



KINGSTON CITY COUNCIL

Public Hearing

Ordinances 23-05-09-01 and 23-05-09-02

Adopting the annual budgets and setting the tax rate / water and wastewater rates and fees for FY 23-24

5:45 P.M.

Regular Meeting

Tuesday June 13, 2023

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 of the second and final reading of Ordinance 23-05-09-01, an ordinance of the City of Kingston, Tennessee adopting the annual general fund operating budget and setting the property tax rate for the fiscal year beginning July 1, 2023 and ending June 30, 2024
 - B. Consideration of the second and final reading of Ordinance 23-05-09-02, an ordinance of the City of Kingston, Tennessee adopting the annual water / sewer fund operating budget and setting the rates and fees for the fiscal year beginning July 1, 2023 and ending June 30, 2024
 - C. Consideration of the second and final reading of Ordinance 23-05-09-03, an ordinance amending the annual budget for the City of Kingston, Tennessee for fiscal year 2022-2023
 - D. Consideration of the second and final reading of Ordinance 23-05-09-04, an ordinance amending the annual budget for the City of Kingston, Tennessee water / sewer fund for fiscal year 2022-2023
 - E. Consideration of the second and final reading of Ordinance 23-05-09-05, an ordinance to repeal Ordinance 13-2-12 and to establish the amount which the City Manager may expend with regard to purchases and contracts for general public improvements at \$25,000
- 9. New Business**

- A.** Consideration of the first reading of Ordinance 23-06-13-01, an ordinance adopting and enacting a comprehensive codification and revision of the ordinances of the City of Kingston, Tennessee
- B.** Consideration of Resolution 23-06-13-01, a resolution authorizing the City of Kingston to participate in the Public Entity Partners James L. Richardson “Driver Training” matching grant program
- C.** Consideration of Resolution 23-06-13-02, a resolution authorizing the City of Kingston to participate in the Public Entity Partners property conservation matching grant program
- D.** Consideration of Resolution 23-06-13-03, a resolution authorizing the City of Kingston to participate in the Public Entity Partners safety partners matching grant program
- E.** Consideration to authorize the Mayor to execute the proposed contract between the Tennessee Department of Transportation and the City of Kingston for fiscal year 23-24
- F.** Consideration to authorize the Mayor to execute an interlocal cooperation agreement between Roane County and the City of Kingston for planning services
- G.** Consideration of a request to close Court Street and portions of Cumberland and 3rd Streets on July 1st for a car show
- H.** Consideration to re-appoint Linda Townsend to fill one of three vacancies on the Parks and Recreation Commission for a four-year term ending June 30, 2027

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.

WORK SESSION KINGSTON CITY COUNCIL
TUESDAY MAY 2, 2023 – 6:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in a regular work session on Tuesday, May 2, 2023. Mayor Tim Neal called the work session to order. The following members were present: Council Member Philip Bredwell, Vice-Mayor Tony Brown, Council Member Randy Childs, Council Member Lucy Johnson, and Mayor Tim Neal. Staff present: City Manager David Bolling, City Clerk Kelly Jackson, Finance Director Michelle Kelley, Utility Director Kevin Hamilton and City Attorney Andrew Thompson. The Invocation was given by Vice-Mayor Tony Brown and Council Member led the pledge. Council Member Stephanie Wright was absent.

Citizen Comments:

- Nancy Hamilton (2623 Lawnville Road) addressed council as a Kingston School Board Member and provided information on upcoming events including the Kingston Elementary School Color Run on May 5th, Cherokee Middle School's awards days on May 17-19th, Baccalaureate on May 11th at the Grove Church, and Graduation on May 12th. She also updated on a recent workshop of the school board where proposed building projects were discussed. She also thanked the community for their support on the recent tragedy of passing of student Blazer Beaumia. City Manager David Bolling mentioned that the City of Kingston recently received funding from the school board to offset expenses for city facility use and thanked Ms. Hamilton and the rest of the school board for their contribution.

DISCUSSION OF A REQUEST FOR DEDICATED PARKING ALONG EAST CUMBERLAND STREET.

City Manager David Bolling presented information to council from Matt Caldwell on a proposed retail project on Third Street. The parking lot on the East Cumberland Street side of 218 N. Third Street is partially located on the city right of way. Mr. Caldwell addressed council regarding the plans for Dollar Tree and requested the City of Kingston enter into an agreement with Dollar Tree to guarantee those existing parking spaces remain as such and that the City agree to reimburse the contractor for resurfacing/restriping our portion in conjunction with Dollar Tree resurfacing/restriping their portion. City Attorney Andrew Thompson stated that he would work with the attorneys representing Dollar Tree to draft an agreement to present to council next week. This item will be placed on the agenda for the regular meeting.

DISCUSSION OF BUDGET AMENDMENTS 23-05-09-03 AND 23-05-09-04

Finance Director Michelle Kelley explained the amendments presented. She also advised she would request to add one item to include the money received from the school board. This item will be placed on the regular meeting agenda.

DISCUSSION OF THE RATIFICATION OF PRIVATE CHAPTER NUMBER 2, HOUSE BILL 1537, SENATE BILL 1528 OF THE 113TH GENERAL ASSEMBLY.

City Manager David Bolling explained that this is the private act that was passed regarding the budget submittal date to council. This will now need to be ratified by council. This will be added to the agenda of the regular meeting.

DISCUSSION OF INCREASING THE CITY MANAGER'S PURCHASING AUTHORITY FROM \$15,000 TO \$25,000.

Mayor Neal proposed that council approve increasing the City Manager's spending limit to \$25,000 without further council approval. This would help with the flow of business in certain circumstances. This will need to be changed by ordinance. This item will be placed on the agenda of the regular meeting.

DISCUSSION OF APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF KINGSTON TO ACCEPT THE NATIONAL FITNESS COURT GRANT.

Mayor Neal explained the matching grant approval and explained the possibility of receiving other revenue to assist in our portion of the funding. This item will be placed on the agenda of the regular meeting.

DISCUSSION OF A FLAT RATE CHARGE FOR CUSTOMERS WHO HAVE ACCESS TO SEWER BUT CHOOSE NOT TO CONNECT.

Council Member Childs proposed that council put a hold on the charges until December 1st. He also requested further discussion of the charges for customers who are not connected such as a lower percent or other solutions during this timeframe. The item of placing a moratorium on charging customers sewer who are not currently connected will be added to the agenda of the regular meeting.

ADDITIONAL COMMENTS-MAYOR/COUNCIL/CITY MANAGER/STAFF

- **Member Childs**- Commented on the new sidewalks since he keeps receiving compliments on that project.
- **City Manager David Bolling**-Mentioned that the pickle ball courts at the City Park will be completed soon by the Parks & Rec Staff. We are planning to upgrade the lighting and fencing in that same area and once completed we plan to have a ribbon cutting ceremony.

Mayor Neal recessed the regular work session to go into Executive Session to discuss legal matters at 6:23 PM

Mayor Neal called the regular work session/budget work session back into session at 6:36 following the completion of the Executive Session at 6:36 PM.

Vice-Mayor Brown inquired if the company would be attending to discuss the water leak protection services. City Manager Bolling explained that it would be presented at a later date.

Vice-Mayor Brown discussed the speeding issue around the Cherokee Middle School ballfields during ballgames and it was suggested that the Optimist Club meet with Police Chief Washam and Public Works Director Clark to discuss options.

Mayor Neal announced that the following items will be added to the agenda for the regular meeting as a result of the Executive Session:

- Legal action against Barry Oroarke and Tiffany Scarbro regarding a high water bill at 519 Race Street.
- Legal action against the owner of 516 N. 3rd Street.
- Rescind the action of council on February 11, 2020 regarding the property at 500 North Kentucky Street.

DISCUSSION OF THE PROPOSED FY 23-24 BUDGET

City Manager Bolling reviewed his budget letter to council along with the proposed budget presented to council. He also explained to the council members the process of adopting the budget and their authority to amend any part of the proposed budget presented.

Certain lines were discussed further for clarification such as newly constructed houses on the tax roll, proposed increases in health insurance; reducing line 41100-720 to \$3,000 and increasing 41100-236 to \$7,000; and employee salaries. Mr. Bolling noted a typo in the metered water sales line (37110) the projected amount should be 1,586,000 instead of 1,560,000. Mr. Bolling also pointed out that the “swimming pool” line was combined with the parks and recreation budget.

The proposed budget will be added to the agenda for the regular meeting.

Council/staff discussed the process for interviewing the council vacancy applicants on May 5, 2023 and appointing a new council member on May 9, 2023 during the regular meeting.

APPROVED _____

Tim Neal, Mayor

ATTEST:

City Clerk

**SPECIAL CALLED
WORK SESSION KINGSTON CITY COUNCIL
TUESDAY MAY 5, 2023 – 2:00 P.M.
KINGSTON CITY HALL**

The Kingston City Council met in a Special Called work session on Tuesday, May 5, 2023. Mayor Tim Neal called the work session to order. The following members were present: Council Member Philip Bredwell, Vice-Mayor Tony Brown, Council Member Lucy Johnson, Council Member Stephanie Wright, and Mayor Tim Neal. Staff present: City Manager David Bolling, City Clerk Kelly Jackson. The Invocation was given by Vice-Mayor Tony Brown and Council Member Lucy Johnson led the pledge. Council Member Randy Childs was absent.

Citizen Comments: NONE

Interview of applicants for the City Council seat vacated by the resignation of Councilmember Tara Stockton.

The following applicants were interviewed: David Brashears, David Doonan, Michael Greenwell, Tommy Guinn, and Levi Lankford.

Each applicant was given time to make introductory comments and answered the following questions which were provided to each prior to the meeting.

1. Are you 18 years of age?
2. Have you lived in the City of Kingston for at least one year?
3. Are you a registered voter?
4. Do you have any relatives employed by the City of Kingston?
5. Will your schedule permit you to attend at least 2 meetings per month?
6. Do you have any business interests with the City of Kingston?
7. Are you currently involved, or have you previously served, on any City of Kingston committees?
8. Why do you wish to serve on the City Council?
9. If appointed, what would your top three priorities be as a member of Council?
10. If you could change one thing about Kingston, what would it be?
11. What do you think the most important issue facing Kingston will be over the next ten years?
12. What is your position on selling or serving alcoholic beverages at certain events at the Fort Southwest Point amphitheater?
13. Do you plan on running for City Council in 2 years?
14. What experience do you have that would make you the best candidate for this position?

Discussion of the process for voting on applicants at the regular meeting on May 9th.

Mayor Neal advised that a new member would be appointed during the regular meeting of May 9, 2023 and thanked all applicants for taking time for these interviews.

Meeting was adjourned at 2:38PM

APPROVED _____

Tim Neal, Mayor

ATTEST:

City Clerk

REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, MAY 9, 2023 – 6:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in regular session on Tuesday, May 9, 2023 at 6:00 P.M. Mayor Tim Neal called the meeting to order. Vice Mayor Tony Brown gave the Invocation and Council Member Randy Childs led the pledge. Upon roll call the following members were present: Council Member Philip Bredwell, Vice Mayor Tony Brown, Council Member Randy Childs, Council Member Lucy Johnson, Council Member Stephanie Wright, and Mayor Tim Neal. Staff present: City Manager David Bolling, City Clerk Kelly Jackson, City Attorney Andrew Thompson and Utility Director Kevin Hamilton.

APPROVAL OF PREVIOUS MINUTES

A motion was made by Member Childs, second by Member Wright to waive the reading and approve as written the minutes of the regular work session meeting on April 4, 2023 and the regular meeting on April 11, 2023

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

CITIZEN COMMENTS/PERSONS TO APPEAR/PROCLAMATIONS-

- A proclamation declaring May 21, 2023 as “Johnny Griffin Day”
- Justin Snow (Roane Alliance) addressed council and presented the Annual Report and a Return-on-Investment Report. Discussion ensued about the \$10,000 payment made from the City of Kingston to the Roane Alliance. Mr. Snow explained that this payment was not based on TCA. Increased communication between the Alliance and the City of Kingston was suggested by both. Council discussed the city donation policy.

REPORTS-MAYOR AND COUNCIL-

- Member Bredwell-Nothing additional to report
- Member Brown-Nothing additional to report
- Member Childs-REU is still waiting on the report for the Interstate Lighting
- Member Johnson-Nothing additional to report
- Member Wright-Nothing additional to report
- Mayor Neal- Nothing additional to report

REPORTS-CITY MANAGER’S REPORT

- Reported that Public Works completed the Spring Brush Collection early. He also reported that they are aware that the crosswalk signal at the intersection of Race/Kentucky is down but we are waiting on parts in order to reinstall.
- The Fire Station #1 Roof replacement is scheduled for next week.
- The Southwest Point Fort Roof replacement is still underway
- The Community Center Pool Liner replacement is underway

- Parks & Recreation is still working on the Pickel Ball Courts at the City Park. Three courts are completed and the other three should be completed soon along with fence replacement and some updated lighting in the area.
- Thompson Engineering who was contracted for the ARC Project at Ladd Landing is withdrawing their services. (This was mentioned in the Water Board Meeting)

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 of the first reading of Ordinance 23-05-09-01, an ordinance of the City of Kingston, Tennessee adopting the annual general fund operating budget and setting the property tax rate for the fiscal year beginning July 1, 2023 and ending June 30, 2024.**

A motion was made by Member Wright, second by Member Bredwell to approve the first reading of Ordinance 23-05-09-01, an ordinance of the City of Kingston, Tennessee adopting the annual general fund operating budget and setting the property tax rate for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Further discussion ensued about the donation to the Roane Alliance in this budget and the current donation policy in place. Questions arose about whether this is an actual “donation” since the Alliance sends an invoice for that amount.

Member Wright made a motion to amend that the \$10,000 to the Roane Alliance will be pending and contingent on the city entering into a partnership agreement with the Roane Alliance. Further clarification was received and **Member Wright withdrew the motion to amend.**

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

- B. **Consideration of the first reading of Ordinance 23-05-09-02, an ordinance of the City of Kingston, Tennessee adopting the annual water / sewer fund operating budget and setting the rates and fees for the fiscal year beginning July 1, 2023 and ending June 30, 2024.**

A motion was made by Member Wright, second by Member Childs to approve the first reading of Ordinance 23-05-09-02, an ordinance of the City of Kingston, Tennessee adopting the annual water / sewer fund operating budget and setting the rates and fees for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

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

C. Consideration of the first reading of Ordinance 23-05-09-03, an ordinance amending the annual budget for the City of Kingston, Tennessee for fiscal year 2022-2023.

A motion was made by Member Wright, second by Member Johnson to approve the first reading of Ordinance 23-05-09-03, 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. 6 Ayes

D. Consideration of the first reading of Ordinance 23-05-09-04, 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 Bredwell, second by Member Childs to approve the first reading of Ordinance 23-05-09-04, 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. 6 Ayes

E. Consideration of the first reading of Ordinance 23-05-09-05, an ordinance to repeal Ordinance 13-2-12 and to establish the amount which the City Manager may expend with regard to purchases and contracts for general public improvements at \$25,000.

A motion was made by Member Johnson, second by Member Childs to approve the first reading of Ordinance 23-05-09-05, an ordinance to repeal Ordinance 13-2-12 and to establish the amount which the City Manager may expend with regard to purchases and contracts for general public improvements at \$25,000.

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

F. Consideration of Resolution 23-05-09-01, a resolution authorizing the City of Kingston to accept the National Fitness Grant.

A motion was made by Member Johnson, second by Member Bredwell to adopt Resolution 23-05-09-01, a resolution authorizing the City of Kingston to accept the National Fitness Grant.

Further discussion ensued about the total amount of the grant.

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

G. Consideration to ratify Private Chapter No. 2, House Bill 1537, Senate Bill 1528 of the 113th General Assembly

A motion was made by Member Childs, second by Member Johnson to ratify Private Chapter No. 2, House Bill 1537, Senate Bill 1528 of the 113th General Assembly

Council explained to the audience the process of changing the Charter.

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

H. Consideration to authorize the Mayor to enter into an access, parking and sign easement agreement between the City of Kingston and Matt Caldwell.

A motion was made by Vice Mayor Brown, second by Member Wright to authorize the Mayor to enter into an access, parking and sign easement agreement between the City of Kingston and Matt Caldwell.

Council commended Mr. Caldwell for his continued efforts in growing the City of Kingston

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

I. Consideration to authorize the City Attorney to pursue legal action against Barry Oroarke and Tiffany Scarbro, doing business at the HUB Network, regarding an unpaid water bill for 519 Race Street.

A motion was made by Member Bredwell, second by Member Wright to authorize the City Attorney to pursue legal action against Barry Oroarke and Tiffany Scarbro, doing business at the HUB Network, regarding an unpaid water bill for 519 Race Street.

It was clarified that this would be legal action against both the corporation and individuals

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

J. Consideration to authorize the City Attorney to pursue legal action against the owner of 516 N. 3rd Street regarding multiple codes violations.

A motion was made by Member Wright, second by Member Johnson to authorize the City Attorney to pursue legal action against the owner of 516 N. 3rd Street regarding multiple codes violations.

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

K. Consideration to rescind a Council order from February 11, 2020 regarding the filing of a lawsuit against the owner of 500 N. Kentucky Street.

A motion was made by Member Childs, second by Member Johnson to rescind a Council order from February 11, 2020 regarding the filing of a lawsuit against the owner of 500 N. Kentucky Street.

It was explained that it is likely that this item will be reintroduced.

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

L. Consideration to fill a vacancy on the Kingston city Council resulting from the resignation of former Councilmember Tara Stockton.

Mayor Neal explained the voting procedure as follows:

PROPOSED PROCEDURE FOR NOMINATIONS AND VOTING

- The Mayor will open the floor to nominations
- A Councilmember may move to nominate the candidate of his/her choice. Nominations do not require a second or vote to nominate.
- With no objection, a Councilmember may nominate multiple candidates. If an objection is made, each Councilmember must have the opportunity to nominate someone if they so choose before another may nominate again.
- At any time, A Councilmember may move that the nominations cease. This motion does not require a second, but does require a majority vote at approve. If approved, a subsequent motion and majority approval would be required to re-open the nominations.
- If no motion is made to cease the nominations, and it becomes apparent that there are no more to be made, the Mayor will make a final call for nominations. Upon hearing none, he will declare the nominations closed, and ask the Clerk to read the names of all nominated candidates and then call the roll for a vote.
- To be appointed, a candidate must receive four votes in a voting round.
- Any candidate(s) receiving zero votes in a voting round will be automatically dropped from consideration.
- In the event that no candidate receives four votes in a voting round, the person receiving the lowest number of votes (above zero) will also be dropped from consideration.
- If there is a tie among low vote getters (above zero), a tie breaking vote will be held among those candidates only. The candidate receiving the most votes in the tie breaking round will return to the next voting round, and the other candidate(s) in the tie breaking round will be dropped from consideration. If the tie breaking round results in a tie as well, all candidates in that round will be dropped from consideration.
- After no candidate receives four votes in the first voting round, and after a tie breaking round if necessary, a second voting round will be held among the remaining candidates. This process will continue until someone receives four votes in a voting round.
- Once a candidate receives four votes in a voting round, the Mayor will officially declare that person the winner and adjourn the meeting.

A motion was made by Vice Mayor Brown to nominate all five applicants which include David Brashears, David Doonan, Michael Greenwell, Tommy Guinn and Levi Lankford. *(A second motion is not required if there are no objections from other council members)*

A motion was made by Vice Mayor Brown that the nominations cease. *(This motion does not require a second)*

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

First Round Vote Roll Call:

	Brashears	Doonan	Greenwell	Guinn	Lankford
Council Member Bredwell	X				
Vice Mayor Brown					X
Council Member Childs			X		
Council Member Johnson				X	
Council Member Wright					X
Mayor Neal				X	
TOTAL	1	0	1	2	2

**No votes were cast for David Doonan therefore he was eliminated from the Ballot.

**The two that tied for the lowest number of votes received were eliminated from the Ballot.

Second Round vote Roll Call:

	Guinn	Lankford
Council Member Bredwell	X	
Vice Mayor Brown	X	
Council Member Childs	X	
Council Member Johnson	X	
Council Member Wright		X
Mayor Neal	X	
TOTAL	5	1

Mayor Neal thanked all the applicants for their interest and participation in this vacancy.

Having received a Majority Vote by Council, Mr. Tommy Guinn was duly elected/appointed and will take the Oath of Office to assume the Council seat vacated by the resignation of Tara Stockton.

Newly appointed Council Member Tommy Guinn took the Oath of Office on May 10, 2023.

Mayor Neal adjourned the meeting at 6:46 pm

APPROVED _____

Tim Neal, Mayor

ATTEST:

City Clerk

PUBLIC NOTICE

The City of Kingston, Tennessee, hereby provides certain financial information for the 2023-24 fiscal year budget in accordance with the requirements of Tennessee Code Annotated title 6, Chapter 56, Section 206. There will be a public hearing concerning the budget and setting the tax rate at \$1.31 at the Kingston City Hall Council room on the 2nd floor of the City Hall building at 900 Waterford Place, Kingston, TN on June 13, 2023 beginning at 5:45 pm. All citizens are welcome to attend and to participate. The budget and all supporting data are public record and available for inspection by anyone at City Hall.

GENERAL FUND			
<u>ESTIMATED REVENUES</u>			
LOCAL TAXES	\$ 4,475,363	\$ 3,928,137	\$ 4,572,500
STATE OF TENNESSEE	1,147,265	923,385	1,054,500
OTHER SOURCES	6,520,862	1,873,108	1,068,475
TOTAL	\$ 12,143,490	\$ 6,724,630	\$ 6,695,475
<u>ESTIMATED EXPENDITURES</u>			
SALARIES	2,526,343	2,770,065	2,946,952
OTHER COSTS	\$ 7,506,316	\$ 3,540,828	\$ 3,748,523
TOTAL	10,032,659	6,310,893	6,695,475
<u>ESTIMATED FUND BALANCE</u>			
BEGINNING	\$ 2,945,412	\$ 5,056,243	\$ 5,469,980
ENDING	\$ 5,056,243	\$ 5,469,980	\$ 5,469,980
Number Full-time Equivalents	68	66	67

As part of the budget ordinance adoption on June 13, 2023, the City proposes the following special appropriations: Roane Alliance - \$10,000. Following the Public Hearing there will be a Council Meeting for the second reading of the budget ordinance.

**AN ORDINANCE OF THE
CITY OF KINGSTON, TENNESSEE
ADOPTING THE ANNUAL GENERAL FUND OPERATING BUDGET AND
SETTING THE PROPERTY TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF KINGSTON, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2024, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Actual	Est. Actual	Budget
	FY 2022	FY 2023	FY 2024
Cash Receipts			
Local Taxes	\$ 4,475,363	\$ 3,928,137	\$ 4,572,500
Licenses And Permits	2,200	3,050	2,200
Intergovernmental	1,153,453	1,579,752	1,059,500
Charges For Services	432,727	329,536	415,800
Fines And Forfeitures	43,072	60,657	57,000
Debt Proceeds	5,033,274	-	-
Other Revenues	518,233	338,330	89,200
Transfers In - from other funds	485,168	485,168	499,275
Total Cash Receipts	\$ 12,143,490	\$ 6,724,630	\$ 6,695,475
Appropriations			
Legislative	\$ 83,284	\$ 64,331	\$ 93,699
City Court	23,999	25,761	26,639
City Manager and Assistant	110,720	98,174	118,150
Financial Administration	325,370	333,261	470,442
Planning and Zoning	10,274	10,175	14,866
City Hall Buildings	85,015	73,581	98,500
General Government	228,419	215,475	268,700
Police	1,073,743	971,132	1,231,055
Automotive Services	89,932	60,170	90,000
Fire Protection	1,019,841	924,456	1,234,307
Public Works	994,096	631,993	967,758
State Street Aid	165,467	148,286	178,000
Waste Disposal	330,622	295,819	350,000
Capital Improvements	1,505,660	996,169	0
Animal Control/Codes Enforcement	22,446	7,141	26,315
Parks and Recreation	803,192	635,828	958,545
Swimming Pool	36,603	0	0
Library	210,394	186,443	219,000
Debt Service	2,833,004	55,350	349,500
Transfers Out to Capital Fund	80,579	0	0
American Rescue Plan Act	0	577,350	0
Total Appropriations	\$ 10,032,659	\$ 6,310,893	\$ 6,695,475
Change in Cash (Receipts - Appropriations)	2,110,831	413,737	(0)
Beginning Cash Balance July 1	3,336,149	5,446,980	5,860,717
Ending Cash Balance June 30	\$ 5,446,980	\$ 5,860,717	\$ 5,860,717
Ending Cash as a % of Total Cash Payments/Approp.	54.3%	92.9%	87.5%

			Estimated	
DRUG FUND		Actual	Actual	Budget
		FY 2022	FY 2023	FY 2024
Cash Receipts				
Fines And Forfeitures		\$ 1,973	\$ 3,972	\$ 5,000
Other Revenue		0.00	0.00	0.00
Total Cash Receipts		\$ 1,973	\$ 3,972	\$ 5,000
Appropriations				
Drug Enforcement		5,408	4,508	5,000
Total Appropriations		\$ 5,408	\$ 4,508	\$ 5,000
Change in Cash (Receipts - Appropriations)		(3,435)	(536)	0.00
Beginning Cash Balance July 1		10,692	7,257	6,721
Ending Cash Balance June 30		\$ 7,257	\$ 6,721	\$ 6,721
Ending Cash as a % of Total Cash Payments/Approp.		134.2%	149.1%	134.4%

			Estimated	
CAPITAL FUND		Actual	Actual	Budget
		FY 2022	FY 2023	FY 2024
Cash Receipts				
Transfers In		\$ 80,579	0.00	0.00
Interest Income		114	320	120
Total Cash Receipts		\$ 80,693	\$ 320	\$ 120
Appropriations				
Transfers Out		159,917	0.00	0.00
Capital Improvements				
Total Appropriations		\$ 159,917	0.00	\$ -
Change in Cash (Receipts - Appropriations)		(79,224)	320	120
Beginning Cash Balance July 1		148,821	69,597	69,916
Ending Cash Balance June 30		\$ 69,597	\$ 69,916	\$ 70,036
Ending Cash as a % of Total Cash Payments/Approp.				

SECTION 2: At the end of the fiscal year 2023, the governing body states fund balances or deficits as follows:

Funds	Estimated beginning Fund Balance at June 30, 2023
General Fund	\$3,778,243.26
Drug Fund	\$7,367.08
Capital Fund	\$147,267.69
Water & Sewer Fund	\$15,352,109.95

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bond or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2023	FY 2024 Principal Payment	FY 2024 Interest Payment
Notes General Obligation Bonds, Series 2021		\$4,140,000.00	\$245,000.00	\$103,500.00

SECTION 4: During the coming fiscal year (2024) the governing body has pending and planned capital projects that were originally appropriated in the prior fiscal year but were unable to complete projects with in the fiscal year. Those loan proceeds will be the funding source for these projects which were rolled into the year end fund balance.

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Grant	Proposed Amount Financed by last years Loan Proceeds
Fire Hall Roof			\$100,000.00
T-dock and Foot Bridge			\$125,000.00
Fort SWP Improvements			\$150,000.00
Traffic Light Improvements			\$300,000.00
Park & Rec Improvements			\$500,000.00
Fire Truck			\$375,000.00

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same department by the City Manager, subject to such limitations and procedures as set by the Governing Body pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 8: There is hereby levied a property tax of \$1.31 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2024, the public welfare requiring it.

Passed 1st Reading: May 9, 2023

Passed 2nd Reading: _____

Tim Neal, Mayor

ATTESTED:

Kelly Jackson, City Clerk

ORDINANCE No. 23-05-09-02

**AN ORDINANCE OF THE
CITY OF KINGSTON, TENNESSEE
ADOPTING THE ANNUAL WATER / SEWER FUND OPERATING
BUDGET AND SETTING THE RATES AND FEES FOR THE FISCAL YEAR
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF KINGSTON, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2024, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

		Estimated	
WATER & SEWER FUND	Actual	Actual	Budget
	FY 2022	FY 2023	FY 2024
Cash Receipts			
Water Sales	\$ 2,118,205	\$ 1,677,283	\$ 2,276,000
Sewer Fees	1,610,345	1,303,412	1,825,000
Installation Charges and User Fees	282,077	161,036	138,000
Other Revenue	106,804	117,015	66,000
Total Cash Receipts	\$ 4,117,430	\$ 3,258,746	\$ 4,305,000
Appropriations			
General Government	386,360	1,481,498	2,012,310
Capital Improvement	26,582	-	-
Debt Service	835,264	760,350	808,500
Purification	553,163	-	-
Transmission and Distribution	715,212	-	-
Utility Director	72,887	-	-
Sewer Treatment and Disposal	598,626	-	-
American Rescue Plan Act	-	46,059	-
Water Sewer Operations	-	550,913	984,915
Transfers Out - to other funds (PILOT)	485,168	485,168	499,275
Total Appropriations	\$ 3,673,263	\$ 3,323,988	\$ 4,305,000
Change in Cash (Receipts - Approp.)	444,168	(65,242)	0
Beginning Cash Balance July 1	401,981	846,149	780,907
Ending Cash Balance June 30	\$ 846,149	\$ 780,907	\$ 780,907
Ending Cash as a % of Total Cash Appr.	23.0%	23.5%	18.1%

SECTION 2: At the end of the fiscal year 2023, the governing body states fund balances or deficits as follows:

Fund	Balance at June 30, 2023
Water & Sewer Fund	\$15,769,389.68

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2023	FY 2024 Principal Payment	FY 2024 Interest Payment
Bonds-	\$ -			
TMBF, Series 1999	\$ -	\$0.00	\$0.00	\$0.00
TMBF, Series 2004	\$ -	\$0.00	\$0.00	\$0.00
USDA Rural Development, Series 2010	\$ -	\$1,031,863.00	\$26,492.00	\$26,228.63
USDA Rural Development, Series 2010A	\$ -	\$0.00	\$0.00	\$0.00
USDA Rural Development, Series 2010B	\$ -	\$744,458.00	\$17,275.00	\$18,846.28
General Obligation Bond, Series 2021	\$ -	\$2,000,000.00	\$410,000.00	\$67,750.00

SECTION 4: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 5: Money may be transferred from one appropriation to another in the same department by the City Manager, subject to such limitations and procedures as set by the Governing Body pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 6: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

Passed 1st Reading: May 9, 2023

Passed 2nd Reading: _____

Tim Neal, Mayor

ATTESTED:

Kelly Jackson, City Clerk

ORDINANCE NO. 23-05-09-03

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF KINGSTON, TENNESSEE FOR
FISCAL YEAR 2022-2023

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

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

WHEREAS, Allocations are made to additional expenses to capital line items and to cover increases in electricity and litigation costs;

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

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

General Fund:

Revenues:

110-31110	Property Taxes	\$39,346.03	
110-34744	Park & Rec Restitution	\$307.00	
110-27100	Fund Balance	\$26,556.94	
110-34710	Roane EDU ballfield donation	\$5,000.00	
110-33479	THSO State Grant	\$2,884.01	
110-31800	Business Tax	\$12,500.00	
110-33193	ARPA Revenue		\$89,481.39

Expenditures:

110-44400-260	P&R Repair & Maintenance		\$307.00
110-41210-165	Court Cost		\$6,000.00
110-42100-142	Police Health Insurance	\$6,000.00	
110-43190-241	State Street Aid Electricity		\$18,000.00
110-43750-931	Capital Improvements Sidewalk Improvements		\$26,556.94
110-43750-942	Capital Improvements Fire Truck		\$4,716.03
110-43750-946	Capital Improvements Ladd Park Project		\$3,282.50
110-43750-914	Capital Improvements Gateway Sign		\$13,347.50
110-44400-269	Ballfield Maintenance		\$5,000.00
110-42100-112	Police Overtime		\$2,884.01
110-41810-241	City Hall Buildings Electric		\$7,500.00
110-43240-295	Garbage Collection Fees WCI		\$5,000.00
110-52130-941	ARPA Police Vehicles	\$913.39	
110-52130-910	ARPA Delaney Property Purchase	\$100.00	
110-52130-942	ARPA Public Works Vehicles	\$88,468.00	

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

Tim Neal
Mayor

Kelly Jackson
City Clerk

Passed 1st Reading May 9, 2023

Passed 2nd Reading _____

ORDINANCE NO. 23-05-09-04
AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF KINGSTON, TN
WATER/SEWER FUND FOR FISCAL YEAR 2022-2023

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

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

WHEREAS, Money appropriated to cover the cost of American Rescue Plan Act for TDEC ARPA Project Management;

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

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

Water/Sewer Fund:

Revenues:

413-33193	Grant American Rescue Plan Act	\$7,500.00
413-37299	Misc- Insurance Recovery	\$7,345.00

Expenditures:

413-52130-250	ARPA Personnel Professional Services	\$7,500.00
413-52310-261	Water Plant Equipment Maintenance	\$7,345.00

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

Tim Neal
Mayor

Kelly Jackson
City Clerk

Passed 1st Reading May 9, 2023

Passed 2nd Reading _____

ORDINANCE 23-05-09-05

AN ORDINANCE TO REPEAL ORDINANCE 13-2-12 AND TO ESTABLISH THE AMOUNT WHICH THE CITY MANAGER MAY EXPEND WITH REGARD TO PURCHASES AND CONTRACTS FOR GENERAL PUBLIC IMPROVEMENTS AT \$25,000

WHEREAS, the City Manager has heretofore been authorized to make expenditures without specific Council approval for general public improvements in amounts not to exceed \$15,000; and,

WHEREAS, the City Council of the City of Kingston believes that it would be in the best interest of the City of Kingston to increase this amount to \$25,000

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSTON THAT, pursuant to the provisions of Section 5.07 of the Kingston City Charter:

Section 1: The authority of the City Manager to expend up to \$25,000 in connection with any purchases or contracts for public improvement without specific Council approval.

This ordinance shall take effect upon final passage, the public welfare requiring it.

Mayor

ATTEST:

City Clerk

Passed first reading: May 9, 2023

Passed second reading: _____

ORDINANCE NO. 23-06-13-01

AN ORDINANCE ADOPTING AND ENACTING A COMPREHENSIVE CODIFICATION AND REVISION OF THE ORDINANCES OF THE CITY OF KINGSTON, TENNESSEE.

WHEREAS some of the ordinances of the City of Kingston are obsolete, and

WHEREAS some of the other ordinances of the city are inconsistent with each other or are otherwise inadequate, and

WHEREAS the City Council of the City of Kingston, Tennessee, has caused its ordinances of a general, continuing, and permanent application or of a penal nature to be codified and revised and the same are embodied in a code of ordinances known as the "Kingston Municipal Code," now, therefore:

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

Section 1. Ordinances codified. The ordinances of the City of Kingston of a general, continuing, and permanent application or of a penal nature, as codified and revised in the following "titles," namely "titles" 1 to 20, both inclusive, are ordained and adopted as the "Kingston Municipal Code," hereinafter referred to as the "Municipal Code."

Section 2. Ordinances repealed. All ordinances of a general, continuing, and permanent application or of a penal nature not contained in the municipal code are hereby repealed from and after the effective date of said code, except as hereinafter provided in section 3 below.

Section 3. Ordinances saved from repeal. The repeal provided for in section 2 of this ordinance shall not affect: Any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or right established or accruing before the effective date of the municipal code; any ordinance or resolution promising or requiring the payment of money by or to the city or authorizing the issuance of any bonds or other evidence of said city's indebtedness; any appropriation ordinance or ordinance providing for the levy of taxes or any budget ordinance; any contract or obligation assumed by or in favor of said city; any ordinance establishing or authorizing the establishment of a social security system or providing or changing coverage under that system; any administrative ordinances or resolutions not in conflict or inconsistent with the provisions of such code; the portion of any ordinance not in conflict with such code which regulates speed, direction of travel, passing, stopping, yielding,

standing, or parking on any specifically named public street or way; any right or franchise granted by the city; any ordinance dedicating, naming, establishing, locating, relocating, opening, closing, paving, widening, vacating, etc., any street or public way; any ordinance establishing and prescribing the grade of any street; any ordinance providing for local improvements and special assessments therefor; any ordinance dedicating or accepting any plat or subdivision; any prosecution, suit, or other proceeding pending or any judgment rendered on or prior to the effective date of said code; any zoning ordinance or amendment thereto or amendment to the zoning map; nor shall such repeal affect any ordinance annexing territory to the city.

Section 4. Continuation of existing provisions. Insofar as the provisions of the municipal code are the same as those of ordinances existing and in force on its effective date, said provisions shall be considered to be continuations thereof and not as new enactments.

Section 5. Penalty clause. Unless otherwise specified in a title, chapter or section of the municipal code, including the codes and ordinances adopted by reference, whenever in the municipal code any act is prohibited or is made or declared to be a civil offense, or whenever in the municipal code the doing of any act is required or the failure to do any act is declared to be a civil offense, the violation of any such provision of the municipal code shall be punished by a civil penalty of not more than fifty dollars (\$50.00) and costs for each separate violation; provided, however, that the imposition of a civil penalty under the provisions of this municipal code shall not prevent the revocation of any permit or license or the taking of other punitive or remedial action where called for or permitted under the provisions of the municipal code or other applicable law. In any place in the municipal code the term "it shall be a misdemeanor" or "it shall be an offense" or "it shall be unlawful" or similar terms appears in the context of a penalty provision of this municipal code, it shall mean "it shall be a civil offense." Anytime the word "fine" or similar term appears in the context of a penalty provision of this municipal code, it shall mean "a civil penalty."

Each day any violation of the municipal code continues shall constitute a separate civil offense.¹

Section 6. Severability clause. Each section, subsection, paragraph, sentence, and clause of the municipal code, including the codes and ordinances adopted by reference, is hereby declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence, or clause in the

¹State law reference

For authority to allow deferred payment of fines, or payment by installments, see Tennessee Code Annotated, § 40-24-101 et seq.

municipal code shall not affect the validity of any other portion of said code, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted therefrom.

Section 7. Reproduction and amendment of code. The municipal code shall be reproduced in loose-leaf form. The city council, by motion or resolution, shall fix, and change from time to time as considered necessary, the prices to be charged for copies of the municipal code and revisions thereto. After adoption of the municipal code, each ordinance affecting the code shall be adopted as amending, adding, or deleting, by numbers, specific chapters or sections of said code. Periodically thereafter all affected pages of the municipal code shall be revised to reflect such amended, added, or deleted material and shall be distributed to city officers and employees having copies of said code and to other persons who have requested and paid for current revisions. Notes shall be inserted at the end of amended or new sections, referring to the numbers of ordinances making the amendments or adding the new provisions, and such references shall be cumulative if a section is amended more than once in order that the current copy of the municipal code will contain references to all ordinances responsible for current provisions. One copy of the municipal code as originally adopted and one copy of each amending ordinance thereafter adopted shall be furnished to the Municipal Technical Advisory Service immediately upon final passage and adoption.

Section 8. Construction of conflicting provisions. Where any provision of the municipal code is in conflict with any other provision in said code, the provision which establishes the higher standard for the promotion and protection of the public health, safety, and welfare shall prevail.

Section 9. Code available for public use. A copy of the municipal code shall be kept available in the city clerk's office for public use and inspection at all reasonable times.

Section 10. Date of effect. This ordinance shall take effect from and after its final passage, the public welfare requiring it, and the municipal code, including all the codes and ordinances therein adopted by reference, shall be effective on and after that date.

Passed 1st reading _____, 20__.

Passed 2nd reading _____, 20__.

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION 23-06-13-01

A RESOLUTION AUTHORIZING THE CITY OF KINGSTON TO PARTICIPATE IN

James L. Richardson "*Driver Training*" 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 Training*" 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 Training*" 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 _____ day of _____ in the year of _____.

Mayor

ATTEST:

City Clerk

RESOLUTION 23-06-13-02

A RESOLUTION AUTHORIZING THE CITY OF KINGSTON TO PARTICIPATE IN THE 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 for any monies provided by this grant.

Resolved this _____ day of _____ in the year of _____.

Mayor

ATTEST:

City Clerk

RESOLUTION: 23-06-13-03
A RESOLUTION AUTHORIZING
THE CITY OF CITY OF KINGSTON
TO PARTICIPATE IN
the “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 _____ day of _____ in the year of _____.

Mayor

ATTEST:

City Clerk

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSTON**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingston (Roane County), hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002809
Contract #: CMA 2416

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2023 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-six thousand, six hundred and ninety-one dollars, and forty-nine cents (\$56,691.49). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation
1951 South Roane Street
Harriman, TN 37748

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)

- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed

representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Maximillian Davis, Operations District Supervisor
State of Tennessee Department of Transportation
1951 South Roane Street Harriman, TN 37755
maximillian.davis@tn.gov
Tammy.Garrett@tn.gov
Telephone # 865-717-4522
FAX # 865-882-7855

The Contractor:

Michelle Kelley
City of Kingston
Michelle.Kelley@kingstontn.gov
Telephone # 865-376-6584
FAX # 865-376-2325

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF KINGSTON:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$	0.17
Total Roadway Surface Area (YD^2):		319077
Calculated Maximum Reimbursement (Roadway Surface):		\$54,243.09

Roadway Surface Inventory Worksheet													
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(mi.)	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR001	Race Street	BEGIN	Clinch River	1C	No	14.98	16.28	1.3	6864	36	23	7744	19712.00
SR001	Race Street	CHANGE	Clinch River	1C	No	16.28	16.68	0.4	2112	48		0	11264.00
SR001	Race Street	CHANGE	5th Street / Jail	1C	No	16.68	18.4	1.6	8448	36		0	33792.00
SR001	Race Street	END	Redeemer Lutheran Church (Lt.)	1G	No	14.06	14.98	0.92	4857.6	94		0	50734.93
SR058	Gallagher Road	BEGIN	Tennessee River	1C	No	11.7	12.9	1.2	6336	36		0	25344.00
SR058	Gallagher Road	CHANGE	Bethel Pres. Church (Lt.)	1D	No	12.9	13.6	0.7	3696	66		0	27104.00
SR058	Gallagher Road	CHANGE	Harvey Street (Rt.)	1D	No	13.6	14	0.4	2112	150		0	35200.00
SR058	Gallagher Road	END	Poplar Springs Road	1D	No	14	16.1	2.1	11088	84		0	103488.00
SR326	SR-326	BEGIN	Ladd Ridge Road	1C	No	0.9	1.1	0.2	1056	36		0	4224.00
SR326	SR-326	END	I-40 Overpass	1C	No	1.1	1.3	0.2	1056	70		0	8213.33

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

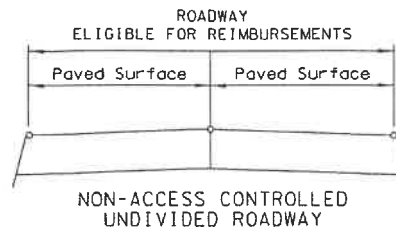


FIGURE 1A

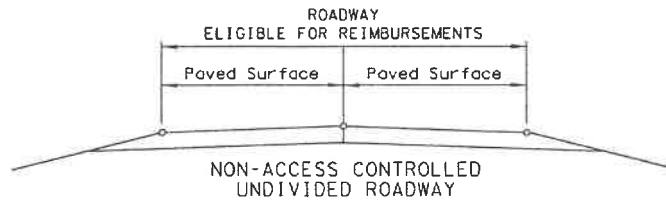


FIGURE 1B

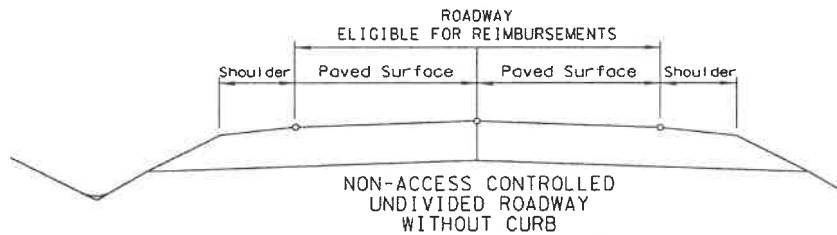


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

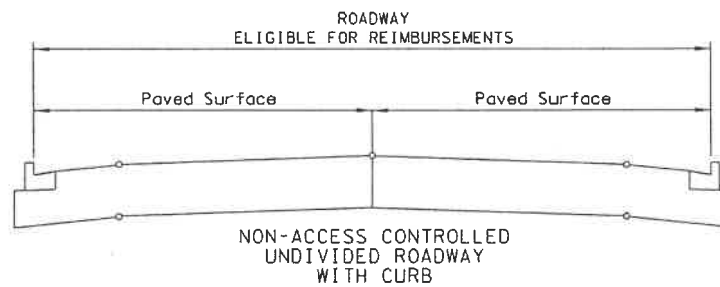


FIGURE 1D

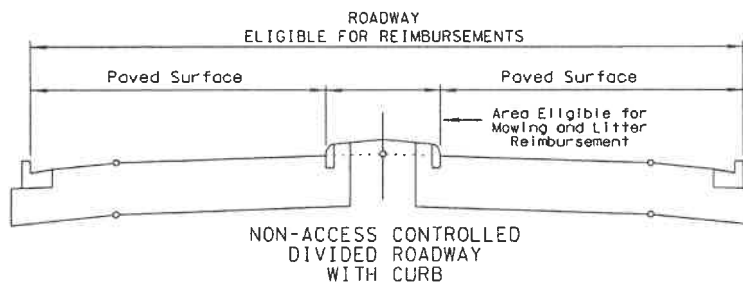


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

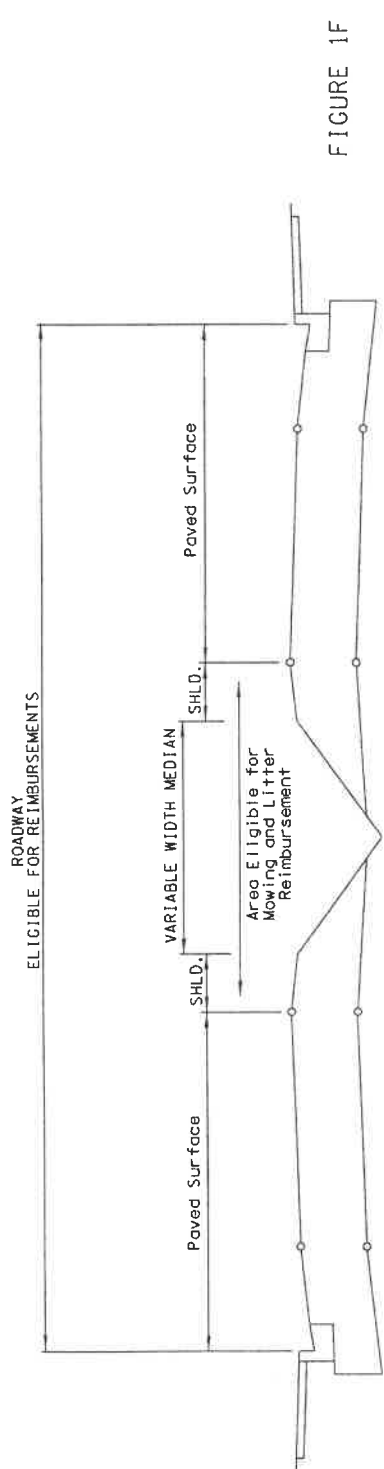


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

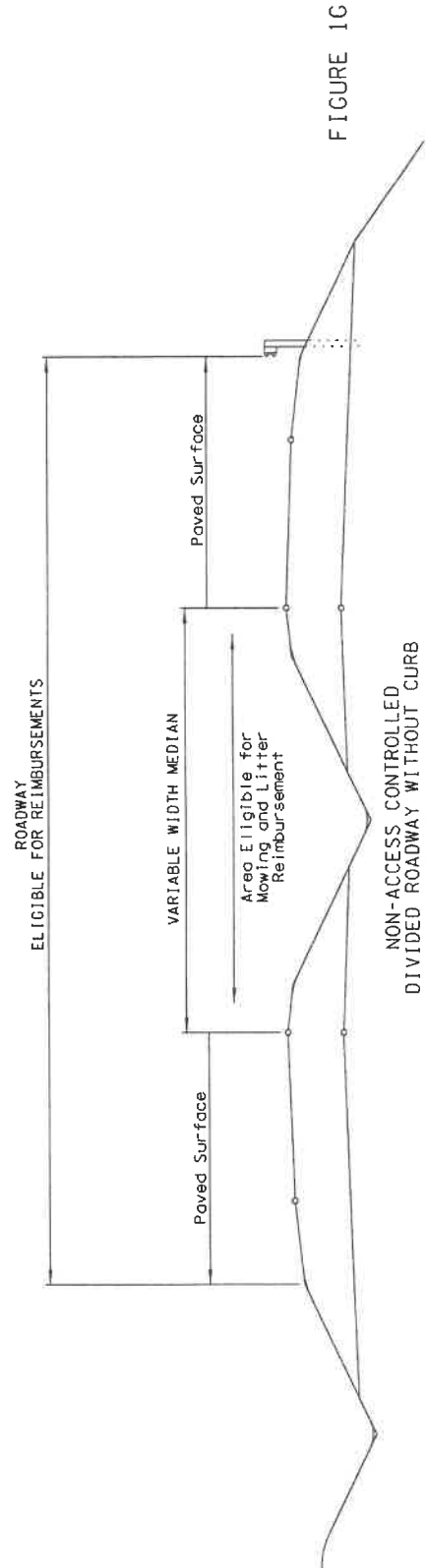


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

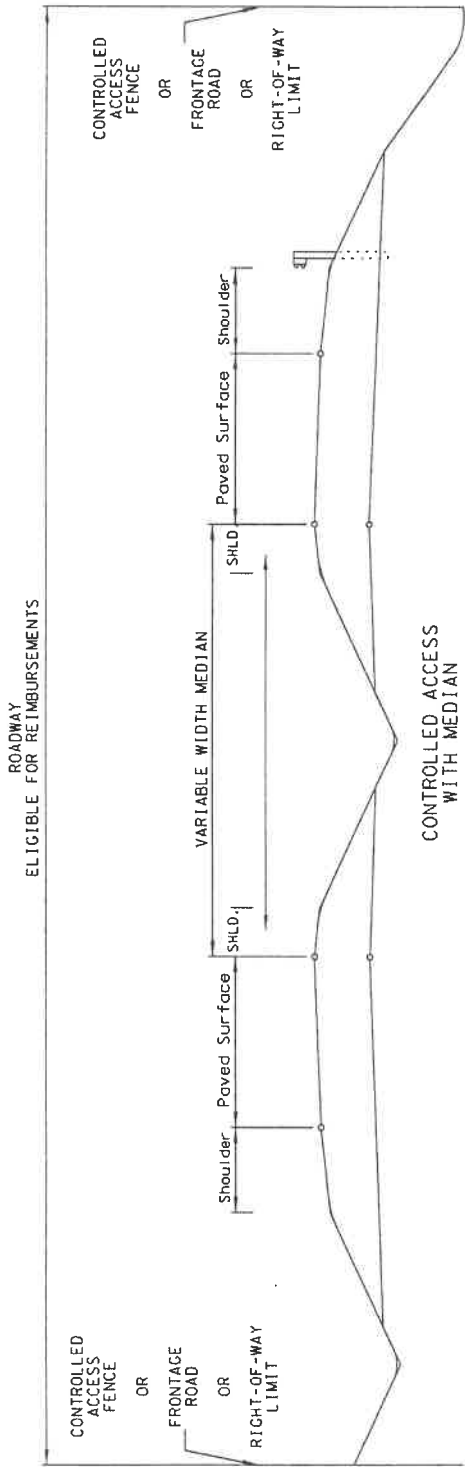


FIGURE 2A

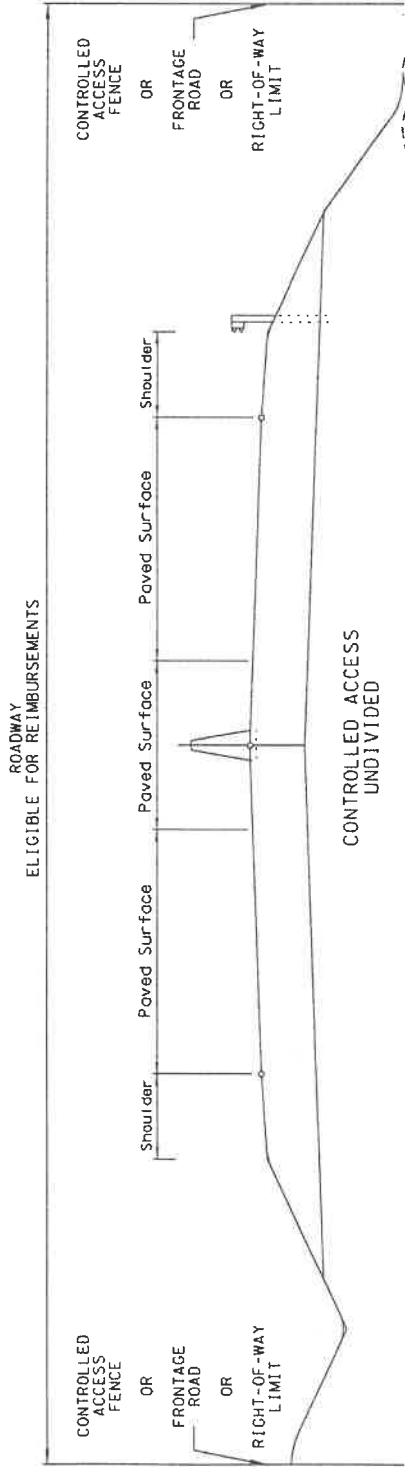


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2023-2024 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2023-2024 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT B"

CITY OF KINGSTON

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2023 and ending June 30, 2024

Job Title Classification	Low Rate	High Rate

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2023, by and between **ROANE COUNTY, TENNESSEE**, hereinafter referred to as “Roane County”, and the **CITY OF KINGSTON, TENNESSEE**, hereinafter referred to as “City”.

WHEREAS, *Tennessee Code Annotated Section 5-1-113* and Sections *12-9-101* through *12-9-109*, authorize public agencies, as defined in *Tennessee Code Annotated Section 12-9-103*, to enter into interlocal cooperation agreements; and

WHEREAS, the parties hereto desire to avail themselves of the privileges afforded by these laws; and

WHEREAS, the purpose of this Agreement is to allow the City to contract with Roane County for Roane County to provide the City with local advisory planning services.

NOW, THEREFORE, in consideration of the premises, as authorized by Resolution of their respective governing bodies, the parties do hereby agree as follows, to-wit:

1. During the twenty-four (24) month period between July 1, 2023, and ending on June 30, 2025, Roane County agrees to furnish the services of a professionally certified planning advisor who will confer with the City's planning commission, board of zoning appeals and other local officials with respect to all phases of the comprehensive planning program as set forth in *Title 13, Chapter 3 of Tennessee Code Annotated*. Planning recommendations are advisory, only, and the City and its appropriate representatives have the sole authority to enact and enforce ordinances and other regulations concerning planning. A work program derived from the elements listed below will be developed jointly between Roane County and the City within thirty (30) days after both parties' governing bodies have approved this Interlocal Agreement and this

Interlocal Agreement has been executed. Other activities may be included depending on the scope and nature of the desired services and Roane County's ability to provide the same. All activities must be agreed upon mutually by the City and Roane County. Planning services may include but are not limited to the following activities:

A. Attendance at planning commission and/or boards of zoning appeals meetings; assistance in the preparation or review of the long-range work program of the planning commission; preparation of comprehensive plans, Public Chapter 1101 Growth Management Plans and amendments, and other planning studies and documents.

B. Preparation of land use controls for adoption, implementation and enforcement by local community officials, including, but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls.

C. Access to the planning and land-use resources of Roane County, including drafting, mapping and geographic information systems support and planning related research.

D. Specialty training for planning commissions, board of zoning appeals and local administrators, assistance in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.

E. Advice and assistance on all matters relating to state, federal and regional programs that affect planning and implementation for the locality.

2. During the term of this Agreement, the City shall pay Roane County the sum of \$14,666 per year, due and payable on July 1. The City hereby authorizes Roane County to apply

on the City's behalf for any eligible funds from the State of Tennessee or state sources to supplement the planning contract amount and to use such grant funds to cover the cost of providing planning services to the City.

3. Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, and least ninety (90) days before the early termination date. Upon early termination of the Agreement, the obligation of Roane County to conduct and carry on the program agreed to under this Agreement shall cease. If Roane County elects to terminate this Agreement before the termination date, Roane County shall retain the portion of the City's prepayment prorated through the date of early termination, and the City shall be refunded the portion of the City's prepayment prorated from the date of early termination through the date that said prepayment was intended to cover services contemplated by this Agreement. However, because Roane County has to hire additional County employees to provide the services contemplated by this Agreement, if the City elects to terminate this Agreement before the termination date, the City shall not be entitled to any refund of any amount it has paid to the Roane County.

4. This Agreement is for a period of twenty-four (24) months. A new twenty-four (24) month agreement and fee schedule will be presented prior to July 1, 2025.

5. This Agreement pertains only to the specific services set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective on the date of the last signature placed hereon.

ROANE COUNTY, TENNESSEE

By: _____
Wade Creswell, County Executive
Date: _____

CITY OF KINGSTON, TENNESSEE

By: _____
Tim Neal, Mayor
Date: _____

Kelly Jackson

From: Jim Washam
Sent: Friday, June 2, 2023 8:13 AM
To: David Bolling; Kelly Jackson
Subject: Fwd: Car Show

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From: TOMMY SNOW <tsnow101@comcast.net>
Sent: Friday, June 2, 2023 7:15:53 AM
To: Jim Washam <Jim.Washam@kingstontn.gov>
Subject: Car Show

****EXTERNAL****

Chief,

We are doing a car show on July 1st-Saturday. It is actually for the city of Kingston, but our car club has done all car shows for the city for over 6 years, the July 4th show, Spring and Fall festivals. The Parks an Rec. usually sets the road closures up, but we all know Debbie Russell is retiring, so it is in our hands to get things approved.

We would like to do the July 1st show this year NOT at the High School like normally, we would like to do it around the old courthouse and use the new courthouse parking lot also. Pretty much how the PD has blocked off the roads for the Kingston's Spring and Fall festivals, the same thing of blocking.

Our club thinks that once we do our show there this year, several opportunities, more shade for people, walking to places to eat if they desire and will look great for the city, seeing a car show around the road, like a block party type. As of now we think our show hours will be like 8am-2pm, then could open the roads back up to normal, so shorter time than the festivals.

Roads affected.

Court street,

Cumberland at red light to third

Third from Cumberland to redlight on Race Street

IF, this isn't approved, then we would like to result back to our normal location of the High School and have Cumberland to Patton Ferry blocked as normal.

Thank you, any questions, please feel free to contact me.

(865) 850-7516

Tommy Snow

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PUBLIC NOTICE TO
RESIDENTS OF
KINGSTON

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

PARKS AND RECREATION COMMISSION

We have three (3) terms expiring on June 30, 2023

Applicants must live within the City limits of Kingston

Meetings are held monthly on the first Thursday at 6pm at the Kingston Community Center.

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

by 4:30 P.M on June 1, 2023

Boards & Commissions (updated May 9, 2023)

PARKS & RECREATION COMMISSION	
9 MEMBERS (4-YEAR TERM)	
Appointed by City Council, unexpired terms appointed by Mayor, shall live in City, 1 member of Council	
Linda Townsend	6/30/23
Alison Ward	6/30/23
Sue Collins	6/30/23
Paul Rogers	6/30/24
Ruth Thompson	6/30/24
Michael Greenwell	6/30/25
Keenan Hethcoat	6/30/26
Denise Headrick	6/30/26
J.R. Best, P&R Director	Ex-officio
Philip Bredwell, Council Rep	Voting Member
PLANNING COMMISSION –	
8 MEMBERS (4-YR TERM)	
Appointed by Mayor/Must live in Municipal Planning Area/Mayor a member/1 Council Member selected by Council	
Jim Owens	10/31/26
Gary Botkin	10/31/28
Sammy Frogg	10/31/30
Mike Farmer (NO New Appt)	10/31/23
Wade Lovin	10/31/24
Robert Pickel, Secretary	10/31/25
Tim Neal, Mayor	Voting Member
Stephanie Wright, Chairman	Voting Member
ETDD , Local Planning	P.O. Box 249, Alcoa
BOARD OF ZONING APPEALS	
5 MEMBERS (5-YEAR TERM)	
Elected by City Council, must live in regional planning area.	
Tim Neal, Mayor	Voting Member
Tori May	10/31/24
Rob Jago	10/31/25
Glenda Johnson	10/31/27
Levi Lankford	10/31/27
Bonding Committee	
David Bolling	City Manager
Bo Pickel	Secretary, Planning Commission
Tim Clark	Public Works Director
Kevin Hamilton	Utility Manager

HISTORIC ZONING COMMISSION	
9 MEMBERS (5-YEAR TERM)	
VACANT (Kyriana Marshall)	12/31/23
Robert Pickel	12/31/24
Stephanie Wright	12/31/24
Bruce Cantrell	12/31/25
Robert Bailey	12/31/25
Hugh Willett	12/31/25
Brian Collins, Chairman	12/31/26
Mary Pippin	12/31/23
Mary Ann Wesolowski	12/31/23
BEAUTIFICATION COMMITTEE – 9 MEMBERS	
(6 Citizens-4-YEAR TERM) Appointed by Council	
Sue Collins, P&R Rep	4/30/25
Judy Yeager, Citizen	4/30/25
Glenda Johnson	4/30/25
Cole Silvers	4/30/25
Teresa Kirkham	4/30/25
VACANT (Sparkes)	3/1/26
Harriet Walker	3/1/26
David L. Bolling, City Manager	Non-voting ex-officio
VACANT, Council Rep.	Voting Member
Jim Washam, Codes Enforcement	Voting Member
LIBRARY BOARD—7 MEMBERS (3-YEAR TERM)	
Appointed by City Council, residents of city, 1 member of Council.	
Savannah Washam, Secretary	12/31/24 2nd
Kelli Smith	12/31/24 1st
Beverly Zeilman	12/31/25 1st
William Wilson	12/31/25 1st
Kerry Willett	12/31/23 1st
Jinx Watson	12/31/24 2nd ????
Director	Ex-officio
Lucy Johnson, Council Rep.	End of Elected Term
ANIMAL CONTROL BOARD (4-Year Term)	
Appointed by Council—vacancies of unexpired terms appointed by Mayor (shall live in city)	
Humane Society	
Citizen (2)	
Jim Washam	Dept. Head
	Council Rep
Rockwood Electric Utility Board – (4-year Term)	
Randy Childs	Council Rep.
E-911 Board - Appointed by Roane County Commission/approved by City Council.	
Tony Brown, Councilman	12/31/2024
ROANE COUNTY REGIONAL SOLID WASTE BOARD	
Tony Brown, Councilman	Council Rep.

Kelly Jackson

From: Kelly Jackson
Sent: Thursday, April 6, 2023 10:04 AM
To: LCTDOT@bellsouth.net; alisonlinsey@gmail.com; suzieq2508
Cc: David Bolling; JR Best
Subject: Kingston Parks & Recreation Commission

All,

Good Morning. I wanted to reach out to each of you to advise that your terms on the Kingston Parks & Recreation Commission will expire on June 30, 2023. We are required to advertise for any expiring terms. We appreciate your willingness to serve and if you are interested in serving another term on this commission please send me an email by June 1st at 4:30pm indicating such. We will add this to the June council agenda for a vote.

Have a great day and a Blessed Easter !!!

Kelly Jackson

Kingston City Manager's Office
City of Kingston
900 Waterford Place
Kingston, TN 37763
(865) 376-6584 ext 1102
Kelly.Jackson@kingstontn.gov

Please consider the environment before printing this e-mail. This email contains confidential and privileged information intended only for the addressee(s). You are hereby notified that any dissemination, distribution, copying, or other use of this email or any attachments thereto without express written authorization from the sender is strictly prohibited. If you have received this in error, please delete immediately and notify Kingston City Hall at this email address, or by phone at (865) 376-6584.

Kelly Jackson

From: Linda <lctdot@bellsouth.net>
Sent: Thursday, April 6, 2023 9:56 PM
To: Kelly Jackson
Subject: Term Ending 6/30/23

****EXTERNAL****

Hi Kelly,

I'm responding to your email stating to let you know if we wish to continue to serve.

I've enjoyed my 10 months of serving on Parks & Recreation Committee & I would love the opportunity to serve another term,

Thank you for letting me know how to let my desire to serve be known.

I am,

Linda C. Townsend
lctdot@bellsouth.net
865-603-6192

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

Kelly Jackson

From: Alison Ward <alisonlinsey@gmail.com>
Sent: Thursday, May 11, 2023 3:45 PM
To: Kelly Jackson
Subject: Re: Reminder of June 1st deadline

****EXTERNAL****

Kelly,
Thank you for the follow-up. I am no longer interested in serving.

Alison Brown Ward

Sent from my iPad

On May 11, 2023, at 9:21 AM, Kelly Jackson <Kelly.Jackson@kingstontn.gov> wrote:

Sue & Alison,

I just wanted to send a reminder. If you are interested in serving another term on the Kingston Parks & Recreation Commission please send me a response email stating such by June 1st so I can add it to the June agenda.

Again, Thank you both for your willingness to serve

Regards,

Kelly Jackson

Kingston City Manager's Office
City of Kingston
900 Waterford Place
Kingston, TN 37763
(865) 376-6584 ext 1102
Kelly.Jackson@kingstontn.gov

Please consider the environment before printing this e-mail. This email contains confidential and privileged information intended only for the addressee(s). You are hereby notified that any dissemination, distribution, copying, or other use of this email or any attachments thereto without express written authorization from the sender is strictly prohibited. If you have received this in error, please delete immediately and notify Kingston City Hall at this email address, or by phone at (865) 376-6584.



**KINGSTON BEER BOARD
REGULAR MEETING
Tuesday, June 13, 2023**

A G E N D A

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

REGULAR MEETING – KINGSTON BEER BOARD
TUESDAY, MAY 9, 2023
KINGSTON CITY HALL

The Regular Meeting of the Kingston Beer Board was held on Tuesday, May 9, 2023. Chairman Tim Neal called the meeting to order with the following members present upon roll call: Member Philip Bredwell, Vice-Chair Tony Brown, Member Randy Childs, Member Lucy Johnson, Member Stephanie Wright, and Chairman Tim Neal.

PREVIOUS MINUTES

A motion made by Member Bredwell, second by Member Childs to waive the reading and approve as written the minutes of the regular meeting on April 11, 2023.

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

Citizens Comments: None

New Business: NONE

Chairman Neal adjourned the meeting at 6:47 pm

APPROVED _____

Timothy Neal, Chairman

ATTEST:

City Clerk



**KINGSTON WATER BOARD
REGULAR MEETING
Tuesday, June 13, 2023**

A G E N D A

A. Call to Order

B. Roll Call

C. Previous Minutes

D. Citizens' Comments

E. City Manager's Report

F. New Business

1. Consideration to authorize the Mayor to enter in to a contract with Water Leak Relief for water and sewer leak and line protection
2. Consideration to authorize the City Manager to write off utility account 009-01184-02 in the amount of \$252.38 due to the death of the customer / no estate

REGULAR MEETING – KINGSTON WATER BOARD
TUESDAY, MAY 9, 2023
KINGSTON CITY HALL

The Regular Meeting of the Kingston Water Board was held on Tuesday, April 11, 2023. Chairman Tim Neal called the meeting to order with the following members present upon roll call: Member Philip Bredwell, Vice-Chair Tony Brown, Member Randy Childs, Member Lucy Johnson, Member Stephanie Wright, and Chairman Tim Neal.

PREVIOUS MINUTES

A motion made by Member Johnson, second by Member Bredwell to waive the reading and approve the minutes as written the minutes of the regular meeting on April 11, 2023.

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

Citizen Comments –

- Dickey Maddox (155 Old Johnston Valley Road) addressed the Board and expressed appreciation of the Board exploring options regarding sewer charges.

CITY MANAGER’S REPORT

- Advised the Board that Thompson Engineering is withdrawing from the ARC project in Ladd Landing (This will also be referenced in the City Council minutes)
- Relinquished the floor to Utility Director Kevin Hamilton who updated on the following:
 - Sewer extension project on Ward Road is near completion
 - Advised of 5 or 6 new sewer taps recently purchased
 - Pending yard work, patching, and paving on the recent sewer extensions
 - Informed the Board that two employees recently attended TAUD emerging wastewater contaminant class and reported of some upcoming proposed changes in PFas Testing. We currently test per trillions of gallons and it is proposed to change that to per quadrillions of gallons which will increase costs.
 - Member Childs inquired about the Casey’s project and Director Hamilton advised it is on hold currently while Casey’s explores their options.

New Business:

1. **Consideration to enact a moratorium on imposing sewer charges to unconnected customers until December 31st to allow for further study.**

A motion was made by Member Childs, second by Member Bredwell to enact a moratorium on imposing sewer charges to unconnected customers until December 31st to allow for further study.

Discussion ensued about determining the customers both inside/outside city that this would affect; notification for customers to self-identify; process of confirming whether the customer was physically connected; plans for further discussion; rates and fees associated with bore permits. Mr. Bolling reminded the board of the existing ordinance which will need to be amended.

Roll call vote

Member Bredwell – Yes

Vice-Chair Brown – Yes

Member Childs – Yes

Member Johnson – Yes

Member Wright – No

Chairman Neal –Yes

Motion passed with 5 Ayes and 1 Nay Vote

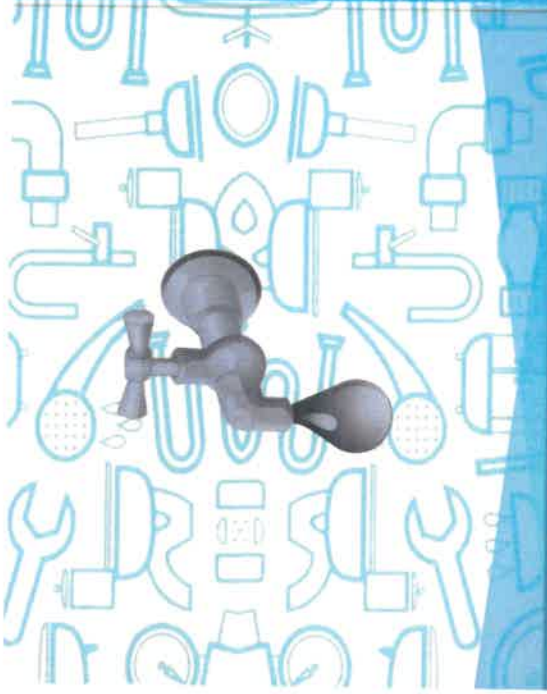
Chairman Neal adjourned the meeting. 7:14 pm

APPROVED

Timothy Neal, Chairman

ATTEST:

City Clerk



Water Leak Relief is a unique service, one that is about making sure your customers and their families are covered in case of a leak.

Water Line and Sewer Line Relief ensures your customers are taken care of if their water line or sewer line needs to be repaired or replaced.



When a leak occurs or a repair is needed, our services provide your customers relief from financial burden and allows you to collect payment for the water you provided.



Water Leak Relief LLC has contracted with Plateau Casualty Insurance Company for the administration of its service contract program



**CONTACT US
TODAY!**

Toll Free: 1 (855) 426-7655
www.waterleakrelief.com
info@waterleakrelief.com

157 Lantana Rd
Crossville, TN 38555



Water Leak Relief LLC

**Leaks cost us,
not you or your
customers**

Please call for more information
Phone: 855-426-7655

Water Leak Relief

- Service provides relief from excess charges on eligible water leaks.
- We will pay the difference between your customer's high water bill and the average of their last 12 water bills, up to the Utility selected service limit.
- No deductible for your service contract.
- District Rating. Individual customer fee will not increase if they make a claim.
- Service provides relief from excess charges on eligible sewer leaks.
- We will pay the difference between your customer's high sewer bill and the average of their last 12 sewer bills, up to the Utility selected service limit.
- No deductible for your service contract.
- District Rating. Individual customer fee will not increase if they make a claim.

Sewer Leak Relief



Participating water utilities will auto-enroll all customers into Water and Sewer Leak Relief.

Customers can contact Water Leak Relief LLC to opt-out at any time.

Customer's can contact Water Leak Relief LLC to add Water Line Relief and/or Sewer Line Relief at any time.

The utility has the benefit of selecting the service limit amounts between \$500 up to \$3,000.

Water Line Relief

- Service provides repair or replacement of your customer's water line due to qualifying normal wear and tear of their leaking, low pressure or permanently blocked water line up to \$10,000 once a year.
- No deductible for your service contract.
- District Rating. Individual customer fee will not increase if they make a claim.
- Service provides repair or replacement of your customer's sewer line due to qualifying normal wear and tear of their leaking or permanently blocked sewer line up to \$10,000 once a year.
- No deductible for your service contract.
- District Rating. Individual customer fee will not increase if they make a claim.

Sewer Line Relief

- Service provides repair or replacement of your customer's sewer line due to qualifying normal wear and tear of their leaking or permanently blocked sewer line up to \$10,000 once a year.
- No deductible for your service contract.
- District Rating. Individual customer fee will not increase if they make a claim.



Water Leak Relief LLC exists to give you and your customers peace of mind and ease the burden associated with water and sewer leaks.

LEAKS COST US, NOT YOU OR YOUR CUSTOMERS!

Kelly Jackson

From: Ben Whitson <ben@waterleakrelief.com>
Sent: Tuesday, April 25, 2023 4:50 PM
To: Michelle Kelley; david.bolling@kingston.gov; Kevin Hamilton; Haley Brown; Kelly Jackson; Marsha Marshall
Subject: Water Leak Relief-City of Kingston Updated Pricing & Products
Attachments: Updated 4-25 Price Comparison Chart-Kingston.pdf

****EXTERNAL****

Good Afternoon,

I have been working with our actuary to produce the best product possible for the City of Kingston. After some back and forth, we can offer a \$5,000 service limit with 2 claims per year at a slightly reduced rate than what your customers are currently paying. So, effectively your customers will receive 4x the coverage at a reduced rate.

Also, at this time, we are not finished developing pricing for combining claim limits or offering protection for the City that would cover customers who walk away from a bill. We will continue to work on these items for the future, but I do not have a timeline for those at this point. I would like to have more conversations about the number of claims that would have exceeded \$5,000 and also the total amount of unpaid bills written off so we can develop these products at a later date. I hope we can work together and pioneer a new product for the industry!

I have attached the pricing comparison chart with the updated pricing and service limit of \$5,000 twice per year.

If there are any other questions, please don't hesitate to reach out. I look forward to taking great care of you and your customers.

Thanks

Ben

Ben Whitson

General Manager



157 Lantana Rd

Crossville, TN 38555

Cell: 931-267-6787

Office: 855-426-7655

Fax: 931-313-9014

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City of Kingston-Price Comparison	WLR		
	Current	Difference***	Proposed
Residential Water Leak	\$ 2.90	\$ 0.05	\$ 2.85
Residential Water Line	\$ 5.50	\$ 0.10	\$ 5.40
Residential Water & Sewer Leak	\$ 4.95	\$ 0.05	\$ 4.90
Residential Sewer Line	\$ 6.50	\$ 0.10	\$ 6.40
Commercial Water & Sewer Leak-Single	\$ 5.65	\$ 0.05	\$ 5.60
Commercial Water & Sewer Leak-Multi	\$ 11.30	\$ 0.05	\$ 11.25
Commercial Water Line-Single	\$ 13.50	\$ 0.10	\$ 13.40
Commercial Water line-Multi	\$ 27.00	\$ 0.10	\$ 26.90
Commercial Sewer Line-Single	\$ 13.50	\$ 0.10	\$ 13.40
Commercial Sewer Line-Multi	\$ 27.00	\$ 0.10	\$ 26.90
Irrigation Only Water leak	\$ 3.25	\$ 0.05	\$ 3.20
Residential w/ Irrigation & Existing Water/Sewer Leak	\$ 5.65	\$ 0.05	\$ 5.60
4" Single Occupancy	\$ 40.76	\$ 0.10	\$ 40.66
Residential Water Master-Metered Multi-Habitational	\$2.50/per unit		\$ 11.25
Residential Water/Sewer Master Metered Multi-Habitational	\$5.00/per unit		\$ 11.25

***Residential Master-Metered Multi-Habitational Pricing will have one fee for the meter versus the current per unit rate

*****This includes 2 claims per year at the service limit of \$5,000**

City of Kingston-Price Comparison	WLR		
	Current	Difference***	Proposed
Residential Water Leak	\$ 2.90	\$ 0.25	\$ 2.65
Residential Water Line	\$ 5.50	\$ 0.60	\$ 4.90
Residential Water & Sewer Leak	\$ 4.95	\$ 0.25	\$ 4.70
Residential Sewer Line	\$ 6.50	\$ 0.60	\$ 5.90
Commercial Water & Sewer Leak-Single	\$ 5.65	\$ 0.25	\$ 5.40
Commercial Water & Sewer Leak-Multi	\$ 11.30	\$ 0.25	\$ 11.05
Commercial Water Line-Single	\$ 13.50	\$ 0.60	\$ 12.90
Commercial Water line-Multi	\$ 27.00	\$ 0.60	\$ 26.40
Commercial Sewer Line-Single	\$ 13.50	\$ 0.60	\$ 12.90
Commercial Sewer Line-Multi	\$ 27.00	\$ 0.60	\$ 26.40
Irrigation Only Water leak	\$ 3.25	\$ 0.25	\$ 3.00
Residential w/ Irrigation & Existing Water/Sewer Leak	\$ 5.65	\$ 0.25	\$ 5.40
4" Single Occupancy	\$ 40.76	\$ 3.90	\$ 36.86
Residential Water Master-Metered Multi-Habitational	\$2.50/per unit		\$ 11.05
Residential Water/Sewer Master Metered Multi-Habitational	\$5.00/per unit		\$ 11.05

***Residential Master-Metered Multi-Habitational Pricing will have one fee for the meter versus the current per unit rate

***This includes 2 claims per year at the current service limit of \$2,500

AGREEMENT FOR WATER LEAK RELIEF SERVICE

THIS AGREEMENT is entered into this ____ day of _____, 2023 (the “Effective Date”), by and between:

Water Leak Relief, LLC, with its principal mailing address at 157 Lantana Rd, Crossville, Tennessee 38555 hereinafter referred to as (“Servicer”)

City of Kingston, with its principal mailing address at 900 Waterford Place, Kingston, TN 37763 hereinafter referred to as (“Utility”).

WITNESSETH:

WHEREAS, Utility is organized and established pursuant to the laws of the State of Tennessee for the purposes of operating a public water supply and distribution system; and

WHEREAS, Servicer is a Tennessee Limited Liability Company; and

WHEREAS, Utility experiences a certain amount of revenue losses on customers water accounts each year as a result of leaks and desires to decrease the economic loss in order to more efficiently service their customers; and

WHEREAS, Servicer is in the business of providing service agreements to each individual utility customer for the purposes of paying unexpected high water bills that result from leaks; and

WHEREAS, the parties have determined that it is mutually beneficial to enter into this agreement in order to guarantee utility customers certain optional protections at a set low rate during the term of this agreement; and

WHEREAS, by Resolution enacted on the ____ day of _____, 2023, the City of Kingston City Council approved this contract and likewise approved the execution of this contract by the Mayor of the Council of the City of Kingston.

NOW THEREFORE, in consideration of the foregoing and mutual agreements hereinafter set forth:

A. SERVICER AGREES

1. During the term of this contract, Servicer agrees to provide service contracts to the utility’s individual customers to protect against certain unexpected water losses as is further set out in the terms and conditions of the individual service contracts and herein in Section E.
2. Servicer agrees that in cooperation with the utility to service and investigate all claims made by the utility’s individual customers as a result of an unexpected water loss. Further, Servicer will provide a toll-free number in which the utility customers may call in order to

make a claim, opt out of the service agreement, increase their individual service limits, or opt into other available Water Leak Relief services.

3. Servicer agrees to pay the difference between the utility customer's average monthly water bill, based on the last 12 months, and the qualifying water leak bill amount, up to the customer's service limit amount as a result of an unexpected water loss during the terms of this contract.
4. Servicer agrees to use the utility's current water loss policy as the standard for investigating claims.
5. Servicer agrees to allow any individual customer of the utility to opt out of the service at any time during the term of this contract and will notify the utility within 5 business days to allow for billing adjustment.
6. Servicer agrees to provide utility with monthly reports of all customers who protest their bill and or statement.

B. UTILITY AGREES

1. Utility agrees to furnish the Servicer all of the water loss data and average monthly bills of each individual utility customer for the past 12 months within 5 business days of such request.
2. Utility agrees to auto enroll all individual customer account into the water leak relief service at the rate as is set out herein.
3. The Utility agrees to administer such accounts and, during the Utility's regular and periodic billing procedure, to cause to be billed and collected from each water consumer under such account as an added and designated item on the water service bill; the water leak relief service contract charges for the indicated service limit of such consumer.
4. The utility agrees to render to the Servicer such regular monthly reports as to gross billing as it relates to the Water Leak Relief Service Charges per individual customer, and uncollectible bills and accounts. Such monthly reports shall be rendered on the 5th day of the following month. At the time of rendering such monthly report, the utility shall render a statement of account between the utility and the servicer evidencing the monthly water leak relief service agreement funds per customer minus the utilities administrative fee. Payment of any balance payable under the statement of account shall be made within ten (10) days of the rendering of the statement of account. The Utility agrees to pay per customer enrolled in the program regardless of whether the account was collected. The Utility shall maintain the right to remove a customer from the service for non-payment.

5. Utility agrees to cooperate with Servicer to investigate and determine qualifying loss claims made by individual utility customers. Further, Utility agrees to provide meter readings to Servicer within 5 business days of such request.
6. Utility agrees to distribute Servicers marketing and informational materials along with their customary monthly billing information.

C. SERVICE FEES AND LIMITS

1. The Utility agrees to auto enroll all water customers in the Water Leak Relief Service at the monthly rate of \$_____ for residential customers, \$_____ for single occupancy commercial customers, and \$_____ for multiple occupancy commercial customers, plus the utility's administrative fee.
2. Servicer agrees to provide a service limit of up to _____ per customer account subject to the terms and conditions set out herein in Section E.

D. TERM

1. This agreement shall begin on the "effective date" the ____ day of _____ 2023 and shall continue for a period of 24 months until the _____, day of _____, 2025.
2. The initial water leak relief service rate and service limit shall remain in effect and shall not change during the initial term of this agreement unless mutually agreed upon by both parties in writing.
3. The parties may agree to renew this agreement for an additional two-year period upon mutual written agreement of the water leak relief service rate and service limit during the additional term.

E. TERMS AND CONDITIONS OF SERVICE

See EXHIBIT A of this contract for terms and conditions of service.

F. GENERAL TERMS

1. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

2. This Agreement sets forth and establishes the entire understanding between the Utility and the Servicer concerning the relationship of the parties. All prior discussions or representations by or between the parties have been merged into this Agreement. The parties by mutual written agreement, may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.
3. This agreement shall not affect the rights of the utility customer as set out in T.C.A. § 7-82-402.
4. This Agreement will be binding on the parties and their successors, heirs and personal representatives.
5. This Agreement will become effective upon its execution.
6. This Agreement and the relationship of the parties will be governed and constructed under the laws of the State of Tennessee.
7. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
8. This agreement may not be assigned to a third party without the written consent of both parties.
9. Notices to either party shall be sufficient if sent in writing; postage pre-paid, registered or certified mail to the address of the parties as set out above.
10. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
11. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-127.

**WATER LEAK RELIEF, LLC
(SERVICER)**

By: _____

Its: _____

Dated: _____

**CITY OF KINGSTON
(UTILITY)**

By: _____

Its: _____

Dated: _____

City of Kingston-Price Comparison	WLR		
	Current	Difference***	Proposed
Residential Water Leak	\$ 2.90	\$ 0.05	\$ 2.85
Residential Water Line	\$ 5.50	\$ 0.10	\$ 5.40
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Residential Sewer Line	\$ 6.50	\$ 0.10	\$ 6.40
Commercial Water & Sewer Leak-Single	\$ 5.65	\$ 0.05	\$ 5.60
Commercial Water & Sewer Leak-Multi	\$ 11.30	\$ 0.05	\$ 11.25
Commercial Water Line-Single	\$ 13.50	\$ 0.10	\$ 13.40
Commercial Water line-Multi	\$ 27.00	\$ 0.10	\$ 26.90
Commercial Sewer Line-Single	\$ 13.50	\$ 0.10	\$ 13.40
Commercial Sewer Line-Multi	\$ 27.00	\$ 0.10	\$ 26.90
Irrigation Only Water leak	\$ 3.25	\$ 0.05	\$ 3.20
Residential w/ Irrigation & Existing Water/Sewer Leak	\$ 5.65	\$ 0.05	\$ 5.60
4" Single Occupancy	\$ 40.76	\$ 0.10	\$ 40.66
Residential Water Master-Metered Multi-Habitational	\$2.50/per unit		\$ 11.25
Residential Water/Sewer Master Metered Multi-Habitational	\$5.00/per unit		\$ 11.25

***Residential Master-Metered Multi-Habitational Pricing will have one fee for the meter versus the current per unit rate

*****This includes 2 claims per year at the service limit of \$5,000**

Ask for Write-Off

Deceased
could not collect
per KH+MM

\$ 252.38

009-01184-02 Terminated - Account

Home > Account Records > Account

General Additional Info Contact Info Notes Bill History Transaction History User Defined Data

Account Name & Address

Account: 009-01184-02

Status: Terminated

Display Name:

Service Address:

Mailing Address:

Customer: 8024

Customer uses consolidated billing

Location: 111 Orchard Rd 009001184, Kingston, TN 377

Account Balance

Total Due: \$252.38

In Process: \$0.00

Last A/R Payment: 4/16/2021 \$88.68

Voided

Dates

Installed: 9/23/2011

Turned On: 9/23/2011

Last Billed: 5/25/2021

Turned Off: 5/14/2021

Written Off:

Current Bill

Bill Date: 5/25/2021

Due Date: 6/15/2021

Delinquent Date: 6/16/2021

Written Off Reversed:

Aged A/R Information

Date/Aging: 5/1/2023 Standard

Due On	Actual Amount
Current	\$0.00
31-60	\$0.00
61-90	\$0.00
90 Plus	\$252.38

View Detailed A/R Info

Account Service Items

Home > Account Records > Account

General Additional Info Contact Info Notes Bill History Transaction History User Defined Data

Transaction Date Range: All Records ☐ Show all records on one page

Double-click a transaction to view more information

Date	Entered By	Batch/Reference	Description	Status	Void	Affect A/R	Converted	Amount	Balance
5/25/2021	Emilye Guge	May Billing	Billing	Final Bill				\$170.79	\$252.38
5/17/2021	Haley Brown	05.17.21 Penalty Batch	Apply Penalty	Disconnect				\$7.12	\$81.59
4/22/2021	Kari Townsend	April Billing	Billing	Active				\$74.47	\$74.47
4/16/2021	Kari Townsend	20210416-KT-03	Receipt	Active				(\$88.68)	\$0.00
3/24/2021	Kari Townsend	March Billing	Billing	Active				\$88.68	\$88.68
3/16/2021	Kari Townsend	20210316-KT-05	Receipt	Active				(\$79.20)	\$0.00
2/23/2021	Kari Townsend	February Billing	Billing	Active				\$79.20	\$79.20
2/16/2021	Haley Brown	20210216-HB-01	Receipt	Active				(\$101.31)	\$0.00
1/22/2021	Kari Townsend	January Billing	Billing	Active				\$101.31	\$101.31
1/18/2021	Emilye Guge	20210118-HB-02	Receipt	Active				(\$91.84)	\$0.00
12/22/2020	Kari Townsend	December	Billing	Active				\$91.84	\$91.84
12/15/2020	Emilye Guge	20201215-EG-	Receipt	Active				(\$85.52)	\$0.00
11/23/2020	Kari Townsend	November Billing	Billing	Active				\$85.52	\$85.52
11/16/2020	Pat Mills	20201116-PM-01	Receipt	Active				(\$164.47)	\$0.00
10/23/2020	Kari Townsend	October Billing	Billing	Active				\$164.47	\$164.47
10/15/2020	Pat Mills	20201015-PM-05	Receipt	Active				(\$106.05)	\$0.00
9/24/2020	Kari Townsend	September	Billing	Active				\$106.05	\$106.05
9/14/2020	Haley Brown	20200914-HB-01	Receipt	Active				(\$96.58)	\$0.00