

REGULAR MEETING KINGSTON CITY COUNCIL

**TUESDAY, JUNE 8, 2021 – 6:00 P.M.
KINGSTON CITY HALL**

The Kingston City Council met in regular session on Tuesday, June 8, 2021 at 6:00 p.m. Mayor Tim Neal called the meeting to order. Council Member Tony Brown gave the Invocation and Council Member Tara Stockton 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. City Attorney Jack McPherson was absent.

PREVIOUS MINUTES

A motion was made by Vice-Mayor Humphreys, second by Member Childs to waive the reading and approve as written the minutes of the regular meeting on May 11, 2021.

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

PERSONS TO APPEAR/CITIZEN COMMENTS:

- Memorial Plaque presented to the family of former Councilman Wiley Brackett.

REPORTS – MAYOR AND COUNCIL –

- Vice-Mayor Humphreys-Reported on the recent St. Jude's Fishing Tournament, Wiffle Ball Tournament at Byrd Field and the Kingston Lakeside Farmer's Market.
- Member Childs-Reported the REU report is included in the City Manager's report; Mentioned how good the parks look currently.
- Member Stockton-Reported that the June Beautification Meeting was postponed until the 14th.
- Member Wright-Reported that the Center Farms expansion should begin soon; the Tn. Riverline Package was received and possible a demonstration set up during the Smokin' the Water Event; Updated on the status of the BUILD Grant.

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

- Acceptance of Applications for the Parks & Recreation Director closed on June 4, 2021. Interview process will begin soon.
- Letter of Intent submitted for the CMAQ grant. Approved to submit an application. This is a 100% grant for \$250,000
- BUILD grant in process
- STP Project for Ladd Landing

ADDITION OF ITEMS TO THE MEETING AGENDA RECEIVED AFTER CLOSE OF AGENDA DEADLINE (BY UNANIMOUS CONSENT OF ALL MEMBERS PRESENT).

A Motion was made by Member Brown, second by Member Childs to add the consideration to approve the Roane County Emergency Communications District dispatch agreement for the 2021/2022 fiscal year as Item G on this agenda.

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

UNFINISHED BUSINESS:

A. Consideration of the second reading of Ordinance 21-05-11-01, an ordinance amending the annual budget for the City of Kingston, Tennessee for fiscal year 2020-2021

A motion was made by Member Brown, second by Member Wright to approve the second reading of Ordinance 21-05-11-01, an ordinance amending the annual budget for the City of Kingston, Tennessee for fiscal year 2020-2021.

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

NEW BUSINESS –

A. Consideration to award the Community Center roof replacement bid to B&B Roofing, Inc. in the amount of \$167,200 for the base bid and \$13,400 for bid alternate #1.

A motion was made by Member Griffis, second by Vice-Mayor Humphreys to award the Community Center roof replacement bid to B&B Roofing, Inc. in the amount of \$167,200 for the base bid and \$13,400 for bid alternate #1.

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

B. Consideration of approval for the City Manager to begin the process of obtaining funding for identified capital projects.

A motion was made by Member Childs, second by Vice-Mayor Humphreys to approve the City Manager to begin the process of obtaining funding for identified capital projects.

The City manager further explained that he has contacted TML and Cumberland Securities and that this vote would allow him to engage one of these companies and bring back to Council at a later date for further action.

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

C. Consideration to renew the planning services contract with East Tennessee Development District for FY 21-22 in the amount of \$10,175.

A motion was made by Member Wright, second by Member Griffis to renew the planning services contract with East Tennessee Development District for FY 21-22 in the amount of \$10,175.

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

D. Considerations of approve the surplus of two vehicles from Parks and Recreation.

Motion by Member Childs, second by Vice-Mayor Humphreys approve the surplus of two vehicles from Parks and Recreation

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

- E. Consideration of the first reading of Ordinance 21-06-08-01, an ordinance of the City of Kingston, Tennessee adopting the annual general fund operating budget and setting the property tax rate for the fiscal year beginning July 1, 2021 and ending June 30, 2022

Motion by Member Brown, second by Member Wright to approve the first reading of Ordinance 21-06-08-01, an ordinance of the City of Kingston, Tennessee adopting the annual general fund operating budget and setting the property tax rate for the fiscal year beginning July 1, 2021 and ending June 30, 2022

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

- F. Consideration of the first reading of Ordinance 21-06-08-02, an ordinance of the City of Kingston, Tennessee adopting the annual water/sewer fund operating budget and setting the rates and fees for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

Motion by Member Childs, second by Vice-Mayor Humphreys to approve the first reading of Ordinance 21-06-08-02, an ordinance of the City of Kingston, Tennessee adopting the annual water/sewer fund operating budget and setting the rates and fees for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

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

- G. Consideration to approve the Roane County Emergency Communications District dispatch agreement for the 2021/2022 fiscal year.

Motion by Member Childs, second by Vice-Mayor Humphreys to approve the Roane County Emergency Communications District dispatch agreement for the 2021/2022 fiscal year.

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

Mayor Neal adjourned the meeting at 6:19 pm

APPROVED July 13, 2021



Tim Neal, Mayor

ATTEST:



City Clerk

ORDINANCE NO. 21-05-11-01

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF KINGSTON, TENNESSEE FOR
FISCAL YEAR 2020-2021**

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires funds first be appropriated before being expended and that no appropriations may exceed available funds;

WHEREAS, *Tennessee Code Annotated* Title 6 Chapter 56 Section 208 allows amendment of the budget ordinance in the same manner as any other ordinance may be amended;

WHEREAS, sufficient funds were not appropriated for the library, and new funds have been received for fire and park expenditures for the fiscal year as noted below;

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

SECTION 1: Appropriations. The governing body appropriates the following increases:

General Fund:

Revenue:

110-31110	\$10258.30
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Transfer In from Capital Fund:

110-36961	\$82000.00
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Expenditures:

110-41810-260	\$8655.19
110-44200-266	\$7928.38
110-42100-255	\$ 547.07
110-44400-260	\$6629.40
110-49000-944	\$2258.30
110-41810-260	\$8000.00
110-41990-250	\$32000.00
110-44400-733	\$50000.00

Use of Reserved and Restricted Fund Balance	\$23760.04
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Capital Fund:

Transfer out to General Fund:

300-51610-761	\$82000.00
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Expenditures:

300-43750-944	\$82000.00
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Section 2 : Submission to the Director of Local Finance. This amendment will be submitted to the Director of the Office of State and Local Finance as required by state statute to show continued compliance with the requirements of Tennessee Code Annotated Title 9 Chapter 21 Section 403 to maintain a balanced budget.



Tim Neal

Mayor



Kelly Jackson

City Clerk

Passed 1st Reading May 11, 2021

Passed 2nd Reading June 8, 2021

A Contract Between the

EAST TENNESSEE DEVELOPMENT DISTRICT

AND

CITY OF KINGSTON, TENNESSEE

PROVIDING FOR LOCAL PLANNING ADVISORY SERVICES

This **CONTRACT**, entered into as of the first day of July, 2021 by the East Tennessee Development District, an agency composed of member governments in mid-east Tennessee, and the City of Kingston, Tennessee.

I. FINDINGS & DECLARATIONS

A. Tennessee Code Annotated, §13-14-101 and the following sections establish a delineation of regions deemed viable to the economic development of the state, and allow for the creation of development districts for these regions, encompassing one (1) or more counties or parts of counties, so they are conducive to efficient planning and orderly economic development of the state.

B. Tennessee Code Annotated, §13-14-101 to 13-14-114 established the East Tennessee Development District (ETDD), a public body on behalf of the counties of Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union and all incorporated municipalities and metropolitan governments located within these counties.

C. ETDD is empowered, among other duties, “to receive and expend funds from any sources for staffing, for research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious and economic development of the region.”

D. the City of Kingston, Tennessee, requests ETDD to provide planning advisory services, and agrees to appropriate the necessary funds for these services.

II. CONTRACT

In consideration of these findings and declarations and other valuable considerations, the parties agree as follows:

- A.** During the twelve (12) month period beginning July 1, 2021, and ending June 30, 2022, ETDD agrees to furnish the services of professionally trained planning advisors who will confer with the local planning commission, board of zoning appeals and other local officials with respect to all phases of the comprehensive planning program. Planning recommendations are advisory only; local communities and their appropriate representatives have the sole authority to enact and enforce ordinances and other regulatory tools. A work program derived from the elements listed below will be developed jointly between ETDD and contracting community within 30 days of the signing of the planning contract by both parties. Other activities may be included depending on the scope and nature of the desired services and ETDD capacity. All activities must be agreed upon mutually by the community and ETDD. Planning services may include but are not limited to the following activities:
1. Attendance at planning commission and/or boards of zoning appeals meetings; assistance in the preparation or review of the long range work program of the planning commission; preparation of comprehensive plans, Public Chapter 1101 Growth Management Plans and amendments, and other planning studies and documents.
 2. Preparation of land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls.
 3. Access to the resources of a regional office including drafting, mapping, and geographic information systems support; planning related research.
 4. Specialty training for planning commissions, boards of zoning appeal and local administrators; assistance in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.
 5. Advice and assistance on all matters relating to state, federal, and regional programs that affect planning and implementation for the locality.
- B.** Payment for services provided by ETDD to the City of Kingston, Tennessee, will be based on the agreed-upon activities requested in Section II.A. For the purpose of providing funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to ETDD the sum of **\$10,175.00** annually, payable in total upon the effective date of this contract, or in bi-annual installments of **\$5,087.50**,

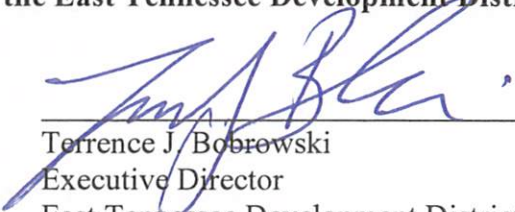
due and payable on the first day of July 2021 and the first day of January 2021. The contracting community hereby authorizes ETDD to apply on the community's behalf for any eligible funds from State sources to supplement the planning contract amount and to use such grant funds to cover the cost of providing planning services to the community.

- C. Either party may terminate this contract by giving written notice to the other party specifying the date of termination, at least ninety (90) days before the termination date. Upon termination of the contract, the obligation of ETDD to conduct and carry on the program agreed to under this Contract shall cease, the financial obligation of the chief legislative body as described in this Contract above likewise ceases. If prepayment has been made by the chief legislative body, ETDD will determine, by prorating, the amount to be refunded.
- D. This contract is for a period of twelve (12) months. A new twelve (12) month contract and fee schedule will be presented for FY 2022. Local governments are under no obligation to continue ETDD planning services beyond the dates specified in this contract.
- E. In all matters relating to the performance of this contract, the ETDD Executive Director acts for ETDD, and the Mayor acts for the City of Kingston, Tennessee.

The parties execute this contract through their duly authorized representatives.

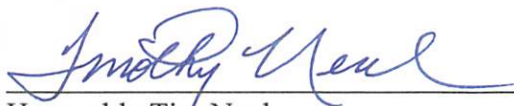
For the East Tennessee Development District:

By: _____


Terrence J. Bobrowski
Executive Director
East Tennessee Development District

For the City of Kingston, Tennessee:

By: _____


Honorable Tim Neal
Mayor, City of Kingston



Surplus Equipment

1. 2004 Ford Explorer VIN # 1FMZU73W25UA74567 (Parks and Recreation)
2. 1997 Dodge Truck VIN # 3B7HF13Y5VG789581 (Parks and Recreation)

**ROANE COUNTY EMERGENCY COMMUNICATIONS DISTRICT
PO BOX 236, 4390 ROANE STATE HWY.
Rockwood, Tennessee 37854
865-354-0704 FAX 865-354-8041**

June 1, 2021

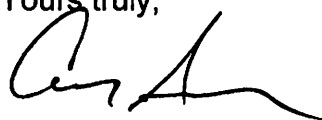
Mr. Tim Neal
Kingston City Mayor
900 Waterford PL
Kingston, TN 37763

Dear Mr. Neal:

Attached please find the Dispatch Agreement for the 2021/2022 fiscal year. The annual payment is \$82,337.00 making the monthly payment \$6,861.42.

Please sign and date the agreement and return the original to Central Dispatch Office for our audit files. When this is signed by our Board Chairman, a copy will be returned for your files. If you would like your returned copy emailed or faxed please let us know.

Yours truly,

A handwritten signature in black ink, appearing to read 'Cody Anderson', with a long horizontal flourish extending to the right.

Cody Anderson
RCECD/Director

DISPATCH 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 Eighty-two thousand three hundred thirty-seven (\$82,337.00) Dollars for its share of the costs to dispatch E-911 calls. This sum shall be paid in equal monthly payments of \$6,861.42 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, 2021 to June 30, 2022. The next annual payment may be increased by three (3) percent. 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.

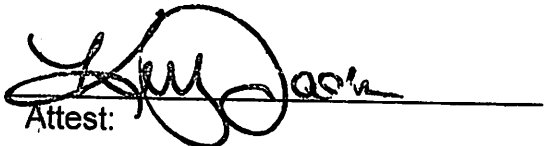
13. This Agreement shall not be altered, revised, modified or amended unless in writing and approved by both parties.


The City of Kingston

Roane County Emergency
Communications District


Kingston City Mayor


Board Chairman


Attest:


Attest:

Date: June 8, 2021

Date: 6/24/2021