



KINGSTON CITY COUNCIL

Regular Meeting
Tuesday, December 14, 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 remove from the table a motion to instruct the City Manager to search for and purchase a certified and mechanically sound used bucket truck in an amount not to exceed \$80,000
- 9. New Business**
 - A. Consideration to authorize the City Manager to solicit requests for qualifications from interested firms for engineering and administrative services related to American Rescue Plan Act funding
 - B. Consideration of the first reading of Ordinance 21-12-14-01, an ordinance amending the Zoning Ordinance of the City of Kingston, Tennessee by establishing regulations for campgrounds, travel trailers and recreational vehicles within Kingston, TN
 - C. Consideration of appointments to fill three expiring terms on the Library Board
 - D. Consideration of appointment to fill an expiring term on the Historic Zoning Commission
 - E. Consideration of appointment to fill an expired term on the Parks and Recreation Commission
 - F. Consideration to authorize the City Manager to surplus equipment
 - G. Consideration for the City of Kingston to pursue a license agreement for the operation of the Swan Pond Recreational Complex

**ALL CITY OF KINGSTON MEETINGS ARE OPEN TO THE PUBLIC. THIS MEETING
WILL ALSO BE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND
POSTED TO YOUTUBE AND OUR FACEBOOK PAGE.**

KINGSTON CITY COUNCIL PUBLIC HEARING
TUESDAY, NOVEMBER 9, 2021 – 5:45 P.M.
KINGSTON CITY HALL

The Kingston City Council held a Public Hearing on Tuesday, November 9, 2021 at 5:45 p.m. Mayor Neal called the Hearing to Order. City Council Members present include Council Member Tony Brown, Council Member Randy Childs, Council Member Jeff Griffis, Vice-Mayor Becky Humphreys, Council Member Tara Stockton and Council Member Stephanie Wright. Staff present: City Manager David Bolling (via phone), City Clerk Kelly Jackson and City Attorney Jack McPherson.

The hearing was for the purpose of Consideration of the second reading of Ordinance 21-10-12-01, an ordinance amending the zoning map of the City of Kingston, Tennessee by rezoning Tax Map 058L, Group F, Parcel 003.01, and a portion of the adjacent road rights-of-way of Lawnville Road and Lewis Drive from R-1 residential to R-2.

There were no citizens in attendance during the hearing. Mayor Neal made two announcements inquiring if anyone wished to address Council regarding the above-listed Ordinance. Mayor Neal adjourned the Public Hearing at 6:00 P.M. after seeing there was no one present that wished to address Council.

SIGN IN SHEET 11-09-2021 Public Hearing

PLEASE PRINT NAME/ADDRESS

NAME	ADDRESS
Chax Clem	201 KINGWOOD H.
Allen Lutz	1209 N. Kentucky
JAKE WITTER	ROANE ALLIANCE
Jim Minsey	418 S. Ridge Ave.

REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, NOVEMBER 9, 2021 – 6:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in regular session on Tuesday, November 9, 2021 at 6:00 P.M. immediately following a Public Hearing at 5:45 P.M. Mayor Tim Neal called the meeting to order. Council Member Tony Brown gave the Invocation and Kingston Golf Team Member Colby Johnson 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 (via phone), City Clerk Kelly Jackson and City Attorney Jack McPherson.

APPROVAL OF PREVIOUS MINUTES

A motion was made by Member Wright, second by Member Griffis to waive the reading and approve as written the minutes of the regular meeting on October 12, 2021.

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

CITIZEN COMMENTS/PERSONS TO APPEAR/PROCLAMATIONS

- Allen Lutz (Roane Alliance) addressed Council relative to upcoming events including the Tennessee Scholars Program, Chamber After Hours, Jingle & Mingle Market and the Women in Business Luncheon.
- A Proclamation honoring the Division 1-A State Champion Kingston Boy's Golf Team and proclaiming November 9, 2021 as Kingston Boys Golf Team Day in the City of Kingston.

REPORTS-MAYOR AND COUNCIL-

- Member Stockton-Thanked the Public Works Department for installing the last of the Veteran's Banners before Veterans Day.
- Member Childs-Mentioned that the upcoming projects such as the ballfield lights, sidewalks, boat ramp and other projects coming in the next few months that the City will look a lot different.
- Vice-Mayor Humphreys-reported on upcoming Park & Recreation events such as the Christmas Parade, Christmas Bazaar, Christmas Tree Lighting.

REPORTS-CITY MANAGER'S REPORT

- Updated on vacancies (1 in the Fire Department, 2 in Parks & Recreation, 1 in the Police Department which will soon be filled by promoting a Part-Time Employee to Full-Time status)
- Wants Council's opinion on the status of the annual Christmas Luncheon.
- Bond Documents will be signed this Friday.
- Pre-Application still underway for the ARC grant funds to be used for improvements to Ladd Park. Pre-Application encourages letters of support and requested any letters to be sent in to assist in application.

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 Wright to add to the agenda under New Business- Item "E" the consideration of awarding the contract for the lighting at Southwest Point.

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

UNFINISHED BUSINESS:

- Consideration of the second reading of Ordinance 21-10-12-01, an ordinance amending the zoning map of the City of Kingston, Tennessee by rezoning Tax Map 058L, Group F, Parcel 003.01, and a portion of the adjacent road rights-of-way of Lawnville Road and Lewis Drive from R-1 residential to R-2**

A motion was made by Member Wright, second by Member Brown to approve the second reading of Ordinance 21-10-12-01, an ordinance amending the zoning map of the City of Kingston, Tennessee by rezoning Tax Map 058L, Group F, Parcel 003.01, and a portion of the adjacent road rights-of-way of Lawnville Road and Lewis Drive from R-1 residential to R-2

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

NEW BUSINESS –

A. Consideration to authorize the City Manager to solicit Requests for Qualifications from interested firms for the design of gateway signage for the City of Kingston

A motion was made by Member Stockton, second by Member Griffis to authorize the City Manager to solicit Requests for Qualifications from interested firms for the design of gateway signage for the City of Kingston

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

B. Consideration to authorize the City Manager to solicit sealed bids for radar traffic light controls.

A motion was made by Member Childs, second by Member Wright to authorize the City Manager to solicit sealed bids for radar traffic light controls.

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

C. Consideration to authorize the City Manager to purchase a 2013 Dodge Ram 5500 Bucket Truck from Custom Truck One Source in an amount not to exceed \$69,900.

Mr. Bolling explained that after the last work session and speaking with different members of Council that he didn't believe there was enough support to warrant spending money to send city employees to Texas to inspect the above-mentioned vehicle nor to ask the company to hold the vehicle when there wasn't enough support to purchase.

A motion was made by Vice Mayor Humphreys, second by Member Stockton to authorize the City Manager to purchase the 2013 Dodge Ram 550 Bucket Truck from Custom Truck One Source in an amount not to exceed \$69,900 if the truck is certified and mechanically sound.

Further discussion ensued by Vice Mayor Humphreys questioning the agreement that the City Manager made with the City of Rockwood on the truck that would be available in July from Rockwood Electric Utility. Mr. Bolling explained that City Attorney McPherson and Rockwood City Attorney Leffew would draft an inter-local agreement explaining the details at a later date.

A motion to amend was made by Vice mayor Humphreys, second by Member Stockton to instruct the City Manager to search for and purchase a certified and mechanically sound used bucket truck in an amount not to exceed \$80,000

Roll call vote

Council Member Brown – No
Council Member Childs – No
Council Member Griffis – Yes
Vice-Mayor Humphreys –Yes

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

Motion passed with 4 Ayes and 3 Nay Votes

Further discussion ensued about the pricing and availability of a new truck, Clarification about the certifications, Different needs by the City for a bucket truck, Funds that could be used if we surplus the two uncertified trucks that we currently own, Purchasing guidelines.

A motion was made by Member Brown, second by Member Wright to postpone/table the amended motion until the next regular council meeting.

Roll call vote

Council Member Brown – Yes
Council Member Childs – Yes
Council Member Griffis – Yes
Vice-Mayor Humphreys –No

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

Motion passed with 5 Ayes and 2 Nay Votes

D. Consideration to authorize the surplus of equipment by multiple departments.

A motion was made by Member Childs, second by Member Stockton to authorize the surplus of equipment by multiple departments with the addition of the two bucket trucks currently owned by the City.

A motion to amend was made by Member Brown, second by Member Childs to remove the 1999 Toro Reelmaster 5200d S/N 03540 90584 and transfer ownership of this item to the Roane County High School.

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

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

E. Consideration of awarding the contract for the lighting at Southwest Point fields not to exceed \$700,224.

A motion was made by Member Brown, second by Member Wright to authorize the mayor to sign the contract pending review by the City Manager and City Attorney of the proposed Trane contract and award the contract based on the price with the stipulation that the contract guarantee the deadline stated.

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

Mayor Neal adjourned the meeting at 6:47 pm

APPROVED _____

Tim Neal, Mayor

ATTEST:

City Clerk

SPECIAL CALLED MEETING KINGSTON CITY COUNCIL
TUESDAY, NOVEMBER 12, 2021 – 2:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in a special called session on Friday, November 12, 2021 at 2:00 p.m. Mayor Tim Neal called the meeting to order. Council Member Tony Brown gave the Invocation and Vice Mayor Becky Humphreys 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 and Council Member Stephanie Wright. Staff present: City Manager David Bolling and City Clerk Kelly Jackson. Council Member Tara Stockton and City Attorney Jack McPherson were absent.

CITIZEN COMMENTS: None

PROCLAMATIONS/RESOLUTIONS-NONE

UNFINISHED BUSINESS-NONE

NEW BUSINESS

- A. Consideration to rescind the motion authorizing the Mayor to enter in to an agreement with TRANE for lighting improvements at the Southwest Point Ballfields.**

A motion was made by Member Griffis, second by Vice Mayor Humphreys to rescind the motion authorizing the Mayor to enter in to an agreement with TRANE for lighting improvements at the Southwest Point Ballfields.

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

- B. Consideration of the proposals submitted by Rockwood Electric Utility to contract with Musco and Progression Electric for the lighting improvements at the Southwest Point Ballfields.**

A motion was made by Member Wright, second by Member Childs to authorize the City Manager to begin discussions with Rockwood Electric Utility on the proposals submitted by Rockwood Electric Utility to contract with Musco and Progression Electric for the lighting improvements at the Southwest Point Ballfields

Mayor Neal adjourned the meeting at 2:21 p.m.

APPROVED _____

Tim Neal, Mayor

ATTEST:

City Clerk



Call Toll Free: (800) 856-8261
or locally (865) 988-7574

2013 Ford F-550, 4x4 45' Versalift



\$49,500

Stock # 2163
VIN 1FDUF5HYXDEB77845
GVWR Class 5: 16,001 - 19,500 lb (7,258 - 8,845 kg)
Mileage 211,387
Hours 12459

Rear Mounted, Over Center, Material Handler, 45' W/H Versalift, Cold A/C, Power Windows/Locks, 16,500 lb Electric Winch on Front!

Vehicle Specs

Color	White
Year	2013
Make	Ford
Model	F-550
Engine	V-10 Gas
Transmission	Auto
Brakes	Hydraulic
Body	Utility
Hitch	Receiver
Tires	225/70R-19.5
Front Tires	New
Rear Tires	New
Features	Power Steering, Winch

Unit Specs

Make	Versalift
Model	V040MHI-C
Working Height	45'
Weight Capacity	350 lbs
Bucket Size	1 man
Outriggers	2
Controls	Upper and Lower Controls
Features	Insulated Lower Boom, Tool Circuit, Continuous Rotation
Serial #	V040MHI-01

G&A Equipment, Inc.
13701 Hickory Creek Road
Lenoir City, TN 37771

Toll Free: (800) 856-8261
Locally: (865) 988-7574
Fax: (865) 986-0450









CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 12/07/21

DEPARTMENT: General Government

AGENDA CAPTION: Discussion of authorization for the City Manager to solicit RFQs for engineering and administrative services for future ARP projects

SUBMITTOR: City Manager David Bolling

SUMMARY: With the final rules forthcoming, and us soon continuing our discussions of possible ARP projects, we need to engage with a firm to assist us with the administration of these projects, and an engineering firm so we'll have someone in place for anything that requires engineering. Because of the unprecedented demand that there will be for these types of services, I worry that we'll wait too long and not be able to get someone good. I also think having firms in place will help in our preliminary discussions as we start looking at things like cost estimates and navigating the very complex process for properly utilizing these funds.

OPTIONS: Authorize the City Manager to put out a RFQ for engineering and administrative services for future ARP projects or deny.

CITY MANAGER'S RECOMMENDATION: Authorization

IMPLEMENTATION PROCESS: If authorized, I will put out RFQs out immediately and bring this back to you hopefully by January.

FISCAL NOTE / FUNDING SOURCE: TBD

ATTACHMENT(S): None

ORDINANCE: 21-12-14-01

AN ORDINANCE AMENDING THE “ZONING ORDINANCE OF THE CITY OF KINGSTON, TENNESSEE” BY ESTABLISHING REGULATIONS FOR CAMPGROUNDS, TRAVEL TRAILERS, AND RECREATIONAL VEHICLES WITHIN KINGSTON, TENNESSEE

WHEREAS, the City Council of Kingston, Tennessee, in accordance with Section 13-7-105 of the Tennessee Code Annotated, may amend the zoning “Zoning Ordinance of Kingston, Tennessee”; and

WHEREAS, the Kingston Municipal Planning Commission has reviewed and made recommendations regarding the proposed amendment of the “Zoning Ordinance of the City of Kingston, Tennessee.”

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

Section 1. Chapter 2, Section 11-203 is hereby amended by deleting definitions: Recreational Vehicle, Travel Trailer and Travel Trailer Park.

Section 2. Chapter 2, Section 204 is hereby amended by adding the following definitions:

Recreational Vehicle (RV) aka Travel Trailer, Camper. A trailer that is towed behind a motor vehicle or a vehicle that is driven and designed and constructed for temporary human occupancy. RVs typically have a built-in kitchen, restroom, sleeping area, and lounging area.

Recreational Vehicle (RV) Park aka Travel Trailer (TT) Park. A Recreational Vehicle Park is a tract of property containing two (2) or more RV sites and/or tent camping sites for lease.

Section 3. Chapter 6 is hereby amended by adding the following:

11-615. Recreational Vehicle Parks. The following regulations pertain to recreational vehicle parks, as defined in Chapter 2, Section 204.

1. **General Requirements.** The following standards shall apply to all proposed RV Parks:
 - a. **Minimum Size.** The minimum size tract for any RV Park is two (2) acres.
 - b. The maximum contracted length of a term of stay is twenty-nine (29) consecutive days. The maximum length that a tenant can stay on site is ninety (90) consecutive nights.

- c. **Site Plan Requirement.** A site plan is required in accordance with Chapter 6, Section 11-613. The site plan shall also include: The sizes and locations of all tent camping areas, all RV sites/pads, recreation areas, open space, and areas devoted to buffer zones.
- d. **Restroom/Shower Facilities.** Restroom/shower facilities are required for all RV parks.
- e. **RV Park Management.** Twenty-four hour on-site or phone access to an RV park manager is required.
- f. **Utilities.** The restroom/shower/clubhouse facilities and all RV sites shall be provided with water, sewer, and electric services. Utilities shall be provided by the RV Park and shall be underground. Dump stations may be allowed instead of public sewer for sites committed to short-term rental periods. As built plans shall be provided to the zoning office when all utilities are completed.
- g. **Fire Protection.** A minimum six (6) inch water line and fire hydrants shall be installed along drives so that all buildings and RVs are within five hundred (500) feet of a hydrant. Service lines may be smaller than six (6) inches in diameter.
- h. **Garbage Collection.** A garbage collection container to serve all RV Park occupants is required and must be emptied once each week.
- i. **Buffering.** A minimum twenty (20) feet wide natural or planted buffer is required along all side and rear property lines. The buffer shall consist of existing trees and other vegetation or planted cedar and/or other evergreen trees.
- j. **State License Compliance.** All RV Parks shall comply with licensing requirements of the State of Tennessee.
- k. **Drives.**
 - 1. Drives accessing an RV Park shall intersect with a city or county street.
 - 2. Drives within RV parks shall be constructed in accordance with the subdivision regulations except that:
 - a) Two-way drives within the RV Park shall be a minimum of twenty (20) feet wide.
 - b) One-way drives shall be a minimum of twelve (12) feet in width.

1. Parking.

1. Visitor parking spaces are to be separate from RV sites and may be provided at or near clubhouse and/or in the interior of the park.
2. Parking shall be designed in accordance with Sections 11-309.
- m. Tent camping is allowed in open space areas designated for that purpose.
- n. On-Site Storage is not allowed.
- o. Commercial activities by RV Park tenants are not allowed.
- p. Commercial activities that cater to RV park tenants' immediate needs (low order goods) which are owned, operated, or leased by the RV Park owners are permitted provided they cumulatively are no more than five (5.0) percent of the total area. A site plan is required for any proposed permanent buildings and parking facilities.

2. **RV Site Requirements.**

- a. RV sites shall be set back fifty (50) feet from outer property lines.
- b. RV sites shall be sized to accommodate the type and size of the RV they will serve. No RV site shall be smaller than thirty-five (35) feet wide and sixty (60) feet deep.
- c. Concrete, asphalt, or gravel RV pads, located within the RV site, shall be appropriately sized to accommodate RVs.
- d. Permanent structures that are not a part of an approved site plan, including roofs, decks, steps, storage facilities, and similar structures, are not allowed on any RV site.

3. **Administration.** Permits and a Certificate of Occupancy are required in accordance with Chapter 7, Sections 11-701 – 11-706 of this zoning ordinance. A certificate of occupancy shall not be issued by the zoning official until all required improvements have been constructed and/or installed. A certificate of occupancy is required prior to the RV Park opening for business. A certificate of occupancy may be revoked for noncompliance of the zoning ordinance and/or building codes.

Section 4. This ordinance shall become effective from and after its passage, the public welfare requiring it.

Approved by the Kingston Municipal Planning Commission: November 16, 2021.

Passed on first reading: _____.

Passed on second reading: _____.

Public hearing held: _____.

Date of Adoption by Kingston City Council: _____.

Approved: _____ **Date:** _____.
Mayor

Attest: _____ **Date:** _____
City Clerk

PUBLIC NOTICE

TO RESIDENTS OF KINGSTON

The City of Kingston is seeking applicants
interested in serving on the

Library Board

to fill three expiring terms

The term is for 3 years

(December 31, 2021-December 31, 2024)

Applications are available at the Kingston Library.

Applications must be submitted by noon on
Tuesday, December 2, 2021

December 9th, 2021

We recommend that the following people continue on the Library board for another term.

Savannah Washam

Kelli Smith

Carolyn Brewer

Rudy Wideman

Jeff Duff

Kerry Willett

Long Reddy

Kingston Public Library Board

Kelly Jackson

From: CAROLYN BREWER <cbrewer0823@gmail.com>
Sent: Monday, October 18, 2021 10:31 AM
To: Kelly Jackson
Subject: Renewal for Library Board

EXTERNAL

To: Kingston City Council

Please accept this notice that I would be willing to serve on the Kingston Library Board for another term.
Thanks for your consideration.

Carolyn Brewer

Sent from [Mail](#) for Windows

This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.

Kelly Jackson

From: Savannah Washam <savannahwasham@yahoo.com>
Sent: Thursday, November 11, 2021 1:59 PM
To: Kelly Jackson
Subject: Library Board

****EXTERNAL ****

Barbara wanted me to email you to let you know that I will stay another term on the Library Board.

****This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.****

Kelly Jackson

From: Kelli Smith <smithkd54@gmail.com>
Sent: Sunday, November 28, 2021 6:46 PM
To: Kelly Jackson
Cc: Barbara Thorbjornsen
Subject: Library Board Position

****EXTERNAL ****

Kelly,

Per our phone conversation last week, I am available to continue in the Kingston Library Board position to which the City Council appointed me several months ago. If the Council should choose to extend my term, I will serve to the best of my ability.

Respectfully,

Kelli Smith
112 Bailey Road
Kingston, TN
(865) 603-2489

Sent from my iPhone

****This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.****

Public Notice

The City of Kingston is seeking applicants
interested in serving on the

Historic Zoning Commission

To fill an expiring term.

One seat is available.

The term is for 5 years

(December 31, 2021-December 31, 2026)

Those interested may submit a letter of
interest, along with a resume, to City
Manager David L. Bolling, 900 Waterford
Place, Kingston, TN 37763 or email to
humanresources@kingstontn.gov, no
later than Noon on Tuesday, December
2, 2021.

Kelly Jackson

From: B C <collins.bc2@gmail.com>
Sent: Thursday, December 2, 2021 8:25 PM
To: Kelly Jackson
Subject: Historic Zoning Commission

****EXTERNAL****

Kelly,

I would like to serve another term on the Historic Zoning Commission. If you need anything else from me please let me know.

Talk to you soon,
Brian Collins

****This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.****

PUBLIC NOTICE TO
RESIDENTS OF
KINGSTON

The City of Kingston is seeking applicants interested in
serving on the

PARKS AND RECREATION COMMISSION

One seat will be available on 07/01/2021

Applicants must live within the City limits of Kingston

Position is for a 4-year term.

Those interested may submit a letter of interest, along
with a resume, to City Manager David L. Bolling, 900
Waterford Place, Suite 200, Kingston, TN 37763, or email
to humanresources@kingstontn.gov

Kelly Jackson

From: Michael Greenwell <mdgreenwell69@gmail.com>
Sent: Wednesday, October 6, 2021 8:44 PM
To: Human Resources
Subject: Parks and Rec Commission
Attachments: Greenwell, Michael Letter of Interest.docx; Greenwell, Michael Resume.docx

****EXTERNAL****

Mr. Bolling,
Attached is my letter of interest and resume for the position on the parks and recreation commission.
Thank you for your consideration,
Michael Greenwell
423-596-4033

****This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.****

423-596-4033

Mdgreenwell69@gmail.com

1105 Lakeshore Drive

Kingston, TN 37763

MICHAEL D. GREENWELL

CITY OF KINGSTON

DEAR MR. BOWLING,

5/10/2021

David Bolling

City Manager

Kingston, TN 37763

As a Roane County native, resident of Kingston, and father to a growing athlete, the opportunity for this position ignites a spark of excitement in me. In my resume, attached with this cover letter, you will find that I not only have the qualifications to succeed in this position, but that my heart for this community, its growth, and wellbeing will help me grow for the betterment of the City of Kingston and its residents. I simply ask for you to consider me for this position.

The ability to ensure that our citizens, young and old, have the opportunity exercise, play, and enjoy community events in comfort is a calling that has been on my heart since watching my cousins play softball on Byrd Field over a decade ago. Now, as I am raising my own son here in Kingston, the calling continues, and I hope to follow through with this calling by serving on the Parks and Recreation Commission and helping our small town thrive while leaving it better for our future generations.

Sincerely,

Michael Greenwell

MICHAEL D. GREENWELL

P 423-596-4033

E Mdgreenwell69@gmail.com

A 1105 Lakeshore Drive
Kingston, TN 37763

OBJECTIVE

To provide positive leadership and outstanding organization to the city of Kingston serving on the Kingston Parks and Recreation Commission. The objective will be attained using well-rounded, relevant skills and experiences, as well as drive/heart for this community and the betterment of its future.

EXPERIENCE

January 2007 - Current
Store Manager, Hobby Lobby
11040 Parkside Drive
Knoxville, TN 37934

After repairing problems such as store planning, budgeting, employment, profit margins, and inventory in all Chattanooga area stores the transfer to Knoxville was made. While managing in Knoxville the store has **increased 15 million dollars in sales**, has **seen a 20% reduction in expenses**, **turnover rate has fallen from 125%-10%**, and **gross margin has increased from 47% to 62%**. Company goals have been met and exceeded in all areas, including but not limited to, payroll, growth, and inventory.

Key Relevant Experience

- Hiring, Training, Managing, Motivating, and Leading Staff
- Planning and Organizing Workloads
- Creating, Implementing, and Maintaining Budgets
- Development and Evaluation of Timely and Effective Strategies
- Problem Solving and Analyzing
- Ability to Oversee a Team of Managers
- Daily Customer Service
- Profound Knowledge of Bookkeeping and Computer Applications
- Coordinating and Directing District and Regional Meetings and Events
- Multitasking and Self-Motivation
- Hands on Work with Advertisement and Promotion

EDUCATION

Roane State Community College
Harriman, TN
Associate Degree in Science (In Progress)

United States Navy
ASVAB Score: 98

KEY SKILLS

- PROJECT MANAGEMENT
- BUDGETING
- PLANNING
- EVENT COORDINATION
- YOUTH SPORTS
- COMMISIONING/PLANNING
- COMMUNITY ORIENTED

August 1994-September 2006

Walmart. Store Manager and TLE District Manager

COMMUNICATION

- Excellent Written and Verbal Communication Skills
- Confident, Articulate, and Professional Speaking Abilities
- Empathic Listener and Persuasive Speaker
- Speaking in Public, to Groups, or via Electronic Media
- Excellent Presentation and Negotiation Skills

DATA MANAGEMENT/OFFICE ORGINAZATION SKILLS

- Calculating Numbers
- Compiling Data or Facts
- Record Keeping and Updating
- Well-versed in all Aspects of Conversion and Accounting with the General Public
- Computer Skills

MANAGEMENT SKILLS

- Able to Lead Others in High Demand Situations
- Group Facilitating
- Planning, Budgeting, Goal Setting, and Scheduling
- Proven Leadership and Organizational Abilities
- A Genuine Desire to Achieve and Evolve
- Ability to Grasp New Ideas and Integrate them into Desired Results
- Able to Coordinate Several Tasks Simultaneously
- Able to Handle Challenges, with Proven History of Increased Productivity
- Commended for Reliability and Trustworthiness
- Committed to Implementing Quality Improvement Techniques
- Coordinating and Scheduling Activities and Events
- Deciding Alternatives, Resources, and Promotion Material
- Excellent Common Sense, Judgment, and Decision-Making Abilities
- Observing Physical Phenomena, Human Behavior, or Changing Situations
- Proven Ability to Maintain Cost Effective Operations
- Proven History of Improving Operations and Increasing Profitability
- Remains Calm in Stressful Situations

-
- People Oriented, Enjoys Working Directly the General Public

LEADERSHIP

- Event, People, and Business Management
- Collaboration
- Decision Making
- Problem Solving
- Communication
- Project Management

REFERENCES

Eric Clark
Kingston Parks and Rec
Kingston, TN
865-414-2102

Phillip Martin
Pastor, The Grove Baptist Church
Kingston, TN
865-235-2480

Tommy Spakes
Kingston, TN
865-617-0707

Chris Lee
Harriman Police Department

To whom it may concern,

My name is Denise Headrick, and I have been a resident of Kingston for over 48 years. I graduated from Roane County High and raised both my children here. I have worked for businesses in Kingston for most of my life and enjoy our town and community. I have been on the KOC board as my son played baseball and football for the Optimist club growing up. During that time, I was over all the fundraising that we did to support the club. Have recently started sitting in with Outdoor Kingston meetings and was just involved in their Pup-O-Treat last week.

I am very interested in serving a seat on the Parks and Recreation Commission. I truly believe that our town is great and can even be greater. If given the chance I will do all that I can to help, educate, and make our community the best that it can be.

Thank you for allowing me to have this chance.

Denise Headrick

**Denise Headrick
235 S Kentucky St Apt 8
Kingston TN 37763
(865)603-1939 ddheadrick72@gmail.com**

Executive Assistant to Corporate Director of Purchasing

HT Hackney Corporation

11/06- Present

Duties:

- Include screening and prioritizing mail and phone calls, researching and writing memos.
- Maintain executive calendar and meeting agendas, prepare materials used in executive presentations and make travel arrangements.
- Organize and maintain files and office libraries of books, papers and digital media.
- Prepare reports, memos, letters, and other documents, using word processing, spreadsheets, and database software
- Negotiate with suppliers, purchasing supplies, maintaining leased equipment and managing stockrooms.
- Responsible for Corporate Pricing upkeep and maintenance for 28 warehouses.
- Assist in training of new staff members.
- Office coordinator.
- Responsible for safeguarding confidential information.

Skills:

- Organization and flexibility.
- Mult-task, meet deadlines and work as part of a team.
- Familiarity with computers and common business applications are necessary in the modern business office.
- Well-developed communications and reading skills and knowledge of grammar, spelling and punctuation.

Buyer

- Planned, evaluated, and purchased items from National vendors for Distribution Centers in 22 States.
- Checked invoices to compare billing issues.
- Worked one on one with Sales Associates to set up new items.

Receptionist

- Answering multi-line phone, greeting vendors and sales reps, taking applications.

Assisant Manager

Piggly Wiggly

7/18-10/19

- Stocking store, running register, balancing safe, closing store.

HR Assistant

Lowes

5/04-11/06

- Spring hire program, take all paper applications, do interviews, sort departments needed, do oral drug screen.

Head Cashier

- Responsible for Cashier Tills, set up and broke down, cash drops.
- Customer Service Desk.
- Breaks, schedules, vacations.

Front End Manager

Piggly Wiggly

4/01-5/04

- Responsible for ordering cigarettes, cashier schedules, cash tills, weekly sale ads into system, hanging all sale signage, price changing
- Worked in deli during holiday seasons; prepared hot and cold food, decorated cakes and cookies

Education

South College, Knoxville TN

Additional Skills:

- Word, Excel, PowerPoint, AS400

References Available Upon Request

References:

Angie Terrell Broker/ConAgra Foods 865-774-7385 or 865-384-5567 known 13years

John Mayton Farm Bureau Agent 865-803-8006 or 865-354-1512 known 26 years

Tim Neal Mayor/Kingston City 865-599-9459 known 30 years

Kelly Jackson

From: Morgan, Donald <Donald.Morgan@autozone.com>
Sent: Friday, October 29, 2021 9:08 AM
Cc: Morgan, Donald
Subject: Fwd: Kingston Park & Rec Board seat

EXTERNAL

Get [Outlook for iOS](#)

From: Morgan, Donald <Donald.Morgan@autozone.com>
Sent: Monday, October 25, 2021 9:23:37 PM
To: kelly.jackson@kingston.gov <kelly.jackson@kingston.gov>
Cc: Morgan, Donald <Donald.Morgan@autozone.com>
Subject: Kingston Park & Rec Board seat

To whom it may concern,

I'm very interested in the open Kingston Park and Rec Board seat if it hasn't already been filled. I enjoy giving my time to the Kingston community and would love the opportunity to serve the City of Kingston.

If you have any questions, please contact me. I appreciate your consideration.

Sincerely,
Donnie Morgan
865-804-1073

****This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.****

Kelly Jackson

From: Linda <lctdot@bellsouth.net>
Sent: Sunday, October 31, 2021 7:58 PM
To: Human Resources
Subject: Board position Parks & Recreation
Attachments: LINDA CT RESUME FOR Kingston.docx

****EXTERNAL****

ATTENTION: Mr. David Bolling

Mr. Bolling:

After seeing a position opening on Parks & Recreation I wanted to put my name in for consideration.

I am a life long resident of Roane County. After I became a widow I purchased a home on Arsenault Crossing which put me in the city limits. I have no plans on moving.

I'm familiar with the City of Kingston and its facilities, parks and events.

I remember when the Community Center was built along with many other structures and parks. When I worked with Roane County Highway Department Mr. Bob Collier Road Superintendent provided the manpower, equipment and labor to excavated the land and hauled in dirt a big contribution to establish the Southwest Point Baseball field.

Many years ago I worked on the 1st referendum to pass a tax for the Walkway. The first vote failed. The next referendum, the Jaycettes & Jaycees teamed up with Mayor Jim Henry and others to pass the Waterfront Tax and we had a plan for the walkway and the Amphitheater. Its only taken 40 + years for the Amphitheater but its now there. I spent 20 years every July 4th at the Kingston City Park, providing Carnival Games and activities for the community and many from the counties to come. Everything from a duck pond, bingo, balloon darts, musical entertainment. Topped off with Fireworks. Our days there averaged from 3 to 7. The longer times involved when we hosted the Boat Races which we did. We also provided food which included a hamburgers, hot dogs, chili, chicken dinner to BBQ. The boat racers loved coming here for our food.

At the end of the day/week whatever money we raised at the City Park went to pay for the Fireworks and was paid for by the Jaycees. We always got \$ 500.00 from the City and Police for traffic control & any other events. Our Jaycees My late husband Shot the Fireworks but many others were involved. I believe Councilman Tony Brown participated a few times. If not shooting fireworks I know he helped on many other projects & programs.

I could go on & on.

I will attached a list of the many organizations I was involved in or began.

I am retired I have the time to participate and I feel I still can look forward & plan for the future.

I'm leaving my information on the top of the attachment.

Thank you for your consideration.

With best regards, I am

Linda C. Townsend

ATTACHMENT:

*****This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.*****

LINDA C. TOWNSEND
116 Arsenault Crossing
Kingston, TN 37763
865-603-6192

LCTDOT@BELLSOUTH.NET

Native Roane Countian

Resident City of Kingston since 2016

Former Member of the Following:

Kingston Jaycettes

Kingston Jaycees

Kingston Business & Professional Women's Club

Member of Roane County Executive Women first organized

Founding Member Green & White Club served as President 6 years

Served as Officers in all the other organizations listed and ran many projects and programs.

One of Four Founding Members of Operation REACH –still serve as an Officer.

Recognized as Outstanding Young Woman of Roane County 1982 top 20 in state of Tenn.

Kingston Order of Eastern Star # 405

Member Courts of Praise Church

Served 2 years as Statewide TN Jaycees Vice President & other offices & Positions & Chairmanships. Recognized as Outstanding State Officer twice.

My Employment History:

**Roane County Government (Co.Hwy. Dept. 1974-1988) Human Resources/
Business Manger**

Roane Clean Community Systems 1988-1991 Executive Director.

TN Employment Security 1982—1994 Claims

Accepted a position in Accounting with TN Dept. of Corrections 1994---1998

Accepted a position in Accounting with TN Dept. of Transportation 1988—2013

RETIRED June 30, 2013 With 37 Full years



December 2021 Surplus Items

Parks & Recreation

- Two Motorola XTS 1500 Portable Radios (SN: 687CMF1736; 687CMF1735) with charging stands and one compatible Motorola shoulder mic.
- Ivers & Pond Upright Piano (not used any longer)
- Motorized Cart (not in working condition)
- 2005 Ford F-150 8ft bed cover

Swan pond recreation complex

I've asked the city manager to add Swan Pond recreation complex to the agenda because of the need of discussion. An amendment to extend for 45 days to resolution was brought before the county commission on November 9th to allow a city to take over the swan pond recreation area(soccer) and potential softball complex to be invested in.

The amendment was brought by Kingston County Commissioner Ben Wilson to see if Kingston City would be interested since Harriman had already shown interest.

This was the first time of having knowledge of the resolution and I didn't want to let an opportunity pass by because we didn't respond.

Since November 9, I've spoke to Ron Woody and Commissioner Ben Wilson about the property. The property is leased from TVA to county and the county is ready to turn lease over to a city that shows interest. The county would relinquish all rights on property to a city. The city would take over the lease is also eligible for any profit thru tax. The 250k development plans for the complex are included with the 30-year lease at \$1 year.

The soccer fields that are being used by AYSO is ran by Keenan Heathcoat (Member of Kingston Parks and Rec) was another person I had direct contact to ask his thoughts on city taking over the Soccer Complex and future Softball complex. Keenan was extremely concerning that Kingston would be missing this opportunity. We are in desperate need for fields and a complex such as this. He is 100% in favor.

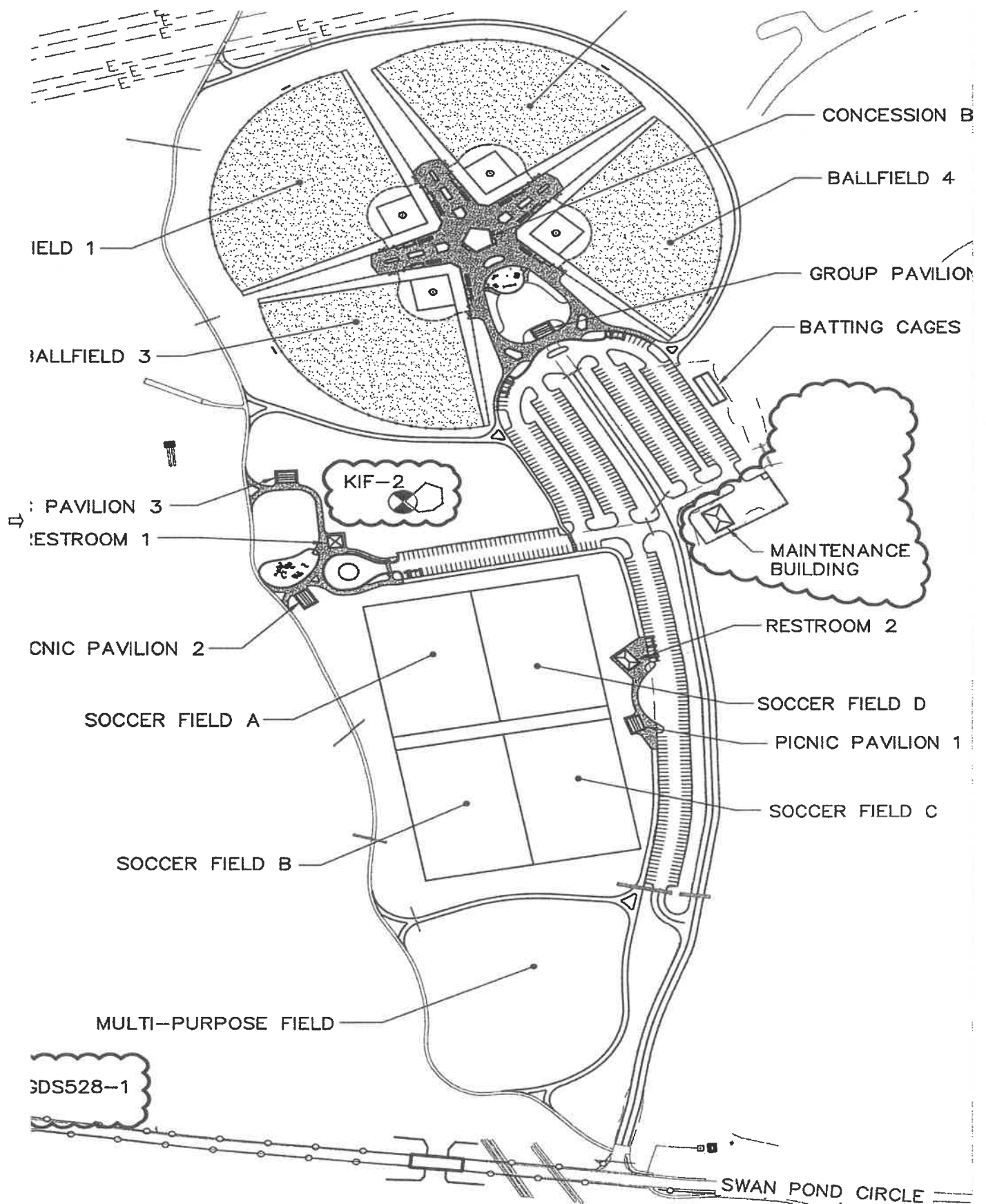
I spoke to director of KOC and ask their thoughts about city taking over the complex. Jamie Davis said they were 100% in favor for the city taking over lease. He agreed Kingston was in need of complex. He said KOC would be willing to participate to assist, partner or anything to help.

Last night after Parks and Rec board meeting the discussion was brought up at meeting with positive feedback of being in favor of City taking over the complex per members.

Tonight, I had a mandatory meeting for work and wasn't able to attend the workshop, but with that said I have spoke to many parents of children in sports that are played in Kingston that was very concerned we shouldn't let this opportunity just pass by without showing interest in taking over the lease.

Tara Stockton. City Council 12.7.2021

Development plans for Sports complex-
\$250k value that is included turning the property lease over
to a city that shows interest in complex.



License Agreement for Occupancy and Use of TVA Land

Contract No. _____

Tract No. _____

A. Date of Agreement: 10 01 2015
Month Day Year

B. Name of Licensee: Roane County
Address: 200 E. Race Street, Kingston, Tennessee 37763
Telephone Number: 865-376-5578

C. Licensee is a: ☒ GOVERNMENT ☐ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL
☒ LOCAL ☐ STATE ☐ FEDERAL

D. Description and Location of Premises:
Sixty-seven (67) acres of property located adjacent to Swan Pond Road and the north embayment to include the asphalt trail from Swan Pond Circle to the Guplon wetland trailhead and parking area and the Swan Pond Road trailhead. See attached map.

E. Permitted Use of Premises:
Public recreation as a ball-field area. Roane County to be responsible for construction, operation, and maintenance of the area, including mowing, trash pick up, and general law enforcement.

F. Period of Occupancy is to Begin: 10 01 2015
Month Day Year

G. IF APPLICABLE - Cost of license per year \$N/A

H. Notice of Termination of Agreement (By Either Party) Must Be Given Prior to Actual Date Of Termination: 8/1/2045
☐ 30 days ☒ 60 days

I. TVA Designated Representative: Carol E. Eimers
Address: 1134 Swan Pond Road, Harriman, TN 37748
Telephone Number: 865-717-1629

This agreement, made and entered into as of the date first written above, by and between TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"), a corporation created by the Tennessee Valley Authority Act of 1933, and the party described in section (b) above (hereinafter called "Licensee"), whose address is described in section (B) above.

911 ADDRESS of SPSC

101 SWAN POND CIRCLE
HARRIMAN

WITNESSETH

In consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. TVA hereby grants to the Licensee a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the premises described in section (D) above for the purposes described in section (E) above during the term of this agreement. Said premises are more specifically described and designated on the sketch map labeled "EXHIBIT A," which is attached hereto and made a part hereof.
2. In all matters relating to this license, the TVA designated representative, whose name and address appear in section (I) above, shall act for TVA, unless or until TVA shall designate a different representative or address.
3. The Licensee shall have the right, upon receipt of TVA's written approval of Licensee's plans, to dig; excavate; install pipe, wire, and poles; cut, trim, and clear trees and brush; and destroy or otherwise dispose of such trees and brush and other obstructions, but only to the extent reasonably necessary to the occupancy and the use of the premises for the purpose for which this license is granted.
4. The Licensee shall maintain the premises in as good condition as they were in when first entered upon pursuant to this license, ordinary wear and tear excepted, and damage caused by acts of God, civil commotion, or negligence of TVA excepted. If the Licensee shall fail to restore the premises to their original condition and to make any repairs or replacements required by this article, TVA may make such repairs or replacements, and in that event the Licensee shall reimburse TVA the full cost thereof within thirty (30) days after notice of payment therefor. Without limiting the foregoing, the following provisions shall be applicable to Licensee's maintenance obligation:
 - a. Turf areas shall be mowed every 7 to 10 days, beginning the third week of March and extending through the second week of November. Mowing frequency may be more or less at times, depending on type of turf, rate of growth, and periods of drought. Turf mowing height shall be between two to three inches. Areas prone to scalping shall be mowed in a manner that prevents scalping. All clumps or piles of grass clippings resulting from excessive growth or mowing pattern shall be removed and disposed of in an approved manner. Grass clippings shall generally be discharged away from mulch beds and paved surfaces whenever possible. Clippings discharged on pavements, mulch, or ornamental plants shall be removed after each mowing. Areas shall be policed of litter and fallen limbs prior to mowing, with litter to be deposited in an on-site bulk container and limbs disposed of in an approved area. Trimming and edging around curbs, mulch beds, and other obstacles shall be performed with mechanical equipment at least every other mowing cycle. Chemical edging may be done selectively.
 - b. Shrub beds, flower beds and trees shall be inspected monthly and kept free of litter and weeds. Appropriate pre- and post-emergent herbicides as well as hand removal may be utilized in controlling weeds. Beds and trees shall be mulched with a quality hardwood bark mulch each year. Mulch bed edges shall be maintained with well-defined borders. No grass shall be allowed to grow in mulched areas. Mulch shall be raked and fluffed as needed to maintain fresh appearance. Shrubs and trees shall be pruned as needed to remove broken or dead plant material. Overgrown branches comprising a hazard or detracting from the appearance of the facility, shall also be removed as needed. Dead or severely damaged trees and shrubs shall be completely removed.
 - c. Fertilizer for turf areas shall be slow-release nitrogen type and applied per label instructions. All ornamental plants and flower beds shall receive an annual fertilization with slow-release nitrogen type material (such as Osmocote) in accordance with maximum label rates during early spring.
 - d. Leaf removal/mulching during the fall shall be performed on a frequency to prevent leaf accumulations that would injure turf or ornamentals. Leaves shall generally be mulched or removed approximately three times beginning November 1, with final removal complete by December 15.
 - e. Roadways, sidewalks, paths, and parking lots shall be cleaned monthly of accumulations of gravel and sand in low areas or gutters. Cracks and joints in pavements shall be treated chemically as required (annually or bi-annually) to prevent the growth of weeds. Drainage grates and curbed gutters shall be kept clean as needed to prevent clogging by leaves and other debris.
 - f. Garbage receptacles located on premises shall be serviced with a new liner as needed. Garbage shall be deposited in the on-site bulk container.
 - g. Fences within or bordering the licensed premises shall be kept clear of grass, vine and tree growth by a combination of mechanical and chemical means.
 - h. Exterior signs shall be cleaned by washing with mild detergent and water twice per year, depending on need.

5. Either party may terminate this agreement at any time without regard to payment periods, by giving written notice to the other, specifying the date of termination, such notice to be given not less than the time period specified in section (H) above. Any notice mailed, addressed to the Licensee at the address indicated herein, or delivered to the Licensee shall be notice hereunder by TVA. Any notice mailed or delivered to the TVA-designated representative at the address indicated herein, unless and until TVA shall designate a different representative or address, shall be notice hereunder by the Licensee.
6. The Licensee shall have the right, during the period of this agreement, to make improvements, erect structures and install equipment in or upon the premises, upon receipt of advance written approval from TVA's designated representative listed in section (I) above. Such structures and equipment so placed in or upon or attached to the said premises shall be and remain the property of the Licensee and may be removed therefrom by the Licensee at any time prior to any termination of this agreement and within thirty (30) days after any termination of this agreement; provided, however, that no structures may be erected upon the said premises unless and until the design and proposed location thereof have been approved by TVA; and provided, further, that the Licensee shall, upon the removal of said structures and equipment, promptly repair any damage to the premises resulting from the erection, installation, or removal of said structures, and equipment. Title to structures and equipment not removed from the premises within thirty (30) days after any termination of this agreement shall automatically vest in TVA without further consideration. All property, structures, and equipment of the Licensee placed in or upon or attached to the premises shall be at the sole risk of the Licensee. The Licensee shall, upon the removal of any or all of its property, promptly repair any damage to the premises resulting from the placing, construction, maintenance, and removal of said property. No fill material may be placed on or removed from the premises without advance written approval from TVA's designated representative.
7. The licensee shall not, during its occupancy and use of the premises, reconstruct, relocate, or structurally alter any structure or fixed improvement upon the premises, unless such reconstruction, relocation, or structural alteration is made with the prior written approval of TVA.
8. TVA reserves the right to enter upon the premises for the purpose of inspecting the premises, conducting any operations or programs upon the premises that will not interfere with the continued use of the premises by the Licensee under the terms of this agreement, and going to and from any lands of TVA which adjoin the premises.
9. The Licensee's occupancy and use of the premises covered by this agreement are subject to, and the Licensee shall comply with, all applicable laws and governmental regulations and all rules and regulations prescribed by TVA with respect thereto. The Licensee shall promptly pay all ad valorem taxes which lawfully may be imposed upon its property on the premises.
10. All land-disturbing activities shall be conducted by the Licensee in accordance with best management practices to control erosion and sedimentation so as to prevent adverse impacts on water quality and related aquatic interests in order to meet the requirements of Section 208 of the Clean Water Act and implementing regulations. Such practices shall be consistent with sound engineering and construction principles; applicable Federal, State, and local statutes, regulations, or ordinances; and proven techniques for controlling erosion and sedimentation. The Licensee shall do all in its power to prevent and suppress forest and grass fires upon or in the vicinity of the premises. The Licensee shall keep the premises at all times in a clean and sanitary condition.
11. Licensee will control all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of the premises, in full compliance with all applicable standards and requirements relating to pollution control of any kind now in effect or hereafter established by or pursuant to federal, state, or local statutes, ordinances, codes, or regulations. If there is a discharge or release of a hazardous substance, material, or waste, or of any pollutant or other substance, in or from the premises by any person or entity other than TVA for which a cleanup, remediation, restoration, removal, or other action (hereinafter, individually and collectively, referred to as "environmental response") is ordered or required pursuant to any federal, state, or local statute, regulation, or ordinance (including, without limitation, discharges or releases which spread or move in whole or in part beyond the premises to other areas owned by TVA), Licensee shall bear full responsibility for the cost (including, without limitation, natural resources damages and costs) of said environmental response, and shall not seek any contribution or indemnification from TVA for all or any portion of said costs; provided, however, that nothing in this covenant is intended to or shall preclude Licensee from seeking indemnification or contribution from any other person or entity, and provided further that nothing herein shall create any rights in or be enforceable by any person or entity other than TVA, or its successors and assigns.
12. To the extent permitted by law, the Licensee agrees to fully indemnify and hold the United States of America, TVA, and its directors, officers, agents, and employees, harmless from and against any and all claims, demands, liability, losses, damage, costs, or expenses (including attorney's fees and other costs of defense), of any nature or kind whatsoever, arising out of or otherwise resulting from the Licensee's activities on the premises or the condition or use of the premises covered by this agreement, except liability for personal injuries or property damage caused by the sole negligence of TVA, its directors, officers, agents, or employees.

13. No assignment of this agreement or any interest herein and no sublicense for any purpose shall be made or granted by the Licensee.
14. The Licensee agrees that it does not, and shall not, claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this license or its occupancy or use hereunder.
15. TVA does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this agreement.
16. No member of or delegate to Congress or Resident Commissioner or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that might arise therefrom, but this provision shall not be construed to extend to a corporation or unit of Government contracting for its or for the public's general benefit; nor shall the Licensee offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 18 C.F.R. Section 1300.735-12 or -34. Breach of this provision shall constitute a material breach of this agreement.
17. Any relocation or adjustment of Licensee's equipment or related facilities necessitated by TVA's activities during the term of this license shall be performed at the sole expense of the Licensee.
18. Licensee shall pay TVA interest, at the rate payable by TVA under the Prompt Payment Act (31 U.S.C. §§ 3901-3906), on any overdue amount. Interest shall run from the date payment is due under this license until the date TVA receives payment or the date the remittance is postmarked, whichever is earlier. In addition to the interest charge for late payment, Licensee shall pay TVA an administrative fee currently fixed at Fifteen Dollars (\$15) as a result of such late payment. Payment of interest and the administrative fee shall be due thirty (30) days after the date of TVA's invoice for said payment. Failure to make any payment as required by this license shall be basis for termination.
19. The Native American Graves Protection and Repatriation Act and the Archeological Resources Protection Act apply to archeological resources located on the premises. If Licensee discovers human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archeological resources on or under the premises, Licensee shall immediately stop activity in the area of the discovery, make a reasonable effort to protect the items, and notify TVA by telephone at (865) 632-3680, with written confirmation to TVA at TVA, Cultural Compliance, 400 West Summit Hill Dr., WT11D, Knoxville, Tennessee 37902. Work may not be resumed in the area of the discovery until approved by TVA.
20. No person shall, on the grounds of race, color, religion, sex, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be subjected to any discrimination under any program activity carried out by the Licensee utilizing benefits or assets obtained by reason of the license. In conducting such programs and activities, the Licensee shall comply with applicable Federal laws, regulations, and Executive Orders together with any further amendments thereto.

In addition to the above, the following items WHICH HAVE BEEN CHECKED (X) also apply:

- ☒ 21. This agreement in no way constitutes approval by TVA, within the meaning of Section 26a of the Tennessee Valley Authority Act of 1933, of any structures, utilities, or facilities constructed or to be constructed hereunder. The Licensee will not construct any structures, utilities, or facilities for which approval is required under said Section 26a until plans for such structure, utility, or facility have been submitted to TVA for approval in accordance with established procedures.
- ☐ 22. The Licensee shall pay TVA for this license at the rate specified in section (G) above, payable in advance. The first annual payment shall be made on the date specified in Article (F) above. Subsequent annual payments shall be made in advance promptly by the month and day specified in Article (F) above. Payment for any period less than one (1) year shall be apportioned on a 365-day basis, and upon any termination of this agreement, TVA shall refund the unearned portion of the fee paid in advance; provided, however, that no payment or refunds shall be made in amounts less than ONE DOLLAR (\$1).
- ☐ 23. TVA reserves the right to evaluate and change the annual fee rate which is documented as a part of this agreement. If a new fee structure is initiated, a change in the annual license payment will be required. TVA will notify the holder of the agreement and give at least 90 days notice if and when a change is required.
- ☒ 24. TVA reserves the right to manipulate the levels of any of its lakes in any manner whatsoever, and to drawdown said lakes at any time. TVA shall not be liable to the Licensee by reason of any injury to person or property or for loss of life or property suffered or sustained in, upon, or about any of the premises as a result of the operations of TVA.
- ☒ 25. The Licensee shall have the right to pass and repass over existing access roads of TVA not included in the licensed premises in going to and from said premises. Such existing access roads will be designated by TVA. In the event that the Licensee shall require additional access roads in going to and from the licensed premises, the Licensee may

construct, at its own expense, such additional access roads, but such additional access roads may not be constructed in locations other than those designated by TVA. Access roads so constructed by the Licensee shall be maintained in usable condition by the Licensee during the period of use thereof by the Licensee.

- ☒ 26. Without limiting any obligations or liabilities under this agreement, the Licensee shall, at its own expense, provide and maintain in effect throughout the term of this agreement, Commercial General Liability insurance, occurrence form, with bodily injury and property damage combined single limits of at least \$1,000,000 per occurrence. The policy or policies of insurance shall be written by an insurance company or companies which shall be rated A or better by A.M. Best Company and are licensed to do business in Tennessee, or are an accepted surplus lines carrier. The insurance carrier or carriers and form of policies shall be subject to TVA's acceptance.

The Licensee shall require its insurers to amend its Commercial General Liability and if applicable, Umbrella or Excess Liability policies to provide that:

- (a) TVA, the U.S., their directors, officers, agents, and employees are Additional Insureds under this policy; and
- (b) It states that it is primary, noncontributory insurance; and
- (c) It includes an insurer's waiver of rights of subrogation in favor of TVA, the U.S., their directors, officers, agents and employees; and
- (d) It contains a cross liability or severability of interest clause; and
- (e) It states the policy may not be canceled, non-renewed, or materially changed by the insurer without giving thirty (30) days prior written notice to TVA (except that notice of cancellation for nonpayment of premium may be ten (10) days).

Prior to beginning operations under this agreement, Licensee shall cause its insurers or agents to provide TVA with an annual Certificate of Insurance evidencing the policies and endorsements above. Failure by the Licensee to provide and maintain current, valid certificates of insurance throughout the agreement shall be material breach of the agreement for which TVA may exercise any rights or remedies it may have under the agreement or by law. If requested by TVA, the Licensee shall promptly provide or cause its agents to provide a certified copy of the insurance policy.

Licensee will promptly notify TVA of any accidents on and/or damage to the licensed premises or the facilities thereon. TVA may require the Licensee at any time to obtain and maintain increased minimum amounts of insurance coverage to the extent it reasonably believes such increased minimum amounts of insurance coverage are necessary in accordance with standard insurance industry practice or to cover changes caused by inflation.

☒ 27. **Special Provisions:**

A. With respect to compliance with Paragraph 26, TVA recognizes that Roane County, Tennessee, is self-insured. However, if it should cease to be self-insured, Roane County shall procure the insurance required by Paragraph 26.

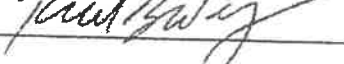
B. Camping is prohibited on the premises.

C. Hunting is prohibited on the premises.

IN WITNESS whereof, the parties have executed this instrument on the day and year first above written.

LICENSEE

TENNESSEE VALLEY AUTHORITY

By 
Title County Executive

By 
Title General Manager



**KINGSTON BEER BOARD
REGULAR MEETING
Tuesday, December 14, 2021**

A G E N D A

- A. Call to Order**
- B. Roll Call**
- C. Previous Minutes**
- D. New Business**
 - 1. None

**ALL CITY OF KINGSTON MEETINGS ARE OPEN TO THE PUBLIC. THIS MEETING
WILL ALSO BE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND
POSTED TO YOUTUBE AND OUR FACEBOOK PAGE.**

REGULAR MEETING – KINGSTON BEER BOARD
TUESDAY, NOVEMBER 9, 2021
KINGSTON CITY HALL

The Regular Meeting of the Kingston Beer Board was held on Tuesday November 9, 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 Wright, second by Member Childs to waive the reading and approve as written the minutes of the regular meeting on October 12, 2021.

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

Citizens Comments: None

New Business: None

Chairman Neal adjourned the meeting. 6:48 pm

APPROVED _____

Timothy Neal, Chairman

ATTEST:

City Clerk



**KINGSTON WATER BOARD
REGULAR MEETING
Tuesday, December 14, 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

**ALL CITY OF KINGSTON MEETINGS ARE OPEN TO THE PUBLIC. THIS MEETING
WILL ALSO BE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND
POSTED TO YOUTUBE AND OUR FACEBOOK PAGE.**

REGULAR MEETING – KINGSTON WATER BOARD
TUESDAY NOVEMBER 9, 2021
KINGSTON CITY HALL

The Regular Meeting of the Kingston Water Board was held on Tuesday, November 9, 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 Griffis, second by Vice Mayor Humphreys to waive the reading and approve the minutes as written the minutes of the regular meeting on October 12, 2021

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

Citizen Comments – None

Board Comments –

- Member Stockton-Questioned paving projects associated with ARP projects (Mr. Bolling explained we are receiving conflicting views regarding paving and that was a topic that will hopefully get clarified when we receive the FINAL Rules). Member Stockton also inquired about the status of the letter submitted to the County regarding matching funds and the deadline set for plans (Mr. Bolling explained that the City is not prepared to submit plans to the County and that a letter was sent to the County Executive and their committee requesting matching funds but have not received a response)
- Member Brown- Confirmed that the County ARP Committee did meet that they voted down all requests and stated they were going to use the money for County purposes only. County Commission met last night and a motion was made to abolish the ARP committee but the motion failed.

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

- Announced that the City received our first half of ARP funds today.
- He and Distribution/Collection Manager Kevin Hamilton attended the TAUD conference recently where ARP funds were discussed. John Greer (previously with the Comptroller's Office and now employed by TAUD) will be a great asset for consulting regarding ARP funds. Topics emphasized included: Speculative projects will not be approved; The need to focus on replacing aging existing infrastructure; All infrastructure projects will be subject to depreciation which could cause rate increases; Cautioned entities to wait until the FINAL rules are issued before you spend any money.
- Pending TAUD/TDEC needs assessment to further evaluate our needs
- Need to solicit engineering firms for projects

New Business: None

Chairman Neal adjourned the meeting. 6:59 pm

APPROVED _____

Timothy Neal, Chairman

ATTEST:

City Clerk