



KINGSTON CITY COUNCIL

Regular Meeting

Tuesday, February 9, 2021

6:00 P.M.

A G E N D A

- 1. Call to Order**
- 2. Invocation and Pledge**
- 3. Roll Call**
- 4. Approval of Previous Minutes**
- 5. Citizens Comments/Persons to Appear/Proclamations**
 - A. None
- 6. Reports**
 - A. Mayor and Council
 - B. City Manager's Report
- 7. Addition of items to the meeting agenda received after close of agenda deadline (By unanimous consent of all members present)**
- 8. Unfinished Business**
 - A. Consideration to approve the second reading of Ordinance 21-1-12-01, an ordinance establishing policies and procedures for the Water Department
- 9. New Business**
 - A. Consideration to select either PATH or TRANE to conduct a no-cost / no-obligation comprehensive energy efficiency audit for the City of Kingston, and to authorize the City Manager to enter in to an agreement with the selected company for the performance of said audit
 - B. Consideration to authorize the Mayor to enter in to a contract with Michael Brady Incorporated for design, engineering and bid related services for the Community Center roof at an amount not to exceed \$32,000
 - C. Consideration of Resolution 21-02-09-01, a resolution authorizing the purchasing credit card certificate
 - D. Consideration to authorize the Mayor to execute an easement agreement with Old Capitol Town, LLC regarding future utility easements and liability for 615 N. Kentucky Street

IN AN EFFORT TO HELP REDUCE THE SPREAD OF COVID-19, THIS MEETING WILL TAKE PLACE VIA ZOOM. THE MEETING WILL BE OPEN TO THE PUBLIC AND ALSO LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND POSTED TO OUR FACEBOOK PAGE.

REGULAR MEETING KINGSTON CITY COUNCIL

TUESDAY, JANUARY 12, 2021 – 6:00 P.M.

KINGSTON CITY HALL

IN AN EFFORT TO HELP REDUCE THE SPREAD OF COVID-19, THIS MEETING WAS CONDUCTED THROUGH ZOOM AND WAS LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND WAS POSTED TO OUR FACEBOOK PAGE.

The Kingston City Council met in regular session on Tuesday, January 12, 2021 at 6:00 p.m. Mayor Tim Neal called the meeting to order. Council Member Tony Brown gave the Invocation and Mayor Tim Neal led the pledge. Upon roll call the following members were present: Council Member Tony Brown, Council Member Randy Childs, Council Member Jeff Griffis, Vice-Mayor Becky Humphreys, Council Member Tara Stockton, Council Member Stephanie Wright and Mayor Tim 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 Stockton, second by Vice-Mayor Humphreys to waive the reading and approve as written the minutes of the regular meeting on December 8, 2020, Special Called Meeting on December 17, 2020 and the Special Called Meeting on December 21, 2020

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

PERSONS TO APPEAR/CITIZEN COMMENTS:

- Richard Hill of Mitchell, Emert and Hill, P.C. to formally present the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2020.
- Brad Taylor explained his role as a Primary Contractor for PATH in regards to the energy efficiency audit.

REPORTS – MAYOR AND COUNCIL –

- Vice-Mayor Humphreys-advised that Fundraising for the 2021 July 4th Celebration is underway

CITY MANAGER – Mr. Bolling provided updates on the following topics:

- COVID Protocols for Indoor City Facilities are still in place and are evaluated monthly.
- Collection of Property Taxes. Approximately 1.2 Million already collected.
- Greenway repair project is underway dependent on weather
- Overview of the Assistance to Firefighters Grant (Agenda Item F)

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 –

- A. Consideration to accept the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2020**

A motion was made by Council Member Stockton, second by Member Childs to accept the Comprehensive Annual Financial Report for the fiscal year ended June 30, 2020

The motion passed with a unanimous roll call vote. 6 Ayes

B. Consideration to appoint a member of Council to fill the vacant City Council representative seat on the Library Board.

A motion was made by Council Member Wright, second by Council Member Stockton to appoint Council Member Jeff Griffis to fill the vacant City Council Representative seat on the Library Board.

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

C. Consideration to appoint Robert Sparkes to the Beautification Committee to fill an unexpired term ending March 1, 2022

A motion was made by Member Stockton, second by Vice-Mayor Humphreys to appoint Robert Sparkes to the Beautification Committee to fill an unexpired term ending March 1, 2022

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

D. Consideration to approve the first reading of Ordinance 21-1-12-01, an ordinance establishing policies and procedures for the Water Department.

A motion was made by Member Brown, second by Vice-Mayor Humphreys to approve the first reading of Ordinance 21-1-12-01, an ordinance establishing policies and procedures for the Water Department.

Further discussion ensued and it was recommended to make changes to the numbering of the policies and to clarify the Water Adjustment Policy prior to the second reading.

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

E. Consideration to select either PATH or TRANE to conduct a no-cost / no-obligation comprehensive energy efficiency audit for the City of Kingston, and to authorize the City Manager to enter in to an agreement with the selected company for the performance of said audit.

Failed due to the lack of a Motion.

F. Consideration of approval for the Fire Department to apply for the 2021 Assistance to Firefighters Grant and to authorize the commitment of 5% local matching funds.

A motion was made by Council Member Childs, second by Council Member Stockton to authorize the Fire Department to apply for the 2021 Assistance to Firefighters Grant and to authorize the commitment of 5% local matching funds.

Further discussion ensued. Vice-Mayor Humphreys asked for clarification in regards to the City's commitment. Council Member Brown explained that in the near future all of the Fire/Police radios will need to be replaced.

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

Mayor Neal adjourned the meeting at 6:45 pm

APPROVED _____

Tim Neal, Mayor

ATTEST:

City Clerk

	A	B	C	D
1	Meeting ID	Topic	Start Time	End Time
2	86418358373	Kingston City Council Meeting	1/12/2021 17:27	1/12/2021 18:55
3				
4	Name (Original Name)	User Email	Total Duration (Minutes)	Guest
5	Kelly Jackson	kelly.jackson@kingstontn.gov	89	No
6	David Bolling		88	Yes
7	Brad		142	Yes
8	michelle kelly		70	Yes
9	Tara Stockton	tara.stockton@us.stores.mcd.com	68	Yes
10	Jeff		64	Yes
11	Richard Hill	richardhill@mehcpa.com	28	Yes
12	Russ Phillips	russ@pathcompany.com	54	Yes
13	19018965130		53	Yes
14	Nancy		62	Yes
15	Stephanie Wright		61	Yes
16	Marsha		61	Yes
17	Jack's iPad		60	Yes
18	Becky		61	Yes
19	Randy Childs		60	Yes
20	Hugh Willett		58	Yes
21	Scott Gilmer	scott@pathcompany.com	48	Yes
22	Tony Brown		54	Yes

ORDINANCE NO. 21-01-12-01

**AN ORDINANCE ADOPTING AND ENACTING A COMPREHENSIVE
CODIFICATION AND REVISION OF THE POLICIES AND PROCEDURES FOR THE
BOARD OF WATERWORKS AND SEWERAGE OF THE CITY OF KINGSTON**

WHEREAS, the City Council of the City of Kingston has heretofore adopted certain policies and procedures for use by the Board of Waterworks and Sewerage in the performance of its duties pursuant to T.C.A. 7-35-412; and,

WHEREAS, the various policies and procedures are in need of revision; and,

WHEREAS, the City Council of the City of Kingston deems it to be in the best interest of the City to enact and adopt a comprehensive manual of policies and procedures for the operation of the department of waterworks and sewerage,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSTON THAT:

Section 1. Board of Waterworks and Sewerage Policies and Procedure Manual Adopted. The Waterworks and Sewerage policy and procedure manual attached hereto as Exhibit A is hereby adopted in its entirety.

Section 2. Ordinances Repealed. All ordinances inconsistent with this ordinance and the rules and regulations hereby adopted are repealed to the extent of any such conflict.

Section 3. Severability Clause. The invalidity of any section, subsection, paragraph, sentence or clause in the Waterworks and Sewerage policy and procedure manual of the City of Kingston shall not affect the validity of any other portion of said Rules and Regulations and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted therefrom.

Section 4. Date of Effect. This ordinance shall take effect from and after its final passage, the public welfare requiring it.

Mayor

ATTEST:

City Clerk

Passed first reading 01-12-2021

Passed second reading _____

November 30, 2020

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

Re: Community Center Roof Replacement
MBI Comm. No.: 200822

Dear Mr. Bolling:

We visited the Community Center on 11/24/20 and reviewed the building issues with City maintenance employees who work in the building. This letter describes the necessary design that will be required for replacing the roof, as well as some optional interior design assistance dealing with the water damage. Please be assured that we will do our utmost to service you professionally and efficiently. If at any time you have any questions or concerns, please contact the undersigned at once.

PROJECT INFORMATION

Item	Description
Proposed Improvements / Use	Replace existing single ply roof systems
Site Location	201 Patton Ferry Rd, Kingston, TN

SCOPE OF BASIC SERVICES

- MBI includes industry standard architectural, mechanical, plumbing, and electrical engineering services.
- Assist the Client in filing documents required for the approval of governmental authorities having jurisdiction over the Project.

DESIGN PHASE

- MBI shall investigate existing roof conditions and structure and document.
- MBI shall discuss with the Client suggested roof options and estimated costs.
- MBI shall review applicable building codes.
- MBI will engage with roofing manufacturing representatives for evaluating the most appropriate roofing systems.
- MBI will prepare design phase drawings and specifications for Client review.

CONSTRUCTION DOCUMENT PHASE SERVICES

ARCHITECTURE

- MBI shall prepare for the Client's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work.
- Submit the Construction Documents to the Client.
- Following the Client's approval of the Construction Documents MBI shall assist the Client in bidding, awarding and preparing contracts for construction.
- Optional: Include in construction documents interior finishes (ceilings, floorings, painting) to be included in the construction project.

Chattanooga
University Tower
651 E. Fourth Street, Suite 500
Chattanooga, TN 37403
(o) 423.756.5046

Knoxville
299 N. Weisgarber Road
Knoxville, TN 37919
(o) 865.584.0999

www.mbicompanies.com

Florida
100 Colonial Center Parkway, Suite 230
Lake Mary, FL 32746
(o) 407.585.0330
Architecture: AA26000828
Interiors: IB26000665



ENGINEERING

- **PLUMBING**
 - Determine applicable codes.
 - Provide additional roof drains and details as required.
- **MECHANICAL**
 - Provide details for rooftop HVAC equipment curbs as required
- **ELECTRICAL**
 - Coordinate details for relocating power to lighting, and HVAC equipment, as required
- **STRUCTURAL**
 - Inspect structure impacted by water damage, develop details for repairs as required.

PERMITTING

MBI will submit the documents and associated application paperwork to the local building department for plan review. If plan review comments are issued, MBI will revise the documents as needed to respond to the comments and resubmit them back to the building department. Associated plan review fees, if any, shall be paid by the Client.

BIDDING (As Requested by Client)

- MBI will electronically submit the Construction Documents to a local printing company or a web based file hosting service such as DropBox or Google Drive and Planrooms where potential prime bidders can obtain and reproduce them at their own expense.
- MBI will provide the Client with electronic copies of the documents. Hard copies can be provided as a Reimbursable Expense.
- MBI will attend a pre-bid meeting which will be held near the Project site.
- MBI will receive, review and tabulate the bids and make recommendation to the Client of the apparent successful bidder.

CONSTRUCTION PHASE SERVICES (As Requested by Client)

- MBI's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date MBI issues the final Certificate for Payment.
- MBI will attend 1 pre-construction meeting(s).
- MBI assumes that the construction duration will be 1 month.
 - 2 site visits during construction are assumed.
- Prepare an AIA Certificate of Substantial Completion
- Provide administration of the Contract between the Client and the Contractor.
- Advise and consult with the Client during the Construction Phase Services. MBI shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall MBI be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
- MBI shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. MBI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by MBI, of any construction means, methods, techniques, sequences or procedures.
- MBI shall review and respond to written requests for information about the Construction Documents. MBI's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.
- MBI shall conduct site observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents.
- The Client and MBI acknowledge that in order to construct the Work, the Contractor will provide additional information including Shop Drawings, Product Data, Samples and other similar submittals, which MBI shall review up to two (2) times.

SCHEDULE

- Construction Documents Phase - MBI estimates 25 business days from written authorization to proceed. *
- Construction Phase - 1 month*

**Protracted delays will result in additional services and extended schedule.*

DELIVERABLES

Construction Document Phase - MBI shall prepare for the Client's approval Construction Documents consisting of Drawings and Specifications book setting forth in detail the requirements for the construction of the Work

FEE

Based on the above program, the following lump sum fees will be required for the scopes outlined herein:

Item	Compensation
Design Phase	\$14,000 Lump Sum
Construction Documents Phase	\$8,000 Lump Sum
Permitting	Included
Bidding	\$2,000 Lump Sum
Construction Phase Services	\$3,500 Lump Sum
Optional: Interior Design	\$4500 Lump Sum

MBI's fees for additional services will be the product of the hours worked for the type of services performed multiplied by the hourly rates for the professionals and staff performing the services. Please see attached hourly rates. Direct personnel costs include base salary, payroll taxes, insurance and benefits. Fees for additional services will be submitted for approval prior to start of services.

ADDITIONAL SERVICES

The following items are optional and potential Additional Services and not included in Basic Services but may be required for the Project:

DESIGN AND/OR CONSTRUCTION DOCUMENT PHASES

Civil Engineering; Landscape Design; Architectural Interior Design; Furniture, Furnishings and Equipment Design; Value Analysis; Detailed Cost Estimating; Fast-Track Design Services; Extensive Environmental Responsibility Design; Telecommunications/Data Design; Conformed Construction Documents; Arc Flash and Coordination Studies; Security Systems.

CONSTRUCTION PHASE SERVICES

Post Occupancy Evaluation; On-site Project Representation; As-Designed Record Drawings; As-Constructed Record Drawings.

OTHER

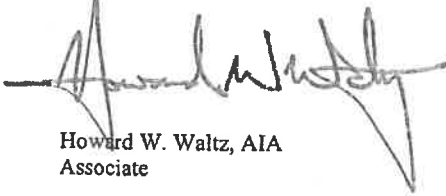
Programming; Measured Drawings; Existing Facilities Surveys; Site Evaluation and Planning; Historic Preservation; LEED Certification; Tenant-Related Services; Security Evaluation and Planning; Commissioning; Coordination of Client's Consultants; Facility Support Services; Land Surveying.

MISCELLANEOUS

This Letter of Engagement, along with the Terms and Conditions of Agreement are part of one and the same document hereinafter referred to as "Agreement" which is a contract. This Agreement constitutes the entire understanding between all parties regarding our engagement for Architectural and/or Engineering services. This Agreement may not be modified except by a further written agreement signed by each party. If there are any questions concerning the terms of this Agreement, please contact the undersigned. By executing this Agreement, you acknowledge the Terms and Conditions of Agreement as part of this contract, and that you have read carefully and understand all of its terms. This Agreement is open for acceptance for a period of 60 days from the date of this letter. If not executed within the 60-day period MBI reserves the right to modify the terms and/or rescind this offer.

By utilizing our services, you acknowledge and accept the terms and conditions set forth in this letter. However, we require confirmation of acceptance by executing all copies of this Agreement and returning all documents to Beth Ann Carter (bethc@mbicompanies.com), Office Administrator, MBI Companies Inc., 299 N. Weisgarber Road, Knoxville, Tennessee 37919-4013 or by emailing the executed contract to howardw@mbicompanies.com. If you have questions, please contact Howard Waltz.

Sincerely,
MBI Companies Inc.



Howard W. Waltz, AIA
Associate



Erin E. Harlow, AIA
Vice President

The City of Kingston

(Authorized Signature)

(Print Authorized Signature)

(Title of Person Authorized to Sign)

ACCEPTED AND AGREED TO THIS

____ DAY OF _____, 20____

Terms and Conditions of Agreement

Project #: 1600.233

1. **Authorization to Proceed and Standard of Care:** Execution of this agreement by Client will be authorization of Michael Brady Inc., hereinafter referred to as "MBI", to proceed with the work, unless otherwise stated in this agreement. MBI shall exercise that degree of care, skill and diligence in rendering all of its services under this Agreement in accordance with that prevailing among a design firm when performing services for projects similar to the Project in the jurisdiction where the project is located (the "Professional Standard"). MBI makes no warranty in this Agreement, express or implied, other than to comply with the Professional Standard in providing services Pursuant to this Agreement.
2. **Payment to MBI:** Unless we agree to other arrangements, we will present to you, after the first of each month, a statement for the services rendered and costs incurred during the prior month and/or which remain unpaid. All invoices are due and payable upon receipt. After Forty-Five (45) days, a carrying charge of one percent (1%) per month may be imposed on any unpaid billings. We accept personal checks and credit cards (Visa, MasterCard, Discover or American Express). If full or satisfactory payment is not made within Forty-Five (45) days from the date of the invoice, work on this Project may be stopped at the discretion of MBI without penalty from the Owner. If legal action is required in order to collect moneys due to MBI, the Client shall be liable for any attorneys' fees and costs incurred in such action in addition to the fees and termination expenses. Said legal action shall take place in Tennessee - MBI's principle place of business - which shall also determine applicable law. Terms regarding the entitlement success and value added portion of MBI's fee, when applicable, shall survive the termination of this agreement.
3. **Reimbursable Expenses:** Reimbursable expenses are in addition to compensation for MBI's services and include expenses incurred by MBI and MBI's Consultants directly related to the Project, including, but not limited to: (1) transportation in connection with the project, authorized out-of-town travel and subsistence, electronic communications, reproductions, plots, postage, handling, delivery of instruments of service to the extent not included in Basic Services or Letter of Engagement, rendering, models and mock ups requested by the Owner; (2) Client approved project specific insurance or the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by MBI and MBI's Consultants. In addition to the direct costs, twenty percent (20%) will be added for cost of funds, handling and overhead (multiple for reimbursable expenses: 1.2).
4. **MBI Consultants:** For changes in the services and/or additional service of MBI Consultants, compensation shall be computed as a multiple of 1.2 times the amounts billed to MBI for such services.
5. **Ownership and Reuse of Documents:** Ownership of any documents prepared by us remains with us. By signing this agreement you also give us authorization to use any rendering, photographs drawing we produce of the project for our marketing under this. The design documents developed under this Agreement (contract documents) are instruments of MBI's services and MBI retains an ownership interest in the documents. The contract documents are subject to re-use fees if used for other projects. The re-use of these contract documents for other projects can be negotiated upon written notification from the Client of its re-use intent. Should MBI not be retained to provide site adaptation and revision services of the documents for other developments, the Client shall compensate MBI for such re-use fees negotiated with MBI and will execute in favor of MBI a complete release of liability and indemnity agreement for such proposed re-use. Nothing in this provision shall prohibit the Client from using or modifying the design documents as desired for this Project. To the extent MBI is not retained in regards to subsequent modifications to the design documents for this Project, Client agrees to hold MBI harmless for any damages, direct or indirect, that may arise as a result of subsequent modifications. Any unauthorized use of the documents shall be at the Owner's sole risk and without liability to MBI or its Consultants.
Prior to the exchange of electronic information between the parties, the Client and MBI shall by separate agreement set forth the specific conditions governing the exchange and format of such electronic data, including any special limitations or licenses not otherwise provided in this Agreement.
6. **Suspension of Services:** In the event of a suspension of services caused by the Owner, MBI shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, MBI shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of services including entitlement success and value added fees, when applicable. MBI's fees for the remaining services and the time schedules shall be equitably adjusted.
7. **Termination:** You may terminate our services at any time. Subject to fulfilling our contractual and/or professional responsibilities, we reserve the right to withdraw from a project at any time. Notice of termination of services must be in writing and provided to the other party no later than 30 days prior to the termination of services. Additionally, if the Client does not make timely payments to MBI or otherwise perform in accordance with this Agreement, such failure shall be considered cause for termination or, at MBI's option, cause for suspension of performance of services under this Agreement. In the event of termination of the Agreement, MBI shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. Terms regarding the entitlement success and value added portion of MBI's fee, when applicable, shall survive the termination of this agreement.
8. **Indemnification:** Both MBI and the Client mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors, or omissions in their performance of the services under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.
9. **Stepped Dispute Resolution:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and MBI agree to attempt to resolve such disputes in the following manner:
First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.
Second, In the event the parties have failed to resolve any dispute arising out of or relating to this Agreement promptly, the parties shall endeavor to settle the dispute by mediation in accordance with the then appropriate prevailing rules and procedures of the American Arbitration Association pertaining to the mediation of business, commercial or construction disputes. The parties by unanimous agreement may choose to adopt rules adopted by the Supreme Court and Legislature of the State of Tennessee. The parties shall share the mediator's fees and any filing fees equally. Mediation shall be a condition proceeding to any arbitration, legal or equitable proceedings.
Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.
Should it become necessary for MBI to engage legal counsel to enforce any of the provisions of this contract, you agree to reimburse MBI for all its reasonable fees, costs and expenses, mediator's fees, arbitrator's fees, administrative fees, travel expenses, attorney's fees and other necessary costs that may be incurred and expended in connection therewith.
10. **Limitation of Liability.** In order for the Client to receive the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit MBI's liability for any cause or combination of causes arising from MBI's or MBI's Consultants' professional acts, errors or omissions, such that the total aggregate liability of MBI shall not exceed five (5) times MBI's fees paid for the services rendered on this project, or \$50,000 whichever is greater, not including reimbursable expenses, MBI's Consultants' fees or value added and entitlement success fees where applicable. The Client further agrees that no shareholder, officer, director, partner, principal or employee of MBI shall be personally liable under any provisions of this agreement for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitations of liabilities contained herein will survive the termination of this agreement.
11. **Waiver of Consequential Damages:** A breach of this agreement may cause both parties to experience damages that are indirectly related to the breach or that were not foreseeable by either party at the time this agreement was entered into. Such damages are called consequential damages and may include, but are not limited to, loss of use and loss of profit. Neither party shall be liable to the other for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault.

12. **Governing Law:** This contract shall be interpreted and governed by the laws of the State of Tennessee without giving effect to the principles of Conflicts of Laws.
13. **Interpretation, Titles and Survival:** The paragraph titles used in this agreement and these Terms and Conditions of Agreement are for general reference only and are not part of the Agreement between the parties. As used herein, the term "MBI" includes or refers to Michael Brady Inc., when applicable. The term "MBI Consultant" refers to those consultants that contract directly with MBI.
14. **No Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MBI and there are no third party beneficiaries to this Agreement.
15. **Accessibility:** The Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. MBI, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. MBI, however, cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and MBI shall, accordingly, not have any liability to the Client in connection with same.
16. **Betterment:** If, due to MBI's negligence, a required item or component of the Project is omitted from MBI's construction documents, MBI shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MBI be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
17. **Code Compliance:** MBI shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle MBI to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
18. **Construction Administration:** If contracted, MBI shall perform Construction Administration as set forth in the basic scope of services or as set forth in additional services agreements. Construction Administration is defined as a process in which MBI 1) becomes generally familiar with and keeps the Client informed about the progress and quality of the portion of construction completed ("work"), 2) endeavors to guard the Client against defects and deficiencies in the work, and 3) determines in general if the work is being performed in a manner indicating that the work, when fully completed, will be in substantial accordance with the Contract Documents. However, MBI shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. MBI shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. MBI shall not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the contract documents.

19. **Certifications:** Please be aware that if you do not request construction administration services we cannot provide any bank, building code official or other requested certifications regarding the construction. We can only certify our portion of the work unless we are requested by you with specific instruction to observe work designed by others prior to the work beginning.
20. **No Assignment:** This agreement and any work to be performed by MBI may not be assigned to any party without the express, written permission of a Vice President, President or Chief Executive Officer of MBI.

Client Name: _____

Signature: _____

(Client Print Name & Title)

Date: _____

MBI Companies Inc.

By: _____

(MBI Print Name and Title)

Date: 12/1/20

RESOLUTION NO. 21-02-09-01

A RESOLUTION AUTHORIZING THE
PURCHASING CREDIT CARD CERTIFICATE

WHEREAS, The City of Kingston desires financial accommodation from First Horizon Bank ("Bank") through the use of credit cards by designated person for and in connection with the business of the City of Kingston; and

WHEREAS, the City of Kingston Mayor and City Council has reviewed the terms and provisions of the Purchasing Credit Card Account Agreement regularly used by the Bank (the "Purchase Card Agreement") and desires to enter into a Purchase Card Agreement with Bank.

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

1. The Finance Director of the City of Kingston is authorized to execute and deliver for, and in the name of the City of Kingston, a Purchasing Card Agreement with Bank, which will have a binding effect upon the City of Kingston.
2. The City of Kingston will be bound by all the terms and provisions of the Purchasing Card Agreement; and the City of Kingston will duly inform each cardholder of such terms and provisions of the Agreement as is applicable to cardholders.
3. Bank is and shall be fully authorized to rely and act upon said Purchase Card Agreement, and upon directions from time to time given by the Finance Director of the City of Kingston in all matters relating to issuance of Purchasing Cards for the account of the City of Kingston and use of same by its personnel in accordance with said Purchasing Credit Card Agreement, including but not limited to the number of cards to be issued, the persons designated to receive and use same, and any changes of personnel among those thus designated.

City of Kingston
900 Waterford Place
Kingston, TN 37763

The undersigned certifies that she is the City Clerk of the City of Kingston and that the following is a true copy of a Resolution duly and regularly adopted on this ____ day of February, 2021, by the City Council of the City of Kingston in full compliance with applicable law and all pertinent rules, bylaws and other such requirements, to-wit.

Tim Neal, Mayor

Attest: Kelly Jackson, City Clerk

READ AND ADOPTED this ____ day of February, 2021



CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 2/9/21
DEPARTMENT: General Government / Wastewater
SUBMITTOR: City Manager David Bolling

AGENDA CAPTION: Consideration to authorize the Mayor to execute an easement agreement with Old Capitol Town, LLC regarding future utility easements and liability for 615 N. Kentucky Street

SUMMARY: In December, you authorized the City Attorney and I to enter in to negotiations with the parties involved in the re-development of 615 N. Kentucky. After some back forth, we have a proposed agreement in hand that we feel addresses our concerns and protects our future interests. The Planning Commission's approval of this project was contingent on an agreement being reached, and this will meet that requirement.

OPTIONS: Authorization for the Mayor to execute the agreement or rejection.

CITY MANAGER'S RECOMMENDATION: Authorization

IMPLEMENTATION PROCESS: If authorized, this agreement will be executed at the earliest opportunity.

FISCAL NOTE / FUNDING SOURCE: N/A

ATTACHMENT(S): Copy of the proposed easement agreement

This Instrument Prepared By:
Dennis B. Ragsdale, Esquire
Long, Ragsdale & Waters, P.C.
1111 Northshore Dr., N.W., Suite S-700
Knoxville, Tennessee 37919-4074

EASEMENT AGREEMENT

This EASEMENT AGREEMENT, made as of the _____ day of _____, 2021, by **CITY OF KINGSTON, TENNESSEE**, hereinafter referred to as "City" and **OLD CAPITOL TOWN, L.L.C.**, a Tennessee limited liability company hereinafter referred to as "Owner"

RECITALS

Owner has acquired the real property located at 615 N Kentucky Street, Kingston, Roane County, Tennessee described on Exhibit A (the "Property").

Owner has approached the Kingston planning commission seeking approval of a plat of the Property rendered by Richard A. Bailey and dated December 5, 2020, a copy of which is attached hereto as Exhibit B (the "Plat").

The Plat identifies an existing sanitary sewer line and an existing storm drainage line which both parties to this Easement Agreement acknowledge burdens the Property as easements favoring the City upon which said lines are located; and

It is in the best interest of the City and the Owner to formalize their common understanding regarding the easements shown on the Plat and to provide, if necessary, for the relocation of said easements.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner does hereby ratify, acknowledge and accept the existence of the easements of the City across the Property for the use by the City in the placement and maintenance of the existing sanitary sewer line and the existing storm drainage line as shown on the Plat (collectively, the "Sewer Lines").

2. The City agrees that it shall have the sole responsibility for the maintenance of the Sewer Lines shown on the Plat and the Owner shall have no responsibility for the maintenance of the Sewer Lines.
3. In the event of a failure of either the sanitary sewer line or the storm sewer drainage line, the Owner agrees to grant the City such easements as may be required to relocate the Sewer Lines on the Property at locations that are reasonably acceptable to the parties and which do not affect the structures currently located on the Property. The City shall then construct and install the new sanitary sewer line and storm drainage line in such new easement areas at the City's sole cost and expense.
4. The City shall not be liable to the Owner, or any of its lessees or assigns, for any damage to any structure, pavement or improvement occasioned by the failure of, or maintenance and upkeep of the Sewer Lines which are the subject of this Easement Agreement. Owner and its tenants shall not be liable to the City for any damage occasioned to the Sewer Lines as a result of the use and/or occupancy of the Property. If the City relocates the easements, the City will be responsible for construction of any new lines and repair of any damage to the improvements of the Owner occasioned by new construction and shall use reasonable efforts to limit the interruption of the businesses on the Property during such new construction.
5. The approval by the Kingston planning commission of the Plat is contingent upon the execution of this Easement Agreement by both parties.
6. It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
7. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior

representations, negotiations, and understandings are superseded hereby.

8. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid or by nationally recognized overnight delivery service:

(a) If to Owner: Old Capitol Town, L.L.C.
1000 Waterford Place
Kingston, TN 37763
Attn: Matt Caldwell

or to such other address as may have been furnished to City in writing by Owner.

(b) If to City: City of Kingston

Attn: _____

or to such other address as may have been furnished to Owner in writing by City.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement to be signed on the _____ day of _____, 2021.

OLD CAPITOL TOWN, L.L.C.

By: _____
Matt C. Caldwell

Its: _____

CITY OF KINGSTON, TENNESSEE

By: _____
Tim Neal, Mayor

STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned, a notary public of the State and County aforesaid, personally appeared Matt C. Caldwell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be _____ of OLD CAPITOL TOWN, L.L.C., the within-named bargainer, a Tennessee limited liability company, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as _____.

WITNESS my hand and seal at office in _____, this _____ day of _____, 2021.

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned, a notary public of the State and County aforesaid, personally appeared Tim Neal, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Mayor for the **CITY OF KINGSTON, TENNESSEE**, a municipal corporation, the within named bargainor, and that as such officer, being authorized do to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such office.

WITNESS my hand and seal at office in _____, this _____ day of _____, 2021.

Notary Public

My commission expires: _____



**KINGSTON BEER BOARD
REGULAR MEETING
Tuesday, February 9, 2021**

A G E N D A

A. Call to Order

B. Roll Call

C. Previous Minutes

D. New Business

1. Consideration of an application for an on premise beer permit for Maple Creek Bistro, 1000 Ladd Landing Blvd #120, Kingston

IN AN EFFORT TO HELP REDUCE THE SPREAD OF COVID-19, THIS MEETING WILL TAKE PLACE VIA ZOOM. THE MEETING WILL BE OPEN TO THE PUBLIC AND ALSO LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND POSTED TO OUR FACEBOOK PAGE.

REGULAR MEETING – KINGSTON BEER BOARD
TUESDAY, JANUARY 12, 2021
KINGSTON CITY HALL

IN AN EFFORT TO HELP REDUCE THE SPREAD OF COVID-19, THIS MEETING WAS CONDUCTED THROUGH ZOOM AND WAS LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND WAS POSTED TO OUR FACEBOOK PAGE.

The Regular Meeting of the Kingston Beer Board was held on Tuesday January 12, 2021. Chairman Tim Neal called the meeting to order with the following members present upon roll call: Member Tony Brown, Member Randy Childs, Member Jeff Griffis, Vice-Chair Becky Humphreys, Member Tara Stockton, Member Stephanie Wright and Chairman Tim Neal.

PREVIOUS MINUTES

A motion made by Member Childs, second by Member Humphreys to waive the reading and approve as written the minutes of the regular meeting on December 8, 2020.

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

Citizens Comments: None

New Business: NONE

Chairman Neal adjourned the meeting. 6:46 pm

APPROVED _____

Timothy Neal, Chairman

ATTEST:

City Clerk

APPLICATION FOR A BEER PERMIT

STATE OF TENNESSEE

CITY OF KINGSTON

Application for (check one)

☒ ON PREMISES PERMIT

☐ OFF PREMISES PERMIT

I HEREBY MAKE APPLICATION FOR A PERMIT TO SELL BEER AUTHORIZED TO BE SOLD UNDER THE PROVISIONS OF TENNESSEE CODE ANNOTATED 57-5-101 ET SEQ AND BASE MY APPLICATION UPON THE ANSWERS TO THE FOLLOWING QUESTIONS:

1. Full name of applicant (owner) Toni Haha
Maple Creek Bistro, LLC

Person ☒ Firm ☐ Corporation ☐ Joint-stock co ☐ syndicate ☐ Association ☐

2. List all persons, firms, corporations, joint-stock companies, syndicates or associations having at least a 5% ownership interest in the business (attach additional sheet, if needed)

Toni Haha Maple Creek Bistro LLC

3. What is your present home address? 105 Mossy Creek
Kingston, TN 37763

4. Previous address (es) within 10 years) same as above

5. Date of Birth 2/12/1975 Home telephone 865.617.0031

6. Under what name will the business operate? Maple Creek Bistro, LLC

8. Specify the identity and address of the person to receive annual privilege tax notices and any other communication from the City Maple Creek Bistro

1000 Ladd Landing Blvd #120, Kingston, TN 37763

9. Give name and address of property owner, if other than business owner

Matt Caldwell 1000 Ladd Landing Blvd, Kingston, TN

10. Will the permit be used to operate two or more restaurants or other businesses under the same permit as permitted by Section 57-5-103 (a) (4) within the same building? Yes ___ No ☒.
If so, specify number _____. List the names of the restaurants or other businesses and describe their location (use additional sheet if necessary)

11. Give name, date of birth and address of any manager other than applicant

N/A

12. Has any person having at least 5% ownership interest, any of the managers listed in question 11, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime (other than minor traffic violations) within the last ten (10) years? _____. If so, give particulars of each charge, court and date convicted.

N/A

13. Has this owner or the owner's organization had a permit revoked, suspended, or denied in the State of Tennessee?

Yes ___ No ☒. If so, specify where, when and why.

14. Give the name, relationship to applicant (if applicable) and address of the former beer permittee at this location.

Alan Garrison, Monkey Town Brewery

15. What is the name and address of the church (or other place of worship) nearest to your business?

Calvary Baptist, N. Kentucky St.
Kingston, TN 37763

(The City of Kingston has adopted a rule forbidding the sale of beer and like beverages within 250 feet of schools, churches and other places of public gathering)

16. What is the name and address of the school nearest to your business?

Calvary Baptist, N. Kentucky St.
Kingston, TN 37763

17. What is the name and address of the owner of the nearest residential dwelling to your business?

Apartments Above Market St.
Kingston, TN 37763

I am knowledgeable of the laws prohibiting the sale of beer to minors. I hereby certify that neither person having a 5% ownership interest, nor any person to be employed in the distribution or sale of beer in my establishment has been convicted of any violation of the beer alcoholic beverage laws or any crime involving moral turpitude within the past ten (10) years. I am also aware that I shall not be issued a permit or my permit shall be revoked if my business location causes traffic congestion or interferes with schools, churches, or other public gathering, or otherwise interferes with public health, safety and morals.

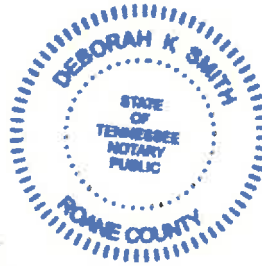


Signature of Applicant/Owner (or authorized Corporate Officer)

Sworn to and subscribed before me this 1st day of February 2021.

Deborah K Smith

Notary Public



My Commission Expires: 9/17/2024

NOTICE: A non-refundable \$250.00 fee must accompany this application. If the applicant is approved you are required to provide documentation of sales tax registration to the City within ten (10) days of approval. Any applicant making false statement in this application shall forfeit his permit and shall not be eligible to receive any permit for a period of ten (10) years.

A privilege tax of \$100.00 is imposed on the business of selling beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a prorate portion of this annual tax when the permit is issued.

KINGSTON CITY POLICE DEPARTMENT



TO WHOM IT MAY CONCERN:

In Reference to the application of Toni Haba of Maple Creek Bistro LLC who will be taking over the Old Capital Monkey Town business located at 1000 Ladd Landing BLVD #120 Kingston, TN. I Detective Keith Kile having done a background search of the owner Toni Haba of Maple Creek Bistro, found no information of arrest or violations as pertaining to the laws of Tennessee in selling alcohol. As further investigation shows the businesses at hand: Old Capital Brewery is an established restaurant, and will be changed to Maple Creek Bistro, is currently in compliance with the city of Kingston's ordinances and resolutions for the sale of beer in the city of Kingston, TN.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Det Keith Kile".

Detective Keith Kile



**KINGSTON WATER BOARD
REGULAR MEETING
Tuesday, February 9, 2021**

A G E N D A

- A. Call to Order**
- B. Roll Call**
- C. Previous Minutes**
- D. Citizens' Comments**
- E. Utility Director's Report**
- F. New Business**

- 1. None

IN AN EFFORT TO HELP REDUCE THE SPREAD OF COVID-19, THIS MEETING WILL TAKE PLACE VIA ZOOM. THE MEETING WILL BE OPEN TO THE PUBLIC AND ALSO LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND POSTED TO OUR FACEBOOK PAGE.

REGULAR MEETING – KINGSTON WATER BOARD
TUESDAY JANUARY 12, 2021
KINGSTON CITY HALL

IN AN EFFORT TO HELP REDUCE THE SPREAD OF COVID-19, THIS MEETING WAS CONDUCTED THROUGH ZOOM AND WAS LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND WAS POSTED TO OUR FACEBOOK PAGE.

The Regular Meeting of the Kingston Water Board was held on Tuesday, December 8, 2020. Chairman Tim Neal called the meeting to order with the following members present upon roll call: Member Tony Brown, Member Randy Childs, Member Jeff Griffis, Vice-Chair Becky Humphreys, Member Tara Stockton, Member Stephanie Wright and Chairman Tim Neal.

PREVIOUS MINUTES

A motion made by Vice-Chair Humphreys, second by Member Griffis to waive the reading and approve the minutes as written the minutes of the regular meeting on December 8, 2020

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

Citizen Comments – None

Board Comments – Member Brown inquired about the status of the agreement between the City and the prospective owners of the property at 615 North Kentucky Street. Member Brown also discussed the recent water outage in Midtown and how our Water Department was able to provide water to the area due to the Interconnect Project.

UTILITY DIRECTOR'S REPORT – Mr. Bolling gave updates on the following:

- CDBG Grant-After consulting with Community Development Partners it was determined that this cycle would be too competitive for us to apply. Will continue to research other options that may be available.
- GIS Mapping System-Developing to show existing lines, valves, hydrants etc.

New Business: NONE

Chairman Neal adjourned the meeting. 6:55 pm

APPROVED _____

Timothy Neal, Chairman

ATTEST:

City Clerk