

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

June 13, 2023



Tim Neal, Mayor

ATTEST:



City Clerk

RESOLUTION 23-05-09-01

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

WHEREAS, the National Fitness Campaign offers grants to local jurisdictions to promote outdoor fitness and wellness to citizens across the United States; and,

WHEREAS, the City of Kingston desires to make a positive impact on our citizens health and overall well-being with multi-use fitness equipment; and,

WHEREAS, the City of Kingston has received an NFC grant in the amount of \$30,000 which requires a local match.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Kingston recommends the use of Fund Balance funds for the remaining balance of \$170,000 to be utilized by the Kingston Parks and Recreation Department for the fitness equipment installation; and

BE IT FURTHER RESOLVED, that the City of Kingston move forward with issuing the necessary Purchase Order of \$170,000.

ADOPTED, this 9 day of May, 2023.



Mayor Timothy Neal

Attest:



City Clerk



NOTICE TO SECRETARY OF STATE
OF RATIFICATION OF PRIVATE ACT

SECRETARY OF STATE
Division of Publications
312 Rosa L. Parks Avenue
Eighth Floor
William R. Snodgrass Tennessee Tower
Nashville, TN 37243

Private Chapter No. 2, which is House
(Senate or House)

Bill No. 1537 of the 113th General Assembly, (please choose one):

☒ Passed

☐ Failed

☐ No Action Taken

The vote took place on 05-09-2023, and the results were as follows:
Date (mm/dd/yyyy)

6 Votes For

0 Votes Against

0 Abstention

(please list number of votes)

Presiding Officer of the Local Legislative Body

Embossed Seal:
(if applicable)

City of Kingston
County or City

05/09/2023
Date (mm/dd/yyyy)

BK/PG: 1916/8-16

23003600

This instrument prepared by:
Ryan P. McNally, Attorney
Croley, Davidson & Huie, PLLC
1225 E. Weisgarber Road, Suite N-100
Knoxville, Tennessee 37929

9 PGS:AL-EASEMENT	
ANG BATCH: 191844	05/22/2023 - 03:00 PM
VALUE	50.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, ROANE COUNTY
SHARON BRACKETT
REGISTER OF DEEDS

ACCESS, PARKING AND SIGN EASEMENT AGREEMENT

THIS ACCESS, PARKING AND SIGN EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 9 day of May, 2023 by and between the City of Kingston, Tennessee, a Tennessee municipal corporation ("City of Kingston") and Matt C. Caldwell, Jr. and Celia F. Simon, Ellen Evans Kellogg and Amy Evans Rourke, being the heirs at law and successors in interest to Richard K. Evans ("Caldwell/Evans").

WITNESSETH:

WHEREAS, Matt C. Caldwell, Jr., also known as M. C. Caldwell, Jr., Richard K. Evans and William E. Lindsey acquired a certain tract or parcel of land located at 218 Third Street, Kingston, Roane County, Tennessee, by deed recorded in Deed Book F-21, page 817 in the Roane County Register of Deeds Office, and being described in Exhibit A attached hereto (the "Caldwell/Evans Property"); and

WHEREAS, William E. Lindsey filed bankruptcy and C. McRae Sharpe, Liquidating Trustee under the confirmed Plan of Liquidation, William Edwin Lindsey Bankruptcy Estate, conveyed his undivided interest in and to the Caldwell/Evans Property to Matt C. Caldwell by deed record in Book 1582, page 384 in the Roane County Register of Deeds Office; and

WHEREAS, Richard K. Evans died intestate on or about October 31, 2017 thereby leaving his wife, Celia F. Simon, and his children, Ellen Evans Kellogg and Amy Evans Rourke, as his sole heirs at law; and

WHEREAS, the City of Kingston is the owner of the public rights of way known as N. 3rd Street and E. Cumberland Avenue (the "City Streets") located adjacent to the Caldwell/Evans Property and as shown on Exhibit B attached hereto (the "Survey"); and

WHEREAS, the Survey depicts certain improvements appurtenant to the Caldwell/Evans Property, including parking spaces, curbing, parking island and driving lanes, within the public rights of way of the City Streets; and

WHEREAS, the Caldwell/Evans Property has utilized and maintained the appurtenant improvements for approximately 24 years; and

WHEREAS, the City of Kingston and Caldwell/Evans desire to memorialize the historic use of the appurtenant improvements and desire to create easements for the use thereof.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the City of Kingston grants and conveys for the benefit of the

Caldwell/Evans Property and all tenants, subtenants, successors and assigns of Caldwell/Evans, the following rights and easements:

- 1. An exclusive easement for the parking spaces and ingress, egress and use thereof encroaching from the Caldwell/Evans Property into the right of way of the City Streets, said parking spaces being shown on the Survey as the seven (7) parking spaces along the western boundary line and the eight (8) parking spaces along the southern boundary line of the Caldwell/Evans Property. Caldwell/Evans and its tenant have the right to erect signs designating such spaces for the exclusive use of the tenant.**
- 2. An exclusive parking easement for the parking spaces and ingress, egress and use thereof lying north of the public right of way of E. Cumberland Street, said parking spaces being shown on the Survey attached hereto as the nine (9) parking spaces lying south of the southern boundary of the Caldwell/Evans Property. Caldwell/Evans and its tenant have the right to erect signs designating such spaces for the exclusive use of the tenant.**
- 3. A non-exclusive parking easement for the parking spaces lying south of the public right of way of E. Cumberland Street, said parking spaces being shown on the Survey attached hereto as the ten (10) parking spaces lying on the opposite side of E. Cumberland Street.**
- 4. An easement to construct, operate, keep, maintain, repair and replace a sign appurtenant to the Caldwell/Evans property located on the "Island" as shown on the Survey and the reasonable right of access over the City's property for ingress and egress to install, gain access to, utilize, service, maintain and operate the sign and electric utility lines.**
- 5. An ingress and egress easement within E. Cumberland Street to back up a tractor trailer truck or other delivery vehicle to the docking site located at the southeastern corner of the existing block building as shown on the Survey, said easement being in the approximate location of the lines located within E. Cumberland St. and the southwest corner of the Caldwell/Evans Property as shown on the Survey.**

THE EASEMENTS ARE MADE SUBJECT TO THE FOLLOWING:

- 1. The City of Kingston shall be responsible for repaving and restriping the parking areas and spaces located within the rights of way of the Streets at its cost and expense; or in the alternative, reimburse Caldwell/Evans for its share of said repaving and restriping based upon the prorata square footage of the work performed.**
- 2. Caldwell/Evans shall be responsible for repaving and restriping the parking areas and spaces located on the Caldwell/Evans Property at its cost and expense.**
- 3. After the aforesaid repaving and restriping by the respective parties, Caldwell/Evans shall be responsible for maintenance and upkeep of parking spaces for its exclusive use described in paragraphs 1 and 2 above and the island as shown on the Survey.**

4. Caldwell/Evans and all tenants, subtenants, successors and assigns shall maintain liability insurance in the foregoing easements. Such insurance obligation may be satisfied by blanket or umbrella policies or a program of self-insurance, provided that any party electing to self-insure maintains a net worth of at least fifty million dollars (\$50,000,000.00).

5. In exercising any of the rights granted herein, the City of Kingston will not erect any obstruction in the easement areas or unreasonably interfere with the normal and contemplated use of the easements granted hereby for pedestrian and vehicular ingress and egress and parking and signage.

6. This Agreement and the easements created hereby shall be covenants running with the land and shall inure to the benefit of and be binding upon the City of Kingston and the owners of the Caldwell/Evans Property and their respective heirs, successors and assigns.

7. This Agreement may be amended or terminated only upon written agreement of the City of Kingston and Caldwell/Evans and their heirs, successors and assigns and the written consent of any tenant on the Caldwell/Evans Property.

8. For purposes of any notices under this Agreement, the address of the City of Kingston and Caldwell/Evans are as follows:

CITY OF KINGSTON
900 Waterford Place
Kingston, TN 37763

MATT C. CALDWELL, JR., CELIA F. SIMON, ELLEN EVANS KELLOGG and
AMY EVANS ROURKE
1000 Waterford Place
Kingston, TN 37763

With a copy to for as long as Dollar Tree or an affiliate operates a store on the Caldwell/Evans Property:

DOLLAR TREE
500 Volvo Parkway
Chesapeake, VA 23320

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

CITY OF KINGSTON, TENNESSEE

By: Timothy Neal

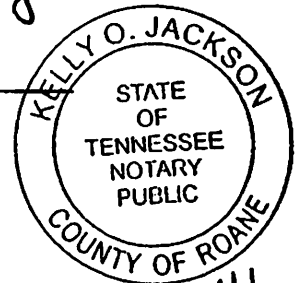
Its: Mayor

STATE OF TENNESSEE
COUNTY OF ROANE

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Timothy Neal, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged self to be the Mayor of the CITY OF KINGSTON, TENNESSEE, the within-named bargainor, a Tennessee municipal corporation, and that he, as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Kingston by himself as such Mayor.

WITNESS my hand and seal at office on this the 9 day of May, 2023.

Kelly O. Jackson
Notary Public



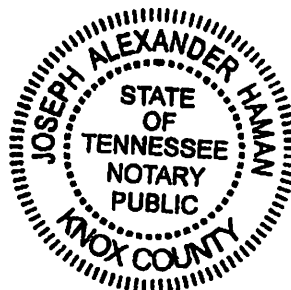
My Commission Expires:

April 26, 2027

My Commission Expires 4/26/2027

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is \$ 50.00 Affiant B. M. ...
Subscribed and sworn to before me this 22 day of May yr. 2023.

Notary Public Joseph A. ...
Commission Expires: 7-6-26



Matt C. Caldwell, Jr.
MATT C. CALDWELL, JR.

STATE OF TENNESSEE
COUNTY OF ROANE

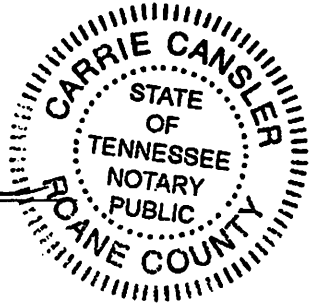
PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, MATT C. CALDWELL, JR., the within named bargainor with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this 12 day of May, 2023.

Carrie Cansler
Notary Public

My commission expires:
5-17-2023

Celia F. Simon
CELIA F. SIMON



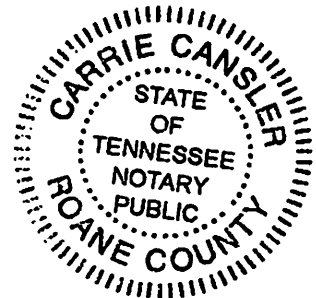
STATE OF TENNESSEE
COUNTY OF ROANE

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, CELIA F. SIMON, the within named bargainor with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this 12 day of May, 2023.

Carrie Cansler
Notary Public

My commission expires:
5-17-2023



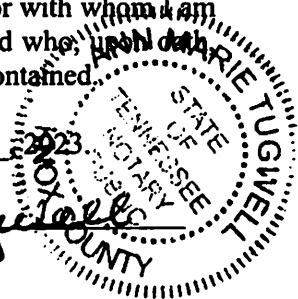
Ellen E. Kellogg
ELLEN EVANS KELLOGG

STATE OF TENNESSEE
COUNTY OF Knox

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, ELLEN EVANS KELLOGG, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this 15th day of May, 2023.

Amanda J. Tugwell
Notary Public



My commission expires:

1/5/2025

AMY EVANS ROURKE

STATE OF TENNESSEE
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, AMY EVANS ROURKE, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this ____ day of _____, 2023.

Notary Public

My commission expires:

ELLEN EVANS KELLOGG

STATE OF TENNESSEE
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, ELLEN EVANS KELLOGG, the within named bargainor with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this ____ day of _____, 2023.

Notary Public

My commission expires:

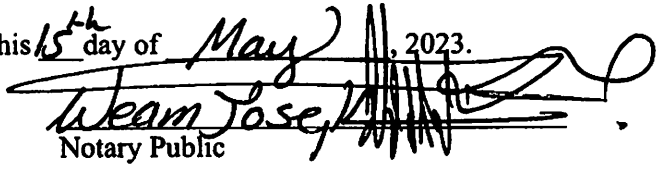


AMY EVANS ROURKE

STATE OF TENNESSEE
COUNTY OF Knox.

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, AMY EVANS ROURKE, the within named bargainor with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this 15th day of May, 2023.



Notary Public

My commission expires:

~~My Commission Expires~~ 8/31/2024

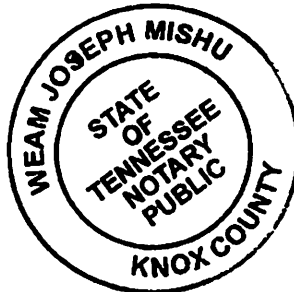


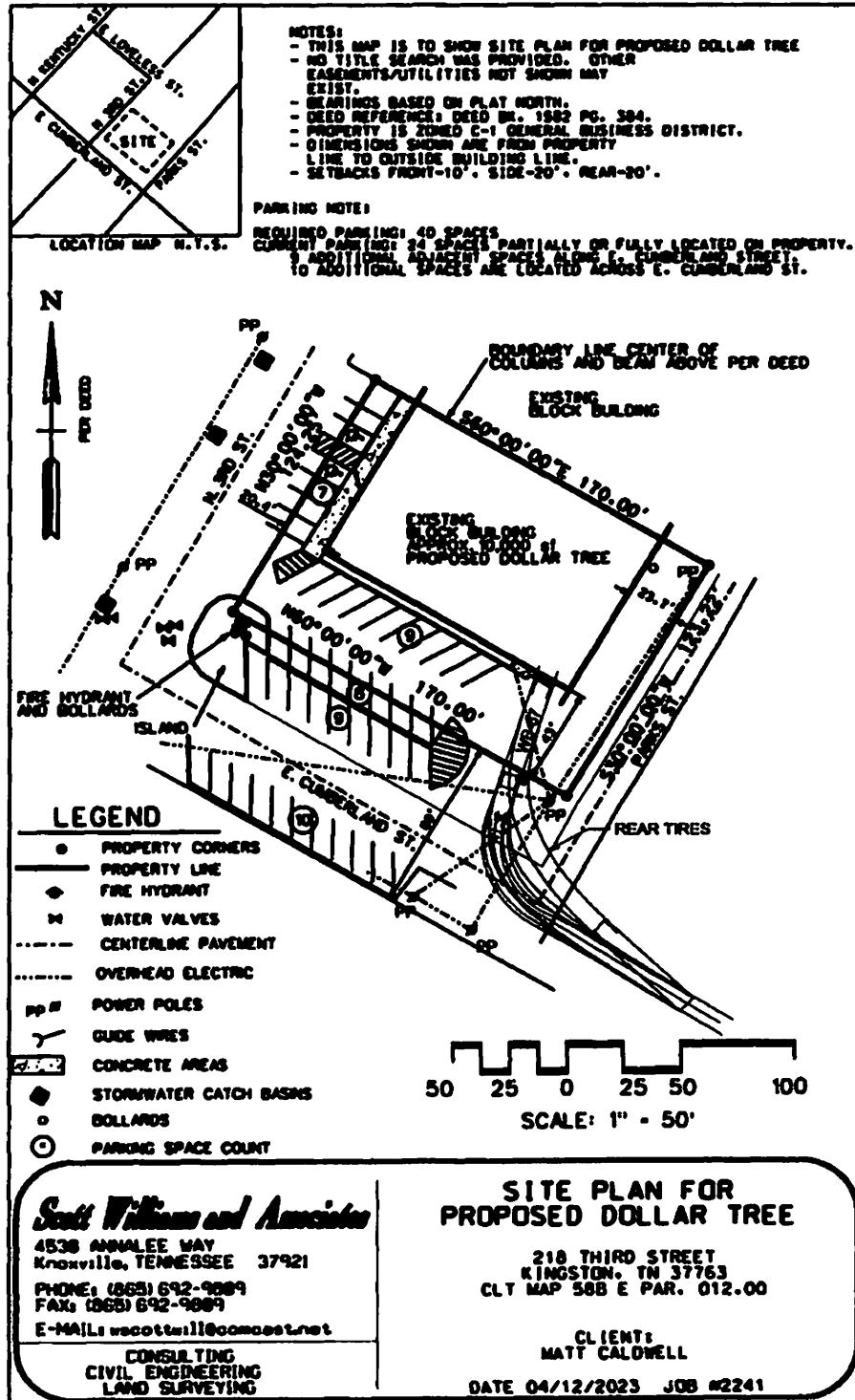
EXHIBIT A

LYING AND BEING in the Third (3rd) Civil District of Roane County, Tennessee, within the City of Kingston, on the Northeast corner of Cumberland Street and Third Street and being more particularly described as follows, to-wit:

BEGINNING on an iron pin in the City of Kingston on the Northeast corner of the Right of Way (ROW) of Cumberland Street and Third Street; thence along Third Street North 30 deg. 00 min. East a distance of 124.50 feet to an iron pin; thence leaving the ROW along the common line of Parcel 12 and parcel 6 of Map 58B, Group E, South 59 deg. 50 min. East a distance of 170.00 feet (severing a building at 20.feet to 150 feet) to an iron pin in the West ROW of Parks Street; thence along the ROW South 30 deg. 00 min. West a distance of 124.00 feet to an iron pin at the Northwest corner of the ROW of Parks Street and Cumberland Street; thence along the ROW of Cumberland Street North 60 deg. 00 min. West a distance of 170.00 feet to the point of beginning, containing 0.48 acres more or less, and containing approximately 9950 sq. feet of a building occupying a portion of Parcel 6 and Parcel 12. All in accordance with survey by Randy L. Denton, Tennessee RLS No. 1152, dated January 8, 1999.

FOR SOURCE OF TITLE see Deed Book F-21, page 817 and Book 1582, page 384, both in the Roane County Register of Deeds Office.

EXHIBIT B





Oath of Office

I, Thomas R. Guinn, do solemnly swear
that I will honestly and faithfully
discharge the duties of City Councilman
for the City of Kingston without
partiality, favor or affection

Thomas R. Guinn

5-10-2023

Date

Kelly Jackson
City Clerk/Notary

5-10-2023

Date

