

REGULAR MEETING KINGSTON CITY COUNCIL

TUESDAY, JUNE 9, 2020 – 6:00 P.M.

KINGSTON CITY HALL

IN KEEPING WITH SOCIAL DISTANCING RECOMMENDATIONS RELATED TO THE SPREAD OF COVID-19, THIS MEETING WAS OPENED TO THE PUBLIC UNDER THE GUIDELINES OUTLINED IN EXECUTIVE ORDER 38. IN ADDITION, IT WAS LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV, AND A LINK TO THE VIDEO WILL BE POSTED TO OUR FACEBOOK PAGE.

The Kingston City Council met in regular session on Tuesday, June 9, 2020 at 6:00 p.m. Mayor Neal called the meeting to order. City Attorney Jack McPherson gave the Invocation and Council Member Childs 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, City Clerk Kelly Jackson, Finance Director Michelle Kelley and City Attorney Jack McPherson.

PREVIOUS MINUTES

A motion was made by Member Childs, second by Vice Mayor Stockton to waive the reading and approve as written the minutes of the regular meeting on May 12, 2020.

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

PERSONS TO APPEAR/CITIZEN COMMENTS:

Mayor Neal presented a plaque to Carolyn Brewer recognizing her 41 ½ years of dedicated service to the City of Kingston. Congratulations to Carolyn on her Retirement at the end of June 2020 !! The City of Kingston will honor Carolyn at a retirement party.

REPORTS – MAYOR AND COUNCIL –

- Member Childs-Commented on the good work of the City Employees
- Vice Mayor Stockton-updated progress of the new arbors constructed at Fort Paws Dog Park
- Member Brown-introduced Resolution 06-20-05 passed by the Roane County Commission in support of the proposed development located at the Southwest Point Golf Course property. Member Brown requested this copy become a part of our Minutes.

CITY MANAGER – Mr. Bolling recognized the dedicated work of the Kingston Police Department and neighboring law enforcement agencies during the protest on June 6, 2020. He also gave updates on the following:

- Continued implementation of the new Attendance on Demand Time Keeping software
- Kingston Fire Department held their fundraising Golf Tournament which raised money for equipment
- Annexation hearing will be held next month for the Kingston Point property
- Upcoming 5% Increase in Insurance Premiums

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. Consideration to hold a concert at the Fort Southwest Point Amphitheater on July 4th and to authorize the expenditure of the necessary funding**

A motion was made by Council Member Humphreys, second by Vice Mayor Stockton to have the Grand Opening at the Amphitheater with the Concert on July 4th to be funded by donations that have already been pledged to cover the event.

Roll call vote

Council Member Brackett – Yes
Council Member Brown – No
Council Member Childs – Yes
Council Member Humphreys – Yes

Vice Mayor Stockton – Yes
Council Member Wright – Yes
Mayor Neal – No

Motion passed with 5 Ayes and 2 Nay Vote

- 2. Consideration to authorize the City Manager to withdraw from the TDOT Local Interstate Connector project for the expansion of Dogwood Drive**

A motion was made by Member Brown, second by Member Childs authorize the City Manager to withdraw from the TDOT Local Interstate Connector project for the expansion of Dogwood Drive

Roll call vote

Council Member Brackett – No
Council Member Brown – Yes
Council Member Childs – Yes
Council Member Humphreys – No

Vice Mayor Stockton – Yes
Council Member Wright – Yes
Mayor Neal – Yes

Motion passed with 5 Ayes and 2 Nay Vote

- 3. Consideration to approve the FY 20-21 E-911 contract**

A motion was made by Member Brown, second by Member Brackett to approve the FY 20-21 E-911 contract

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

- 4. Consideration of Resolution 20-06-09-01, a resolution requesting that the State of Tennessee Local Government Planning Advisory Committee remove the designation and authority of the Kingston Planning Commission to administer and provide planning services and subdivision regulations outside the city limits of the City of Kingston**

A motion was made by Member Wright, second by Member Childs to approve Resolution 20-06-09-01, a resolution requesting that the State of Tennessee Local

Government Planning Advisory Committee remove the designation and authority of the Kingston Planning Commission to administer and provide planning services and subdivision regulations outside the city limits of the City of Kingston

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

5. Consideration of nominations to fill two seats on the Parks and Recreation Board due to expiring terms.

Member Brown nominated Ruth Thompson. Member Humphreys nominated Paul Rogers.

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

6. Consideration to approve the FY 20-21 animal shelter contract.

A motion was made by Member Brown, second by Vice Mayor Stockton to approve the FY 20-21 animal shelter contract

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

7. Consideration to approve the first reading of Ordinance 20-06-09-01, an ordinance amending the municipal zoning code to increase the fee for appeals to the Board of Zoning Appeals.

A motion was made by Member Wright, second by Member Brackett to approve the first reading of Ordinance 20-06-09-01, an ordinance amending the municipal zoning code to increase the fee for appeals to the Board of Zoning Appeals.

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

8. Consideration of Resolution 20-06-09-02, a resolution to temporarily continue the fiscal year 2020 annual operating budget of the City of Kingston, Tennessee for fiscal year 2021.

A motion was made by Member Brackett, second by Member Humphreys to approve Resolution 20-06-09-02, a resolution to temporarily continue the fiscal year 2020 annual operating budget of the City of Kingston, Tennessee for fiscal year 2021.

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

9. Consideration to authorize the City Manager to apply for the 2020 State of Tennessee Tourism Enhancement Grant

A motion was made by Member Wright, second by Vice Mayor Stockton to authorize the City Manager to apply for the 2020 State of Tennessee Tourism Enhancement Grant.


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

Mayor Neal adjourned the meeting at 6:25 pm

APPROVED 8-11-20



Tim Neal, Mayor

ATTEST:


City Clerk



Office of the County Executive Roane County Courthouse

June 11, 2020

Honorable Tim Neal
Mayor, City of Kingston
900 Waterford Place
Kingston, TN 37763

David Bolling
City Manager, City of Kingston
900 Waterford Place
Kingston, TN 37763

Subject: Former Southwest Point Golf Course Property

Dear Mayor Neal and City Manager, David Bolling:

The Roane County Commission meeting in regular session on June 8, 2020 passed Resolution #06-20-05 in support of the City of Kingston and the developers of the former Southwest Point Golf Course property.

We look forward to the future of the Southwest Point Golf Course Property Development.

Sincerely,

Ronald B. Woody
County Executive

Enclosure: Resolutions 06-20-05

RESOLUTION NO. 06-20-05
IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION supporting the City of Kingston and the developers of the former Southwest Point Golf Course property

WHEREAS, Southwest Point Golf Course Property for a number of years has been on the market for sale, and;

WHEREAS, Roane County has worked with a potential developer to continue as a recreation area proposing use as multi-sports complex, but the development never materialized , and;

WHEREAS, the Southwest Point Golf Course owner continued to try and sale the property and was recently successful in selling to a developer for a potential marina, residential development and high scale RV Park and;

WHEREAS, the county has been supportive of the seller and potential future development in taking a property underutilized to make a high-scaled development adding to the culture and diversity of the area.

NOW, THEREFORE BE IT RESOLVED that the Roane County Commission herein and hereby recommend that the Tennessee Valley Authority and other governmental agencies work with the Kingston Partners for the successful Development of the former Southwest Point Golf Course Property.

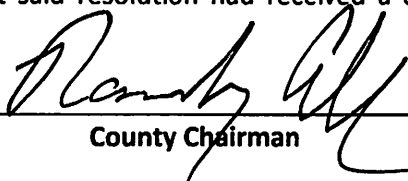
BE IT FUTHER RESOLVED that the Roane County Commission support the City of Kingston and their leadership as the City of Kingston works within Kingston Partners for the successful Development of the former Southwest Point Golf Course Property.

UPON MOTION of Commissioner Wilson, seconded by Commissioner Moore, the following Commissioners voted **Aye**: Bell, Berry, Cunningham, East, Ellis, Gann, Hendrickson, Hester, Hickman, Hooks, Meadows, Moore, White, and Wilson. (14)

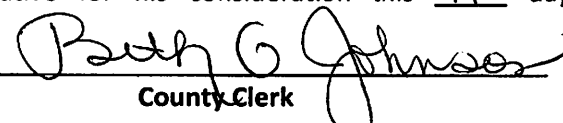
The following Commissioners passed: -0-

The following Commissioners voted No: -0-

THEREUPON the County Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

APPROVED: 
County Chairman

The foregoing resolution was submitted to the County Executive for his consideration this 11th day of June, 2020.

ATTESTED: 
County Clerk

I approve ☒ veto the foregoing resolution this, the 11 of June 2020.


County Executive

Submitted by Ron Woody County Executive

ROANE COUNTY EMERGENCY COMMUNICATIONS DISTRICT
PO BOX 236, 330 CARDIFF VALLEY ROAD
Rockwood, Tennessee 37854
865-354-0704
FAX 865-354-8041 or ~~354-4983~~

June 1, 2020

Mr. Tim Neal
Kingston City Mayor
900 Waterford PL
Kingston, TN 37763

Dear Mr. Neal:

Attached please find the Dispatch Agreement for the ~~2020/2021~~ fiscal year. The annual payment is \$79,938.00 making the monthly payment \$6,661.50. (This amount reflects no increase from the previous year.)

Please sign and date the agreement and return the original to Central Dispatch for our audit files. When this is signed by our Board, a copy will be returned for your files.

Yours truly,



Cody Anderson
RCECD/Director

AGREEMENT

Whereas, the Roane County Emergency Communications District, hereinafter referred to as District, and the City of Kingston, hereinafter referred to as Kingston, desire to enter into an agreement.

Whereas, the District was created pursuant to pertinent Tennessee statute by the people of Roane County in a referendum on August 2, 1990.

Whereas, the District was established for the purpose of providing a system of emergency communications and whereby the telephone user could, by dialing 9-1-1, be electronically connected to Public Safety Answering Point (PSAP) so that emergency services might be dispatched.

Whereas, the duly elected Board of Directors of the Roane County Emergency Communications District has determined that it is in the best interest of Roane County that one PSAP be located centrally in the County rather than providing PSAP's to each jurisdiction.

Whereas, control of the E-911 services is within the exclusive prerogative of the District.

Whereas, the District desires to contract with Kingston to provide dispatching services for Kingston.

WITNESSETH

The parties hereby covenant and agree, to-wit:

1. Kingston agrees to make annual payment to the District in the sum of Seventy-nine Thousand Nine hundred thirty-eight (\$79,938.00) Dollars for its share of the costs to dispatch E-911 calls. This sum shall be paid in equal monthly payments of \$6,661.50 on the first day of each month until paid in full.
2. The District agrees to provide twenty-four (24) hour dispatching with dispatchers trained according to national standards.
3. Both parties agree that the said dispatching will emanate from an Emergency Operations Center but nothing shall prevent Kingston from maintaining a separate non-emergency communications system, at its own expense.

4. All emergency 911 telephone calls originating from Kingston will be directed electronically to the Central Emergency Communications System.
5. The parties agree that the system will be governed by the rules and regulations promulgated by the Board of Directors of the District, pursuant to State law.
6. The parties further agree that Kingston shall have representation on said Board.
7. The parties agree that an advisory committee shall be appointed with one representative from the District and one representative from each user to make suggestions to the Board regarding the rules and regulations governing the operation of the Emergency Operations Center.
8. The parties agree that the District shall hold Kingston harmless from any injuries to person or property as a result of the negligence of the District or its employees or agents, except for any injuries to person or property caused by the negligence of Kingston.
9. The parties agree that no discrimination will be made, all laws will be observed, specifically including those relating to employment, so that no person, otherwise qualified, is denied an opportunity to be considered for employment on the basis of race, national origin, creed, age, sex or handicap.
10. This Agreement shall stay in full force and effect for a period of one (1) year, July 1, 2020 to June 30, 2021. This agreement shows no increase from the previous year. This can be revisited on annual basis and agencies notified in time for their budget planning.
11. If any court of competent jurisdiction should declare any part of this Agreement void, illegal or otherwise ineffective, such provision shall be severed from the Agreement and the Agreement shall otherwise remain in effect according to its remaining terms and provisions, unless the severed portion is so material as to substantially alter the balance of interests expressed in the Agreement, in which event the Agreement shall fail and be of no effect, except the provisions hereof regarding liability and indemnification, supra, which shall not be effected unless specifically declared void by court order.
12. This contract may not be assigned. Any assignment of this contract without the written consent of the parties shall render the contract void.

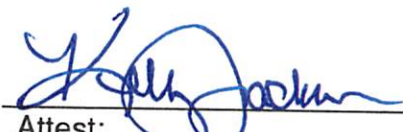
13. This Agreement shall not be altered, revised, modified or amended unless in writing and approved by both parties.

The City of Kingston

Roane County Emergency
Communications District


Kingston City Mayor

Board Chairman


Attest:

Attest:

Date: 6-9-2020

Date: _____

RESOLUTION 20-06-09-01

A RESOLUTION REQUESTING THAT THE STATE OF TENNESSE LOCAL GOVERNMENT PLANNING ADVISORY COMMITTEE REMOVE THE DESIGNATION AND AUTHORITY OF THE KINGSTON PLANNING COMMISSION TO ADMINISTER AND PROVIDE PLANNING SERVICES AND SUBDIVISION REGULATION OUTSIDE THE CITY LIMITS OF THE CITY OF KINGSTON

WHEREAS, pursuant to the provisions of Tennessee Code Annotated Sec. 13-4-101, a municipal planning commission was created for the City of Kingston, known as the Kingston Municipal Planning Commission; and,

WHEREAS, the said municipal planning commission was designated as a regional planning commission for certain territory located contiguous to, but outside of, the city limits of the city of Kingston to provide planning services and administer subdivision regulations in said territory; and

WHEREAS, the City of Kingston now desires that the authority of the Kingston Planning Commission to administer planning and subdivision regulations in said contiguous area be removed and transferred to the Roane County Regional Planning Commission of Roane County, Tennessee; and

WHEREAS, the Roane County Regional Planning Commission and its staff are actively involved in planning, subdivision regulations, and zoning in its designated planning region.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kingston that the State of Tennessee Local Government Planning Advisory Committee take official action to remove any and all extraterritorial regional planning and regulatory authority devolved upon the Kingston Planning Commission, while allowing the said commission to retain all planning and subdivision authority within the city limits of the city of Kingston.

BE IT FURTHER RESOLVED that the State of Tennessee Local Government Planning Advisory Committee take action to redefine the region located contiguous to, but outside of, the city limits of the City of Kingston, Tennessee and incorporate said territory into the planning region of Roane County, Tennessee. Said planning region is depicted on the attached map entitled "PLANNING REGION AND URBAN GROWTH WORKMAP, KINGSTON, TENNESSEE, Draft Revision: June 14, 2018."

RESOLVED, this the 9 day of June, 2020.



Mayor



City Clerk

**AGREEMENT By and Between the City of Kingston and
Roane County, Tennessee (Animal Shelter)**

THIS AGREEMENT made and entered into this 9 day of June, 2020, by and between
Kingston, TENNESSEE (City) and ROANE COUNTY, TENNESSEE (County).

WITNESSETH

Whereas, the presence of stray animals in Kingston City is a public nuisance and

Whereas, it is necessary toward the abatement of said nuisance that the City provide a shelter for
impounded and other stray animals until they can be placed or humanely disposed of, and

Whereas, the City deems it most efficient and economical to contract with the County for operation of
an animal shelter, and

Whereas, the County is willing to undertake the operation of such a shelter

NOW THEREFORE, in consideration of these premises, it is mutually agreed as follows:

The Roane County Animal Shelter is hereby employed to house all animals impounded by the
Kingston
Kingston City Animal Control OR animals brought to the shelter by the citizens of

In the furtherance of these obligations, **ROANE COUNTY** shall:

1. Furnish animal shelter facilities located on Manufacturers Road in Rockwood, Tennessee.
2. Provide proper food, water, shelter, and other humane treatment for all lost, stray, homeless or at-large animals, and animals in which have bitten persons, which come into its custody, until such animals are placed or humanely disposed of by the County.
3. Accept and hold lost, stray, homeless or at-large animals impounded by Kingston City.
4. Make reasonable attempts to notify the owner of any impounded animals.
5. Maintain permanent records of all animals received at the animal shelter including the following: a description of the animals, received at the animal shelter including the following: a description of the animals, date, time and place that the animal was impounded.
6. Each animal brought to the shelter will be kept for a minimum of three(3) days, including the day of pickup, unless an animal is sick, diseased, injured or of a vicious nature. Said animals may be humanely euthanized immediately.
7. All animals which are in custody as the result of cruelty investigation or prosecution by Kingston City shall be kept until released by the courts.
8. It shall be the responsibility of each Animal Control Officer to unload animals brought to the shelter. In order to prevent the spread of disease, Animal Control Officers shall be required to

clean their trucks after unloading. The shelter will provide water and disinfectant for this purpose.

In return for services provided by the Roane County Animal Shelter, Kingston City shall be responsible for a sum of fifteen (15) dollars per animal, for a maximum of three (3) days. The above fees will begin being incurred on ~~January 1, 2020~~

July 1, 2020

This agreement shall expire on June 30, 2021.

This agreement may be cancelled by either party upon a thirty (30) day notice to the other party.

This the 9 day of June, 2020.

CITY OF Kingston

By: [Signature]
MAYOR

ROANE COUNTY, TENNESSEE

By: [Signature]
COUNTY EXECUTIVE

RESOLUTION NO. 20-06-09-02

A RESOLUTION TO TEMPORARILY CONTINUE THE FISCAL YEAR 2020 ANNUAL OPERATING BUDGET OF THE CITY OF KINGSTON, TENNESSEE FOR FISCAL YEAR 2021.

WHEREAS, the Municipal Budget Law of 1982 as codified in *Tennessee Code Annotated* Section 6-56-210 permits the appropriations for the last fiscal year to become the appropriations for the next budget year, until the adoption of the new budget ordinance; and

WHEREAS, the financial plan and appropriations budget for the city of Kingston for the fiscal year beginning July 1, 2020 will not be completed and adopted by June 30, 2020

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Kingston, Tennessee, that:

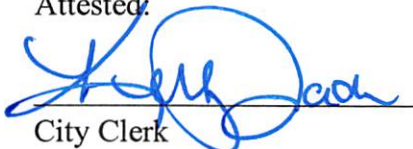
Section 1. The City of Kingston hereby extends, formally adopts, and otherwise ratifies a temporary continuation budget to provide authority for appropriations until the annual budget and capital program ordinance can be adopted.

Section 2. This continuation budget shall be based on the operating appropriations of the fiscal year 2020 annual operating budget and that it will serve as the legal authority for expenditures for fiscal year 2021 until the adoption of the actual fiscal year 2021 budget.

Section 3. Expenditures made under this budget for operating expenses will not exceed those authorized by the municipal governing body for the same period in fiscal year 2020 and shall not exceed revenues received during the period the continuation budget is in force plus cash available at June 30, 2020. Capital expenditures may not be made through the authority of this continuation budget.

Section 4. Debt service obligations coming due under the continuation budget period are authorized for payment under the continuation budget and such obligations shall be met before any other expenditure, but total operating expenditures plus debt service payments shall not exceed revenues received during the period the continuation budget is in force plus cash available at June 30, 2020.

Attested:


City Clerk


Mayor