growth Plan submitted by the Secretary of State, as the result of mitigation by the administrative law judge panel. This plan is effective as of June 27. Enclosed is one copy of the materials submitted by the law judges and one copy of the Local Government Planning Advisory Committee resolution of approval.

The Comprehensive Growth Plan Law requires that you file your plan with your county register. The Local Government Planning Advisory Committee will also keep an archive copy of the plan.

If I or the Local Government Planning Advisory Committee may be of additional assistance, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald G. Waller".

Donald G. Waller
Director

DW/jw

Enclosure

**Resolution of Approval
By The
Local Government Planning Advisory Committee
For
Plans Mediated By an Administrative Law Panel**

Whereas, an Administrative Law Panel or Administrative Law Judge appointed by the Tennessee Secretary of State has submitted a County Growth Plan for Hawkins County and its municipalities; and

Whereas, the Administrative Law Panel or Judge has mediated a plan which has been ratified by the county and cities pursuant to TCA 6-58-104;

Now, Therefore Be It Resolved by the Local Government Planning Advisory Committee that the Hawkins County Growth Plan is hereby approved and becomes effective this date.



Chair, Local Government Planning Advisory Committee

Jun 27, 2001
Date



CITY OF KINGSPORT, TENNESSEE

June 22, 2001

RECEIVED
JUN 28 11 29 AM '01
SECRETARY OF STATE
RE: Ratification of the Hawkins County Growth Plan Reached During Mediation
Conducted March 29 and 30, 2001 in Nashville, Tennessee before the Department of
State Dispute Resolution Panel

Pursuant to City of Kingsport Resolution Number 2001-081, the Board of Mayor and Aldermen ratified the Hawkins County Growth Plan on May 15, 2001. I have enclosed a copy of Resolution Number 2001-081 for your records.

If you have inquiries about this resolution please contact me at 423-229-9384.

Sincerely,

CITY OF KINGSPORT

151

Warren C. Searby

Municipal Clerk/Deputy City Recorder

Enclosure: City of Kingsport Resolution Number 2001-081

Distribution:

Hawkins County Commission
Hawkins County UGB Coordinating Committee
Tennessee Department of State Dispute Resolution Panel
Board of Mayor and Aldermen, Town of Bulls Gap
Board of Mayor and Aldermen, Town of Church Hill
Board of Mayor and Aldermen, Town of Mount Carmel
Board of Mayor and Aldermen, Town of Rogersville
Board of Mayor and Aldermen, Town of Surgoinsville

cc: (w/o encl) City of Kingsport: Mayor, City Manager, City Recorder, City Planner



State of Tennessee
Department of State
Administrative Procedures Division
312 Eighth Avenue North
8th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243
Phone: (615) 741-7008 Fax: (615) 741-4472

MEMORANDUM

To: Tom Stiner, Chairman
Local Government Planning Advisory Committee

From: Charles C. Sullivan II, Director **CCS**
Administrative Procedures Division

Date: June 4, 2001

Subj.: Hawkins County Comprehensive Growth Plan
Dispute Resolution Process
Docket No. 46.00-012719J

The City of Kingsport declared an impasse with Hawkins County on December 19, 2000, with respect to the adoption of an urban growth plan for Hawkins County. In accordance with T.C.A., §6-58-104(b)(1)&(2), the City of Kingsport notified the Secretary of State of the impasse and requested that he refer the matter to the Administrative Procedures Division for resolution in accordance with the statute. At the request of the parties, I assigned a three-judge panel to resolve the matter.

The parties reached a settlement through mediation sessions on March 29,30, 2001, and their respective legislative bodies subsequently approved a comprehensive growth plan. Hawkins County has submitted the attached copies of the comprehensive growth plan. With the parties' resolution of the impasse, I am forwarding the comprehensive growth plan to your committee for its consideration. This office will remove the matter from our active case list.

Thank you for consideration of this plan.

Attachment

cc: (w/o attachment)
Heiskell H. Winstead
Gary W. Lawson
J. Michael Billingsley
Jim Sells
Tim Tate
Mike Messick
Tammy Davis
Dennis W. Deal

**Department of Economic
and Community Development**

Local Planning Assistance Office

Upper East Region
207 North Boone Street
Johnson City, Tennessee 37601
615-928-8176



May 30, 2001

Honorable Charles Sullivan
Administrative Procedures Division
State of Tennessee
Wm. Snodgrass Tennessee Tower
312 Eighth Avenue North, 8th Floor
Nashville, TN 37243

RE: Hawkins County PC1101 Growth Plan

Dear Judge Sullivan:

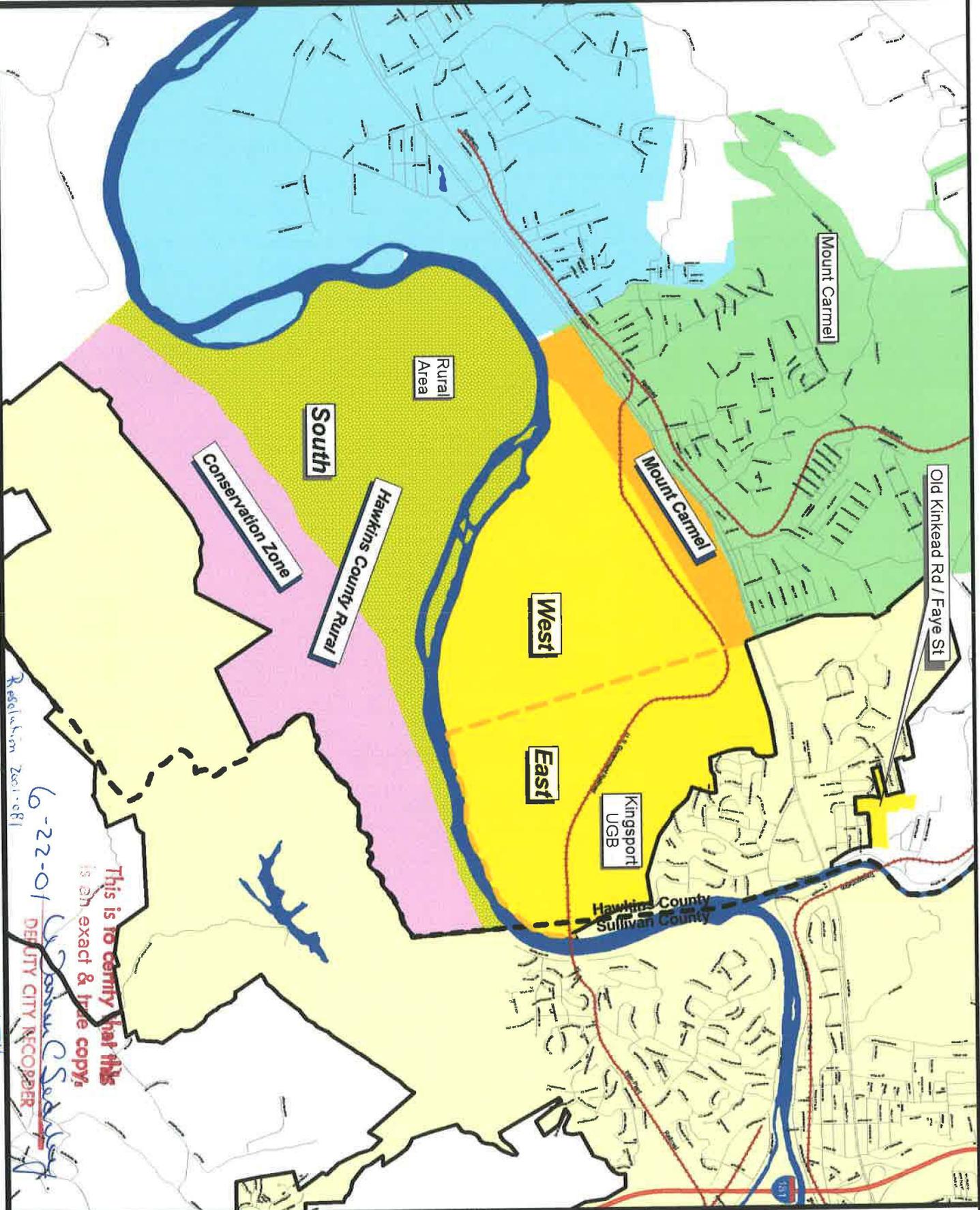
On behalf of the Hawkins County local governments and the Hawkins County PC1101 Coordinating Committee, enclosed are three copies of the final adopted plan and respective local intergovernmental agreements associated with the plan. One copy has been included for your administrative files and the two remaining copies are for you to forward to the Local Government Planning Advisory Committee (LGPAC) with your documentation as a mediated plan.

Your assistance and that of the other Judges with this process has been very much appreciated. If you have any questions or if this office can be of any future assistance to you, please never hesitate to contact me.

Sincerely,

Stanley L. Harrison, Jr.
Regional Director

Exhibit A - Kingsport / Hawkins County Agreement



Resolution 2011-081
 6-22-01
 This is to certify that this is an exact & true copy.
 [Signature]
 DEPUTY CITY RECORDER

Kingsport, TN 0 4000 Feet

Legend

- Kingsport Corp. Limits
- Kingsport UGB
- Mount Carmel
- Planned Growth Area
- Conservation Zone
- Mount Carmel UGB
- Church Hill
- Hydrography



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 All Rights Reserved.
 Map Reference#10814w082
 Date#04/03/01

Legend

Kingsport Corp. Limits



Kingsport UGB



Sewer Line



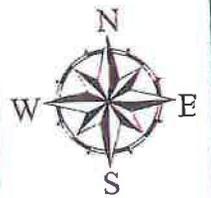
Countyline



Parcel Line



Manhole

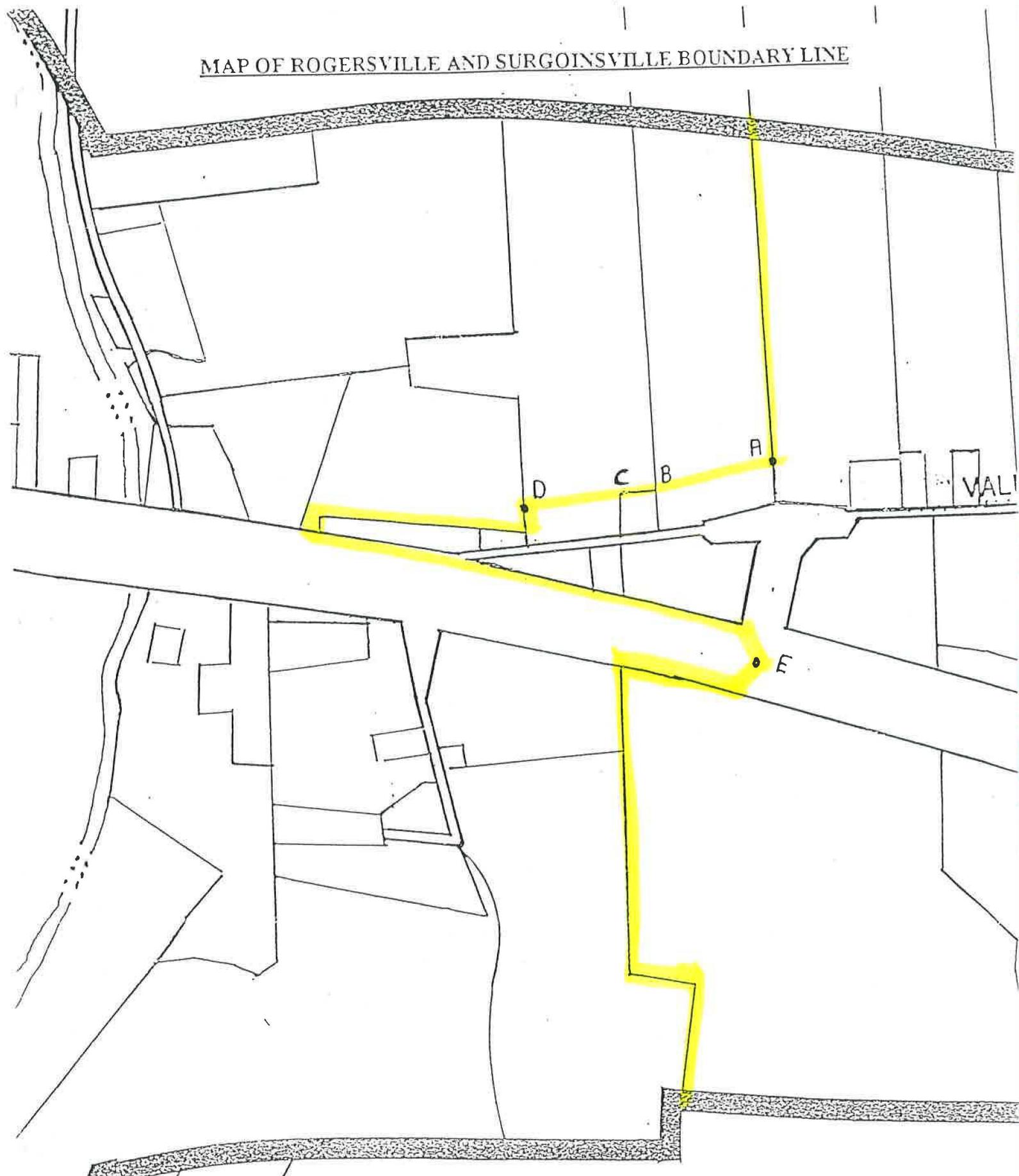


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All Rights Reserved.
Map Reference # 10044wo76
Date November 1999



City of Kingsport - Hawkins County UGB

MAP OF ROGERSVILLE AND SURGOINSVILLE BOUNDARY LINE



MAP LEGEND

1. The lines from A to B and C to D is 195 feet north of the northern ROW of Old U S 11-E. The line from B to C is the northern property line of the small lot.
2. Point E is the intersection of the centerlines of U S 11-W and Carters Valley Road.

Agreement

This Agreement entered into this the ___ day of _____, 2001, by and between the CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter referred to as "Kingsport") and the TOWN OF MOUNT CARMEL, TENNESSEE, a Tennessee municipal corporation (hereinafter referred to as "Mount Carmel").

WITNESSETH:

For and in consideration of the adoption of the Growth Plan for Hawkins County and the mutual promises contain herein, and accordance with *Tennessee Code Annotated* section 6-58-104(a)(6), Kingsport and Mount Carmel hereby agree as follows:

A. Initial Urban Growth Area. An additional area of land, defined by the east and west boundaries of Mount Carmel and extending south from the current corporate limits (that is 1000 feet south of Old U.S. Highway 11-W) to Site Road 1932 would be included in the Mount Carmel plan as an Urban Growth area. This area varies approximately in depth between 265 and 500 feet.

B. Additional Urban Growth Area. (1) In the event the property owner or its tenant announce specific plans for the development of a portion of an area contained within the following description. [south of Site Road 1932, between the east and west boundaries of Mount Carmel, and extending south from the current corporate limits (that is 1000 feet south of Old U.S. Highway 11-W) to a line 2000 feet south of the existing corporate limits but in no event farther south than the bank of the Holston River] which will require services and infrastructure which the Town of Mount Carmel determines it can supply, the Town of Mount Carmel's urban growth area shall expand by including the area for which the specific plans for development was announced.

(2) However, in no event shall the Town of Mount Carmel be required to contract its urban growth area beyond the southerly right-of-way of Site Road 1932.

C. Annexation. (1) The Town of Mount Carmel will not annex any portion of the urban growth area defined in paragraph B. above which lies to the south of Site Road 1932 unless it provides the services and infrastructure called for under the specifically announced development plans for this area.

(2) The City of Kingsport will not annex any portion of the urban growth area defined in paragraph B. above which is south of Site Road 1932 [and which also was abandoned by the Town of Mount Carmel under paragraph B. above] unless it provides the services and infrastructure called for under the specifically announced development plans.

D. Effective Date. This Agreement becomes effective immediately upon the ratification by all six (6) governing bodies of the revised Hawkins County Growth Plan, that resulted from

the mediation conducted by the three administrative law judges in Nashville, Tennessee on March 29 and 30, 2001.

E. Validity. This Agreement shall become null and void if the Local Government Planning Advisory Committee should fail to approve the revised Growth Plan for Hawkins County or the revised Growth Plan for Hawkins County should for any reason fail to become operative, or should cease to remain operative at any time during the term of this Agreement.

F. Authority. Each party represents that its governing body has duly approved this Agreement, and the undersigned are authorized to execute this Agreement on behalf of the respective parties.

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

TOWN OF MOUNT CARMEL, TENNESSEE

ATTEST:

Nancy Carter, City Recorder

By: _____
Gary Lawson, Mayor

APPROVED AS TO FORM:

Michael A. Faulk
City Attorney for Mount Carmel

CITY OF KINGSPORT, TENNESSEE

ATTEST:

James H. Demming, City Recorder

By: _____
Jeanette D. Blazier, Mayor

APPROVED AS TO FORM:

J. Michael Billingsley
City Attorney for Kingsport

Agreement

This Agreement entered into this the ___ day of _____, 2001, by and between the CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter referred to as the "City") and HAWKINS COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter referred to as "Hawkins County").

WITNESSETH:

For and in consideration of the adoption of the Growth Plan for Hawkins County that includes all Holston Army Ammunition Property (hereinafter referred to as HAAP) north of the Holston River, except that property included in the Mt. Carmel Urban Growth Boundary, and the property known as old Kinkead Road/Faye Street area in the Kingsport Urban Growth Boundary, and accordance with *Tennessee Code Annotated* section 6-58-104(a)(6), Kingsport and Hawkins County hereby agree as follows:

1. All HAAP property north of the Holston River, except that property included in the Mt. Carmel Urban Growth Boundary, will be included in the Kingsport Urban Growth Boundary. All HAAP property south of the Holston River will be in the Hawkins County rural area. The property 1350 feet and above in elevation will be preserved as a viewscape conservation zone and a buffer for Laurel Run Park and Bays Mountain Park. All property to the east of the western line of the Kingsport Urban Growth Boundary proposed by the coordinating committee shall be referred to as the east sector. All property to the west and north of the river shall be referred to as the west sector. These descriptions are as referenced on the map attached as Exhibit A. The term "viewscape" for purposes of this agreement is defined as natural scenic views with no visible manmade encroachments or disturbances including logging, grading or mining, but does not prohibit development of trails, shelters, and such for outdoor recreation.
2. There is no contest to the east sector and it is not affected by this agreement except for paragraph 4. Kingsport will annex in the east sector of HAAP property by petition of property owner, or operating contractor or successor only.
3. Annexation of any portion of the west sector of HAAP property will occur only when Kingsport has been petitioned by the property owner, or operating contractor or successor to annex such section and Kingsport has conducted a plan of services analysis of said development area.
4. Kingsport's entire Hawkins County Urban Growth Boundary area will be part of Kingsport's extraterritorial planning region, and Hawkins County consents to zoning and subdivision regulation by Kingsport in its entire Urban Growth Boundary.
5. Kingsport will involve and communicate with Hawkins County's industrial agent in all development and/or annexation proposals in the west sector.

6. There is no contest concerning the Kingsport Urban Growth Boundary north of the current Kingsport city limits known as the old Kinkead Road/Faye Street area.

7. This Agreement becomes effective immediately upon the ratification by all six (6) governing bodies of the revised Hawkins County Growth Plan, that resulted from the mediation conducted by the three administrative law judges in Nashville, Tennessee on March 29 and 30, 2001.

8. This Agreement shall become null and void if the Local Government Planning Advisory Committee should fail to approve the revised Growth Plan for Hawkins County or the revised Growth Plan for Hawkins County should for any reason fail to become operative, or should cease to remain operative at any time during the term of this Agreement.

9. Each party represents that its governing body has duly approved this Agreement, and the undersigned are authorized to execute this Agreement on behalf of the respective parties.

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

HAWKINS COUNTY, TENNESSEE

ATTEST:

Donna Alvis, County Clerk

By: _____
Heiskell H. Winstead, County Executive

APPROVED AS TO FORM:

James O. Phillips, III
County Attorney

CITY OF KINGSFORT, TENNESSEE

ATTEST:

James H. Demming, City Recorder

By: _____
Jeanette D. Blazier, Mayor

APPROVED AS TO FORM:

J. Michael Billingsley
City Attorney

**CONTRACT & INTERLOCAL AGREEMENT BY AND BETWEEN THE TOWN OF
MOUNT CARMEL, TENNESSEE AND HAWKINS COUNTY, TENNESSEE**

The parties to this agreement are as follows: **Town of Mount Carmel, Tennessee, and Hawkins County, Tennessee.**

Authority for entry into this agreement is provided in Tennessee Code Annotated sec. 5-1-113 and 6-58-101 et seq. (commonly known as the Smart Growth Law).

The parties, in consideration of the mutual covenants contained herein, agree as follows:

1. Annexation. None of the territory included in the Urban Growth Boundary of the Town of Mount Carmel, Tennessee, shall be annexed by the Town of Mount Carmel, Tennessee, during the term of this agreement except as follows: from within any area defined in any annexation ordinance, whether by referendum or otherwise, proposed for consideration by the governing body of the municipality, there must be a request in writing from either a citizen permanently residing therein or a request in writing from the owner or owners of real property contained therein for municipal services and annexation of real property by the Town of Mount Carmel, Tennessee.
2. Urban Growth Area. The map attached hereto and incorporated herein by reference thereto defines the area contiguous to the Town of Mount Carmel, Tennessee that is designated as the Urban Growth Boundary for the Town of Mount Carmel, Tennessee. The area is generally described as lying to the south of the line that divides the State of Tennessee and the Commonwealth of Virginia and to the north of the present corporate boundary of the Town of Mount Carmel, Tennessee, to the west of the Hawkins/Sullivan County line, and to the east of the Mount Carmel, Tennessee/Church Hill, Tennessee line.
3. Term. The term of this agreement shall be twenty (20) years from and after the date last signed by the parties hereto.
4. Annexation not required. Nothing in this Agreement will be construed to require a municipality to annex any property or provide any service. The decision of whether to annex and the type of services to provide will be the decision of the governing body of the municipality.
5. Effective Date. This Agreement will become effective immediately upon the ratification by all governing bodies of the Growth Plan for Hawkins County and the date the final governing body approves the Plan will be the effective date of the Agreement.
6. Nullification. This Agreement will become null and void if: (a) the State of Tennessee, Local Government Planning Advisory Committee should fail to approve the Growth Plan for Hawkins County, which includes the urban growth boundary proposed; or (b) a court of competent jurisdiction should determine that the Growth Plan for Hawkins County, which includes the urban growth boundary proposed, or any portion the plan is found to be invalid or

illegal for any reason; or (c) the Growth Plan for Hawkins County, which includes the urban growth boundary proposed, should for any reason fail or become operative, or should cease to remain operative at any time during the term of this Agreement,

7. Approval. Each party represents that its governing body has duly approved this Agreement, and the undersigned is authorized to execute this Agreement on behalf of its governing body.

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

TOWN OF MOUNT CARMEL, TENNESSEE

HAWKINS COUNTY, TENNESSEE

**AREA #2
PHIPPS BEND INDUSTRIAL PARK**



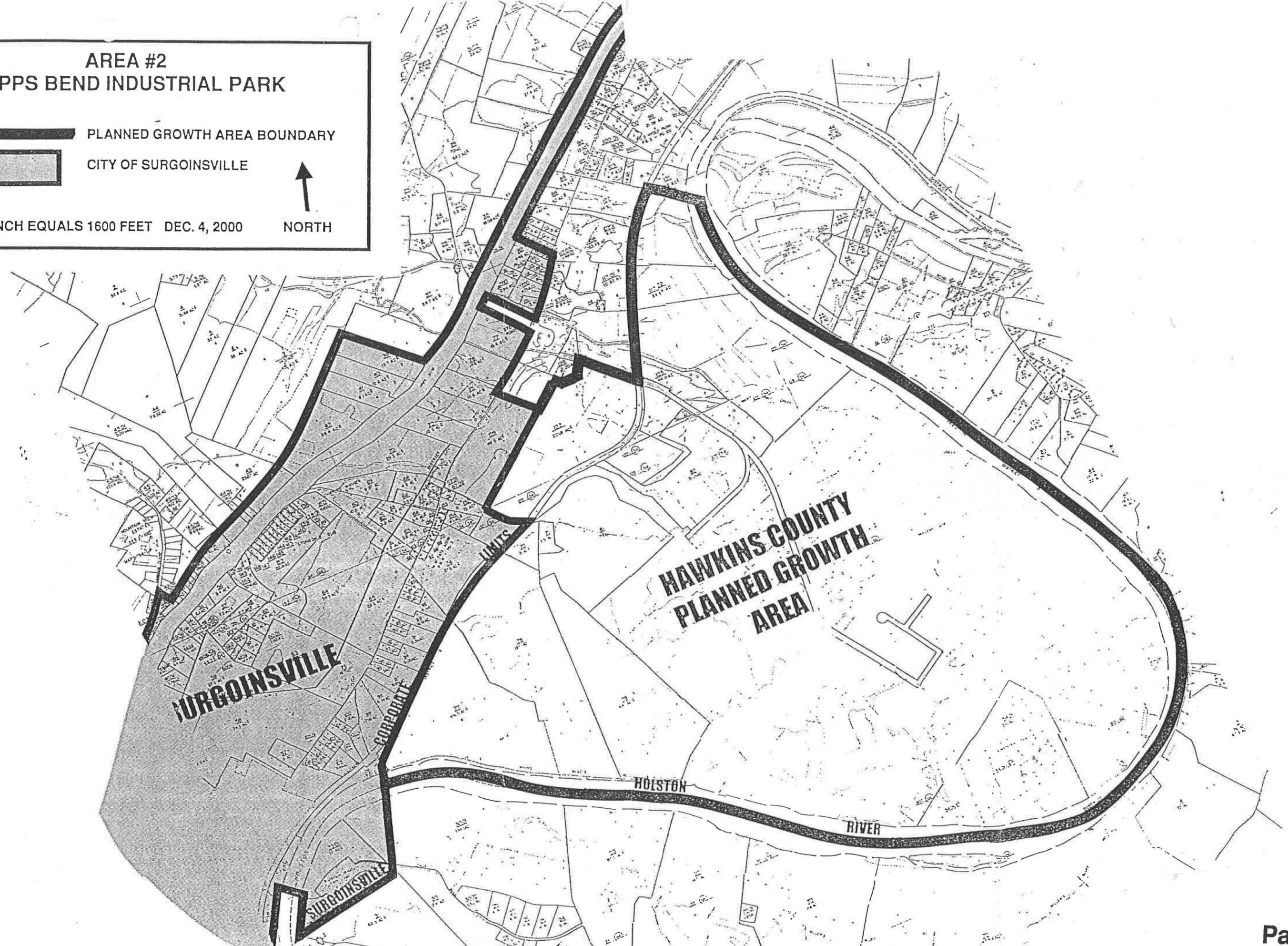
PLANNED GROWTH AREA BOUNDARY

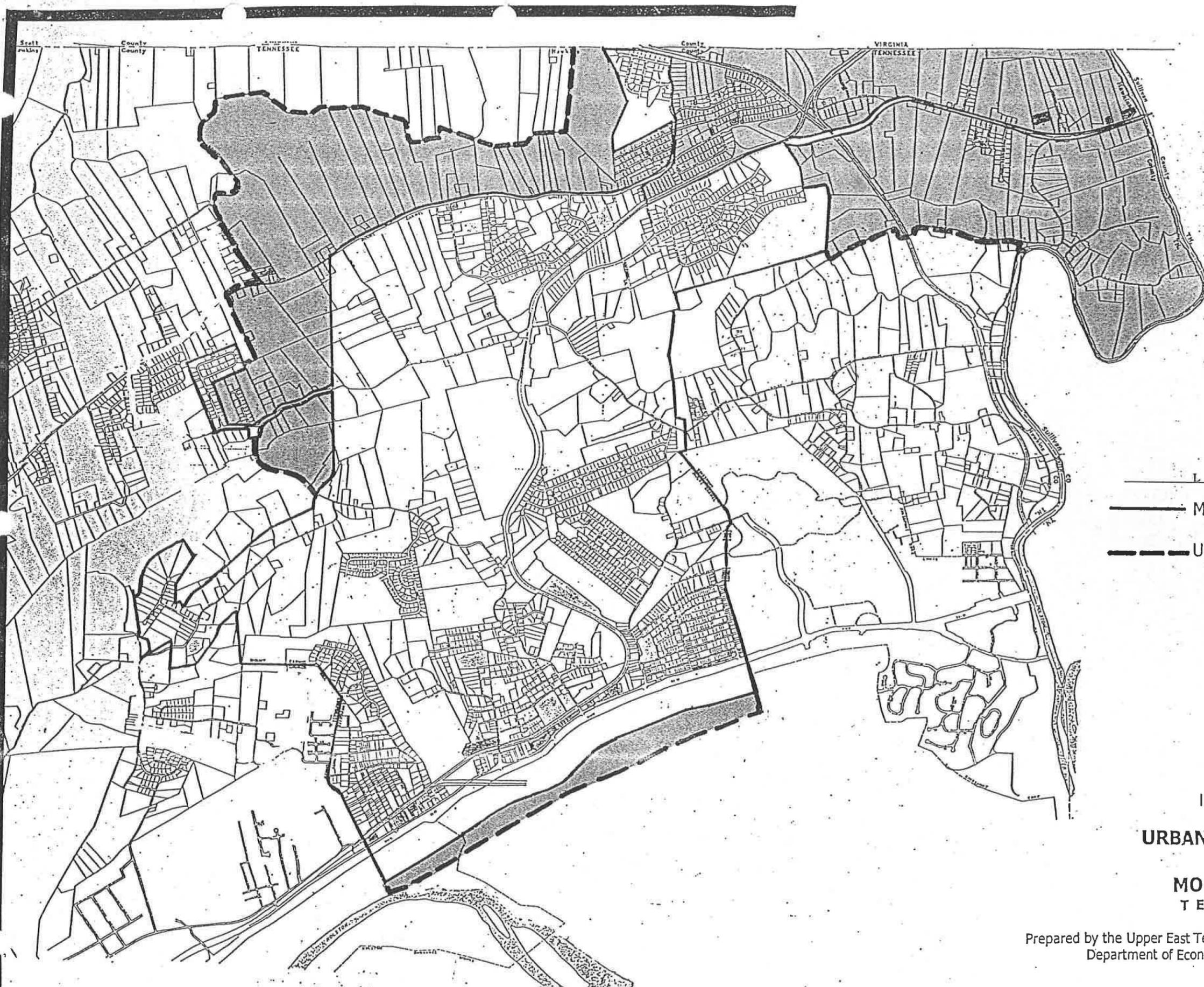
CITY OF SURGOINSVILLE



SCALE: 1 INCH EQUALS 1600 FEET DEC. 4, 2000

NORTH





L E G E N D

- MOUNT CARMEL CORP. LIMITS
- - - - URBAN GROWTH AREA BOUNDARY

Illustration 3
URBAN GROWTH AREA
MOUNT CARMEL
T E N N E S S E E

Prepared by the Upper East Tennessee Section of the Local Planning Office,
 Department of Economic and Community Development.

SCALE 1" = 3000'

December 1999

