

**KINGSTON CITY COUNCIL PUBLIC HEARING**  
**TUESDAY, JUNE 13, 2023 – 5:45 P.M.**  
**KINGSTON CITY HALL**

The Kingston City Council held a Public Hearing on Tuesday, June 13, 2023 at 5:45 p.m. Mayor Neal called the Hearing to Order. City Council Members present include Council Member Philip Bredwell (5:53), Council Member Randy Childs, Council Member Tommy Guinn, Council Member Lucy Johnson, Council Member Stephanie Wright and Mayor Tim Neal. Staff present: City Manager David Bolling (5:55PM), City Clerk Kelly Jackson, Finance Director Michelle Kelley, City Attorney Andrew Thompson and Utility Director Kevin Hamilton. Others present include BBB Communications staff Dudley Evans (5:55PM), Allen Lutz, Ben Whitson and Gerald Smith

The hearing was for the purpose of:

Consideration 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.

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

Mayor Neal made three announcements inquiring if anyone wished to address Council regarding the above-listed Ordinances. Mayor Neal adjourned the Public Hearing at 6:00 P.M. after seeing there was no one present that wished to address Council regarding these ordinances.

**Public Hearing**

TUESDAY, JUNE 13, 2023

Ordinance 23-05-09-01 & 23-05-09-02 (5:45pm-6:00pm)

**SIGN IN SHEET**

**PLEASE PRINT NAME/ADDRESS**

NAME	ADDRESS
Allen Lutz	1209 N. Kentucky St. Kingston, TN 37763
Ben Whitson	157 Grafton Rd Crown Pt, TN 37655
Gerald Smith	530 North Third St. Kingston

**REGULAR MEETING KINGSTON CITY COUNCIL**  
**TUESDAY, JUNE 13, 2023 – 6:00 P.M.**  
**KINGSTON CITY HALL**

The Kingston City Council met in regular session on Tuesday, June 13, 2023 at 6:00 P.M. Mayor Tim Neal called the meeting to order. Council Member Tommy Guinn gave the Invocation and Council Member Randy Childs led the pledge. Upon roll call the following members were present: Council Member Philip Bredwell, Council Member Randy Childs, Council Member Tommy Guinn, Council Member Lucy Johnson, Council Member Stephanie Wright, and Mayor Tim Neal. Staff present: City Manager David Bolling, City Clerk Kelly Jackson, Finance Director Michelle

Kelley, City Attorney Andrew Thompson and Utility Director Kevin Hamilton. Vice-Mayor Tony Brown was absent.

### **APPROVAL OF PREVIOUS MINUTES**

A motion was made by Member Childs, second by Member Bredwell to waive the reading and approve as written the minutes of Regular Work Session on May 2, 2023, Special Called Work Session on May 5, 2023, and the Regular Meeting on May 9, 2023.

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

### **CITIZEN COMMENTS/PERSONS TO APPEAR/PROCLAMATIONS**

- Allen Lutz (Roane Alliance) provided council with a packet of recent and upcoming events.
- Dudley Evans (BBB Communications) invited everyone to a Grand Ole Opry event at the Princess Theater on June 30<sup>th</sup>.

### **REPORTS-MAYOR AND COUNCIL-**

- Member Bredwell-Nothing additional to report.
- Member Brown-Absent
- Member Childs-Nothing additional to report.
- Member Johnson-Nothing additional to report.
- Member Stockton-Nothing additional to report.
- Member Wright-Nothing additional to report.
- Mayor Neal- Nothing additional to report.

### **REPORTS-CITY MANAGER'S REPORT**

- Reminded council of the TVA Open House at the Kingston Community Center on June 14<sup>th</sup> at 6:30PM regarding the future of TVA.
- Announced the STP project utility coordination period will expire this week so a report will be sent to TDOT who should issue a notice to proceed.
- Advised that the roofing projects at Fort Southwest Point and Fire Station 1 are both complete. Other improvements are underway at both facilities.
- Advised that the Fort Visitor Center is once again staffed and will re-open on Tuesday June 20<sup>th</sup> with the operating hours of Tuesday-Saturday 10am-4:30pm
- The 2023 Smokin' the Water event plans are finalized with a larger footprint this year. The music will be moved to the Amphitheater and activities planned at 58 landing and the community center in addition to the gravel pit and city park. A shuttle van will be utilized between the sites.

### **ADDITION OF ITEMS TO THE MEETING AGENDA RECEIVED AFTER CLOSE OF AGENDA DEADLINE (BY UNANIMOUS CONSENT OF ALL MEMBERS PRESENT. - NONE**

### **UNFINISHED BUSINESS:**

**A. Consideration of the second and final reading of Ordinance 23-5-09-01, 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 Guinn to approve the second and final reading of Ordinance 23-5-09-01, 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

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

**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.**

A motion was made by Member Johnson, second by Member Bredwell to approve 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.

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

**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.**

A motion was made by Member Childs, second by Member Guinn to approve 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.

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

**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.**

A motion was made by Member Childs, second by Member Bredwell to approve 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.

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

**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.**

A motion was made by Member Guinn, second by Member Childs to approve 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.

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

**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**

A motion was made by Member Wright, second by Member Johnson to approve 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.

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

**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.**

A motion was made by Member Wright, second by Member Johnson to adopt 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.

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

**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.**

A motion was made by Member Wright, second by Member Guinn to adopt Resolution 23-06-13-02, a resolution authorizing the City of Kingston to participate in the Public Entity Partners property conservation matching grant program.

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

**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.**

A motion was made by Member Wright, second by Member Childs to adopt Resolution 23-06-13-03, a resolution authorizing the City of Kingston to participate in the Public Entity Partners safety partners matching grant program.

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

**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.**

A motion was made by Member Guinn, second by Member Bredwell 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.

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

**F. Consideration to authorize the Mayor to execute an interlocal cooperation agreement between Roane County and the City of Kingston for planning services.**

A motion was made by Member Wright, second by Member Johnson to authorize the Mayor to execute an interlocal cooperation agreement between Roane County and the City of Kingston for planning services.

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

**G. Consideration of a request to close Court Street and portions of Cumberland and 3<sup>rd</sup> Streets on July 1<sup>st</sup> for a car show.**

A motion was made by Member Guinn, second by Member Childs to approve the request to close Court Street and portions of Cumberland and 3rd Streets on July 1st for a car show.


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

**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.**

A motion was made by Member Guinn, second by Member Bredwell 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

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

Mayor Neal adjourned the meeting at 6:22 pm

APPROVED July 11, 2023  
  
\_\_\_\_\_  
Tim Neal, Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk



## Public Hearing

**TUESDAY, JUNE 13, 2023**

**Ordinance 23-05-09-01 & 23-05-09-02 (5:45pm-6:00pm)**

# SIGN IN SHEET

PLEASE PRINT NAME/ADDRESS

NAME

ADDRESS

[illegible]

**ORDINANCE No. 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**

- 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
<b>Cash Receipts</b>				
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
<b>Total Cash Receipts</b>		<b>\$ 12,143,490</b>	<b>\$ 6,724,630</b>	<b>\$ 6,695,475</b>
<b>Appropriations</b>				
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
<b>Total Appropriations</b>		<b>\$ 10,032,659</b>	<b>\$ 6,310,893</b>	<b>\$ 6,695,475</b>
<b>Change in Cash (Receipts - Appropriations)</b>		<b>2,110,831</b>	<b>413,737</b>	<b>(0)</b>
<b>Beginning Cash Balance July 1</b>		<b>3,336,149</b>	<b>5,446,980</b>	<b>5,860,717</b>
<b>Ending Cash Balance June 30</b>		<b>\$ 5,446,980</b>	<b>\$ 5,860,717</b>	<b>\$ 5,860,717</b>
<b>Ending Cash as a % of Total Cash Payments/Approp.</b>		<b>54.3%</b>	<b>92.9%</b>	<b>87.5%</b>



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

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

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.

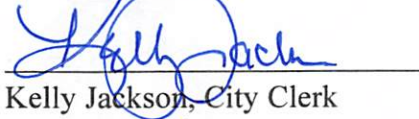
Passed 1<sup>st</sup> Reading: May 9, 2023

Passed 2<sup>nd</sup> Reading: June 13, 2023

A handwritten signature in blue ink, appearing to read "Timothy Neal", written over a horizontal line.

Tim Neal, Mayor

ATTESTED:

A handwritten signature in blue ink, appearing to read "Kelly Jackson", written over a horizontal line.

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
<b>Cash Receipts</b>				
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
<b>Total Cash Receipts</b>		<b>\$ 4,117,430</b>	<b>\$ 3,258,746</b>	<b>\$ 4,305,000</b>
<b>Appropriations</b>				
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
<b>Total Appropriations</b>		<b>\$ 3,673,263</b>	<b>\$ 3,323,988</b>	<b>\$ 4,305,000</b>
<b>Change in Cash (Receipts - Approp.)</b>		<b>444,168</b>	<b>(65,242)</b>	<b>0</b>
<b>Beginning Cash Balance July 1</b>		<b>401,981</b>	<b>846,149</b>	<b>780,907</b>
<b>Ending Cash Balance June 30</b>		<b>\$ 846,149</b>	<b>\$ 780,907</b>	<b>\$ 780,907</b>
<b>Ending Cash as a % of Total Cash Appr.</b>		<b>23.0%</b>	<b>23.5%</b>	<b>18.1%</b>

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

<b>Fund</b>	<b>Balance at June 30, 2023</b>
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:

<b>Bonded or Other Indebtedness</b>	<b>Debt Authorized and Unissued</b>	<b>Principal Outstanding at June 30, 2023</b>	<b>FY 2024 Principal Payment</b>	<b>FY 2024 Interest Payment</b>
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 1<sup>st</sup> Reading: May 9, 2023

Passed 2<sup>nd</sup> Reading: June 13, 2023

  
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 1<sup>st</sup> Reading May 9, 2023

Passed 2<sup>nd</sup> Reading June 13, 2023



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.

  
\_\_\_\_\_  
Kelly Jackson  
City Clerk

  
\_\_\_\_\_  
Tim Neal  
Mayor

Passed 1<sup>st</sup> Reading May 9, 2023

Passed 2<sup>nd</sup> Reading June 13, 2023

## 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,

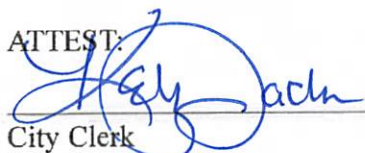
WHEREAS, the City Council of the City of Kingston believes that it would be in the best interest of the City of Kingston to increase this amount to \$25,000

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: June 13, 2023

# 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

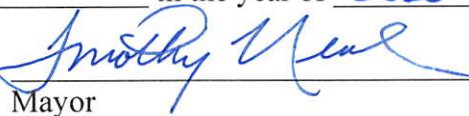
WHEREAS, the City of Kingston now seeks to participate in this important program.

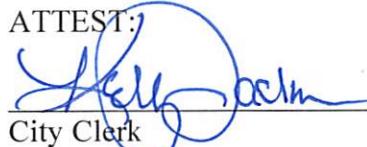
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KINGSTON, TENNESSEE the following:

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 13 day of June in the year of 2023.

  
\_\_\_\_\_  
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 13 day of June in the year of 2023.

  
\_\_\_\_\_  
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 13 day of June in the year of 2023.

  
\_\_\_\_\_  
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](mailto:Michelle.Kelley@kingstontn.gov)  
Telephone # 865-376-6584  
FAX # 865-376-2325

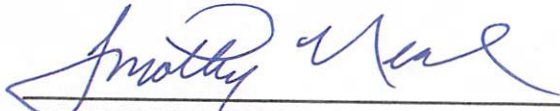
All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- 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

6-13-2023

DATE

Timothy Neal - Mayor

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY



CONTRACTOR ATTORNEY SIGNATURE

06-14-2023

DATE

Andrew Thompson, City Attorney of Kingston, TN

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:

<b>Activity</b>	<b>Maintenance Work Type</b>	<b>Unit Of Measure</b>
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 Boundry 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 Luthern Church (Lt.)	1G	No	14.06	14.98	0.92	4857.6	94		0	50734.93
SR058	Gallaher Road	BEGIN	Tennessee River	1C	No	11.7	12.9	1.2	6336	36		0	25344.00
SR058	Gallaher Road	CHANGE	Bethel Pres. Church (Lt.)	1D	No	12.9	13.6	0.7	3696	66		0	27104.00
SR058	Gallaher Road	CHANGE	Harvey Street (Rt.)	1D	No	13.6	14	0.4	2112	150		0	35200.00
SR058	Gallaher 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
Total Length (mi.):								9.020	Total Roadway Surface:				
									319077				

**INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre: \$ 50.00  
Calculated Maximum Reimbursement (Mowing): \$ 1,750.00

<b>Mowing Inventory Worksheet</b>								
<b>Route Number</b>	<b>Roadway Type</b>	<b>Begin Termini (LM)</b>	<b>End Termini(LM)</b>	<b>Median Area (acres)</b>	<b>Controlled Access Area (acres)</b>	<b>Segment Total Area (acres)</b>	<b>Number of Mowing Cycles</b>	<b>Contract Segment Total Area (acres)</b>
SR001	1G	LM 14.01	LM 14.98	5.82	0	5.82	6	34.92
<b>Total Contract Area (acres):</b>								<b>35</b>

**INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Approved Maximum Reimbursement Per Lane Mile (Litter)                      \$60.00  
Calculated Maximum Reimbursement (Litter): \$                      698.40

<b>Litter Inventory Worksheet</b>										
<b>Route Number</b>	<b>Roadway Type</b>	<b>Beginning Termini (LM)</b>	<b>Ending Termini (LM)</b>	<b>Segment Length (mi.)</b>	<b>Litter Pass Miles Per Segment</b>	<b>Segment Total Litter (mi.)</b>	<b>Price per Litter Mile</b>	<b>Number of Litter Cycles</b>	<b>Contract Segment Total Litter (mi.)</b>	<b>Contract Segment Total Litter (\$)</b>
SR001	1G	LM 14.01	LM 14.98	0.97	1	0.97	\$ 60.00	12	11.64	698.4
<b>Total Contract Litter (mi.):</b>									<b>11.64</b>	<b>\$ 698.40</b>

# CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

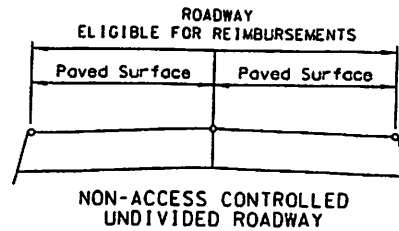


FIGURE 1A

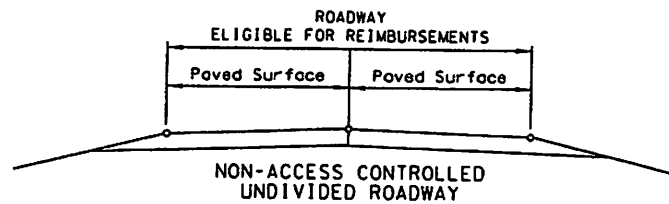


FIGURE 1B

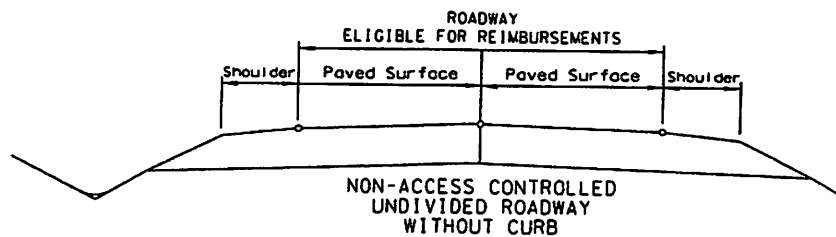


FIGURE 1C

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

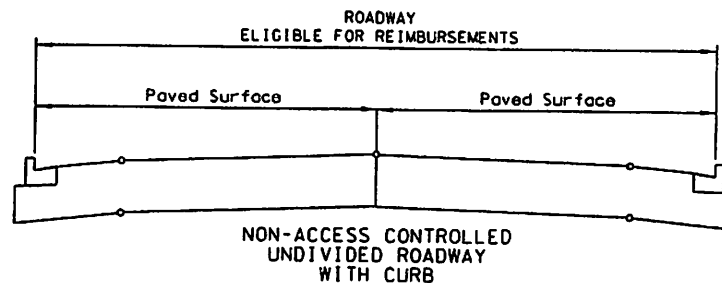


FIGURE 1D

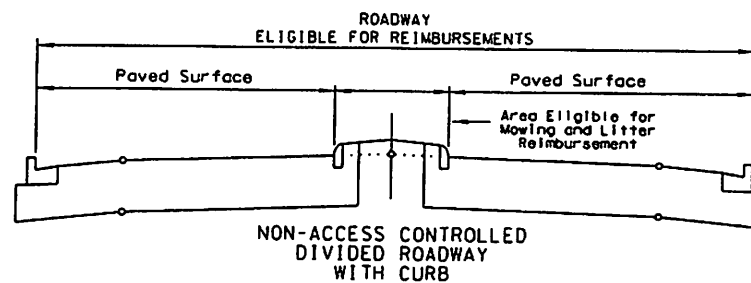


FIGURE 1E



CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

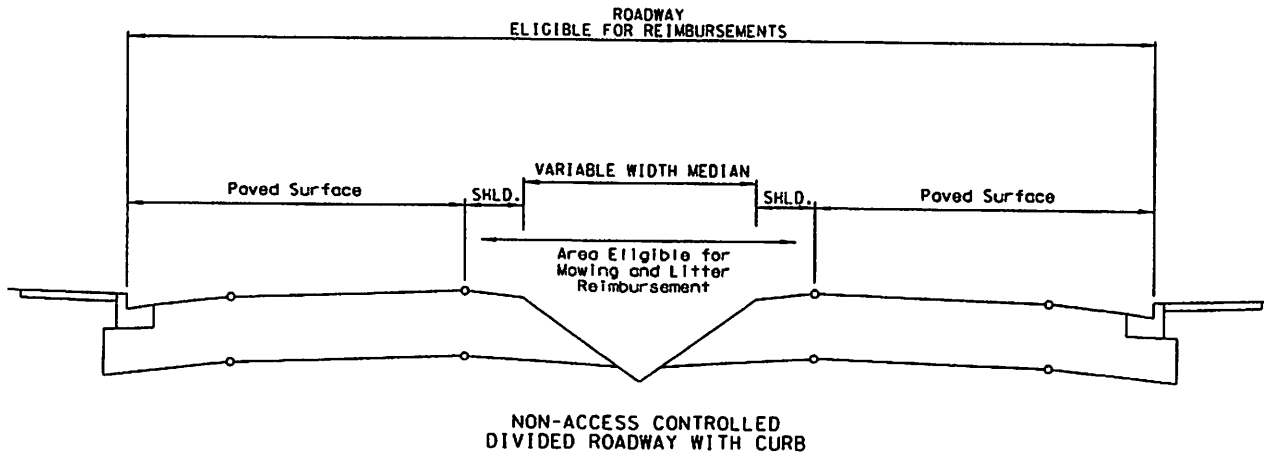


FIGURE 1F

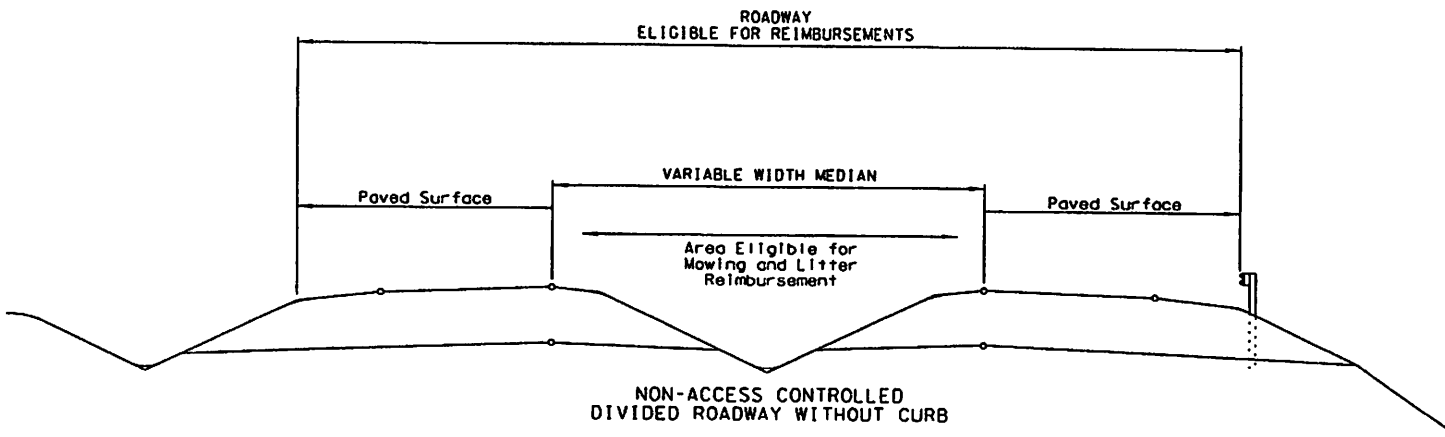


FIGURE 1G

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

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

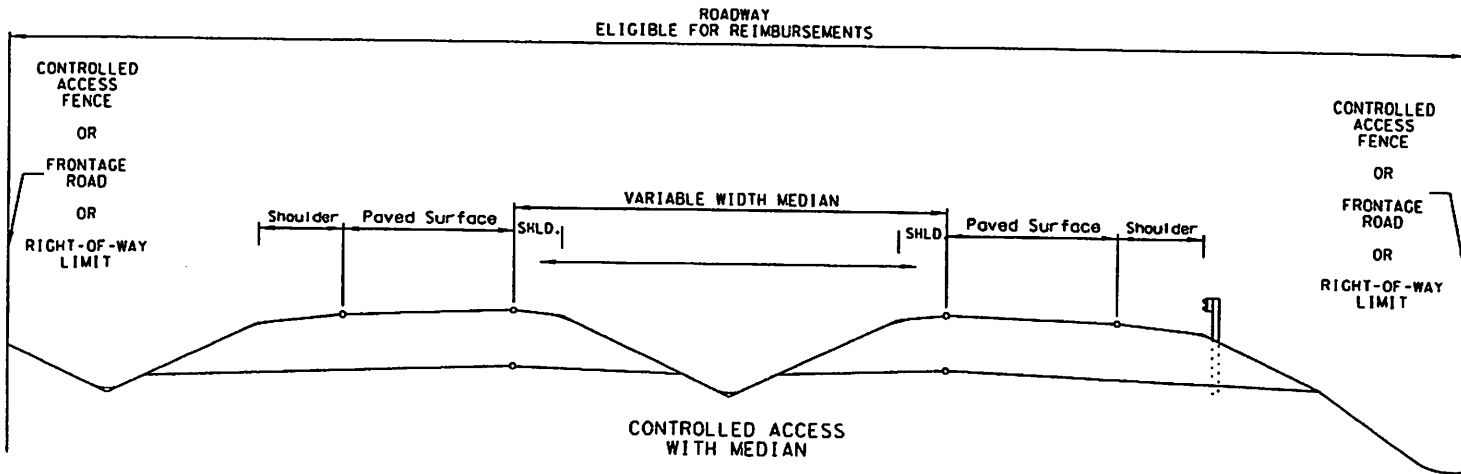


FIGURE 2A

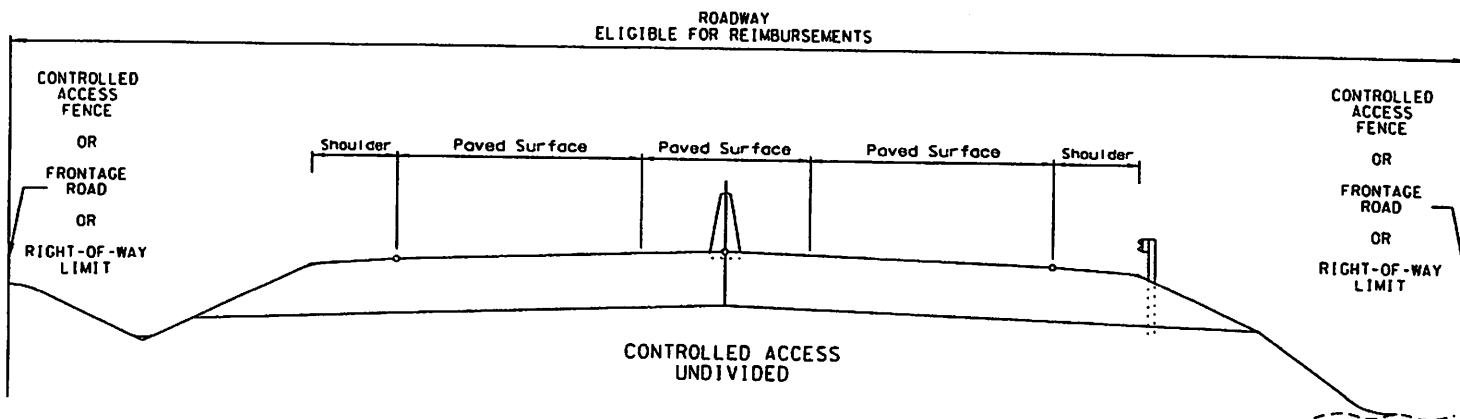


FIGURE 2B

**"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	DAGLINES 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**

<b>Job Title Classification</b>	<b>Low Rate</b>	<b>High Rate</b>

## 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: June 13, 2023