

**REGULAR MEETING KINGSTON CITY COUNCIL**  
**TUESDAY, FEBRUARY 12, 2019 – 6:00 P.M.**  
**KINGSTON CITY HALL**

The Kingston City Council met in regular session on Tuesday, February 12, 2019 at 6:00 p.m. Mayor Neal called the meeting to order. Council Member Brown gave the Invocation and Member Humphreys led the pledge. Upon roll call the following members were present: Council Member Brackett, Council Member Brown, Council Member Childs, Council Member Humphreys, Vice Mayor Stockton, Council Member Wright, and Mayor Neal. Staff present: City Manager David Bolling, Finance Director Carolyn Brewer, City Clerk Marsha Marshall, and City Attorney Jack McPherson.

**PREVIOUS MINUTES**

A motion was made by Council Member Humphreys, second by Council Member Childs to waive the reading and approve as written the minutes of the regular meeting on January 8, 2019.

The motion passed with a unanimous roll call vote. 7 Ayes

**CITIZEN COMMENTS** — Randy Griffis – 335 Gallaher Road, Kingston, TN – spoke of opposition to alcohol sales at City Events. Lonnie McClure – 102 Hillcrest Lane, Kingston TN – spoke of opposition to alcohol sales at City events.

**PERSONS TO APPEAR – NONE**

**REPORTS – MAYOR AND COUNCIL** – Council Member Childs reported on the REU Board meeting and lighting; Council Member Brown asked about 58 Highway Street Lights: Building Inspector Reports for Kingston Permits; 911 Report; and County Commission meeting.

Mayor Neal presented a Proclamation Honoring Carolyn Bush Roddy for her induction in to the Women’s Basketball hall of Fame and Proclaimed February 12, 2019 as Carolyn Bush Roddy Day.

**CITY MANAGER** – Mr. Bolling reported- 36 applicants for the Parks and Recreation Director Position, Interviews to start on the 27th; Spectra Tech Pre-Bid Meeting for the Amphitheater, 7 firms to submit bids- bids to be opened here on the 26<sup>th</sup> at 2 p.m.; Dog Park work resume when weather permits; Spring Street Fest Saturday, March 30<sup>th</sup>; Batting Cage nets have been ordered; and Panels for Porter Park in the works.

**ADDITION OF ITEMS TO THE MEETING AGENDA RECEIVED AFTER CLOSE OF AGENDA DEADLINE (BY UNANIMOUS CONSENT OF ALL MEMBERS PRESENT).** – NONE

**UNFINISHED BUSINESS – NONE**

**NEW BUSINESS –**

- 1. Approval of the purchase of a Bobcat E55 mini-excavator and attachments in the amount of \$64, 059.32 per State Contract Pricing.**

**A motion was made by Vice Mayor Stockton, second by Council Member Childs to approve the purchase of a Bobcat E55 mini-excavator and attachments in the amount of \$64, 059.032 per State Contract Pricing**

**The motion passed with a unanimous roll call vote. 7 Ayes**

- 2. Approval to rescind prior Council authorization to Opt-Out of Offering Pre-65 Retirees access to the City Health Insurance**

**A motion was made by Vice Mayor Stockton, second by Council Member Humphreys to rescind the prior Approval to Opt-Out of Offering Pre-65 Retirees City Health Insurance**

**The motion passed with a unanimous roll call vote. 7 Ayes**

- 3. Authorization for the City Manager and City Attorney to proceed with drafting ordinance amendments and policies relating to the sale of beer at certain City Events**

**A motion was made by Council Member Wright Authorizing the City Manager and City Attorney to proceed with drafting ordinance amendments and policies relating to the sale of beer at certain City Events**

**Mayor Neal called for a second**

**The motion failed for lack of a Second to the motion.**

- 4. Approval to surplus City Property**

**A motion was made by Vice Mayor Stockton, second by Council Member Brackett to approve the attached list of surplus City Property to sell.**

**The motion passed with a unanimous roll call vote. 7 Ayes**

- 5. Authorization for the Mayor to enter into a contract with community Development Partners, LLC for the formulation of an ADA Transition Plan for the City of Kingston**

**A motion was made by Council Member Brackett, second by Council Member Wright to Authorize the Mayor to enter to enter into a contract with community Development Partners, LLC for the formulation of an ADA Transition Plan for the City of Kingston**

**The motion passed with a unanimous roll call vote. 7 Ayes**

- 6. Authorization for the City Attorney to begin the process of abandoning City Dedicated Properties on Kingwood Street**

A motion was made by Council Member Wright, second by Council Member Childs to Authorize the City Attorney to begin the process of abandoning City Dedicated Properties on Kingwood Street

The motion passed with a unanimous roll call vote. 7 Ayes

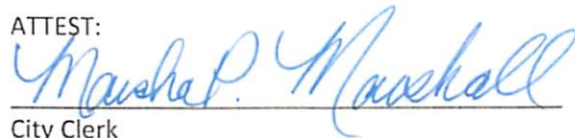
Mayor Neal adjourned the meeting.

APPROVED March 12, 2019

A handwritten signature in blue ink, appearing to read "Timothy Neal", written over a horizontal line.

Tim Neal, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Marsha P. Marshall", written over a horizontal line.

City Clerk

**City of Kingston Fire Department**  
**Surplus Vehicle**

**Make:** Thomas #50

**Model:** 1T7

**Year:** 2000

**Mileage:** 159670.4

**Vin:** 1T7HR3B2541080851

**Pertinent Info:** Needs rear exit door, seats have mildew, body damage, does run

**Make:** Thomas #22

**Model:** SAF

**Year:** 2001

**Mileage:** 136593.9

**Vin:** 1T7HR3B2711093574

**Pertinent Info:** Does not run

**Make:** Thomas #79

**Model:** SAF

**Year:** 2001

**Mileage:** 79454.8

**Vin:** 1T7HR3B2211093580

**Pertinent Info:** Runs good, has been services, seats have mildewed, some body damage

**City of Kingston Fire Department**  
**Surplus Equipment**

<b><u>Brand</u></b>	<b><u>Model</u></b>	<b><u>Serial Number</u></b>
Motorola-Radio	HT 750	672HEGG983
Motorola- Radio	HT 750	672TAYD827
Motorola- Radio	HT1250	749THLR903
Motorola- Radio	HT 1000	402AUQ0111Z
Motorola- Radio	HT 1000	402AUQ0110Z
Motorola- Radio	HT 750	672TADYD833
Motorola- Radio	HT 750	672TAWM338
Motorola- Radio	HT 750	672TAYD834
ReIm- Radio		06623C3192
Icom- Base Radio		73613
GE Comm- Base Radio		948176
Motorola- Base Radio		778FQQ0776

Motorola- Pager	Minitor 5	A03KMS9238BC
Motorola- Pager	Minitor 5	136WHN5637
Motorola- Pager	Minitor 5	136WGC8909
Motorola- Pager	Minitor 5	136WGJ3035
Motorola- Pager	Minitor 4	839SCS23PF
Motorola- Pager	Minitor 4	136WEQZCVM
Motorola- Pager	Minitor 4	839SDW2CJH
Motorola- Pager	Minitor 3	S253BZG25N4

Motorola- Pager	Minitor 3	253BAE25KG
Motorola- Pager	Minitor 3	S253BZG25N2
Grace- Pass	SUPERPASS 2	04010383H
Grace- Pass	SUPERPASS 2	04010065H
Grace- Pass	SUPERPASS 2	05110149H
Grace- Pass	SUPERPASS 2	05110203H
Grace- Pass	SUPERPASS 2	04010346H

Grace- Pass	SUPERPASS 2	03120195H
Grace- Pass	SUPERPASS 2	02080843H
Grace- Pass	SUPERPASS 2	99120860
Grace- Pass	SUPERPASS 2	04010424H
Grace- Pass	SUPERPASS 2	04010423H
Grace- Pass	SUPERPASS 2	03120154H
Grace- Pass	SUPERPASS 2	03120186H
Grace- Pass	SUPERPASS 2	99121324

**In Total**

- 9 Portable Radios
- 3 Base Radios
- 10 Pagers
- 13 PASS Devices

**KINGSTON POLICE**

**DEPARTMENT VEHICLE FOR SURPLUS**

**2006 FORD EXPLORER**

**VIN 1FMEU72EX6UB17173**

**2001 FORD EXPEDITION**

**VIN 1FMFU16LX1LB19308**

# Public Works

GOV DEALS SELLING LIST

JAN 24, 2019

1. Georgia Buggy Model T-79 (s.n. 7318)
2. Elephant vac (133 hrs)
3. Musco Lights
4. Exhaust Fan
5. Bush Hog (For Parts)
6. Tractor 2910 (2237 hrs showing)
7. Small Box Trailer
8. Trailer 16'
9. Trailer 8'
10. Air Compressor Ingersoll-Rand 146949-485-911
11. 2 1998 Chevy 350 Engine and Transmission (will start will boost, Condition unknow miles are 125000)



**CONTRACT AGREEMENT BETWEEN  
COMMUNITY DEVELOPMENT PARTNERS, LLC  
AND  
CITY OF KINGSTON, TN**

**THIS IS AN AGREEMENT made as of March 7, 2019, between the CITY OF KINGSTON, Tennessee (hereinafter called the CLIENT) and COMMUNITY DEVELOPMENT PARTNERS, LLC (hereinafter called the CONSULTANT).**

**WHEREAS, The Tennessee Department of Transportation notified all cities and counties with (50) employees or more in November of 2016, they must have an ADA Transition Plan and Self Evaluation in place by December of 2019, in order to continue to receive Transportation Funds; and**

**WHEREAS, the CLIENT desires to engage the CONSULTANT to render the scope of services and deliverables in connection with the ADA Transition Plan; and**

**WHEREAS, the CONSULTANT agrees to complete the ADA Transition Plan in compliance with all applicable state and federal program guidelines on behalf of the CLIENT.**

**NOW, THEREFORE, BE IT RESOLVED THAT the CLIENT and CONSULTANT do mutually agree as follows:**

**ARTICLE I - EMPLOYMENT OF THE CONSULTANT**

**The CLIENT hereby agrees to engage the CONSULTANT and the CONSULTANT agrees to provide planning and professional services in support of the aforementioned ADA Transition Plan. The CONSULTANT'S services shall be rendered in a prompt, timely and professional manner, and in accordance with applicable State/Federal regulations and requirements.**

**ARTICLE II - SCOPE OF SERVICES**

**The CONSULTANT shall provide planning and professional services to the CLIENT as required to undertake and complete the scope of services for the ADA Transition Plan. Services rendered by the CONSULTANT in support of this project shall be those described in ATTACHMENT A to this AGREEMENT.**

**ARTICLE III - TIME OF PERFORMANCE**

**CONSULTANT services provided under this AGREEMENT shall commence upon the signing of this contract and will continue for up to 350 days. The completion date and presentation of the final planning document must be delivered no later than December 31, 2019. The CONSULTANT shall assist the CLIENT in ensuring that the**

ADA Transition Plan activities are undertaken and completed in accordance with the approved Scope of Services.

#### **ARTICLE IV - RESPONSIBILITIES OF THE CLIENT**

The CLIENT agrees to provide, at no expense to the CONSULTANT, maps, documents and other readily available materials and information, and such other general assistance, as may be needed to facilitate fulfillment of the CONSULTANT'S obligations under this AGREEMENT. The CLIENT will be responsible for the coordination of all local resources.

#### **ARTICLE V - COMPENSATION AND METHOD OF PAYMENT**

For satisfactory completion of all services specified under this agreement the CLIENT agrees to pay the CONSULTANT a fee of FOURTY SIX THOUSAND THREE HUNDRED NINETY NINE DOLLARS (\$46,399.00). Payments shall be due upon receipt of periodic written statements setting forth the services, and payments associated with such efforts as specified under ATTACHMENT A of this AGREEMENT.

#### **ARTICLE IV TERMS AND CONDITIONS**

The CONSULTANT and CLIENT agrees to the following terms and conditions:

1. **Termination of Contract for Cause:**

If, through any cause, the CONSULTANT shall fail to fulfill in the timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the CLIENT shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this Contract shall, at the option of the CLIENT become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any breach of the Contract by the CONSULTANT, and the CLIENT may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CLIENT from the CONSULTANT is determined.

2. **Termination for Convenience of the CLIENT:**

The CLIENT may terminate this Contract at any time by giving at least fifteen (15) days' notice in writing to the CONSULTANT. IF the Contract is terminated by the CLIENT as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination day. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

**3. Personnel:**

All of the services required hereunder will be performed by the CONSULTANT inclusive of consultant partners.

**4. Assignability:**

The CONSULTANT shall not assign any interest on its contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the CLIENT thereto. Provided, however, that claims for money by the CONSULTANT from the CLIENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.

**5. Reports and Information:**

The CONSULTANT, at such times and in such forms, shall furnish to the CLIENT such periodic reports and deliverables pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**6. Copyright:**

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the CONSULTANT.

**7. Compliance with Local Laws:**

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the CLIENT harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

**8. Equal Employment Opportunity:**

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship interests of the United States.

**9. Civil Rights Act of 1964:**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The CONSULTANT shall be in compliance with the CLIENT'S Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to or operation of its programs, services or activities. With regard to all aspects of the contract COMMUNITY DEVELOPMENT PARTNERS certifies and warrants it will comply with this policy.

**10. Interest of Members of the Client:**

No member of the governing body of the CLIENT and other officer, employee, or agent of the CLIENT who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

**11. Interest of Other Local Public Officials:**

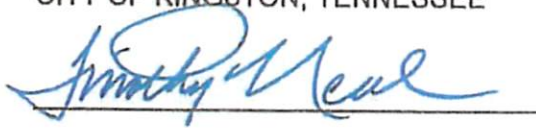
No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

**12. Interest of the CONSULTANT and Employees:**

The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this CONTRACT AGREEMENT on March 7, 2019.

CITY OF KINGSTON, TENNESSEE

  
\_\_\_\_\_

Title: Mayor

ATTEST:

  
\_\_\_\_\_

COMMUNITY DEVELOPMENT PARTNERS, LLC

  
\_\_\_\_\_

Title: President

ATTEST:

  
\_\_\_\_\_

## **ATTACHMENT A**

- 1. KINGSTON ADA TRANSITION PLAN - The CONSULTANT will develop a Americans with Disabilities Act (ADA) Transition Plan for the CLIENT, The CONSULTANT shall be paid a total of a fee of FOURTY SIX THOUSAND THREE HUNDRED NINETY NINE DOLLARS (\$46,399.00) to be invoiced periodically throughout the duration of the planning process based on the percentage of completion of the following Scope of Services work tasks. The Scope of Service and Deliverables to be provided shall include:**

### **A. SCOPE OF SERVICES**

- 1. Develop and carry out a public participation program that involves interested persons in the development of the ADA transition plan. Special efforts will be made to include those with disabilities or organizations representing those with disabilities in these activities. Public participation activities will include a citizen advisory group, public meeting, and public surveys<sup>1</sup>.**
- 2. Standards will be clearly defined as to when the level of accessibility is unacceptable following ADA requirements as set forward in the Americans with Disabilities Act, the ADA Accessibility Guide (ADAAG), the Public Right-of-Way Accessibility Guidelines (PROWAG), the Department of Justice, and those set forward by the advisory committee.**
- 3. An inventory and conditions survey will identify and document physical barriers to ADA accessibility on the sidewalks in the right-of-way managed by the City, public facilities owned and operated by the City, as well as barriers due to policies and procedures carried out by the City.**
- 4. An implementation plan that incorporates cost estimates and a schedule for improvements to remove barriers by priority. The Plan will also provide potential funding sources for improvements.**
- 5. Identify a post-construction survey methodology which can be employed by the City to ensure that future implementation projects are properly installed.**
- 6. Compile ADA Transition Plan report that effectively documents public input, inventory of existing barriers to accessibility, cost estimates and a schedule for barrier removal and needed policy and procedural changes, and a monitoring program for ensuring proper installation of future improvements. An initial draft report will be generated for review by Kingston. Based on client feedback, a final report will be generated.**

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<sup>1</sup> Please note, the public participation components of the Plan will be carried out as a joint effort between the Cities of Kingston, Rockwood, and Harriman, and will include representatives from all three Cities.

## **ATTACHMENT B**

### **B. DELIVERABLES LIST**

**It is expected that the CONSULTANT will provide the following deliverables to the CLIENT. A minimum of 2 hard copies and 1 electronic format is required.**

- 1. Draft ADA Transition Plan Report**
- 2. Final ADA Transition Plan Report including narratives, maps, graphics, recommendations, funding opportunities and timelines**
- 3. Map products in digital/GIS format to be included on Thumb Drive**