

REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, SEPTEMBER 13, 2022 – 6:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in regular session on Tuesday, September 13, 2022 at 6:00 P.M. Vice-Mayor Becky Humphreys called the meeting to order. City Attorney Jack McPherson gave the Invocation and Council Member Stephanie Wright 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 Council Member Stephanie Wright. Staff present: City Manager David Bolling, City Clerk Kelly Jackson, Finance Director Michelle Kelley and City Attorney Jack McPherson. Council Member Jeff Griffis and Mayor Tim Neal were absent.

APPROVAL OF PREVIOUS MINUTES

A motion was made by Member Childs, second by Member Stockton to waive the reading and approve as written the minutes of the regular meeting on August 9, 2022 and the Special Called meeting on August 23, 2022.

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

CITIZEN COMMENTS/PERSONS TO APPEAR/PROCLAMATIONS-None

REPORTS-MAYOR AND COUNCIL-

- Member Brown-Commented on the successful Tennessee Bass Nation High School/Youth Fishing Tournament and the economic effects throughout the county of having this large tournament in Kingston. Advised of new 911 capabilities.
- Member Childs-The radar traffic control devices have been adjusted and working properly. We received the pickup truck purchased from REU for \$1000
- Member Griffis-Absent
- Vice-Mayor Humphreys-Commented on the successful fishing tournament held and thanked the Parks & Rec staff and the Police Dept. for their work during this event. Special thanks to Member Wright and Member Brown.
- Mayor Neal-Absent
- Member Stockton-Reported that the Beautification Committee wanted to express thanks to Council for taking the first steps in getting gateway signage. October 1st the committee will participate in a "help day". They want to work towards getting lights on the walking bridge in Ladd Landing. October 17-18 they will host the Tennessee Legislative Conference.
- Member Wright-Commented on the recent fishing tournament and that Kingston hosted 290 boats for that tournament. Everyone was very complimentary of Kingston.

REPORTS-CITY MANAGER'S REPORT

- Reported on the recent Tennessee Bass Nation High School/Youth Tournament.
- We received the new Fire Truck and it is now in service

- The track resurfacing at Southwest Point is set to begin with the week and will be closed for the duration of the project (approximately 2 weeks)
- The FEMA flood disaster claims from 2018 are completed and reimbursement has been received for all projects

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 Wright, second by Member Brown to add the “Consideration to authorize the Mayor to enter in to a contract with a nationally affiliated organization to host a fishing tournament in September 2023 and to approve the terms and conditions of the same” as Item E under new business.

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

UNFINISHED BUSINESS: NONE

NEW BUSINESS –

A. Consideration of Resolution 22-09-13-01, a resolution to accept American Rescue Plan Act (ARP) TDEC direct and conduit appropriations and approving the conditions imposed.

A motion was made by Member Wright, second by Member Stockton to adopt Resolution 22-09-13-01, a resolution to accept American Rescue Plan Act (ARP) TDEC direct and conduit appropriations and approving the conditions imposed.

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

B. Consideration of Ordinance 22-09-13-01, an ordinance amending the annual budget for the City of Kingston, Tennessee for fiscal year 2022-2023.

A motion was made by Member Childs, second by Member Stockton to approve the first reading of Ordinance 22-09-13-01, an ordinance amending the annual budget for the City of Kingston, Tennessee for fiscal year 2022-2023.

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

C. Consideration of Ordinance 22-09-13-02, an ordinance amending the annual budget for the City of Kingston, Tennessee water/sewer fund for fiscal year 2022-2023.

A motion was made by Member Wright, second by Member Childs to approve the first reading of Ordinance 22-09-13-02, an ordinance amending the annual budget for the City of Kingston, Tennessee water/sewer fund for fiscal year 2022-2023.

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

D. Consideration of applicants to the Beautification Committee to fill an unexpired term ending March 1, 2026

A motion was made by Member Stockton to appoint Harriet Walker to fill the unexpired term on the Beautification Committee with the term to expire on March 1, 2026

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

E. Consideration to authorize the Mayor to enter in to a contract with a nationally affiliated organization to host a fishing tournament in September 2023 and to approve the terms and conditions of the same.

A motion was made by Member Childs, second by Member Wright to authorize the Mayor to enter in to a contract with a nationally affiliated organization to host a fishing tournament in September 2023 and to approve the terms and conditions of the same.

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

Vice-Mayor Humphreys adjourned the meeting at 6:20 pm

APPROVED 10-11-2022



Tim Neal, Mayor

ATTEST:



City Clerk

RESOLUTION 22-09-13-01

**A RESOLUTION TO ACCEPT AMERICAN RESCUE PLAN ACT (ARP) TDEC
DIRECT AND CONDUIT APPROPRIATIONS AND APPROVING THE CONDITIONS
IMPOSED**

WHEREAS, funds have been authorized and appropriated by the federal American Rescue Plan Act (ARP) to be used for eligible drinking water, wastewater, or stormwater projects; and,

WHEREAS, the Tennessee Department of Environment and Conservation (TDEC) has been designated to administer these funds in Tennessee; and

WHEREAS, ARP guidelines stipulate that “Project Owners are those entities that may execute projects. Project owners must operate a drinking water or wastewater system or a permitted stormwater system or execute a project on behalf of a drinking water or wastewater system or a permitted stormwater system”; and

WHEREAS, the City of Kingston owns and operates a water and wastewater system that provides water and wastewater service to residents of Kingston and Roane County; and

WHEREAS, TDEC has appropriated \$1,091,202.26 in non-competitive ARP funds to the City of Kingston to be used for eligible water, sewer, and stormwater needs; and

WHEREAS, Roane County has also received an appropriation from TDEC of non-competitive ARP funds, a portion of which will be transferred to the City of Kingston as approved by the Roane County Commission.

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

- 1) The City of Kingston accepts the appropriation of \$1,091,202.26 from TDEC to be used for water and/or wastewater improvements as allowed by the TDEC ARP grant guidelines.
- 2) The City of Kingston will accept the transfer of Roane County TDEC non-competitive ARP funds, along with the required matching funds, combined totaling \$789,000, also to be used for water and/or wastewater improvements as allowed by the TDEC ARP grant guidelines.
- 3) The City of Kingston will be responsible for the required 25% match, and accept the 5% match reduction if deemed eligible, for all City TDEC non-competitive ARP funding.
- 4) The City of Kingston will be responsible for the application process; administration; reporting; or contractual agreements with engineers, contractors, administrators, and any other parties necessary to carry out the program.

- 5) Tim Neal, Mayor, and his successor in title, is hereby authorized to execute and submit documents, forms, assurances, and agreements, as necessary to carry out the program.

ADOPTED, this 13 day of September 2022.



~~Mayor Timothy Neal~~

Vice-Mayor Becky Humphreys

Attest:



City Clerk

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BASSMASTER® HOST AGREEMENT

This Agreement between City of Kingston located at 900 Waterford Place, Kingston, TN 37763 ("HOST") and B.A.S.S., LLC, a Delaware limited liability company ("B.A.S.S."), located at 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama, 35243 describes the terms under which HOST has agreed to provide the location, facilities and other support for the Bassmaster Opens Series ("Tournament"), 9/13/23 – 9/15/23 as described herein. The parties agree as follows:

A. TOURNAMENT DESCRIPTION. Tournament details and the respective obligations of each party are outlined in the Tournament Detail Sheet attached hereto as Exhibit A.

B. HOST FEE. Host shall pay to B.A.S.S. a host fee as set forth in Exhibit A. Host fee is payable to B.A.S.S., LLC, PO Box 2182, Birmingham, AL 35201 Tax ID# 45-0517438.

C. LEGAL TERMS and CONDITIONS:

1. NAMING RIGHTS AND APPROVALS

B.A.S.S. will name City of Kingston as "Host" of the Tournament in press releases and in the schedule of events published by B.A.S.S. magazine and other materials. The rights granted to Host cannot be assigned, transferred, sublicensed or sold to any other party.

Subject to the terms and conditions of this Agreement, each party hereby grants the other party permission to use its name in materials associated with the Event provided that the party creating the materials obtains the other party's written approval prior to such use. A party shall submit for approval all materials which use the other party's name a minimum of ten (10) business days prior to printing, publishing or releasing the materials to the public. Approvals may be made via email and shall not be unreasonably withheld or delayed by the approving party.

Host will not engage in unauthorized use of the B.A.S.S. name, logo or trademarks. Each party acknowledges and agrees that except as expressly provided herein, no right, property, license, or permission of any kind is given or acquired by the execution, performance, or non-performance of this Agreement.

Host shall not, without B.A.S.S.'s prior written consent, permit or allow any sign, billboard or other display or announcement for any product or service at the Site during the Tournament except for permanent billboards affixed at the Site. If the Tournament is broadcast (via television, livestreaming or any other manner or media) Host shall ensure that no sign, billboard, banner or display or public announcement of any kind for any advertiser, or sponsor, or for any television network, distribution service or station, Internet service or portal or any other entity engaged in the business of distributing sports-related audio-video content will be present at the Site during the Tournament.

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2. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that (a) it shall perform its obligations under this Agreement in accordance with all applicable laws, regulations and guidelines, (b) it has full rights and authority to enter into this Agreement and to perform its obligations hereunder, (c) this Agreement is executed by a duly authorized representative, (d) by entering into this Agreement or performing its obligations hereunder, it is not in default or breach of any contract or agreement with any third party, and; (e) it is not violating or infringing upon the rights of any third party. Host further represents and warrants that it is not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order, actual or threatened, from entering into this Agreement or carrying out the provisions or the transactions contemplated thereby.

3. INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other party, its parent company, subsidiaries, affiliated companies, and the officers, directors, members, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of any: (i) act, error, or omission of the indemnifying party, its officers, directors, agents, subcontractors, invitees or employees arising out of the fault or negligence of any of the foregoing; (ii) occupational injury or illness sustained by an employee or agent of the indemnifying party in connection with the performance the services under the Agreement; (iii) breach of the indemnifying party's representations or warranties as set forth herein; or (v) failure by the indemnifying party to comply with its obligations pursuant to the Agreement.

The party requesting indemnification (the "Indemnatee") shall notify the other party (the "Indemnitor") in writing as soon as practicable of a claim for indemnification. Indemnitor shall promptly undertake the defense of the claim and shall have the right to control all aspects of the handling the claim, including but not limited to selection of counsel (except as otherwise provided herein), compromise, settlement or other resolution of such claim. Indemnitor shall obtain the consent of the Indemnatee prior to any settlement or entry of any judgment, such consent not to be unreasonably withheld. In the event that the Indemnitor does not accept the defense of a claim or demand, the Indemnatee shall have the full right to defend against the claim, and shall be entitled to defend or settle the claim or demand, in its sole discretion and Indemnitor shall be responsible for payment of any settlement reached by the Indemnatee, as well as the costs of defending or settling the claim or demand. The indemnification obligations shall not be limited by the insurance requirements and shall extend to claims or demands occurring after the expiration or termination of this Agreement as well as while this Agreement is in force.

4. INSURANCE

During the term of this Agreement and for such additional time as is necessary to support the indemnity obligations set forth herein, each party shall secure and maintain at its own expense, the insurance coverage set forth below.

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(i) Required coverage:

(A) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and advertising liability with minimum limits of \$1,000,000 written on an occurrence form basis;

(B) Automobile Liability coverage with minimum combined single limits of \$1,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting the insured party and any named additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of a party's services hereunder or from or out of any act or omission of the insuring party, its officers, directors, agents, subcontractors or employees; and

(C) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000.

(ii) Unless otherwise agreed by the parties, all insurance required in this Section shall be written with companies with a BEST Guide rating of B+ VII or better. Each party shall give the other party thirty (30) days prior written notice of any reduction or cancellation of coverage.

(iii) All insurance required in this Section shall be primary and noncontributory with regard to any other available insurance of the other party.

(iv) Certificates of insurance (or copies of policies, if required by a party) shall be furnished to the other party. All insurance required in this Section shall include the other party, its parent, subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. The additional insured requirement applies to all coverages except Workers' Compensation and, Employers Liability. The waiver of subrogation applies to all coverages.

(v) A party's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of the party's rights.

(vi) The minimum limits of the insurance required in this Section shall in no way limit or diminish a party's liability under other provisions of this Agreement.

5. TERM AND TERMINATION

The Term of this Agreement is as set forth in Exhibit A unless otherwise terminated as set forth below. Either party may terminate this Agreement if the other party (a) fails to perform or breaches any material provision of the Agreement and fails to cure such failure or breach upon reasonable written notice; (b) fails to maintain the required insurance coverage or coverages; or (c) files for bankruptcy protection, becomes insolvent or fails to promptly pay any undisputed amounts due to contractors, vendors, or others for goods and services provided in connection with the Agreement. Upon termination for any of the

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foregoing, each party shall retain its rights to any and all other remedies available at law or in equity.

6. FORCE MAJEURE

Neither party shall be liable for any delay in performance of its obligations under this Agreement, if such failure or delay is on account of causes including, but not limited to, any act of God, hurricane, earthquake, flood, lightning, unusually inclement or severe weather conditions, fire, war, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of equipment or technical facilities, failure or delay of transportation facilities, or any other cause of a similar or dissimilar nature not within the affected party's control or which the affected party could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event"). If a force majeure event occurs, the party so affected shall be excused from its obligations for the period of the delay, upon prompt written notice to the other party. If the delay is such that the affected party is not reasonably capable of fulfilling its obligations under the agreement, B.A.S.S. may, terminate the Agreement.

Measures taken by the Office of Homeland Security/Office of Emergency Preparedness ("OHS") such as closing facilities and or venues related to the Tournament for any reason, is an act of government, and as such is considered a force majeure event. However, in the event of closure due to high water levels, B.A.S.S. shall have the option, but not the obligation, if permitted by the Office of Homeland Security, to allow participant anglers commence and/or continue the Tournament, upon B.A.S.S.' receipt of a signed waiver from each participant acknowledging the risk and indicating that participant has been instructed in boating safety.

7. RESCHEDULED TOURNAMENTS

The parties agree and acknowledge that the execution of the Tournament is contingent upon weather and site conditions that may affect the ability of the parties to conduct the Tournament when scheduled. In addition, the parties also agree and acknowledge that due to the expense, work and preparation necessary for the execution of the Tournament, Host's obligation to hold the Tournament is non-cancellable. In the event of weather or site conditions affecting the Tournament dates (or force majeure event set forth in Section 6), B.A.S.S. will make every reasonable effort to work with Host to reschedule the Tournament to ensure that Host receives the benefit of its Host Fee. In the event that the parties are unable to reschedule the Tournament, B.A.S.S. shall provide Host with a pro-rata refund of the Host Fee. The amount of the refund, if any, shall be based upon B.A.S.S.' calculation of the Tournament benefits promised, but not delivered to Host, as determined by B.A.S.S. in its sole discretion, which shall not be unreasonably exercised.

8. LIMITATION OF LIABILITY.

EXCEPT WITH RESPECT TO INDEMNIFICATION CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LIQUIDATED, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING

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DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

a) Relationship of the Parties. The parties are independent contractors and nothing in this Agreement is intended to or shall be deemed to create a partnership or joint venture, relationship between the parties or authorize any party to act as agent for any other party.

b) No authority. HOST is not authorized to bind B.A.S.S. to any agreement or to make any commitments on behalf of B.A.S.S.

c) Severability. If any provision of this Agreement is deemed invalid or unenforceable under any applicable laws, that provision will be omitted only to the extent necessary to make this Agreement valid and enforceable and the remaining provision will remain in full force and effect.

d) Assignment. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party, except for assignment or transfer by B.A.S.S. to an entity controlling, controlled by or under common control with it or in connection with the disposition of all or substantially all of its assets or business.

e) No Implied Waiver. No delay or failure on the part of either party to insist upon the performance of this Agreement or any part thereof, shall constitute a waiver of any right under this Agreement.

f) Survival. The obligations and liabilities between the parties which, by their nature are intended to survive, shall survive the termination or expiration of this Agreement.

g) Entire Agreement; Amendment. This Agreement (including any attached Exhibits which are hereby incorporated by this reference) constitutes the final, complete and entire understanding between the parties, superseding any prior oral or written agreements. No modification or waiver or amendment of this Agreement is valid unless in writing and signed by each party's authorized representative.

h) Notices. Except for approvals requested or made pursuant to Section 1 of these Terms and Conditions, notice to a party must be in writing, and sent by registered mail, certified mail or overnight delivery service, and must provide for formal proof of delivery or return receipt. Notice shall be sent to the respective parties at the addresses set forth in the opening paragraph and shall be effective upon confirmed receipt of notice by the addressee.

i) Confidentiality. The terms of this Agreement are confidential and may only be disclosed to those employees, agents and contractors of Host with the need to know the terms hereof for the performance Host's duties or obligations hereunder. The parties agree to maintain, and require their employees to maintain confidentiality of any other information identified as, or reasonably known to be, confidential. This obligation does not apply to any information that is required to be disclosed pursuant to applicable law or regulation.

j) Choice of Laws; Jurisdiction. This Agreement shall be governed by the laws of the State of Alabama without regard to, or the application of its choice of law provisions. The

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parties agree that any litigation arising out of this Agreement shall be filed in the applicable state or federal court located in Jefferson County, Alabama.

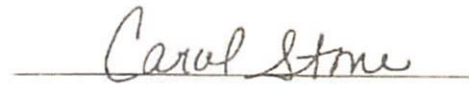
k) Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement. A facsimile, photocopied or electronically scanned signature on this Agreement shall be the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 14th day of September, 2022.

City of Kingston


Vice Mayor

B.A.S.S., LLC


Carol Stone, VP/General Manager

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EXHIBIT A—TOURNAMENT DESCRIPTION

1. **EVENT DESCRIPTION:** B.A.S.S. will stage a 3-day fishing tournament at the location provided by the Host which will include on-site weigh-ins.
2. **EVENT LOCATION:** Kingston, TN – Watts Bar Reservoir
3. **EVENT DATES:** 9/13/23 – 9/15/23
4. **HOST FEE:** Host shall pay to B.A.S.S. a host fee based on the sliding scale below. Host fee is payable to B.A.S.S., LLC, PO Box 2182, Birmingham, AL 35201 Tax ID# 45-0517438. Final payment must be made prior to 10/2/23.

Host Fee Sliding Scale Based on Participation

175 boats/350 anglers	to	200 boats/400 anglers & up	\$30,000
150 boats/300 anglers	to	174 boats/348 anglers	\$25,000
125 boats/250 anglers	to	149 boats/298 anglers	\$20,000
100 boats/200 anglers	to	124 boats/248 anglers	\$15,000

5. HOST RESPONSIBILITIES: Host shall provide and/or coordinate the following components of the Tournament at no cost to B.A.S.S.

- 5.1 **VENUES.** Host shall provide suitable space for the following:
 - Complimentary meeting space for tournament registration.
 - Complimentary venue for weigh-in, including courtesy docks. Weigh-in must be adjacent to fishery and be able to meet insurance requirements.
 - Bleachers/picnic tables for spectator seating at the weigh-in venue.
- 5.2 **HOSPITALITY.** Host shall provide the following:
 - Fifty (50) complimentary hotel room nights for B.A.S.S. staff. Hotel must be rated at least 3 stars and be approved by B.A.S.S. staff.
- 5.3 **SECURITY AND OTHER SERVICES:**
 - Overnight security at the weigh-in venue for 5 nights. Exact hours to be determined by B.A.S.S. staff and Host.
 - Waste management services, including a dumpster and assistance with daily clean up at all tournament venues.
 - Service yard – a paved area at least 150' x 350' near the boat ramp with water hook ups.
 - One (1) high speed internet connection at the weigh-in venue.
 - Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required.
 - Ice delivered to the weigh-in area for fish care; amount to be determined by BASS.

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- Emergency Management plan with at least American Red Cross First Responder Status.
- Assistance with discounted or complimentary ramp fees.
- Site review expenses for one person for one night to include hotel accommodations if needed, to be determined by BASS.

5.4 ADVERTISING and PROMOTION:

- Host can partner with local and regional print, radio, TV and other sources to drive attendance to the weigh in. B.A.S.S.

6. B.A.S.S. RESPONSIBILITIES: B.A.S.S. responsible for the following components of the Tournament, at its own cost.

6.1 TOURNAMENT EXECUTION. B.A.S.S. shall obtain all necessary licenses and lake or fishery permits; provide rules and regulations for the Tournament; solicit and acquire all entries for the Tournament; arrange for all assignment of observers and/or co-anglers. Pay the expenses of all personnel specifically engaged by B.A.S.S. to work in connection with the Tournament, including but not limited to supervising and instructing all volunteers working in connection with the Tournament. Brief, supervise and instruct all workers in connection with the Tournament.

6.2 PUBLIC RELATIONS, ADVERTISING AND MEDIA EXPOSURE. B.A.S.S. will provide the following media exposure:

- Publicize the event and schedule of events of the tournament.
- List tournament destination on www.bassmaster.com page dedicated to tournament destinations, including host's logo(s).
- Post Tournament results in B.A.S.S. TIMES and www.bassmaster.com.
- Provide local host opportunity to welcome anglers at briefing/registration.
- Provide host the ability to distribute collateral to anglers regarding the destination and local businesses.
- Create and distribute stories on the tournament by B.A.S.S. Communications.
- Provide local host mentions on site during weigh-in each day.
- Provide information on destination and fishery to national media.

7. AGREEMENT TERM: The term of this Agreement is 9/8/2022 to 10/2/2023 unless earlier terminated as provided in Section 5 of the Agreement.