

REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, JULY 12, 2022 – 6:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in regular session on Tuesday, July 12, 2022 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, Vice-Mayor Becky Humphreys, Council Member Tara Stockton and Mayor Tim Neal. Staff present: City Manager David Bolling (via phone), City Clerk Kelly Jackson, Finance Director Michelle Kelley and City Attorney Jack McPherson. Council Member Jeff Griffis and Council Member Stephanie Wright were absent.

APPROVAL OF PREVIOUS MINUTES

A motion was made by Member Childs, second by Vice-Mayor Humphreys to waive the reading and approve as written the minutes of the public hearing and regular meeting on June 14, 2022.

The motion passed with a unanimous roll call vote. 5 Ayes.

CITIZEN COMMENTS/PERSONS TO APPEAR/PROCLAMATIONS

-Ronnie Baggett addressed council in support of the pickle ball courts at the Kingston City Park.

REPORTS-MAYOR AND COUNCIL-

- Member Brown-Nothing additional to report
- Member Childs-Continued compliments on the new sidewalk and lighting. He has received request to add more playground equipment at the City Park.
- Member Griffis-Absent
- Vice-Mayor Humphreys-The Parks & Recreation Board unanimously recommends that the tennis courts at the City Park be changed to pickle ball courts. They also voted to recommend new members to fill the vacancies on the board which will be discussed later in the meeting.
- Mayor Neal-The new radar red light controls are working well. Thanked all of the employees and volunteers who helped with the Smokin' the Water event.
- Member Stockton-Nothing additional to report
- Member Wright-Absent

REPORTS-CITY MANAGER'S REPORT

- Commented that the new radar traffic light controllers recently installed are working well. If anyone received any complaints, please let us know and we can call Progression back to adjust if needed.
- The city was awarded the ARC grant for improvements to Ladd Park in the amount of \$661,896. This is a 50/50 matching grant. He will place the proposed funding on the August 2022 work session agenda.
- The new fire truck is ready. We have plans to pick up on August 22, 2022. The next truck to be replaced will be the ladder truck.

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 approve the first reading of Ordinance 22-07-12-01, an ordinance amending the zoning map of the City of Kingston, Tennessee by rezoning property from R-1, residential district to R-2, residential district.**

A motion was made by Member Brown, second by Member Childs to approve the first reading of Ordinance 22-07-12-01, an ordinance amending the zoning map of the City of Kingston, Tennessee by rezoning property from R-1, residential district to R-2, residential district. (Tax Map 058, Parcel 115.00)

The motion passed with a unanimous roll call vote. 5 Ayes.

- B. Consideration to approve Resolution 22-07-12-01, a resolution authorizing the City of Kingston to participate in the Public Entity Partners Safety Partners matching grant.**

A motion was made by Member Stockton, second by Vice-Mayor Humphreys to approve Resolution 22-07-12-01, a resolution authorizing the City of Kingston to participate in the Public Entity Partners Safety Partners matching grant.

The motion passed with a unanimous roll call vote. 5 Ayes

- C. Consideration to approve Resolution 22-07-12-02, a resolution authorizing the City of Kingston to participate in the Public Entity Partners James L. Richardson Driver Safety matching grant.**

A motion was made by Member Childs, second by Member Stockton to approve Resolution 22-07-12-02, a resolution authorizing the City of Kingston to participate in the Public Entity Partners James L. Richardson Driver Safety matching grant.

The motion passed with a unanimous roll call vote. 5 Ayes.

- D. Consideration to approve Resolution 22-07-12-03, a resolution authorizing the City of Kingston to participate in the Public Entity Partners Property Conservation matching grant.**

A motion was made by Member Stockton, second by Vice-Mayor Humphreys to approve Resolution 22-07-12-03, a resolution authorizing the City of Kingston to participate in the Public Entity Partners Property Conservation matching grant.

The motion passed with a unanimous roll call vote. 5 Ayes

E. Consideration to authorize the City Manager to initiate professional services for the application of gateway signage, not to exceed \$20,000.

A motion was made by Member Stockton, second by Vice-Mayor Humphreys to authorize the City Manager to initiate professional services for the application of gateway signage, not to exceed \$20,000.

Further discussion ensued prior to vote.

A motion was made by Member Brown, second by Member Childs to postpone/table until next month in order to discuss further in the work session to clarify some specifics.

The motion to postpone/table passed with a unanimous roll call vote. 5 Ayes

F. Consideration of appointments to fill two expired terms on the Parks and Recreation Commission for terms beginning 7/1/22 and expiring 6/30/26

A motion was made by Vice-Mayor Humphreys, second by Member Childs to reappoint Keenon Hethcoat to another term and to appoint Denise Headrick to fill the other expired term on the Parks and Recreation Commission. Both terms will expire 6/30/2026.

The motion passed with a unanimous roll call vote. 5 Ayes

G. Consideration to approve the dispatch agreement with the Roane County Emergency Communications District for fiscal year 22-23.

A motion was made by Member Brown, second by Member Childs to approve the dispatch agreement with the Roane County Emergency Communications District for fiscal year 22-23.

The motion passed with a unanimous roll call vote. 5 Ayes

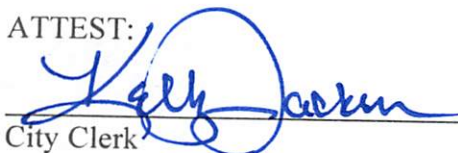
Mayor Neal adjourned the meeting at 6:27 pm

APPROVED 8-9-2022



Tim Neal, Mayor

ATTEST:



City Clerk

Resolution: 22-07-12-01
A RESOLUTION AUTHORIZING
THE CITY OF KINGSTON
TO PARTICIPATE IN

"Safety Partners" Matching Grant Program

WHEREAS, the safety and well-being of the employees of the City of Kingston is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Kingston employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a *"Safety Partners" Matching Grant Program*; and

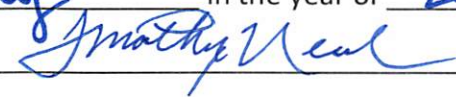
WHEREAS, the City of Kingston now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KINGSTON, TENNESSEE the following:


SECTION 1. That the City of Kingston is hereby authorized to submit application for a *"Safety Partners" Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of Kingston is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 12 day of July in the year of 2022.



Mayor

ATTEST 

City Clerk

Resolution: 22-07-12-02
A RESOLUTION AUTHORIZING
THE CITY OF KINGSTON
TO PARTICIPATE IN

James L. Richardson "Driver Safety" Matching Grant Program

WHEREAS, the safety and well-being of the employees of the City of Kingston is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Kingston employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "Driver Safety" Matching Grant Program; and

WHEREAS, the City of Kingston now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KINGSTON, TENNESSEE the following:

SECTION 1. That the City of Kingston is hereby authorized to submit application for a "Driver Safety" Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of Kingston is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 12 day of July in the year of 2022.



Mayor

ATTEST:



City Clerk

Resolution: 22-07-12-03

**A RESOLUTION AUTHORIZING
THE CITY OF KINGSTON
TO PARTICIPATE IN
Public Entity Partners'
Property Conservation Matching Grant Program**

WHEREAS, the citizens of the City of Kingston have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of Kingston; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the PROPERTY CONSERVATION MATCHING GRANT PROGRAM; and

WHEREAS, the City of Kingston now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KINGSTON, TENNESSEE the following:

SECTION 1. That the City of Kingston is hereby authorized to submit application for the PROPERTY CONSERVATION MATCHING GRANT PROGRAM through the Loss Control Department of Public Entity Partners.

SECTION 2. That the City of Kingston is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 12 day of July in the year of 2022.



Mayor

ATTEST:



City Clerk

RECEIVED
7/18/22 AS

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

July 1, 2022

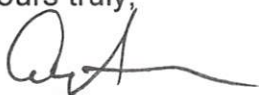
Mr. Tim Neal
Kingston City Mayor
900 Waterford PL
Kingston, TN 37763

Dear Mr. Neal:

Enclosed please find the Dispatch Agreement for the 2022/2023 fiscal year. The annual payment is \$83,983.00 making the monthly payment \$6,998.59.

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,



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-three Thousand Nine Hundred Eighty-three Dollars (\$83,983.00) for its share of the costs to dispatch E-911 calls. This sum shall be paid in equal monthly payments of \$6,998.59 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, 2022 to June 30, 2023.
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



Kingston City Mayor

Attest: 

Date: 7-12-2022

Roane County Emergency
Communications District



Board Chairman

Attest: 

Date: 7-19-22