

REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, FEBRUARY 13, 2024 – 6:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in regular session on Tuesday, February 13, 2024 at 6:00 P.M. Mayor Tim Neal called the meeting to order. Member Tommy Guinn gave the Invocation and Council Member Lucy Johnson 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, City Attorney Andrew Thompson, and Utility Director Kevin Hamilton.

APPROVAL OF PREVIOUS MINUTES

A motion was made by Member Guinn, second by Member Bredwell to waive the reading and approve as written the minutes of the Work Session on January 2, 2024 and the Regular Meeting on January 9, 2024.

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

CITIZEN COMMENTS/PERSONS TO APPEAR/PROCLAMATIONS

- Doug Clark-Addressed council about the condition of the property located at 500 N. Kentucky Street and the possible health hazards associated. City Manager Bolling explained of a pending offer for the property and plans to remedy the situation.
- Jennifer Brown (Roane Alliance)-Provided council with an update on the Tennessee Achieves Program and provided a handout.

REPORTS-MAYOR AND COUNCIL-

- Member Bredwell-No additional comments
- Member Brown-No additional comments
- Member Childs-Commented on the new lights at 352 exit
- Member Guinn-No additional comments
- Member Johnson-No additional comments
- Member Wright-No additional comments
- Mayor Neal- No additional comments

REPORTS-CITY MANAGER'S REPORT

- Commented about the EV Charging Station Grant and that TESLA has plans to construct a 12-port charging station near Food City. They have a meeting scheduled for tomorrow to discuss plans.
- Public Works is testing a LED lamp to replace those lights at the Gallaher Road exit.
- Commented on the recent complaints about the road condition at the Lawnville exit. He has reached out to Senator Yager and Representative Fritts to ask for TDOT assistance in fixing the roads.

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 24-01-09-01, an ordinance to abolish the Beautification Committee.

A motion was made by Member Guinn, second by Member Wright to approve the second and final reading of Ordinance 24-01-09-01, an ordinance to abolish the Beautification Committee.

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

NEW BUSINESS:

A. Consideration to formally accept the Annual Comprehensive Financial Report for the year ended June 30, 2023

A motion was made by Member Wright, second by Member Guinn to formally accept the Annual Comprehensive Financial Report for the year ended June 30, 2023

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

B. Consideration to authorize the City Attorney to execute a settlement agreement and consent decree regarding 1100, 1101, 1103, 1104 and 1105 Pinewood Road.

A motion was made by Member Childs, second by Member Bredwell to authorize the City Attorney to execute a settlement agreement and consent decree regarding 1100, 1101, 1103, 1104 and 1105 Pinewood Road.

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

C. Consideration to approve an allocation of \$5,000 to the Quasquibicentennial Celebration Ad-Hoc Committee.

A motion was made by Member Guinn, second by Member Wright to approve an allocation of \$5,000 to the Quasquibicentennial Celebration Ad-Hoc Committee.

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

D. Consideration to authorize the Quasquibicentennial Celebration Ad-Hoc Committee to solicit and accept donations and sponsorships relating to the 225th anniversary celebrations and events.

A motion was made by Member Wright, second by Member Guinn to authorize the Quasquibicentennial Celebration Ad-Hoc Committee to solicit and accept donations and sponsorships relating to the 225th anniversary celebrations and events.

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

E. Consideration to approve “Celebrating the past while forging the future” as the official theme of the City of Kingston’s Quasquibicentennial Anniversary.

A motion was made by Member Wright, second by Member Bredwell to approve “Celebrating the past while forging the future” as the official theme of the City of Kingston’s Quasquibicentennial Anniversary.

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

Mayor Neal adjourned the meeting at 6:16 pm

APPROVED March 12, 2024



Tim Neal, Mayor

ATTEST:



City Clerk

ORDINANCE: 24-01-09-01

AN ORDINANCE TO ABOLISH THE BEAUTIFICATION COMMITTEE

WHEREAS, the City of Kingston has heretofore established a commission denominated as the Beautification Committee which was charged with the responsibilities set forth by ordinance in Title 2, Chapter 3, Section 2-302 of the Kingston Municipal Code; and,

WHEREAS, over time, the Parks and Recreation Department has assumed the duties and responsibilities which were delegated to the Beautification Committee and the existence of the Beautification Committee is now redundant; and,

WHEREAS, it appears to be in the best interest of the City and the citizens thereof to abolish the Beautification Committee by repealing the enacting ordinances,

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

Section 1. The enabling ordinance codified at the Kingston City Code in Title 2, Chapter 3, Section 2-301 and 2-302 creating the Beatification Committee is hereby repealed and deleted in its entirety.

Section 2. This ordinance shall take effect from and after its final passage the public welfare requiring it.

Passed on first reading: January 9, 2024

Passed on second reading: February 13, 2024



Mayor



City Clerk

SETTLEMENT AGREEMENT

20 **THIS SETTLEMENT AGREEMENT** (the "Agreement") is effective on February 20, 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.

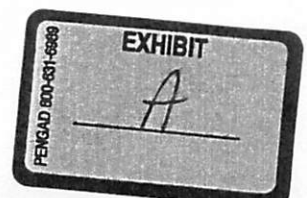
Cooperation. The Parties agree that they will cooperate with one another to efficiently carry out the terms of this Agreement and will execute any and all other documents reasonably necessary to accomplish the intent of this Agreement and allow each Party to obtain the benefits of the Agreement.

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

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PAM MAY, C & M

BY [Signature] D.C.



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: Timothy Neal
Printed name: TIMOTHY NEAL
Title: Mayor

X: Margaret Crowe
Margaret Crowe

X: Stephen K. Goodson
Stephen Goodson, Primary Owner of SG Properties, LLC

PREPARED, ACKNOWLEDGED AND APPROVED
AS TO FORM ONLY:

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

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

Chancellor McFarland

Date

IN THE CHANCERY COURT FOR ROANE COUNTY, TENNESSEE

CITY OF KINGSTON,

Plaintiff,

vs.

MARGARET CROWE,

Defendant.

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No. 2023-45

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,

I, Pam May, do certify that this is a true and perfect copy as the same appears of record in my office.

This 20 day of February 2024

PAM MAY, ROANE COUNTY CLERK & MASTER

by Pam Bales Deputy Clerk

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 20 DAY OF February, 2024



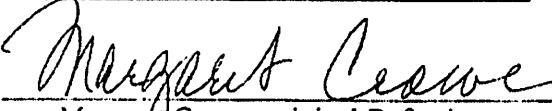
CHANCELLOR MCFARLAND

AGREED, CONSENTED AND ACKNOWLEDGED:

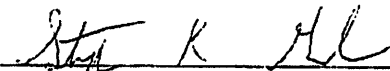
The City of Kingston, Tennessee

X: 

Printed name: TIMOTHY NEAL
Title: MAYOR

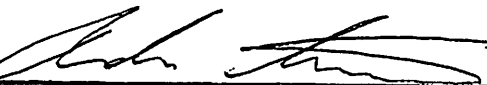
X: 

Margaret Crowe, original Defendant

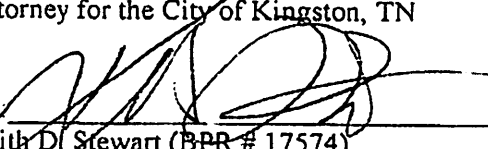
X: 

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: 

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