



WORK SESSION - KINGSTON CITY COUNCIL
Tuesday, February 6, 2024
6:00 P.M.

A G E N D A

1. Invocation and Pledge
2. Call to Order
3. Citizens Comments
4. Presentation of the Annual Comprehensive Financial Report for the year ended June 30, 2023 (Anne Caver – Mitchell, Emert and Hill)
5. Continued discussion of pending legal action against the owner of non-compliant properties on Pineywood Road (City Attorney Andrew Thompson)
6. Discussion of proposed changes to the management agreement between the Library Board and the City (Library Board members)

THIS WORKSHOP IS OPEN TO THE PUBLIC AND WILL BE HELD IN THE CITY COUNCIL ROOM, ON THE 2nd FLOOR OF CITY HALL, AT 900 WATERFORD PLACE IN KINGSTON. IN ADDITION, ALL MEETINGS ARE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV, AND WILL BE POSTED TO YOUTUBE. A LINK TO THE VIDEO WILL BE POSTED TO OUR FACEBOOK PAGE.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is effective on February _____, 2024 (“Effective Date”) by and between the City of Kingston (“Kingston”); Margaret Crowe (“Crowe”) and SG Properties, LLC (“SG Properties”). The parties to this Agreement shall be referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Crowe owns five (5) properties, commonly referred to 1100, 1101, 1103, 1104 and 1105 Pineywood Road, within the City of Kingston, Tennessee which are subject to a lawsuit filed as Roane County Chancery No. 2023-45; and,

WHEREAS, the City of Kingston is seeking an injunction to demolish any unsafe structures on the five (5) properties; and,

WHEREAS, SG Properties desires to buy the five (5) properties from Crowe and the City of Kingston has no objection to the sale subject to an agreement by SG Properties to remedy the code violations at the properties within not more than six (6) months following the sale of the properties; and,

WHEREAS, SG Properties acknowledges that pursuant to IPMC 107.6 he has been provided with the compliance order(s) or notice(s) of violation(s) and shall sign a notarized statement acknowledging receipt of the compliance order(s) or notice(s) of violation(s); and,

WHEREAS, the Parties have agreed to settle all claims and disputes between them based on the terms stated in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Consent Decree. SG Properties shall be substituted for Crowe in the pending litigation and the pending litigation shall be dismissed upon execution of this Settlement Agreement and the execution of the Consent Decree by SG Properties to allow the sale of the properties from Crowe to SG Properties. The Consent Decree shall not be tendered to the Court for entry unless and until SG Properties shall fail to abide by the terms of this Settlement Agreement.

Cooperation. The Parties agree that they will cooperate with one another to efficiently carry out the terms of this Agreement and will execute any and all other documents reasonably necessary to accomplish the intent of this Agreement and allow each Party to obtain the benefits of the Agreement.

Time is of the Essence. Time is of the essence and the contemplated improvements to the subject properties is of paramount importance to the City of Kingston, but the realities of real property improvement are not lost on the parties and as such, SG Properties must make substantial progress on the properties within ninety (90) days from the Effective Date and must complete all improvements in not less than one hundred eighty (180) days from the Effective Date. Only for good cause shown may SG Properties apply to Chancellor McFarland for additional time and upon

a showing of good cause, the City of Kingston will not oppose an additional forty-five (45) days to complete the improvements.

Entire Agreement. This Agreement, including the “WHEREAS” recitals comprise the entire agreement and understanding of the Parties and all other discussions, understandings, representations, negotiations and agreements with respect to the matters included in this Agreement are merged herein.

Choice of Law and Venue. All matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Tennessee. Each of the Parties hereby consents and agrees that the Roane County Chancery Court shall be permitted to exercise subject matter jurisdiction over any Party’s claims and may exercise personal jurisdiction over each of the Parties.

Consideration. The City of Kingston will dismiss the lawsuit in consideration of SG Properties consenting to judgment in the event he fails to comply with the terms of this Settlement Agreement. Additionally, in consideration of the foregoing, The City of Kingston will dismiss the lawsuit to allow the sale of the properties from Crowe to SG Properties as it is in the public interest to rehabilitate these distressed properties and SG Properties provides the best path to compliance with the applicable code. The consideration recited herein is the full, complete and entire consideration for this Agreement, the sufficiency of which is hereby acknowledged, and no further consideration is to be paid other than as recited herein. Further, each of the Parties expressly acknowledges that he, she, or it has derived sufficient consideration in exchange for executing this Agreement.

Fully Informed. Each Party hereto expressly warrants and represents to the other Parties that before executing this Agreement, said Party has fully informed herself, himself, and itself of the terms, contents, conditions and effect of this Agreement, that no promises or representations of any kind have been made to it except as expressly stated herein, that said Party has relied solely on the Party’s own judgment in executing this Agreement and that said Party has obtained the advice and assistance of counsel of their own choosing before entering into this Agreement.

Expenses, Costs and Attorneys’ Fees. Except as provided herein, the Parties shall bear their own expenses, costs and attorneys’ fees relating to the Action and fulfillment of their obligations under this Agreement.

Successors or Assigns. This Agreement and the obligations provided for herein shall be binding upon the Parties hereto, their predecessors, successors, assigns, agents, representatives, administrators, executors and any other person or entity authorized to exercise any rights on behalf of any of the Parties.

No Admission of Liability. This Agreement is entered into for the purpose of compromising and settling disputed claims and to avoid time-consuming and expensive litigation. This Agreement inclusive of all terms and conditions does not and shall not constitute any admission or inference that the conduct of any Party was illegal, wrongful, or violative of any agreement or any other legal obligation.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date stated above.

The City of Kingston, Tennessee

X: _____
Printed name: _____
Title: _____

X: _____
Margaret Crowe

X: _____
Stephen Goodson, Primary Owner of SG Properties, LLC

**PREPARED, ACKNOWLEDGED AND APPROVED
AS TO FORM ONLY:**

X: _____
Andrew Thompson, *Esq.*
Attorney for the City of Kingston, TN

X: _____
Keith D Stewart, *Esq.*
Attorney for Margaret Crowe

IN THE CHANCERY COURT FOR ROANE COUNTY, TENNESSEE

CITY OF KINGSTON,)	
)	
Plaintiff,)	
)	
vs.)	No. 2023-45
)	
MARGARET CROWE,)	
)	
Defendant.)	

CONSENT DECREE

The Parties, as evidenced by their signatures below, have agreed to the settlement of this action, and have entered into a Settlement Agreement attached hereto as **Exhibit A**. In the event that the substituted Defendant SG Properties, LLC shall comply with the terms of the Settlement Agreement, this Consent Decree shall be held in abeyance and be of no further force or effect and this Consent Decree shall be voided upon receipt of notice to this Court by the City of Kingston that substituted Defendant SG Properties, LLC has complied with the Settlement Agreement. Pursuant to the terms and conditions of said Settlement Agreement, the Parties enter this Consent Decree to be entered by this Court upon a breach by Defendant of the Settlement Agreement.

This Court finds that:

1. Defendant Crowe owns five (5) properties, commonly referred to 1100, 1101, 1103, 1104 and 1105 Pineywood Road, within the City of Kingston, Tennessee which are subject to a lawsuit filed as Roane County Chancery No. 2023-45; and,
2. The City of Kingston has filed suit seeking an injunction to demolish any unsafe structures on the five (5) properties; and,

3. SG Properties, LLC desires to buy the five (5) properties from Crowe and agrees to be substituted as the party Defendant to facilitate the purchase and sale of the five (5) properties; and,
4. The City of Kingston has no objection to the substitution of SG Properties, LLC as a party Defendant and upon execution of this Consent Decree and Settlement Agreement to the dismissal of the action styled *The City of Kingston v. Margaret Crowe, Roane County Chancery No. 2023-45*, which shall be subject to being reopened only in the event that Defendant SG Properties, LLC fails to comply with the Settlement Agreement attached as **Exhibit A**.
5. The City of Kingston does not object to the sale of the five (5) properties from Crowe to SG Properties, LLC again subject to the Settlement Agreement attached as **Exhibit A** by SG Properties, LLC to remedy the code violations at the properties within not more than six (6) months following the sale of the properties; and,
6. SG Properties, LLC is substituted as the party Defendant upon consummation of the sale of the properties and Defendant Crowe shall be released from any further liability or obligation in this matter; and,
7. SG Properties, LLC acknowledges that pursuant to IPMC 107.6 he has been provided with the compliance order(s) or notice(s) of violation(s) and shall sign a notarized statement acknowledging receipt of the compliance order(s) or notice(s) of violation(s); and,
8. The Parties have agreed to settle all claims and disputes between them based on the terms stated in this Agreement.
9. Pursuant to the settlement agreement, each party has had sufficient time to review the settlement documents, of which this Agreed Order forms a material part, with legal counsel

of their choosing and have represented to this court that their signature below is affixed hereto absent coercion, influence or other inducements, and represents their own free and unencumbered choice.

10. Pursuant to the settlement agreement, any breach by the substituted Defendant SG Properties, LLC of the Settlement Agreement shall result in the immediate issuance of an injunction to the City of Kingston.

Accordingly, the Court, being fully advised in the premises, this Court FINDS, ORDERS AND DECREES that:

- A. Immediately upon execution of this Agreed Consent Decree, the substituted Defendant SG Properties, LLC, his successors, assigns and transferees, and their officers, directors, shareholders, owners, members, managers, employees, agents, servants, and representatives, are enjoined from denying Plaintiff City of Kingston full unfettered access to the five (5) properties for the purpose of inspection, repair or demolition of any unsafe structures.
- B. Within thirty (30) days of the Effective Date of the Settlement Agreement, the substituted Defendant SG Properties, LLC, his successors, assigns and transferees, and their officers, directors, shareholders, owners, members, managers, employees, agents, servants, and representatives, shall undertake to make the five (5) properties safe in the public interest.
- C. This Court shall retain jurisdiction over the Parties hereto for purposes of: (a) the enforcement of this Consent Decree; (b) resolution of any disputes arising therefrom or associated therewith; (c) any further litigation involving the issues raised in plaintiff's Complaint filed herein; and (d) enforcement of the terms of the Settlement Agreement attached hereto as **Exhibit A**.

IT IS SO ORDERED THIS THE ____ DAY OF _____, 2024

CHANCELLOR MCFARLAND

AGREED, CONSENTED AND ACKNOWLEDGED:

The City of Kingston, Tennessee

X: _____
Printed name: _____
Title: _____

X: _____
Margaret Crowe, original Defendant

X: _____
Stephen Goodson, Primary owner of SG Properties, LLC
substituted Defendant

**PREPARED, ACKNOWLEDGED AND APPROVED
AS TO FORM ONLY:**

X: _____
Andrew Thompson, *Esq.*
Attorney for the City of Kingston, TN

By: _____
Keith D. Stewart (BPR # 17574)
625 Market Street, 7th Floor
Knoxville, Tennessee 37902
(865) 245-0989

keithdstewart@gmail.com
Attorney for Plaintiff

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made as of the 1st day of January, 2024 between the CITY OF KINGSTON ("City"), and the KINGSTON LIBRARY BOARD ("Board").

WITNESSETH

WHEREAS, the parties have heretofore found that it is in the best interest of the Board, and the public that it serves, for the City to provide management services including, but not limited to , the management of the personnel, payroll, insurance, benefits, limited building and ground maintenance as outlined below,

NOW, THEREFORE, the parties do hereby agree as follows:

1. Management of Personnel, Personnel Pay, Insurance and Benefits

- a) The Board will be responsible for appointment, promotion, demotion, management and discharge of the Library Director, within the budgetary constraints of the Board. The Library Director will be responsible for and will supervise the performance of all Library Personnel in accordance with TCA 10-3-104. The Library Director will report directly to the Board.
- b) The City will provide payroll services including maintaining payroll records and paying library personnel.
- c) During the term of this Agreement, the City will carry and maintain insurance coverage for library personnel to the same extent as the City provides such coverage for all personnel of the City of Kingston. This insurance coverage will include worker's compensation insurance, as required by the laws of the state of Tennessee covering all persons employed at the library.
- d) Accounting – The City will provide the Board with accounting services which will include compilation of periodic and annual financial statements for the library.
- e) Bookkeeping and Payroll Services – The City will provide the library with bookkeeping and payroll services which include payment of all bills, invoices, and other liabilities owed by the library, within the budgetary constraints of the Board.
- f) The Library Director/Board will be responsible to ensure all invoices are received by the City for processing within three (3) working days of receipt.
- g) The Library Board/Director will be responsible for establishing the budget, monitoring budget flow, and making adjustments to ensure the budget is met month to month and particularly year end.

- i) Accountants – the City will engage, discharge, and/or direct the accountants who may be retained for the purpose of preparing financial audits and other documents required in connection with the business management services to be rendered by the City to the Board.
- 2. **Maintenance** – the City will provide maintenance and upkeep of the library facilities and grounds within the budgetary constraints of the Board. Housekeeping will be the responsibility of the Library Board/Director within the budgetary constraints of the Board.
 - a) The City will cut the grass according to the schedule established during the season by Public Works.
 - b) The City will sweep the parking lot according to the schedule established b Public Works.
 - c) Housekeeping will be completed by the Board/Director including, but not limited to, daily picking up of debris from the parking lot and grounds, routine sweeping of sidewalks and patios, routine maintenance of gardens, cleaning of windows, doors, signs, and book drop on the exterior of the building as needed. Interior cleaning of restrooms, floors, and fixtures throughout the library weekly, or more often, as needed.
 - d) Building maintenance issues including, plumbing, electrical, and heat/air, will be reported immediately to the City Manager by e-mail, and also by telephone if the issue requires immediate attention.
 - e) After notification, the Library Director shall have authorization to schedule repairs up to \$500.00 within the budgetary constraints of the Board. All other building maintenance shall be scheduled in cooperation with the City Manager.
 - f) The Library Director will complete the "Maintenance Checklist" quarterly, signing and filing for reference. File to be maintained for a full previous year.
- 3. **Term** – The term of this Management Agreement will be for a period of one (1) year following the date of its execution, and will renew automatically for additional one (1) year terms unless terminated as provided below. This Management Agreement will remain in full force and effect unless either party hereto gives notice, in writing, of its termination at least thirty (30) days prior to the anniversary of renewal date hereof.
- 4. **Notices** – All notices required hereunder will be effective when sent by certified U.S. Mail, or return receipt requested, with all postage or other charges pre-paid and addressed as follows:

If to the City: _____

If to the Board: _____

5. **Modification** - None of the terms and conditions contained herein may be added to, modified, superseded, or otherwise altered except by the prior written agreement of the parties.
6. **Entire Agreement** – This Agreement is intended to be the final expression of the agreement between the parties and is a complete and exclusive statement of the terms thereof, notwithstanding any prior contemporaneous representations made to the contrary. Nothing contained herein shall obligate the City to expend monies in excess of the funds budgeted for the Kingston Library in the annual budget of the City of Kingston.
7. **Governing Law** – this Agreement will be interpreted, construed, and enforced in accordance with the laws of the State of Tennessee.
8. **Captions** – Captions contained in this Agreement are to be used only as a matter of convenience and in of way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.
9. **Severability** – Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Management Agreement as of this ____ day of _____, 2024.

CITY OF KINGSTON, TENNESSEE

KINGSTON LIBRARY BOARD

BY: _____

by: _____

Current Agreement

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made as of the 1st day of January, 2014 between the CITY OF KINGSTON ("City"), and the KINGSTON LIBRARY BOARD ("Board").

WITNESSETH

WHEREAS, the Board is charged with responsibility, by statute, to manage the operation of the Kingston City Library; and,

WHEREAS, the parties have heretofore found that it is the best interest of the Board and the public that it serves for the City to provide management services including, but not limited to, the management of the personnel payroll, insurance, benefits, limited building and ground maintenance as outlined below.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Management of Personnel, Personnel Pay, Insurance and Benefits

- a) The Board will be responsible for appointment, promotion, demotion, management and discharge of the Library Director, within the budgetary constraints of the Board. The Board will be responsible for and will supervise the performance of all Library Personnel. The Library Director will report directly to the Board.
- b) The City will provide payroll services including maintaining payroll records and paying library personnel.
- c) During the term of this Agreement, the City will carry and maintain insurance coverage for library personnel to the same extent as the City provides such coverage for all personnel of the City of Kingston. This insurance coverage will include workers compensation insurance as required by the laws of this state of Tennessee covering all persons employed at the library.
- d) Accounting – The City will provide the Board with accounting services which will include compilation of periodic and annual financial statements for the library.
- e) Bookkeeping and Payroll Services – The City will provide the library with bookkeeping and payroll services which include payment of all bills, invoices and other liabilities owed by the library, within the budgetary constraints of the Board.
- f) The Library Director/Board will be responsible to insure all invoices are received by the City for processing within 3 working days of receipt.
- g) The Library Board/Director will be responsible for establishing the budget monitoring and budget flow making adjustments to insure the budget is met month to month and particularly year end.
- h) The Board shall collect, maintain, and be responsible for all revenues and income to be paid to the library by third parties, including fines, grants, and gifts staying within cash handling policy of the City of Kingston.
- i) Accountants – The City will engage, discharge, and/or direct the accountants who may be retained for the purpose of preparing financial audits and other documents required in connection with the business management services to be rendered by the City to the Board. The Board will be responsible for all fees billed in connection with the performance of any of these accounting, legal, and other services described.

2. Maintenance. The City will provide maintenance and upkeep of the library facilities and grounds, within the budgetary constraints of the Board. Housekeeping will be the responsibility of the Library Board/Director within the budgetary constraints of the Board.

- a) The City will cut the grass according to the schedule established during the season by Public Works.
- b) The City will sweep the parking lot according to the schedule established by Public Works.
- c) Housekeeping will be completed by the Board/Director including, but not limited to, daily picking up debris from the parking lot and grounds, routine sweeping of sidewalks and patios, routine maintenance of gardens, cleaning of windows, doors, signs, and book drop on the exterior of the building as needed. Interior cleaning of restrooms, floors, and fixtures throughout the library weekly or more often as needed.
- d) Building maintenance plumbing, electrical, and heat/air to be reported immediately to the City Manager by e-mail for his follow-up.
- e) Building repairs issues to be reported immediately to the City Manager's office by telephone and e-mail. All requests for maintenance of plumbing, electrical, and heat/air are to be made through the City Manager's office by telephone and e-mail.
- f) The Library Director will complete the "Maintenance Check List" weekly, signing and filing for reference. File to be maintained for a full previous year. (See attached)

3. Term. The term of this Management Agreement will be for a period of one (1) year following the date of its execution and will renew automatically for additional one (1) year terms unless terminated as provided below. This Management Agreement will remain in full force and effect unless either party hereto gives notice in writing of its termination at least thirty (30) days prior to the anniversary or renewal date hereof.

4. Notices. All notices required hereunder will be effective when sent by certified U.S. Mail, or return receipt requested will all postage or other charges pre-paid and addressed as follows:

If to the City:

If to the Board:

5. Modification. None of the terms and conditions contained herein may be added to, modified, superseded, or otherwise altered except by the prior written agreement of the parties.

6. Entire Agreement. This Agreement is intended to be the final expression of the agreement between the parties and is a complete and exclusive statement of the terms thereof notwithstanding any prior contemporaneous representations made to the contrary. Nothing contained herein shall obligate the City to expend monies in excess of the funds budgeted for the Kingston Library in the annual budget of the City of Kingston.

Current Agreement

7. Governing Law. This Agreement will be interpreted, construed, and enforced in accordance with the laws of the State of Tennessee.

8. Captions. Captions contained in this Agreement are to be used only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Management Agreement as of this 13th day of February, 2014.

CITY OF KINGSTON, TENNESSEE

By: *W. Gray Beets*
Its: Mayor

KINGSTON LIBRARY BOARD

By: *Joseph B. Parker*
Its: LIBRARY BOARD CHAIRMAN