



KINGSTON CITY COUNCIL

Tuesday August 8, 2023

Public Hearing

5:45 P.M.

Ordinance 23-07-11-01

**Amending the zoning map of the City of Kingston, Tennessee by rezoning property from
R-2 residential district to C-2 highway business district
(Roane County tax map 058K, Group G, Parcel 013.00)**

Regular Meeting

6:00 P.M.

A G E N D A

- 1. Call to Order**
- 2. Invocation and Pledge**
- 3. Roll Call**
- 4. Approval of Previous Minutes**
- 5. Citizens Comments/Persons to Appear/Proclamations**
 - A. None
- 6. Reports**
 - A. Mayor and Council
 - B. City Manager's Report
- 7. Addition of items to the meeting agenda received after close of agenda deadline (By unanimous consent of all members present)**
- 8. Unfinished Business**
 - A. Consideration of the second and final reading of 23-07-11-01, an ordinance amending the zoning map of the City of Kingston, Tennessee by rezoning property from R-2 residential district to C-2 highway business district (Roane County tax map 058K, Group G, Parcel 013.00)
- 9. New Business**
 - A. Consideration of Resolution 23-08-08-01, a resolution authorizing continuous records disposition based upon current records retention schedules
 - B. Consideration to authorize the Mayor to enter in to an agreement with Rockwood Electric Utility for the replacement of lights at Exit 352 in an amount not to exceed \$150,000
 - C. Consideration to authorize the placement of a Safe Haven Baby Box at fire station 1

**ALL CITY OF KINGSTON MEETINGS ARE OPEN TO THE PUBLIC. THIS MEETING WILL
ALSO BE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND POSTED TO
YOUTUBE AND OUR FACEBOOK PAGE.**

KINGSTON CITY COUNCIL PUBLIC HEARING
TUESDAY, JULY 11, 2023 – 5:45 P.M.
KINGSTON CITY HALL

The Kingston City Council held a Public Hearing on Tuesday, July 11, 2023 at 5:45 p.m. Mayor Neal called the Hearing to Order. City Council Members present include Council Member Philip Bredwell (5:48PM), Vice-Mayor Tony Brown, 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 (5:48PM), 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), Kelli Smith, Beverly Heilman, Nancy Hamilton (5:58PM), and Members of the Youth Leadership

The hearing was for the purpose of:

Consideration 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

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

REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, JULY 11, 2023 – 6:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in regular session on Tuesday, July 11, 2023 at 6:00 P.M. Mayor Tim Neal called the meeting to order. Vice-Mayor 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 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.

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 June 6, 2023, and the Regular Meeting on June 13, 2023.

The motion passed with a unanimous roll call vote. 7 Ayes.

CITIZEN COMMENTS/PERSONS TO APPEAR/PROCLAMATIONS

- Nancy Hamilton (Roane County School Board Member) addressed council and informed that school will start on August 3, 2023; the County Commission passed the budget which included a 7% raise for teachers; announced administrative changes at the Kingston schools. Council Member Wright advised of a PILOT program for teachers. Vice-Mayor Brown requested that Ms. Hamilton check to see what could be done about traffic flow in the KES parking lot to alleviate congestion when the new market opens.

REPORTS-MAYOR AND COUNCIL-

- Member Bredwell-Commended everyone on the 4th of July event and reported that the car show on July 1st was successful with approximately 105 cars.
- Member Brown-Commended everyone on the 4th of July event; gave status updates on Baseball tournaments; and informed everyone of the passing of Stacy Carter at RCE-911
- Member Childs-Commended everyone on the 4th of July event and reported some recent storms and REU's response to the storms
- Member Guinn-Commended everyone on the 4th of July event.
- Member Johnson-Reported on recent and upcoming events at the Library and the increase of patrons; announced the Library Board voted to create a new Expansion Fund to address future needs to accommodate the growing and changing needs of the community. Future discussions about staffing and funding are forthcoming.
- Member Wright-Commended everyone on the 4th of July event and announced a proposed development on Lawnville Road.
- Mayor Neal- Commended everyone on the 4th of July event.

REPORTS-CITY MANAGER'S REPORT

- Thanked Council for their kind words and support of the Smokin' the Water event
- I-40 Lighting project is still being discussed
- The ARC, BUILD and STP projects are still in a holding pattern
- Announced a Capital Improvement Grant for Southwest Point will be applied for to complete the palisade wall at the Fort. This is a 100% grant.
- The Parking Lot at City Hall is scheduled to be resurfaced/restriped on August 5th and 6th
- The Fire Hall Station 1 renovations are almost complete and Chief Gordon will have an open house once completed.
- Commended KPD on speed enforcement which resulted in a 30% decrease in traffic crashes.

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 23-06-13-01, 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 Guinn to approve the second and final 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 to amend was made by Vice-Mayor Brown, second by Member Wright to approve the amendment in Title 8 to change the distance requirement from 300' back to 250'

The motion to amend passed with a unanimous roll call vote. 7 Ayes.

The original motion to approve the second and final 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. (as amended) passed with a unanimous roll call vote. 7 Ayes.

NEW BUSINESS:

A. Consideration of the first reading of Ordinance 23-07-11-01, an ordinance amending the zoning map of the City of Kingston, Tennessee by rezoning property from R-2 residential district to C-2 highway business district (Roane County tax map 058K, Group G, Parcel 013.00)

A motion was made by Member Wright, second by Member Johnson to approve the first reading of Ordinance 23-07-11-01, an ordinance amending the zoning map of the City of Kingston, Tennessee by rezoning property from R-2 residential district to C-2 highway business district (Roane County tax map 058K, Group G, Parcel 013.00)

The motion passed with a unanimous roll call vote. 7 Ayes.

B. Consideration of Resolution 23-07-11-01, a resolution authorizing application for the U.S. Fish and Wildlife Service Boating Infrastructure Grant and committing the required matching funds

A motion was made by Member Wright, second by Member Childs to adopt Resolution 23-07-11-01, a resolution authorizing application for the U.S. Fish and Wildlife Service Boating Infrastructure Grant and committing the required matching funds

The motion passed with a unanimous roll call vote. 7 Ayes.

C. Consideration to approve the dispatch agreement with Roane County Emergency Communications District for FY 2023 – 2024 in the amount of \$89,442

A motion was made by Member Guinn, second by Vice-Mayor Brown to approve the dispatch agreement with Roane County Emergency Communications District for FY 2023 – 2024 in the amount of \$89,442

The motion passed with a unanimous roll call vote. 7 Ayes.

D. Consideration to appoint Sue Collins to the Parks and Recreation Commission to a four-year term, expiring June 30, 2027.

A motion was made by Vice-Mayor Brown, second by Member Bredwell to appoint Sue Collins to the Parks and Recreation Commission to a four-year term, expiring June 30, 2027

The motion passed with a unanimous roll call vote. 7 Ayes.

E. Consideration to approve requests to surplus city property

A motion was made by Member Childs, second by Member Guinn to approve requests to surplus city property

The motion passed with a unanimous roll call vote. 7 Ayes

Mayor Neal adjourned the meeting at 6:25 pm

APPROVED _____

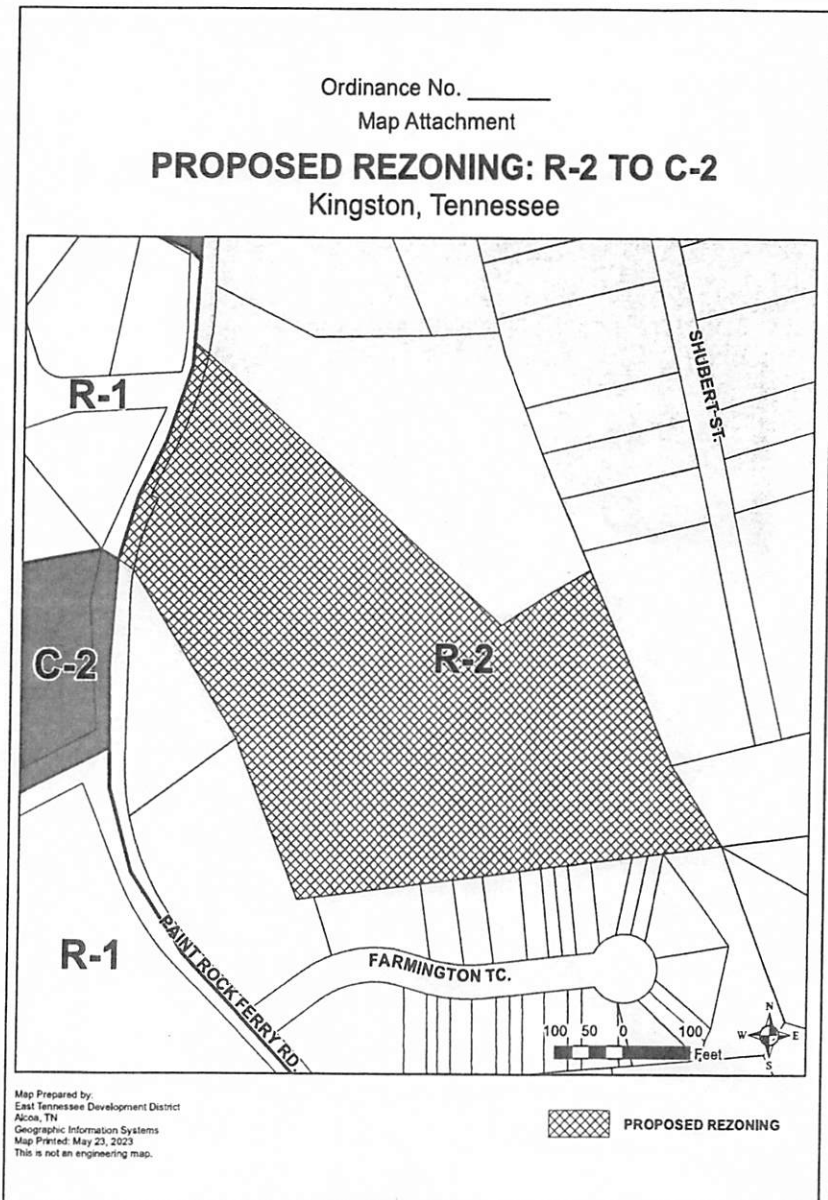
Tim Neal, Mayor

ATTEST:

City Clerk

NOTICE OF PUBLIC HEARING CITY OF KINGSTON, TENNESSEE PROPOSED ORDINANCE TO REZONE PROPERTY

The Kingston City Council will hold a public hearing at 5:45 p.m. on Tuesday, August 8, 2023 at the second floor of the Kingston City Office Building, 900 Waterford Place. The purpose of the hearing will be to receive comments from the public regarding proposed Ordinance 23-07-11-01, which if adopted, will rezone one lot located on Paint Rock Ferry Road - (Roane County tax map 058K, Group C, Parcel 013.00) from R-2, Residential District to C-2, Highway Business District. Three copies of the proposed ordinance are available for public inspection at the office of the City Manager, second floor of the Kingston City Office Building.



ORDINANCE NO. 23-07-11-01

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF KINGSTON, TENNESSEE BY REZONING PROPERTY FROM R-2, RESIDENTIAL DISTRICT TO C-2, HIGHWAY BUSINESS DISTRICT, ROANE COUNTY TAX MAP 058K, GROUP G, PARCEL 013.00

WHEREAS, the City Council of the City of Kingston, in accordance with Sections 13-7-203 and 13-7-204 of the Tennessee Code Annotated, may amend the zoning ordinance and zoning map; and,

WHEREAS, on June 20, 2023, the Kingston Municipal Planning Commission recommended that the zoning map be amended by rezoning the property described below from R-2, residential district to C-2, highway business district.

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

Section 1. The Zoning Map of the City of Kingston is hereby amended by rezoning Tax Map 058K, Group G, Parcel 013.00, as shown on the attached map, from R-2, Residential District to C-2, Highway Business District.

Section 2. This ordinance shall take effect upon final passage, the public welfare requiring it.

Passed on first reading: July 11, 2023

Passed on second reading: _____, 2023

Public hearing held: _____, 2023

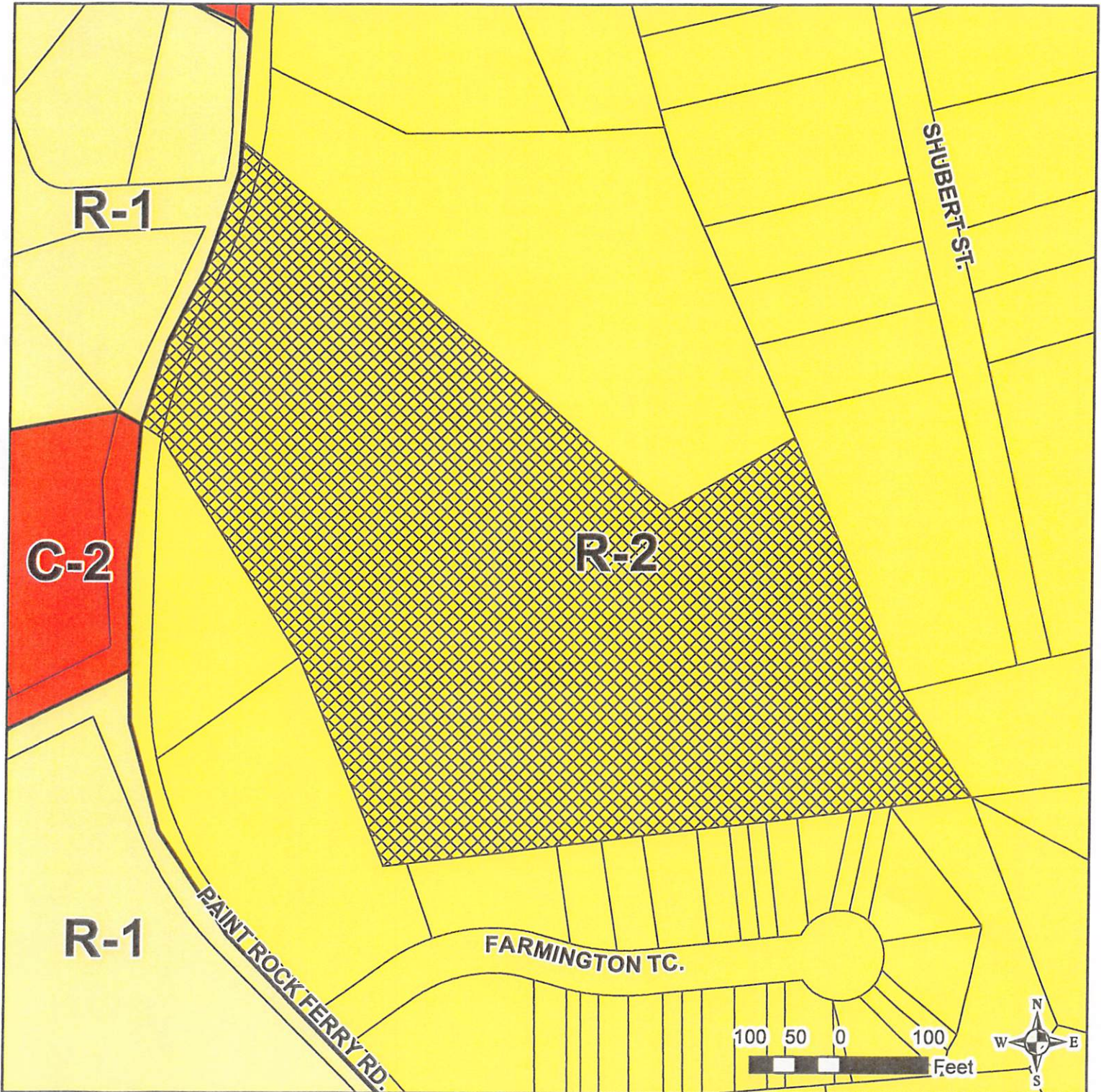
Mayor

ATTEST:

City Clerk

PROPOSED REZONING: R-2 TO C-2

Kingston, Tennessee



RESOLUTION 23-08-08-01

A RESOLUTION AUTHORIZING CONTINUOUS RECORDS DISPOSITION BASED UPON CURRENT RECORDS RETENTION SCHEDULES

WHEREAS, pursuant to Tennessee Code Annotated Title 10 Chapter 7 which defines Public Records and Retention schedules and,

WHEREAS, the City of Kingston adopted the records retention schedule as set forth by Municipal Technical Advisory Service and,

WHEREAS, the City of Kingston desires the authorization to destroy applicable records in accordance with the MTAS retention schedule on a continual basis in accordance with the current schedule.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Kingston, authorizes continuous records disposition based upon current MTAS records retention schedules.

ADOPTED, this 8th day of August, 2023.

Mayor Timothy Neal

Attest:

City Clerk



Rockwood Electric Utility
Rockwood, Tennessee 37854

July 28, 2023

City of Kingston
Attn: David Bolling; City Manager
900 Waterford Place
Kingston, TN 37763

Dear David,

Per your request I have attached a proposal from Rockwood Electric Utility to facilitate the conversion of existing lighting fixtures along I-40 Exit 352 in Kingston, TN to new LED fixtures (See attached submittal).

I would want to do one last physical count and confirm all the quantities (i.e., fixtures, poles, etc.) before we placed any orders. Since I'm not sure we can commit our crews to working on the project without getting interrupted by trouble and/or other service work, I'm using the budgetary number from Progression Electric for the lighting change out. He is willing to help with this project and since he has looked at the locations more recently than we have, engaging them similar to what we did with the athletic field lighting at Southwest Point makes sense.

If the City of Kingston decides to move ahead with this approach, I would like to get my Board's approval like we did for Southwest Point. If you add a 10% or 15% contingency as appropriate, I'm at a not-to-exceed price in round numbers of **\$140,000.00**, which I'm pretty comfortable with. That number does not include replacing the one pole at the east bound on-ramp. The base appears to be intact but there may be other problems. That number should be enough to cover a few of the wiring problems we know of and it might even be enough to purchase an additional fixture or two for your inventory. I trust you and Randy to use your discretion if you want to go a little higher to keep from having to go back to council unnecessarily. Either way, I would still want to get my Board's approval.

If you need additional information, please let me know.

Sincerely yours,

A handwritten signature in black ink that reads "Kendall". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kendall Bear, P.E.
General Manager

cc: Larry Brackett
Jason Jolly

**Rockwood Electric Utility Proposal
I-40 Exit 352 Lighting Retrofit
Kingston, TN
July 28, 2023**

1. Purchase sixty (60) new LED fixtures as follows:

Holophane Catalog No. MGLEDM P4 40K MVOLT MG VH GRSD NL PR7 (See attached submittal).

Mongoose® LED Medium (MGLEDM): Mongoose® LED Medium, 25,800 lumens, 4,000K CCT, Autosensing voltage (120 thru 277), Medium roadway with refractor, Vertical tenon/horizontal arm, Vitraccoat SDCR gray, NEMA label, 7 pin NEMA photocontrol receptacle

Cost: **\$945.00 each**. Estimated lead time is 3-4 weeks from receipt of order. Delivery to the City of Kingston at a single location; offloading by others. (Note: The quantity of fixtures needed and potential spares for inventory need to be confirmed prior to placing an order.)

2. Labor to remove existing roadway fixtures and install new LED fixtures at all locations along I-40 east & west bound off/on ramps at Exit 352 in Kingston, TN. Clean and remake all connections at the bases of poles & pedestals. After talking with Progression Electric, I'm using a budgetary number of **\$60,000.00**.
3. Repair/replace damaged pedestals and clean connections by REU is estimated at **\$5,000**. We believe there are a total of six (6) locations.
4. Traffic control as required by City of Kingston.
5. No performance bonds or letters of credit required. TDOT permitting only required.

Totals:

Sixty (60) new LED Fixtures:	\$56,700.00 (confirm quantity)
Labor, material, overhead, etc. to replace 60 fixtures; clean, and remake connections	\$60,000.00
Repair/replace damaged pedestals (REU)	\$5,000.00
Total	\$121,700.00

Catalog Number	
Notes	Type

MGLEDM

Mongoose Medium LED



The Mongoose Medium LED offset roadway and area lighting product provides significant energy and maintenance savings vs. HID luminaires. It offers the ultimate in application flexibility with a uniquely designed advanced optical system and attractive appearance. This combined with multiple lighting distributions, mounting options and the ability to tilt the fixture offers unequalled performance in a diverse set of applications ranging from interstates and parking lots.

Mechanical

- Rugged grade A360 diecast aluminum (<1% copper)
- Tool-less access with stainless steel latches
- Terminal block in arm
- Rigorous 5-stage pretreatment polyester topcoat to ensure maximum durability that achieves a scribe creepage rating of 8 after 5,000 hours of salt spray
- Removable "power tray" facilitates maintenance
- Corrosion resistant stainless-steel latches ensure secure closure over the long fixture life
- Horizontal mast arms or vertical tenon (VH) and universal mounting to round and square poles (UN) options
- Universal mount mates to all major manufacturer's hole patterns
- All Mountings are 3G vibration rated per ANSI C136.31
- Adjustable fixture tilt from 0-45 degrees provides flexibility to optimize lighting performance

Electrical

- Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2
- LED light engines are rated > 100,000 at 25°C, L70
- Electronic driver has an expected life of > 100,000 hours at 25°C
- Rated for -40°C / (-40°F) minimum ambient
- Programmable electronic driver with 0-10V control leads
- Driver voltage options: 120-277V 50/60 Hz and 347 50/60 Hz and 480V 50/60 Hz

Optical

- Performance is comparable to 150-400 watt HPS or 175-1,000 watt MH
- IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation

- IP66 rated optics
- Molded Silicone optics: Area (Type 5) (AR), Forward Throw (FT), Medium Roadway (MR), Narrow Roadway (NR) and Wide Roadway (WR)
- Borosilicate glass refractor optics: Area (AG), Forward Throw (FG), Medium Roadway (MG), Narrow Roadway (NG) and Wide Roadway (WG)
- 3000K, 4000K and 5000K CCT, 70 CRI
- Optional Uplight Skirt (US) when used with refractors ensures zero uplight above 90°
- House side shield (HSS), light trespass shield and option available
- Wire guard kit option available

Controls

- 7 pin NEMA photocontrol receptacle
- Premium solid-state locking-style photocontrol (PCSS) – 10 year rated life
- Extreme long life solid state locking-style photocontrol (PCLL) – 20 year rated life
- Field adjustable output
- nLight Air motion and daylight sensor
- Programmable motion and daylight sensor

Certification & Standards

- CSA Certified to US and Canadian standards
- Suitable for operation in an ambient temperature up to 40°C / 104°F for standard product
- Designlights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

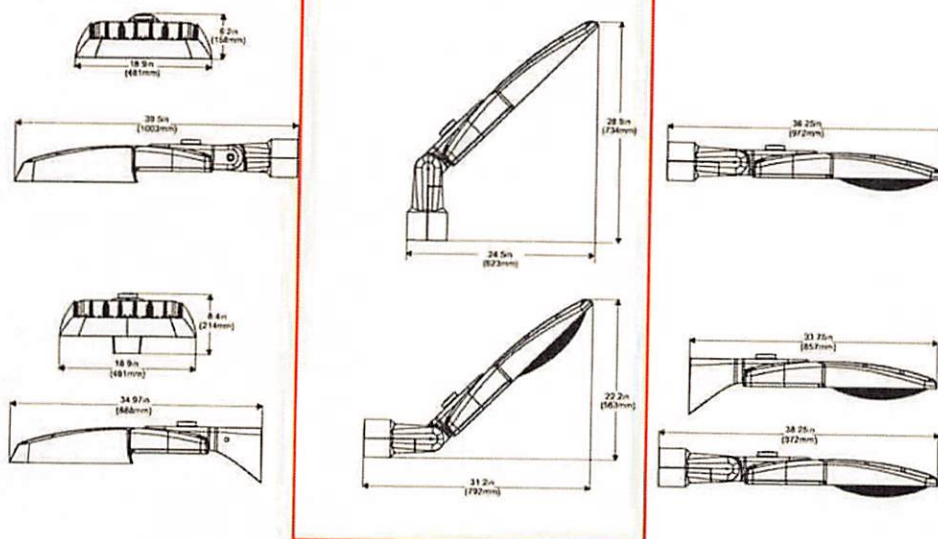
Warranty

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C



DIMENSIONAL DATA



Mounting/Optic	Tilt	Weight	EPA
VH	0°	35 lbs.	1.64 sq. ft.
VH with Refractor & US	0°	44 lbs.	
VH	45°	35 lbs.	2.85 sq. ft.
VH with Refractor & US	45°	44 lbs.	
UN	0°	31 lbs.	1.64 sq. ft.
UN with Refractor & US	0°	38 lbs.	

MGLEDM

Mongoose Medium LED



ORDERING INFORMATION

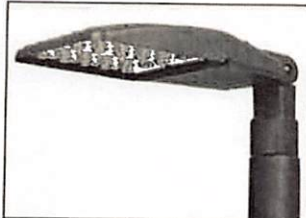
Example: MGLED P2 40K MVOLT FT LT UN GRSD

Series		LED performance package		Color temperature		Voltage		Optics	
MGLEDM	Mongoose Medium	P1	15,400 Lumens	30K	3,000 K CCT	MVOLT	Auto-sensing voltage (120 thru 277)	AG	Area with Refractor
		P2	19,000 Lumens	40K	4,000 K CCT			AR	Area
		P3	22,400 Lumens	50K	5,000 K CCT			FG	Forward Throw with Refractor
		P4	25,800 Lumens					FT	Forward Throw
		P5	28,900 Lumens			347	347 Volt	MG	Medium Roadway with Refractor
		P6	31,900 Lumens			480	480 Volt	MR	Medium Roadway
		P7	35,100 Lumens					NG	Narrow Roadway with Refractor
		P8	38,000 Lumens					NR	Narrow Roadway
								WG	Wide Roadway with Refractor
								WR	Wide Roadway

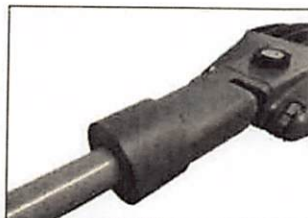
Mounting		Super Durable Paint		Options	
VH	Vertical Tenon/ Horizontal Arm	GRSD	Vitracoat Gray	Adjustable/Programmable Options AO Field Adjustable Output	
		GHSD	Vitracoat Graphite		
UN	Universal (Rd. & Sq)	BKSD	Vitracoat Black	Control Options PCLL DTL Extreme Long Life Twistlock Photocontrol for Solid State (20 year rated life) PCSS DSS Premium Twistlock Photocontrol for Solid State (10 year rated life) POC2 Programmable occ. and daylight sensor, for mounting applications up to 20' POC4 Programmable occ. and daylight sensor, for mounting applications between 20' & 40' RSDGR nLight Air Occ. and daylight sensor	
		GNSD	Vitracoat Green		
		WHSD	Vitracoat White		
		BZSD	Vitracoat Bronze		
				NEMA Label Options NL NEMA LABEL	
				NEMA Receptacle Options PR7 7-pin Photocontrol Receptacle	
				Shielding Options US Uplight Skirt HSS House Side Shield	
				Shorting Cap Option SH SHORTING CAP	

Accessories: Order as separate catalog number.	
<u>Wire Guard Kit</u>	
MGLEDM WG	Mongoose Medium Wire Guard Kit
<u>Light Trespass Shield</u>	
MGLEDM LTS	Mongoose Medium Light Trespass Shield
<u>Uplight Skirt</u>	
MGLEDM US GRSD	Mongoose Medium Uplight Skirt, Vitracoat Gray
MGLEDM US GHSD	Mongoose Medium Uplight Skirt, Vitracoat Graphite
MGLEDM US BKSD	Mongoose Medium Uplight Skirt, Vitracoat Black
MGLEDM US GNSD	Mongoose Medium Uplight Skirt, Vitracoat Green
MGLEDM US WHSD	Mongoose Medium Uplight Skirt, Vitracoat White
MGLEDM US BZSD	Mongoose Medium Uplight Skirt, Vitracoat Bronze
<u>House Side Shield</u>	
MGLEDM HSS	Mongoose Medium House Side Shield

MOUNTING OPTIONS



Vertical Tenon/Horizontal Arm Mount – VH
Attaches to 2" vertical tenon or horizontal mast arm (2 3/8" O.D.)



Universal Mount – UN
Attaches to square or 3" minimum round pole



MGLEDM

Mongoose Medium LED



OPTIONS MATRIX

Mounting	SELECTED OPTION (start here)							
	AO	PR7	PCLL	PCSS	POC2	POC4	RSDGR	SH
Controls	A0	Y	Y	Y	N	N	N	Y
	PR7	Y	Y	Y	N	N	N	Y
	PCLL	Y	Y	N	N	N	N	N
	PCSS	Y	Y	N	N	N	N	N
	POC2	N	N	N	N	N	N	N
	POC4	N	N	N	N	N	N	N
	RSDGR	N	N	N	N	N	N	N
	SH	Y	Y	N	N	N	N	N
Voltage	MVOLT	Y	Y	Y	Y	Y	Y	Y
	347	Y	Y	Y	N	Y	Y	Y
	480	Y	Y	Y	N	Y	Y	Y
Performance Packages	P1	Y	Y	Y	Y	Y	Y	Y
	P2	Y	Y	Y	Y	Y	Y	Y
	P3	Y	Y	Y	Y	Y	Y	Y
	P4	Y	Y	Y	Y	Y	Y	Y
	P5	Y	Y	Y	Y	Y	Y	Y
	P6	Y	Y	Y	Y	Y	Y	Y
	P7	Y	Y	Y	Y	Y	Y	Y
	P8	Y	Y	Y	Y	Y	Y	Y

Y = Valid Option Combination

N = Combination Not available

LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Temperature		Ambient Temperature (°C) Lumen Multiplier							
°C	°F	P1	P2	P3	P4	P5	P6	P7	P8
0	32	1.03	1.03	1.03	1.03	1.04	1.04	1.04	1.05
5	41	1.02	1.02	1.03	1.03	1.03	1.03	1.03	1.04
10	50	1.02	1.02	1.02	1.02	1.02	1.02	1.03	1.03
15	59	1.01	1.01	1.01	1.01	1.02	1.02	1.02	1.02
20	68	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
25	77	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

MGLEDM

Mongoose Medium LED



PERFORMANCE DATA

Performance Package	Distribution	Input Watts	30K (3000K CCT, 70 CRI)					40K (4000K CCT, 70 CRI)					50K (5000K CCT, 70 CRI)					LLD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50k Hours	75k Hours	100k Hours
P1	AG	105	15,680	149	4	2	2	16,129	154	4	2	2	16,329	156	4	2	2	0.97	0.97	0.96
	AR		16,915	161	4	0	2	17,400	166	4	0	2	17,616	168	4	0	2			
	FG		14,519	138	2	3	3	14,935	142	2	3	3	15,120	144	3	3	3			
	FT		15,763	150	2	0	3	16,215	154	2	0	3	16,416	156	2	0	3			
	MG		15,064	143	2	2	2	15,496	148	2	2	2	15,687	149	3	2	2			
	MR		16,193	154	2	0	2	16,657	159	3	0	3	16,863	161	3	0	3			
	NG		15,292	146	3	2	2	15,731	150	3	2	2	15,925	152	3	2	2			
	NR		16,326	155	3	0	2	16,794	160	3	0	2	17,002	162	3	0	2			
P2	WG	126	14,577	139	3	2	3	14,994	143	3	2	3	15,180	145	3	2	3	0.97	0.97	0.96
	WR		15,746	150	3	0	3	16,198	154	3	0	3	16,398	156	3	0	3			
	AG		19,225	153	4	2	2	19,776	157	4	2	2	20,021	159	4	3	2			
	AR		20,740	165	4	0	2	21,335	169	4	0	2	21,599	171	4	0	2			
	FG		17,802	141	3	3	3	18,313	145	3	3	4	18,539	147	3	3	4			
	FT		19,328	153	3	0	4	19,882	158	3	0	4	20,128	160	3	0	4			
	MG		18,470	147	3	2	3	19,000	151	3	2	3	19,235	153	3	2	3			
	MR		19,854	158	3	0	3	20,423	162	3	0	3	20,676	164	3	0	3			
P3	NG	155	18,750	149	3	2	2	19,288	153	3	2	2	19,527	155	3	2	3	0.97	0.96	0.96
	NR		20,018	159	3	0	2	20,592	163	3	0	2	20,847	165	3	0	2			
	WG		17,873	142	3	3	3	18,385	146	3	3	3	18,613	148	3	3	3			
	WR		19,307	153	3	0	3	19,860	158	3	0	3	20,106	160	3	0	3			
	AG		22,726	147	4	3	2	23,377	151	4	3	2	23,667	153	4	3	2			
	AR		24,517	158	4	0	2	25,219	163	5	0	3	25,532	165	5	0	3			
	FG		21,044	136	3	3	4	21,647	140	3	3	4	21,915	141	3	3	4			
	FT		22,847	147	3	0	4	23,502	152	3	0	4	23,793	154	3	0	4			
P4	MG	180	21,833	141	3	3	3	22,459	145	3	3	3	22,737	147	3	3	3	0.97	0.96	0.95
	MR		23,469	151	3	0	3	24,142	156	3	0	3	24,441	158	3	0	3			
	NG		22,164	143	3	2	3	22,799	147	3	2	3	23,082	149	3	2	3			
	NR		23,663	153	3	0	3	24,341	157	3	0	3	24,643	159	3	0	3			
	WG		21,127	136	3	3	3	21,732	140	3	3	3	22,001	142	3	3	3			
	WR		22,822	147	3	0	3	23,476	151	3	0	3	23,767	153	3	0	3			
	AG		26,107	145	4	3	2	26,855	149	4	3	2	27,188	151	4	3	2			
	AR		28,164	156	5	0	3	28,972	161	5	0	3	29,330	163	5	0	3			
	FG		24,175	134	3	3	4	24,868	138	3	3	4	25,176	140	3	3	4	0.97	0.96	0.95
	FT		26,246	146	3	0	5	26,998	150	3	0	5	27,333	152	3	0	5			
	MG		25,082	139	3	3	3	25,800	143	3	3	3	26,120	145	3	3	3			
	MR		26,961	150	3	0	3	27,734	154	3	0	3	28,077	156	3	0	3			
	NG		25,462	141	3	3	3	26,192	146	3	3	3	26,516	147	3	3	3			
	NR		27,184	151	3	0	3	27,963	155	3	0	3	28,309	157	3	0	3			
	WG		24,270	135	3	3	3	24,966	139	3	3	3	25,275	140	3	3	3			
	WR		26,218	146	3	0	3	26,969	150	3	0	3	27,303	152	3	0	3			

MGLEDM

Mongoose Medium LED



PERFORMANCE DATA (continued)

Performance Package	Distribution	Input Watts	30K (3000K CCT, 70 CRI)					40K (4000K CCT, 70 CRI)					50K (5000K CCT, 70 CRI)					LLD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50K Hours	75K Hours	100K Hours
P5	AG	206	29,340	142	4	3	2	30,181	147	5	3	3	30,555	148	5	3	3	0.96	0.96	0.95
	AR		31,653	154	5	0	3	32,560	158	5	0	3	32,963	160	5	0	3			
	FG		27,169	132	3	3	5	27,947	136	3	3	5	28,294	137	3	3	5			
	FT		29,497	143	3	0	5	30,342	147	3	0	5	30,718	149	3	0	5			
	MG		28,188	137	3	3	3	28,996	141	3	3	3	29,355	143	3	3	3			
	MR		30,300	147	3	0	3	31,169	151	3	0	3	31,555	153	3	0	3			
	NG		28,615	139	4	3	3	29,436	143	4	3	3	29,800	145	4	3	3			
	NR		30,550	148	4	0	3	31,426	153	4	0	3	31,815	154	4	0	3			
	WG		27,276	132	3	3	3	28,058	136	3	3	3	28,405	138	3	3	3			
	WR		29,465	143	3	0	3	30,309	147	3	0	3	30,685	149	3	0	3			
P6	AG	230	32,375	141	5	3	3	33,303	145	5	3	3	33,715	147	5	3	3	0.96	0.95	0.94
	AR		34,926	152	5	0	3	35,927	156	5	0	3	36,372	158	5	0	3			
	FG		29,978	130	3	3	5	30,838	134	3	3	5	31,220	136	3	3	5			
	FT		32,547	142	3	0	5	33,480	146	3	0	5	33,894	147	3	0	5			
	MG		31,103	135	3	3	3	31,995	139	3	3	3	32,391	141	3	3	3			
	MR		33,434	145	3	0	4	34,392	150	3	0	4	34,818	151	3	0	4			
	NG		31,575	137	4	3	3	32,480	141	4	3	3	32,882	143	4	3	3			
	NR		33,710	147	4	0	3	34,676	151	4	0	3	35,105	153	4	0	3			
	WG		30,097	131	4	3	4	30,960	135	4	3	4	31,343	136	4	3	4			
	WR		32,512	141	3	0	4	33,444	145	3	0	4	33,858	147	4	0	4			
P7	AG	255	35,515	139	5	3	3	36,533	143	5	3	3	36,986	145	5	3	3	0.96	0.95	0.93
	AR		38,314	150	5	0	4	39,412	155	5	0	4	39,900	156	5	0	4			
	FG		32,886	129	3	3	5	33,829	133	4	3	5	34,248	134	4	3	5			
	FT		35,704	140	3	0	5	36,728	144	4	0	5	37,183	146	4	0	5			
	MG		34,120	134	3	3	3	35,098	138	3	3	3	35,533	139	4	3	3			
	MR		36,677	144	3	0	4	37,728	148	3	0	4	38,195	150	3	0	4			
	NG		34,638	136	4	3	3	35,630	140	4	3	3	36,072	141	4	3	3			
	NR		36,980	145	4	0	3	38,040	149	4	0	3	38,511	151	4	0	3			
	WG		33,017	129	4	3	4	33,963	133	4	3	4	34,383	135	4	3	4			
	WR		35,666	140	4	0	4	36,688	144	4	0	4	37,142	146	4	0	4			
P8	AG	280	38,510	138	5	3	3	39,614	141	5	3	3	40,104	143	5	3	3	0.95	0.93	0.92
	AR		41,545	148	5	0	4	42,735	153	5	0	4	43,265	155	5	0	4			
	FG		35,659	127	4	3	5	36,681	131	4	3	5	37,136	133	4	3	5			
	FT		38,715	138	4	0	5	39,824	142	4	0	5	40,318	144	4	0	5			
	MG		36,997	132	4	3	3	38,058	136	4	3	3	38,529	138	4	3	3			
	MR		39,770	142	4	0	4	40,909	146	4	0	4	41,416	148	4	0	4			
	NG		37,558	134	4	3	3	38,635	138	4	3	3	39,113	140	4	3	3			
	NR		40,998	143	4	0	3	41,247	147	4	0	3	41,758	149	4	0	3			
	WG		35,800	128	4	3	4	36,827	132	4	3	4	37,283	133	4	3	4			
	WR		38,673	138	4	0	4	39,782	142	4	0	4	40,274	144	4	0	4			

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, ("SHBB") and the **City of Kingston** ("Provider").

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device"), and awareness related to preventing child abandonment.

WHEREAS, Tennessee Code §68-11-255, *et al* (the "Safe Haven Laws"), provides certain protections to local hospitals, EMS facilities, fire departments, and law enforcement facilities that install a newborn safety device (the "Safety Device");

WHEREAS, Provider desires to install a Safety Device on Provider's premises pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider's premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at 125 West Cumberland Street, Kingston, TN. Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit "A" (the "Policies and Procedures") of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Eleven Thousand and 00/100 Dollars (\$11,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately

notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the **City of Kingston's** master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under **[City of Kingston's** master general liability and umbrella policies.

Section 8. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 9. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 10. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 11. Disclaimer and Limitation of Warranties.

SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of

the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 12. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

City of Kingston
Attn: Tim Neal, Mayor
900 Waterford Place
Kingston, TN 37763

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Indiana court in Allen County, State of Indiana, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Indiana, United States of America. Each party

waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

"SHBB"

By: _____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

“PROVIDER”

By: _____

Its: _____



**KINGSTON BEER BOARD
REGULAR MEETING
Tuesday, August 08, 2023**

A G E N D A

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

**REGULAR MEETING – KINGSTON BEER BOARD
TUESDAY, JULY 11, 2023
KINGSTON CITY HALL**

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

PREVIOUS MINUTES

A motion made by Member Wright, second by Member Johnson to waive the reading and approve as written the minutes of the regular meeting on June 13, 2023.

The motion passed with a unanimous roll call vote. 7 Ayes

Citizens Comments: None

New Business: NONE

Chairman Neal adjourned the meeting at 6:26 pm

APPROVED _____

Timothy Neal, Chairman

ATTEST:

City Clerk



**KINGSTON WATER BOARD
REGULAR MEETING
Tuesday, August 08, 2023**

A G E N D A

- A. Call to Order**
- B. Roll Call**
- C. Previous Minutes**
- D. Citizens' Comments**
- E. City Manager's Report**
- F. New Business**
 - None

**ALL CITY OF KINGSTON MEETINGS ARE OPEN TO THE PUBLIC. THIS MEETING WILL ALSO
BE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV AND POSTED TO YOUTUBE
AND OUR FACEBOOK PAGE.**

**REGULAR MEETING – KINGSTON WATER BOARD
TUESDAY, JULY 11, 2023
KINGSTON CITY HALL**

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

PREVIOUS MINUTES

A motion made by Member Wright, second by Member Bredwell to waive the reading and approve the minutes as written the minutes of the regular meeting on June 13, 2023.

The motion passed with a unanimous roll call vote. 7 Ayes

Citizen Comments – None

CITY MANAGER’S REPORT

- The lawsuit against O’Rourke has been filed and first date has been scheduled for August 1, 2023
- Relinquished the floor to Utility Director Kevin Hamilton who advised that he has been speaking with developers regarding potential new developments; announced that the Warren Road/Oberry Road extension project is set to begin next week; Invited everyone to Customer Appreciation Day this Friday at City Hall.

New Business:

1. Consideration to amend the water purchase contract with Watts Bar Utility District.

A motion was made by Member Wright, second by Member Childs to approve the amended water purchase contract with Watts Bar Utility District.

City Manager Bolling explained that the amendment is to remove the point of connection listed in the current contract.

The motion passed with a unanimous roll call vote. 7 Ayes

2. Consideration to authorize the City Manager to write off the following utility accounts:

- 018-05650-02 - \$178.45 (no longer legally collectable)
- 012-04474-03 - \$48.13 (no longer legally collectable)
- 009-04470-02 - \$190.50 (no longer legally collectable)
- 012-04466-03 - \$31.05 (no longer legally collectable)
- 015-02900-03 - \$120.79 (no longer legally collectable)
- 018-05650-05 - \$160.82 (no longer legally collectable)
- 015-02900-02 - \$156.72 (no longer legally collectable)

- 016-09160-05 - \$146.79 (no longer legally collectable)
- 009-04750-02 - \$112.32 (deceased, no estate)
- 015-02800-02 - \$211.40 (deceased, no estate)

A motion was made by Member Guinn, second by Member Bredwell to authorize the City Manager to write off above listed accounts.

The motion passed with a unanimous roll call vote. 7 Ayes

Member Brown mentioned the new laws in effect concerning meeting and the mandatory public comment portion of each meeting and written agendas. He also mentioned that it is July-and December is right around the corner.

Chairman Neal adjourned the meeting. 6:36 pm

APPROVED _____

Timothy Neal, Chairman

ATTEST:

City Clerk