



City Commission

Kingston Springs, Tennessee

December 16, 2021

Meeting Packet



**Kingston Springs Board of Commissioners
Regular Business Meeting Agenda
December 16, 2021**

1. Call to Order:

The meeting was called to order by _____ at _____ p.m.

2. Pledge of Allegiance:

3. Roll Call:

Board Members in Attendance:

Carolyn Clark, Commissioner _____
Tony Gross, Mayor _____
Mike Hargis, Commissioner _____
Glenn Remick, Vice-Mayor _____
Bob Stohler, Commissioner _____

Staff in Attendance:

John Lawless, City Manager _____
Jamie Dupré, City Recorder _____
Martha Brooke Perry, City Attorney _____
Eugene Ivey, Police and Fire Chief _____
Brandy Miniati, Parks Director _____

4. Declaration of Quorum by Mayor

5. Motion to Approve the November 18, 2021 Public Hearing Meeting Minutes:

6. Motion to Approve the November 18, 2021 City Commission Meeting Minutes:

7. Motion to Approve the December 16, 2021 City Commission Meeting Agenda:

8. Announcements from Commissioners:

9. Community Input and Concerns:

10. Department Reports:

11. Legal Updates:

12. Unfinished Business:

- A. Motion to Rescind previously adopted Motion approving the obtaining of the 12 year loan and the 3 year loan for the purpose of clarifying loan amounts and separating into 2 separate loan groups the Multimodal and Safe Routes to Schools projects and the TAP Grant project.
- B. Motion to approve Resolution 21-015 – Authorizing the issuance of interest bearing transportation improvement capital outlay note from the Tennessee Municipal Bond Fund in an amount not to exceed \$370,000 attributable to the Town for the Multimodal and Safe Routes to Schools grant projects at the interest rate of 2.25%, authorizing the Mayor to execute the Capital Outlay Note and other loan and closing docs, and approving the expenditure of the closing costs related to the loan, not to exceed \$500.00.
- C. Motion to approve Resolution 21-016 – Authorizing the issuance of interest bearing transportation improvement capital outlay note from the Tennessee Municipal Bond Fund in an amount not to exceed \$997,000 attributable to the Town for the Multimodal and Safe Routes to Schools grant projects at the interest rate of 1.83%, authorizing the Mayor to execute the Capital Outlay Note and other loan and closing docs, and approving the expenditure of the closing costs related to the loan, not to exceed \$500.00.

13. New Business:

- A. First reading of Ordinance 21-013 - Amending Ordinance 21-006 - 2021-2022 Budget.
- B. Discussion and staff direction for spring 2022 road paving projects.
- C. Discussion on codes enforcement appeals process. Sponsored by Commissioner Clark.
- D. Discussion on proposal of Town sponsored chipping/brush removal services. Sponsored by Commissioner Clark.

14. Surplus:

- None.

15. Other (For Discussion Only):**16. Reminders:**

- City Hall will be closed Friday afternoon, December 17th for staff luncheon and meeting.
- City Hall will be closed Friday, December 24th and Monday, December 27th for Christmas Holiday, and Friday, December 31st for New Years Day Holiday.

17. Adjourn the Meeting:

Motion to adjourn the meeting.

Francis A. Gross, III
Mayor

Jamie Dupré
City Recorder



**Kingston Springs Board of Commissioners
November 18, 2021 Public Hearing Meeting Minutes**

A. Call to Order:

The meeting was called to order by Mayor Gross at 6:59 p.m.

B. Open Public Comments on Ordinance 21-012 – Amending Ordinance 21-006 and accepting a budget amendment for the July 1, 2021 through June 30, 2022 Fiscal Year.

No comment.

C. Adjournment

Mayor Gross adjourned the meeting at 7:00 p.m.

Francis A. Gross, III
Mayor

Jamie Dupré
City Recorder



**Kingston Springs Board of Commissioners
Regular Business Meeting Minutes
November 18, 2021**

1. Call to Order:

The meeting was called to order by Mayor Gross at 7:00 p.m.

2. Pledge of Allegiance:

3. Roll Call:

Board Members in Attendance:

Carolyn Clark, Commissioner	Present
Josh Eatherly, Commissioner	Present
Tony Gross, Mayor	Present
Mike Hargis, Commissioner	Present
Glenn Remick, Vice-Mayor	Present

Staff in Attendance:

John Lawless, City Manager	Present
Jamie Dupré, City Recorder	Present
Martha Brooke Perry, City Attorney	Present
Eugene Ivey, Police and Fire Chief	Present
Brandy Miniati, Parks Director	Present
Kellie Reed, Finance Director	Present

4. Declaration of Quorum by Mayor

Mayor Gross declared a quorum.

5. Motion to Approve the October 21, 2021 Public Hearing Meeting Minutes

Motion to Approve the October 21, 2021 Public Hearing Meeting Minutes made by Commissioner Hargis, with a second by Vice-Mayor Remick. Motion passed.

6. Motion to Approve the October 21, 2021 City Commission Meeting Minutes:

Motion to Approve the October 21, 2021 City Commission Meeting Minutes made by Commissioner Eatherly, with a second by Commissioner Hargis. Motion passed.

7. **Motion to Approve the November 18, 2021 City Commission Meeting Agenda:**

Mayor Gross indicated a KitchenAid Refrigerator was to be added to the surplus list. Motion to Approve the November 18, 2021 City Commission Meeting Agenda as amended made by Vice-Mayor Remick, with a second by Commissioner Clark. Motion passed.

8. **Announcements from Commissioners:**

Commissioner Clark reported that rumble strips have been added to East Kingston Springs Road and striping has been done on Fairview-Kingston Springs Road. She learned that Kingston Road in Fairview is slated for repaving and restriping in the near future.

Commissioner Eatherly announced that his family was purchasing a new home outside of the city limits, and this would be his last meeting as commissioner.

9. **Community Input and Concerns:**

There was no one to speak in person, but Commissioner Clark read an email from Kim Tierney, 925 Mt. Pleasant Road, requesting that speed limit not be raised on Mt. Pleasant Road.

10. **Department Reports:**

City Manager Lawless said that pre-construction meetings for Multimodal and Safe Routes to School were held. Tentative start dates are December 1 for Multimodal with tentative end date of April 30, and tentative start date of December 5 for Safe Routes to School with a tentative end date of May 5. Both projects will take approximately 150 days and will run concurrently.

City Manager Lawless said South Harpeth Road Bridge over Brush Creek is not on TDOT's December letting. TDOT lets bids every other month. Hopefully it will be on the February 2022 letting.

Lawless said the Splash Pad expansion should be completed in the middle of December. He thanked Parks Director Miniatt for spearheading efforts and working with contractors. Commissioner Hargis suggested having a grand opening for the splash pad and inviting manager of the Golf Club of Tennessee, the Jake Owen Foundation, and get elementary school involved. Parks Director Miniatt said a ribbon cutting is planned for Memorial Day weekend. Commissioner Clark asked about fees. Miniatt said this would be discussed at budget retreat. She said there is a list of things for splash pad that need to be discussed.

11. **Legal Updates:**

City Attorney Perry reported that the TN General Assembly has prohibited vaccination mandates, unless an exemption has been requested showing you will lose federal funds if you didn't comply. Numerous states have initiated law suits. The Sixth Circuit of Appeals in Tennessee will hear law suits. She will keep board posted on outcome.

12. Unfinished Business:

A. Second Reading of Ordinance 21-012 – Amending Ordinance 21-006 – 2021-2022 Budget.

Motion to approve Ordinance 21-012 – Amending Ordinance 21-006 – 2021-2022 Budget made by Vice-Mayor Remick, with a second by Commissioner Eatherly. Roll call vote was held with Commissioner Clark voting yes, Commissioner Eatherly voting yes, Mayor Gross voting yes, Commissioner Hargis voting yes, and Vice-Mayor Remick voting yes. Motion passed.

13. New Business:

A. Continue discussion of traffic speed mitigation in the Town of Kingston Springs and direction for staff moving forward.

Mayor Gross asked retired TDOT traffic engineer and Kingston Springs resident, Pete Hiatt to review the staff recommendations for speed mitigation. Mr. Hiatt said that consistency with two speed limits was good, but he suggested adding a third speed limit:

- 35 mph for main arteries like state highways (East/West Kingston Springs Road)
- 30 mph for collector streets such as Mt. Pleasant, Harpeth View Trail and CC Road
- 20 mph for local roads

Mr. Hiatt suggested traffic calming measures such as radar signs, landscaping and 4-way stop signs for collector streets. More speed limit signage is needed across the town. He said consistency helps with compliance.

Chief Ivey reported results from the radar trailer placed on Mt. Pleasant. During the 24-hour period, 1532 cars traveled past the trailer. The highest speed on Mt. Pleasant was 49 mph. Of the cars that traveled during these 24 hours, the following results were seen:

868 cars (56%)	35 mph and under
551 cars (36%)	36-40 mph
115 cars (7.5%)	41-45 mph
8 cars (.5%)	46-50 mph

Chief Ivey felt that signage was a bigger issue. It was noted that the speed feedback signs cost \$3500. Mayor Gross said that consistency, better signage and the three recommended speed limits were needed in an ordinance. Mr. Hiatt said school zone speed limits need to be included. Staff will work on an ordinance as well as outlining locations for additional speed limit signage.

B. Discussion of speed limit signage on SR249 (East Kingston Springs Road). Sponsored by Commissioner Clark.

Commissioner Clark wrote to TDOT regarding speed limit signage on SR249, and was told that the Town has jurisdiction to place speed limit signs on SR249. TDOT preferred speed feedback signs. This initiative will be included in the staff outline for additional speed limit signage.

C. Approval of Second South Cheatham Utility District to refund secondary meters in the amount of \$14,510.73.

Motion to approve Second South Cheatham Utility District to refund secondary meters in the amount of \$14,510.73 made by Vice-Mayor Remick with a second by Commissioner Eatherly. Motion passed. Commissioner Hargis has a secondary meter and abstained from the vote.

D. Approval of gravel donation from Mr. Hall, 209 Acorn Court, Kingston Springs.

Mr. Hall is donating gravel from his property which the Town can remove from his yard and use. City Attorney Perry said we should have in writing that Mr. Hall gives his permission to allow the Town to remove the gravel from his property. Motion to approve the gravel donation from Mr. Hall, 209 Acorn Court, Kingston Springs made by Vice-Mayor Remick, with a second by Commissioner Clark. Motion passed.

E. Discussion and approval of grant funding option for Multimodal, Safe Routes to School, and Transportation Alternative Program (TAP) grants.

City Manager Lawless said that the expenses for the Multimodal and Safe Routes have been set. However, TAP has not gone to bid yet, and expense is a best estimate. City Manager Lawless and Finance Director Reed presented three options for financing grants:

- 1) Town pays all expenses from General Fund balance and is reimbursed for the State's portion.
- 2) Town pays its portion from General Fund balance and finance the State's portion through Capital Outlay Notes, either 3, 5 or 12 years (to be reimbursed).
- 3) Finance both the Town's and State's portions with a Capital Outlay Note.

Commissioner Hargis asked why finance TDOT's portion for either 3, 5, or 12 years when the project has a 6-month window of completion. Finance Director Reed said that we have to pay Town's portion and State's portion first and then submit a reimbursement request, and the Town's money will be tied up until reimbursed. Commissioner Hargis said then the only reason to finance State's portion is to have cash flow and protect the reserve. There are a lot of things we don't know. Right now, we have spent 30+ % of total budget and received about 15% of revenue. We don't know what the property tax revenue is going to be, we don't know what sales tax will be, and we are looking at a bigger budget next year. We've overspent revenues already this year, and we won't know until end of year if what we authorized in the budget covers what has been spent. The reserve fund is there in case those two numbers don't match, and often they don't. Commissioner Hargis said he was okay doing a short-term note for State's portion at a maximum of one year. Gross agreed with Hargis about the uncertainty, saying we don't know what the TAP numbers will be.

Commissioner Hargis said if the TAP numbers were \$50,000 over estimate, then that portion could come from fund balance. That is still preserving cash. Reed said the shortest term for a Capital Outlay Note is three years, but we would not be penalized for paying early, although we would have to pay interest for one year. Commissioner Hargis motioned that the Town obtain a 12-year Capital Outlay Note to finance the Town's portion of the grants, and a 3-year Capital Outlay Note, to be paid off in a year, to finance the State's portion of the grants. Commissioner Eatherly seconded the motion. Roll call vote was held with Commissioner Clark voting yes, Commissioner Eatherly voting yes, Mayor Gross voting yes, Commissioner Hargis voting yes, and Vice-Mayor Remick voting yes. Motion passed.

14. Surplus:

- Police Department - .40 Caliber Ammunition – to be traded for 9MM Ammunition.
- Fire Department – KitchenAid Refrigerator (KFIS25XVMSZ, serial # KY4956901) – recycle/discard.

Motion to trade ammunition made by Vice-Mayor Remick, with a second by Commissioner Eatherly. Motion passed. Motion to discard refrigerator made by Vice-Mayor Remick, with a second by Commissioner Hargis. Motion passed.

15. Other (For Discussion Only):

Commissioner Eatherly thanked town staff and his fellow commissioners, saying he had learned so much serving as a commissioner. It has been very rewarding.

There was discussion of a replacement for Commissioner Eatherly. Mayor Gross said he wanted to appoint someone to fill the remainder of Commissioner Eatherly's term on the Board of Commissioners and the Planning Commission, and recommended Bob Stohler. City Attorney Perry reviewed requirements and said there must be a vacancy first before the position can be filled. Commissioner Eatherly would need to resign. The position must be filled within 90 days and if not, then an election must be held. Commissioner Eatherly wrote a resignation letter effective November 18, 2021 at 8:24 p.m. Mayor Gross declared a vacancy on the Board. Commissioner Hargis nominated Bob Stohler to fill Commissioner Eatherly's unexpired term, with a second by Vice-Mayor Remick. Roll call vote was held with Commissioner Clark voting yes, Mayor Gross voting yes, Commissioner Hargis voting yes, and Vice-Mayor Remick voting yes. Motion passed.

City Manager Lawless was asked if Lundy Cupp sculpture will be ready for the December 2 tree lighting at the library. Lawless said there was a possibility, but probably not.

Commissioner Clark asked about striping on Ridgecrest Drive. City Manager Lawless said he spoke with a representative from Tennessee Valley Paving, and it will cost approximately

\$3,500. Cost could be reduced if combined with other projects in town. Town staff will see what areas are in need of striping and combine them to get a better price.

16. Reminders:

- City Hall will be closed Thursday, November 25th and Friday, November 26th for Thanksgiving Holidays.
- Library tree lighting, Thursday, December 2nd
- Christmas Event in Burns Park Sunday, December 12th

17. Adjourn the Meeting:

Motion to adjourn the meeting made by Vice-Mayor Remick, with a second by Commissioner Clark. Motion passed. Meeting adjourned at 8:26 pm.

Francis A. Gross, III
Mayor

Jamie Dupré
City Recorder

RESOLUTION NO 21-015

RESOLUTION OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING TRANSPORTATION IMPROVEMENTS CAPITAL OUTLAY NOTES, IN AN AMOUNT NOT TO EXCEED \$370,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the Board of Commissioners (the "Board"), of the Town of Kingston Springs, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of financing the Town's share of the costs of sidewalks within the Town, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto (the "Project");

WHEREAS, the Town estimates that the economic life of the Project is at least twelve (12) years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of the Division of Local Government Finance:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Kingston Springs, Tennessee, as follows:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$370,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "Transportation Improvements Capital Outlay Notes", with an appropriate series designation. The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2.50% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the twelfth fiscal year following the fiscal year in which the notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic

payment of interest on the Notes, based on the outstanding principal amount of the Notes. The weighted average maturity of the Notes does not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be twelve years. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall be subject to redemption, in whole or in part, prior to maturity, at the option of the Municipality, upon thirty (30) calendar days written notice to the registered owner, at the price of par plus accrued interest to the date of redemption.

Section 5. Execution. The Notes shall be executed in the name of the Municipality and shall bear the manual signature of the Mayor and shall be countersigned by the Financial Director of the Municipality, with his or her manual signature. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The Financial Director of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note

duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the general debt service fund of the Municipality (the "Note Fund"), which is hereby authorized to be created, and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of the Division of Local Government Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of the Division of Local Government Finance, as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, Financial Director, Town Manager, Town Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the Director of the Division of Local Government Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par and accrued interest.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "Transportation Improvements Capital Outlay Notes Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 16. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2021 calendar year will be designated as "qualified tax-exempt obligations".

Section 17. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the

sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes

Section 19. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The Mayor, the Financial Director, the Town Manager, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in connection with the issuance of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a

Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 16th day of December, 2021.

Mayor Francis A. Gross III

ATTEST:

City Recorder Jamie Dupré

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, Kellie Reed, hereby certify that I am the duly qualified and acting Financial Director of the Town of Kingston Springs, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said Municipality held on December 16, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$370,000 Transportation Improvements Capital Outlay Notes, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of December, 2021.

Financial Director

(SEAL)

EXHIBIT A - FORM OF NOTE

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
TOWN OF KINGSTON SPRINGS
TRANSPORTATION IMPROVEMENTS CAPITAL OUTLAY NOTE,
SERIES _____

Registered Owner:

Principal Amount:

THE TOWN OF KINGSTON SPRINGS, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates, unless this Note shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2022, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Financial Director maintained at the Town Hall, Kingston Springs, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "Transportation Improvements Capital Outlay Notes, Series _____" (the "Notes"), issued by the Municipality in the principal amount of \$370,000. The Notes which are issued for the purpose of financing certain public works projects, consisting financing the Town's share of the costs of sidewalks for the Town, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and

engineering costs incident thereto, are authorized by an appropriate resolution of the Board of Commissioners and particularly that certain Resolution of the Board of Commissioners adopted on December 16, 2021, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the Financial Director of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof in person or by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemption, in whole or in part, prior to maturity, at the option of the Municipality, upon thirty (30) calendar days written notice to the Registered Owner, at the price of par plus accrued interest to the date of redemption.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF COMMISSIONERS OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the Financial Director, all as of _____, 2021.

RESOLUTION NO 21-016

RESOLUTION OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES, IN AN AMOUNT NOT TO EXCEED \$997,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the Board of Commissioners (the "Board"), of the Town of Kingston Springs, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to provide interim financing for the costs of sidewalks within the Town prior to receiving reimbursement from grant proceeds from State grants, a Multi-Modal and Safe Routes to School, which have been awarded to the Town (the "Project");

WHEREAS, the Town estimates that the economic life of the Project is at least twelve (12) years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of the Division of Local Government Finance:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Kingston Springs, Tennessee, as follows:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$997,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes", with an appropriate series designation. The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the third fiscal year following the fiscal year in which the notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding principal amount of the Notes. The weighted average

maturity of the Notes does not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be twelve years. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall be subject to redemption, in whole or in part, prior to maturity, at the option of the Municipality, upon thirty (30) calendar days written notice to the registered owner, at the price of par plus accrued interest to the date of redemption.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor and shall be countersigned by the Financial Director of the Municipality (the "Financial Director"), with his or her manual signature. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The Financial Director of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges

hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the general debt service fund of the Municipality (the "Note Fund"), which is hereby authorized to be created, and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of the Division of Local Government Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of the Division of Local Government Finance, as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, Financial Director, Town Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the Director of the Division of Local Government Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by negotiated sale at a price of not less than par and accrued interest.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 16. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2021 calendar year will be designated as "qualified tax-exempt obligations".

Section 17. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the

sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes

Section 19. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The Mayor, the Financial Director, the Town Manager, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in connection with the issuance of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a

Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 16th day of December, 2021.

Mayor Francis A. Gross III

ATTEST:

City Recorder Jamie Dupré

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, Kellie Reed, hereby certify that I am the duly qualified and acting Financial Director of the Town of Kingston Springs, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said Municipality held on December 16, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$997,000 General Obligation Capital Outlay Notes, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of December, 2021.

Financial Director

(SEAL)

EXHIBIT A - FORM OF NOTE

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
TOWN OF KINGSTON SPRINGS
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES _____

Registered Owner:

Principal Amount:

THE TOWN OF KINGSTON SPRINGS, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates, unless this Note shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2022, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Financial Director maintained at the Town Hall, Kingston Springs, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series _____" (the "Notes"), issued by the Municipality in the principal amount of \$997,000. The Notes which are issued for the purpose of providing interim financing for the costs of sidewalks within the Town prior to receiving reimbursement from grant proceeds from two State grants, a Multi-Modal and Safe Routes to School, which have been awarded to the Town, are authorized by an appropriate resolution of the Board of

Commissioners and particularly that certain Resolution of the Board of Commissioners, adopted on December 16, 2021, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the Financial Director of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof in person or by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemption, in whole or in part, prior to maturity, at the option of the Municipality, upon thirty (30) calendar days written notice to the Registered Owner, at the price of par plus accrued interest to the date of redemption.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF COMMISSIONERS OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the Financial Director, all as of _____, 2021.

ORDINANCE #21-013

AN ORDINANCE BY THE KINGSTON SPRINGS BOARD OF COMMISSIONERS TO ACCEPT A BUDGET AMENDMENT FOR THE 2021-2022 FISCAL YEAR

WHEREAS, the Board of Commissioners hereby appropriates \$18,250 out of the fund balance to the parks budget for the purpose of flood debris clean up; and,

WHEREAS, insurance recovery reimbursements have been recieved by the Town totaling \$20,584. As such the Board of Commissioners wishes to appropriate these monies as follows: \$9,692 to the sewer fund and \$10,892 in to the general fund (\$5,482 to the parks department, \$428 to the highways and streets department, \$1,517 to the fire department, and \$3,465 to the police department); and,

WHEREAS, a contribution of \$707.00 has been received from Reliant Bank for the purpose of paying toward the senior luncheon. As such the Board of Commissioners appropriate these funds to the parks department; and,

WHEREAS, the Board of Commissioners wishes to appropriate \$15,720 to the police department received for surplus items as follows: \$10,620 from sale of firearms and \$5,100 for the sale of the 2004 Ford Expedition; and,

WHEREAS, the Town has been awarded the Public Entity Partners "Driver Safety" Grant in the amount of \$1,000. Furthermore, the Board of Commissioners wishes to appropriate these grant funds to the highways and streets department; and,

WHEREAS, the Town has been awarded the Public Entity Partners "Property Conservation" Grant in the amount of \$2,500. Furthermore, the Board of Commissioners wishes to appropriate additional funds of \$1,500 for this grant to the parks department for security cameras; and,

WHEREAS, the Board of Commissioners wishes to appropriate \$404,569 from the American Rescue Plan Act funds received to the Sewer Fund.

NOW THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Town of Kingston Springs, Tennessee that this ordinance shall become effective 15 days after final passage the public welfare requiring it.

Section 1: *A budget amendment consisting of the available revenues be adopted:*

	<u>Beginning Budget</u>	<u>Ending Budget Anticipated</u>
	<u>Anticipated Revenues</u>	<u>Revenues</u>
General Fund	\$4,772,212.00	\$4,802,031.00
Sewer Fund	\$481,095.00	\$895,356.00

Section 2: A budget amendment consisting of the following appropriations be adopted:

	<u>Beginning Departmental</u>	<u>Ending Departmental</u>
General Fund	<u>Budget</u>	<u>Budget</u>
Police Department	\$717,136.00	\$736,321.00
Fire Protection and Control	\$256,731.00	\$258,248.00
Highways and Streets	\$539,668.00	\$541,096.00
Parks Department	\$644,956.00	\$670,895.00
Sewer Fund		
Sewer Department	\$825,763.00	\$1,240,024.00

First Reading: December 16, 2021
Public Hearing: _____
Second Reading: _____

Attest:

Mayor Francis A. Gross III.

City Recorder Jamie Dupre'

Potential Paving Options – Spring 2022

Available Funding:

\$145,000.00 – Paving Line Item

\$56,943.00 – Street Aid

\$201,943.00 – TOTAL



OPTION 1 - Burns Park Parking Lot Includes Parking Lot and Walking Track

- Approximately 62,400 feet of parking lot area
- 10x20 parking spaces striped – 184 spaces
- Approximately 550 linear feet of additional driveway lanes – 20 feet in width, not striped.
- Approximately 3,000 linear feet of walking trail – 10-foot width.

Estimated TOTAL: \$171,043.95
(see Collier cost estimate attached)



OPTION 2 – Mt. Pleasant Road Between Merry Log and Downtown

- Approximately 5,050 feet of 2-lane roadway
- Double yellow stripe down the center for the full length
- White stripes on each side

Estimated TOTAL: \$173,891.03
(see Collier cost estimate attached)

Potential add-ons would be paving of bridge over I-40 at Mt. Pleasant and CC Road as well as striping on Ridgecrest Drive and other needed areas.

OPINION OF PROBABLE CONSTRUCTION COST - ESTIMATE SHEET

BURNS PARK - PARKING LOT - PAVING PROJECT - OPTION 1

COUNTY Cheatham ROUTE NO. _____ DATE 12/09/21 SHEET NO. 1 OF 1

STATE PROJECT NO. _____ TYPE Annual Paving Project ROADWAY AREA (SQ. FT) 103,400

ESTIMATE PREPARED BY Jeffrey D. Stevens, P.E. TITLE Department Manager CHECKED BY Allison Davis, P.E.

PAVING ITEMS					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
208-01	SHOULDERS AND DITCHES	L.M.	0.2	\$1,200.00	\$240.00
307-01.15	ASC MIX (PG64-22) (BPMLC-HM) GRADING CS	TON	150	\$85.00	\$12,750.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2	\$650.00	\$1,300.00
411-01.10	ACS MIX, GRADING "D"	TON	950	\$95.00	\$90,250.00
712-01	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00
716-04.10	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	6	\$125.00	\$750.00
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	20	\$10.00	\$200.00
716-05.08	PAINTED PAVEMENT MARKING (PARKING LANE)	L.F.	9,200	\$3.00	\$27,600.00
SUB-TOTAL - PAVING					\$148,090.00
CONTIGENCY (10%)					\$14,809.00
TOTAL ESTIMATED PAVING COST					\$162,899.00
ENGINEERING FEE (5%)					\$8,144.95

FOOTNOTES:

- (1) UNIT PRICES ARE BASED ON TDOT AVERAGE BID PRICES
- (2) PROJECT AREA OF PARKING LOT IS APPROXIMATELY 62,400 SQ. FT - 575 TONS
- (3) PROJECT AREA OF ADDITIONAL DRIVEWAY LANE IS APPROXIMATELY 11,000 SQ. FT - 100 TONS
- (4) PROJECT AREA OF WALKING TRAIL IS APPROXIMATELY 30,000 SQ. FT - 275 TONS

OPINION OF PROBABLE CONSTRUCTION COST - ESTIMATE SHEET

MT. PLEASANT ROAD - PAVING PROJECT - OPTION 2

COUNTY Cheatham ROUTE NO. _____ DATE 12/09/21 SHEET NO. 1 OF 1
 STATE PROJECT NO. _____ TYPE Annual Paving Project ROADWAY LENGTH (FT) 5,050
 ESTIMATE PREPARED BY Jeffrey D. Stevens, P.E. TITLE Department Manager CHECKED BY Allison Davis, P.E.

PAVING ITEMS					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
208-01	SHOULDERS AND DITCHES	L.M.	1.9	\$1,200.00	\$2,280.00
307-01.15	ASC MIX (PG64-22) (BPMLC-HM) GRADING CS	TON	350	\$85.00	\$29,750.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2	\$650.00	\$1,300.00
411-01.10	ACS MIX, GRADING "D"	TON	1,025	\$95.00	\$97,375.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	100	\$10.00	\$1,000.00
712-01	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	3.85	\$1,000.00	\$3,850.00
SUB-TOTAL - PAVING					\$150,555.00
CONTIGENCY (10%)					\$15,055.50
TOTAL ESTIMATED PAVING COST					\$165,610.50
ENGINEERING FEE (5%)					\$8,280.53

FOOTNOTES:

- (1) USED 2 - 11' LANES OF TRAFFIC @ 22' WIDE FOR ESTIMATING.
- (2) USED 1.25 INCHES OF SURFACE OVERLAY. MILLED ASPHALT FOR ASPHALT TIE-INS AT EACH END OF THE PROJECT.
- (3) UNIT PRICES ARE BASED ON TDOT AVERAGE BID PRICES
- (4) LENGTH OF PROPOSED PAVING PROJECT IS APPROXIMATELY 0.96 MILE



CAROLYN M. CLARK, COMMISSIONER
 cclark@kingstonsprings-tn.gov
 (615) 952-9560

24 November 2021

John Lawless
 Kingston Spring City Manager
 396 Spring St.
 Kingston Springs, TN 37082

Re: Commission Meeting Agenda Item(s) – Codes Enforcement and Appeal Issues

Dear John:

In mid-August, I broached issues of concern regarding Codes Enforcement during a conference call with Martha Brooke Perry and Jennifer Noe. I then contacted you and Martha Brooke Perry via email on November 11, 2021 regarding these same issues. The additional research I've conducted since then has generated more material than could be reviewed and discussed in a phone call and any remediation would also need review and input from the full Commission.

- The first issue concerns deficiencies in the Code Violation notices/letters being sent out by the Codes Enforcement Official on behalf of the Town. [See copies of violation letters 200144 and 200137 attached as Exhibit A.](#)

These two letters, and we may be able to assume all letters sent to date, do not seem to be in compliance with our ordinances, specifically, Section 13-107(1)(e). The enforcement section contained in Chapter 1 of our Property Maintenance Regulations (Title 13) reflects that the written notice *shall* inform the property owner of the right to appeal the findings of the issuing officer to the municipal judge. [See excerpt attached as Exhibit B.](#)

In addition, the IPMC Codes which we have adopted (Notices and Orders Section 107.2(5)) also state that the written notice *shall* inform the property owner of the right to appeal. [See excerpt attached as Exhibit C.](#)

- The second issue concerns a need to amend our ordinances for accuracy since it appears that any initial appeal is not made to the municipal judge as currently reflected in Title 13. At a meeting I attended with Henry Patterson, he was told that he could file an appeal of the violation "with the judge" and Judge Maxey's name was invoked. When our Codes officials were asked about how such an appeal could be filed with the Court without an existing docket number, he was then advised he could "simply write 'I appeal'" on a piece of paper and give it to the Codes officer to effectuate an appeal.¹ [See sample of ordinance amendment for consideration attached as Exhibit D.](#)
- We may also want to consider having a Violation Appeals Form available for the public's usage. [See draft sample attached as Exhibit E.](#)
- How does Title 12 - Building, Utility, Etc. Codes, Chapter 3 reconcile with Title 13 – Property Maintenance Regulations, Chapter 1, Section 107 of our Municipal Codes? These two ordinances could be construed as contradictory in terms of an appeal process.
- If Title 12, Chapter 3 adopts and incorporates the 2015 IPCM Code which includes the above-references section regarding notification of appeal, how can Section 12.307(7) delete the Means of Appeal in its entirety? [See Title 12, Chapter 3 attached as Exhibit F.](#)

¹ When Mr. Patterson did just that based on this directive, he received a denial dated two days later and was then instructed that he could further appeal the finding to the Town's Board of Zoning Appeals if he so desired.

John Lawless
24 November 2021
Page 2

- Lastly, we should also consider that when a codes matter has been concluded by compliance, the property owner receives notice of such case closure.

The Town needs to ensure adequate due process in this regard as per the existing ordinances. Accordingly, the Commission should request that the notices of violation letters being sent out by our Codes Officials be updated and that our existing ordinances amended to more accurately reflect the appeals process as it exists in practice.

Thank you.

Sincerely,



Carolyn M. Clark

Enclosures: Exhibit A - *Violation letters 200144 and 200137*

 Exhibit B - Section 13-107(1)(e)

 Exhibit C - IPMC Notices and Orders Section 107.2(5)

 Exhibit D - Sample of amendment to Title 13, Chapter 1, Section 13-107

 Exhibit E - Sample Draft Violation Appeal Form

 Exhibit F - Title 12, Chapter 3

A.



Town of Kingston Springs
Building and Codes Department
P.O. Box 256
396 Spring Street
Kingston Springs, TN 37082
Office 615.952.2110 Ext 24

07/13/2021

rcud 19th

PATTERSON HENRY L
PO BOX 27
KINGSTON SPRINGS, TN 37082

Violation Notice Number: 200144
1081 PATTERSON DR

VIA USPS FIRST CLASS AND
CERTIFIED MAIL

PATTERSON HENRY L;

nothing attached

You have previously been alerted to a municipal code violation on your property by a yellow "courtesy card" left at your property (see attached), and the issue has not yet been resolved. This letter serves as follow-up to that notification that there is a violation of the code of ordinances of the Town of Kingston Springs, as well as the adopted 2015 International Property Maintenance Code, existing on your property located at 1081 PATTERSON DR, Kingston Springs, Tennessee 37082. The violation is described as follows:

108.1.3 Structure Unfit for Human Occupancy.

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Comments: Daughter of property owner is occupying a storage building as living quarters.

The property owner is directed to immediately remove the electrical connection and all furnishing from the storage building. Contact Code Official Mike Armstrong at 615-426-8558. Failure to comply will result in further enforcement action.

The property owner is elderly and in need of primary structure rehabilitation. Discussed with the City Manager and Mayor to determine if resources are available to assist the property owner. Mr. Patterson agreed to accept assistance with the principal residence repairs if available.

An inspection of the storage building revealed the unit had electricity, a bedroom, portable toilet in a segregated area, and contained evidence of continued occupation as living quarters.

Please be advised that you have until 07/30/2021 to address these matters and comply with the property maintenance code(s) listed to avoid a citation to Municipal Court. If additional time is needed, please contact Kingston Springs City Hall at 615-952-2110 to make arrangements.

listed

If you have not complied with the property maintenance code(s) listed by the above-mentioned date, or been granted additional time to comply, you may be cited to appear in Kingston Springs Municipal Court.

Sincerely,



Alan M. Armstrong
Codes Official
Town of Kingston Springs, TN
615-426-8556





**Town of Kingston Springs
Building and Codes Department
P.O. Box 256
396 Spring Street
Kingston Springs, TN 37082
Office 615.952.2110 Ext 24**

08/10/2021

SULLIVAN ANDY C
608 MT PLEASANT RD
KINGSTON SPGS, TN 37082

Violation Notice Number: 200137
608 MT PLEASANT RD

*VIA USPS FIRST CLASS AND
CERTIFIED MAIL*

SULLIVAN ANDY C;

You have previously been alerted to a municipal code violation on your property by a yellow "courtesy card" left at your property (see attached), and the issue has not yet been resolved. This letter serves as follow-up to that notification that there is a violation of the code of ordinances of the Town of Kingston Springs, as well as the adopted 2015 International Property Maintenance Code, existing on your property located at 608 MT PLEASANT RD, Kingston Springs, Tennessee 37082. The violation is described as follows:

108.1.4 Unlawful Structure

An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

Comments: Construction of a slab breaching adjacent property lines without a building permit in violation of Zoning Ordinance.

302.1 Sanitation

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

Comments: Car parts, inoperable vehicles, and equipment are scattered across the yard at 608 and 604 Mt. Pleasant Rd.

302.8 Motor vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Comments: Mr. Sullivan placed numerous inoperable vehicles on the property located at 604 Mt. Pleasant Rd. in violation of the court order issued by the circuit court on 19 September 2014. Location of the vehicles is a violation of the zoning ordinance for use within the R-1A district and city code regarding storage of inoperable vehicles.

Please be advised that you have until 08/20/2021 to address these matters and comply with the property maintenance code(s) listed to avoid a citation to Municipal Court. If additional time is needed, please contact Kingston Springs City Hall at 615-952-2110 to make arrangements.

~~If you have not complied with the property maintenance code(s) listed by the above-mentioned date, or been granted additional time to comply, you may be cited to appear in Kingston Springs Municipal Court.~~

Sincerely,

A handwritten signature in cursive script that reads "Alan M. Armstrong". The signature is written in black ink and is enclosed within a large, stylized circular flourish.

Alan M. Armstrong
Codes Official
Town of Kingston Springs, TN
615-426-8556



B.

applicable law which permits the town to proceed against an owner, tenant or occupant of property who has created, maintained, or permitted to be maintained on such property the growth of trees, vines, grass, weeds, underbrush and/or the accumulation of the debris, trash, litter, or garbage or any combination of the preceding elements, under its charter, any other provisions of this municipal code of ordinances or any other applicable law. (1996 Code, § 13-105, as amended by Ord. #17-006, Aug. 2017, and Ord. #20-012, Nov. 2020)

13-106. Health and sanitation nuisances. It shall be unlawful for any person to permit any premises owned, occupied, or controlled by him to become or remain in a filthy condition, or permit the use or occupation of same in such a manner as to create noxious or offensive smells and odors in connection therewith, or to allow the accumulation or creation of unwholesome and offensive matter or the breeding of flies, rodents, or other vermin on the premises to the menace of the public health or the annoyance of people residing within the vicinity. (1996 Code, § 13-106)

13-107. Enforcement. (1) Whenever the building inspector, codes enforcer, or city manager determines that there has been a violation of §§ 13-101--13-104 and § 13-106 of this title or has grounds to believe that a violation has occurred, notice of same shall be given to the owner and to the occupant of the property to remedy the prohibited condition. **Such notice shall:**

- (a) Be in writing.
- (b) Include a description of the real estate sufficient for identification.
- (c) Include a statement of the violation or violations and why the notice is being issued.
- (d) Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this section of the code.
- (e) **Inform the property owner or owner's authorized agent of the right to appeal the findings of the issuing officer to the municipal judge.**

Such notice shall be deemed to be properly served if a copy thereof is delivered personally; sent by certified or first-class mail addressed to the last known address of the intended recipient; or if the notice is returned showing that the letter was not delivered, a by posting a copy of the notice in a conspicuous place in or about the structure affected by such notice.

(2) In the event that the owner or occupant of the property shall fail or refuse to remedy the violation within the time prescribed within the aforesaid notice, then the building inspector, codes enforcer, or city manager may, in his or her discretion, issue a citation for same to municipal court or to a hearing

C.

**SECTION 107
NOTICES AND ORDERS**

(A)107.1 Notice to person responsible.

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3

(A)107.2 Form.

Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code
5. Inform the property owner or owner's authorized agent of the right to appeal
6. Include a statement of the right to file a lien in accordance with Section 106.3

(A)107.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is

1. Delivered personally.
2. Sent by certified or first-class mail addressed to the last known address, or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

(A)107.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

(A)107.5 Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

D.

13-107. Enforcement.

(1) Whenever the building inspector, codes enforcer, or city manager determines that there has been a violation of §§ 13-101--13-104 and § 13-106 of this title or has grounds to believe that a violation has occurred, notice of same shall be given to the owner and to the occupant of the property to remedy the prohibited condition. Such notice shall:

(a) Be in writing.

(b) Include a description of the real estate sufficient for identification.

(c) Include a statement of the violation or violations and why the notice is being issued.

(d) Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this section of the code.

Discussion item: Is 10 days "reasonable time?"

(e) ~~Inform the property owner or owner's authorized agent of the right to appeal the findings of the issuing officer to the municipal judge.~~ Such notice shall be deemed to be properly served if a copy thereof is delivered personally; sent by certified or first-class mail addressed to the last known address of the intended recipient; or if the notice is returned showing that the letter was not delivered, a by posting a copy of the notice in a conspicuous place in or about the structure affected by such notice.

Amendment by Clarification Discussion: Inform the property owner or owner's authorized agent of the right to appeal the findings of the issuing officer by filing the Town's Violation Appeals Form within 30 days. The appeal fee as well as information on how and where to obtain additional information regarding the appeal process.

Amendment by Addition Discussion: (2) In the event that the owner or occupant of the property complies with and/or remedies the prohibited condition and notifies the codes official within the prescribed time, the building inspector, codes enforcer, or city manager shall issue a written Notice of Closure and provide same to the property owner by certified or first-class mail.

(3) In the event that the owner or occupant of the property shall fail or refuse to remedy the violation within the time prescribed within the aforesaid notice, then the building inspector, codes enforcer, or city manager may, in his or her discretion, issue a citation for same to municipal court or to a hearing 13-5 before the administrative hearing officer pursuant to Tennessee Code Annotated, § 6-54-1001, et seq. as adopted locally in the Town of Kingston Springs Municipal Code, or may institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation. (Ord. #20-012, Nov. 2020)

E.

VIOLATION APPEAL FORM

It is the responsibility of the property owner to maintain their property in accordance with the Property Maintenance Regulations found in the Kingston Springs Municipal Codes and Ordinances and the 2015 International Property Maintenance Codes.

Instructions

If you have received a Notice of Violation related to Code Enforcement or Zoning violations, you have the right to appeal. Please read the description of the appeal below and complete this form and mail it (along with supporting documentation) to the Town of Kingston Springs, P.O. Box 256, Kingston Springs, TN 37082, Attn. Appeals) Appeals forms must be received within thirty (30) days of the date on the initial Notice of Violation.

Submittal Date: _____
Property Address: _____ _____
Complaint No. _____
Owner Name: _____
Mailing Address: _____
Contact Number: _____
Email Address: _____
Name of Representative/Attorney (if any): _____
Representative's Mailing Address: _____ _____
Email/Phone Number: _____

Violation Appeal

You should contact the inspector, as indicated in the Notice of Violation, if you have corrected the violation or to make arrangements to correct the violations including requesting additional time to remedy.

If you feel the City erred and either: a. Mailed the notice to the incorrect owner or; b. Noticed you but you have no blighted conditions or code enforcement violations on your property you must submit this form along with the reason you feel the City erred within 30 days from the date of the Notice of Violation. You must pay an administrative filing fee in the amount of \$25.00 at the time of submittal.

Should this matter progress to a hearing before the Board of Zoning Appeals, an additional fee of \$75.00 will be assessed.

Violation Appeal Owner Responsibilities

1. If you are appealing the Notice of Violation you must explain why you believe the City has erred in issuing the violation.
2. If you are filing an appeal after the 30-day deadline explain why your appeal is past the deadline and why it should still be considered. Failure to adequately explain timely filing may result in the appeal being summarily dismissed without a hearing.

F.

CHAPTER 3

PROPERTY MAINTENANCE CODE

SECTION

12-301. Property maintenance code adopted.

12-302. Local modifications.

12-302. Available in recorder's office.

12-303. Violations and penalty.

12-301. Property maintenance code adopted. Pursuant to the authority granted by *Tennessee Code Annotated*, §§ 6-54-501 through 6-54-510 and for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures, the *International Property Maintenance Code*,¹ 2015 edition, as prepared and adopted by the International Code Council, is hereby adopted and incorporated herein by reference as a part of this code, except as otherwise specifically stated in this chapter, and is hereinafter referred to as the "property maintenance code." (Ord. #20-011, Nov. 2020)

12-302. Local modifications. The following sections and appendices of the *International Property Maintenance Code*, 2015 edition, are hereby amended in the Town of Kingston Springs, as hereinafter provided:

(1) Definition of "Codes Official." Wherever the Property Maintenance Code refers to the "Codes Official," it shall mean the person appointed or designated by the City Manager to administer and enforce the provisions of this Section.

(2) Chapter 1, Scope and Administration: Section 101.1 Title. is hereby amended locally in the Town of Kingston Springs by inserting "Town of Kingston Springs" as the name of the jurisdiction.

(3) Chapter 1, Scope and Administration: Section 103.5 Fees. is hereby amended locally in the Town of Kingston Springs by deleting the section in its entirety with no replacement.

(4) Chapter 1, Scope and Administration: Section 106.3 Prosecution of violation. is hereby amended locally in the Town of Kingston Springs by deleting the section in its entirety and replacing with: "Prosecution of violation. Any

¹Copies of this code (and any amendments) may be purchased from the International Code Council, 900 Montclair Road, Birmingham, Alabama 35213.

person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor and of a violation of the Town Code. If the notice of violation is not complied with the Code Official may in his or her discretion institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate."

(5) Chapter 1, Scope and Administration: Section 106.4 Violation Penalties. is hereby amended locally in the Town of Kingston Springs by deleting the section in its entirety and replacing with: "Violation Penalties. Any person who shall violate a provision of this Code or fail to comply therewith or of any of the requirements thereof shall be prosecuted and may be penalized pursuant to the general penalty clause of the Town of Kingston Springs Municipal Code or Ordinances. Each day that violation continues after due notice has been served shall be deemed a separate offense regardless of whether an additional citation has been issued. Additionally, violators may in the discretion of the Town be subject to fines and penalties to be imposed by the Administrative Hearing Officer pursuant to *Tennessee Code Annotated*, § 6-54-1001 *et seq.* as adopted locally in the Town of Kingston Springs Municipal Code."

(6) Chapter 1, Scope and Administration: Section 109.6 Hearing. is hereby amended locally in the Town of Kingston Springs by deleting the last sentence in its entirety with no replacement.

(7) Chapter 1, Scope and Administration: Section 111 Means of Appeal. is hereby amended locally in the Town of Kingston Springs by deleting the section and all of its subsections in their entirety with no replacement.

(8) Chapter 1, Scope and Administration: Section 112.4 Failure to comply. is hereby amended locally in the Town of Kingston Springs by deleting the section in its entirety and replacing with: "Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law."

(9) Chapter 3, General Requirements: Section 302.4 Weeds. is hereby amended locally in the Town of Kingston Springs by inserting "twelve inches (12")" as the height to be inserted.

(10) Chapter 3, General Requirements: Section 304.14 Insect screens. is hereby amended locally in the Town of Kingston Springs by inserting "January 1 to December 31" as the dates to be inserted.

(11) Chapter 6, Mechanical and Electrical Requirements: Section 602.3 Heat supply. is hereby amended locally in the Town of Kingston Springs by inserting "January 1 to December 31" as the dates to be inserted.

(12) Chapter 6, Mechanical and Electrical Requirements: Section 602.4 Occupiable work spaces. is hereby amended locally in the Town of Kingston Springs by inserting "January 1 to December 31 " as the dates to be inserted. (Ord. #20-011, Nov. 2020)

12-303. Available in building and codes inspector's office. The Commission of the Town of Kingston Springs hereby declares that one (1) copy of the aforesaid code and revisions, as modified, has been filed with the recorder of the town for a period of fifteen (15) days prior to the passage of this chapter and that all public hearing and notice requirements in *Tennessee Code Annotated*, § 6-54-501 *et seq.* have been or will be met by the time of the final passage of this chapter. (Ord. #20-011, Nov. 2020)

12-304. Violations and penalty. Any person who shall violate a provision of this § 12-301 *et seq.* of the Town of Kingston Springs Municipal Code, adopting by reference the *International Property Maintenance Code*, 2015 edition, with local modifications, or fail to comply therewith or of any of the requirements thereof shall be prosecuted and may be penalized pursuant to the general penalty clause of the Town of Kingston Springs Municipal Code of Ordinances. Each day that violation continues after due notice has been served shall be deemed a separate offense regardless of whether an additional notice, order, or citation has been issued. Additionally, violators may in the discretion of the town be subject to fines and penalties to be imposed by the administrative hearing officer pursuant to *Tennessee Code Annotated*, § 6-54-1001 *et seq.* as adopted locally in the Town of Kingston Springs Municipal Code or may be subject to injunctive remedies in state or federal court as appropriate. (Ord. #20-011, Nov. 2020)

Proposal Title: The Town of Kingston Springs Chipping/Brush Removal Services

Statement: Most nearby towns and cities offer brush removal services to their residents. Pegram has schedule brush/limb pick-up service twice a year, Fairview has a chipper program for limbs and brush that runs from April through October¹, Brentwood has a once-a-month collection program, Forest Hills offers a once-a-month program, Mt. Juliet offers year-round routed service, Murfreesboro offers brush and limb² collection every two weeks, Nashville offers brush and yard waste collection four times a year on a rotation schedule along designated routes. LaVergne and Gallatin both have year-round programs. Dickson provides brush and leaf removal services. This type of service benefits *all* homeowners.

Synopsis of Goals: To provide our community with a service that a vast majority of surrounding cities and towns provide to their citizenry, keep our town kempt, and reduce the need for outdoor burn piles and thereby limit the resultant air pollution/emissions and also limit the possibility of extreme fire due to wind or unchecked smoldering. The town may also be able to work out a quid pro quo agreement with the provider so the Town could make use of the mulch for use on park trail paths, etc.

Project Sponsor and Community Representative: Commissioner Carolyn Clark (Kingston Springs Resident Cynthia Collins made the initial suggestion).

Overview

I spoke with a local provider familiar to the Town, Newcomb Tree Service, to get a rough idea of cost, time and logistics. It is estimated that a service could handle 40-50 homes in a day. The estimated cost would be around \$1800/day for equipment and personnel. A Monday or a Tuesday (or both depending on the number of residents who sign up) might be best --- giving residents the weekend to cut, pile and stack the brush for pick-up.

The service could be initially implemented on a day in mid-to-late May. If community response warrants, another date could be selected in late November. Pick-up of discarded Christmas trees may be another service to consider given the mulch it would provide. This is how Radnor Lake lines/fills its park pathways every year.

Summary

To offer this type of service to our residents would be a community service best practice in keeping with surrounding communities, most notably, our immediate neighbors of Pegram, Fairview and Dickson, and would no doubt be appreciated by the citizens. This would also be a great benefit to the environment given the anticipated reduction in the need for outdoor burning. This is especially true in any given year where we have undergone a prolonged drought period and also since so many of our homes are forested.

Kingston Springs offers many activities, but few services. In terms of the monetary expenditure, the community would be paying for this service by virtue of the property taxes we collect. As such, this service would represent tangible evidence of community tax dollars at work and would also represent the community investing in itself, individually and as a whole.

Dated this 6th day of December 2021.



¹ Fairview *also* offers leaf service which runs from the first Tuesday in November through the fourth Tuesday in March.

² Murfreesboro also offers a leaf pick-up and mulching service.

PROPOSAL – SAMPLE

On _____ May _____, 2022, the Town of Kingston Springs will provide curbside brush removal/chipping services to all single-family residential properties within the city limits of Kingston Springs that have frontage on a public street. This service is intended for routine yard maintenance.

The brush collection/chipper service will be managed on a routed basis. No specific time for pick up/collection for any one residence can be promised or set in advance as the brush collection/chipper service provider will configure a route most convenient for its purposes. Residents wishing to participate/take advantage of this service must contact the City Manager no less than two weeks prior to the above-scheduled pick-up date to reserve a slot and provide the address where services are being requested so route planning can be accomplished.

Normal operations are suspended when it is raining or snowing or in the event of a significant storm event that requires special response from the brush collection/chipper service.

The Town has adopted a set of rules that citizens are required to follow for proper placement of brush/chipper waste, size of trees and/or brush, and type of materials that are acceptable. Failure to fully comply with these rules will result in the material not being accepted for processing. These rules are stated as follows:

GUIDELINES AND RESTRICTIONS:

All brush should be piled at the front of the property by the road no later than _____, May _____ for pick-up on May _____, 2022. ***(The following is an amalgamation of guidelines from surrounding areas and would be subject to revisions and any necessary fine-tuning that the provider may request/require)***

- Material must be placed within 10 feet of the public roadway
- Maximum brush pile is 3 feet high and 10 feet square
- On pick up day, do not park a vehicle near the brush pile
- Cut/butt ends must be stacked in the same direction facing the road
- No branches/limbs larger than 4 -6 inches in diameter
- Branches/limbs must be less than 15 feet in length
- No items will be collected from outside sources. All brush must come from the owner's property; however, debris that is the byproduct of commercial cutting/trimming will not be accepted
- No building materials, metal or any other debris will be collected
- No vines or loose leaves will be accepted
- Brush intertwined with plastics will not be accepted
- Do not put lumber, household trash and other types of debris in your brush pile
- No root balls attached or separated from trees or brush will be accepted
- No metal or wire (fencing, electrical cable, etc.) will be accepted
- No lot clearing debris or whole trees will be accepted
- A professional company should be hired to remove larger volumes of material. Arrangements can be made with the City's service provider directly between the resident and the company to dispose of materials in excess of this policy. However, the resident may choose to use any service provider, not just the city contracted one.



Department Reports

Kingston Springs, Tennessee

December
2021



Monthly Departmental Update

December 2021

PARKS DEPARTMENT MONTHLY REPORT

Projects/Items Completed this Month:

- Christmas in the Park.

Projects/Items in the Works:

- New fountain for the dog park will be installed.
- Construction on the Splashpad.
 - Pump house will is $\frac{3}{4}$ complete. Will finish outside of building this month.
 - Plumbing has started and is in the process.
 - Electrical has started and waiting on transformer to be set.
 - Vortex will return to complete the project once all of the electrical, plumbing and pump house construction are complete.
 - Tentative finish date of end of December.

Other Notes:

Seniors will have bingo on the 1st & 3rd Monday at 10:00. Their Christmas lunch was recently held at the Activity Center.



Monthly Departmental Update

December 2021

POLICE/FIRE DEPARTMENT MONTHLY REPORT

Projects/Items Completed this Month:

Fire Department

- We've accepted two more new members to the department bringing our membership to 21 including 6 PSOs
- The Fire Department responded to 51 calls in November bringing the annual total for 2021 to 528 calls.
- Tanker 312 was repaired by Cheatham County EMA

Police Department

- Surplus Expedition sold on GovDeals for \$5100.00

Projects/Items in the Works:

Other Notes:

Kingston Springs Police Department
Monthly Report Worksheet

TYPE OF CALL	MONTH'S TOTAL
TRAFFIC CITATIONS ISSUED	24
MISDEMEANOR CITATIONS ISSUED	2
10-14 ESCORT	5
10-15 ARREST	2
10-17 SERVE WARRANT	1
10-27 BURGLARY	
10-42 ALARM	3
10-43 REQUEST FOR OFFICER / INVESTIGATION	82
10-43 MOTORIST / CITIZEN ASSIST	9
10-44 STOLEN VEHICLE	
10-45 VEHICLE CRASH (non-injury)	3
10-46 VEHICLE CRASH (with injuries)	3
10-49 DRIVING UNDER THE INFLUENCE	1
10-52 ROBBERY	
10-58 PUBLIC INTOXICATION	
10-59 FIGHT/ASSAULT	
10-62 DECEASED PERSON	
10-71 SCHOOL ZONE TRAFFIC	12
10-72 FIRE CALL	33
10-72b FIRE CALL (medical)	20
10-80 EXTRA PATROL	31
10-81 TRAFFIC STOP	67
10-82 MUTUAL AID	19
10-86 DOMESTIC ASSAULT	2 (1 verbal) 3 total
10-94 SUICIDE/ATTEMPTED SUICIDE	

Totals for November 2021



Kingston Springs Fire Department December 2021

Date Range November 1, 2021 – November 30, 2021

- 29 Provide Emergency Medical Care
- 5 Vehicle Crashes
- 4 Alarm activations
- 4 Natural Gas
- 3 Brush Fire
- 2 Controlled burn
- 2 Fire Investigation
- 1 Structure Fire
- 1 Rope Rescue



Monthly Departmental Update

December 2021

PUBLIC WORKS DEPARTMENT MONTHLY REPORT

Projects/Items Completed this Month:

- Put up Christmas lights on City Hall , Beck Building , Firehall and light poles .
- Leaf removal on Main Street
- Decorated Burns Park for Christmas
- Hauled more scrap off
- Dirt work at Splash pad
- Cleaned up trash from Burns Park work by river
- Dug power trench for Splash pad

Projects/Items in the Works:

- Christmas decorations for Park for December 12th event
- Dirt work around splash pad
- Finish concrete for library statue
- Tree trimming on Maple and Oak Street
- Bush hogging at Burns Park
- Leaf removal in ditches across town. This will be several week project
- Pour concrete for back-flow preventer at Burns Park

Other Notes: We are still waiting for the utility bed to be installed along with safety lights on the new Public Works Truck



Monthly Departmental Update

December 2021

WASTEWATER DEPARTMENT MONTHLY REPORT

Projects/Items Completed this Month:

- 9 Sewer calls
- 5 Septic tanks pumped
- 1 STEP tank repaired
- Received new Jetter.
- Received Aerator back from machine shop for lagoon 3.
- Met with Multimodal and Safe Routes to School members for preconstruction meetings.

Projects/Items in the Works:

- Began Industrial waste survey.
- Located all sewer lines for Acorn Court pump station for survey crews to record for new pump station build. Found 1 manhole and 2 cleanouts that were not recorded in the Towns map.
- Received update on new Pump station for Valley Drive should ship first or second week of January.
- Began filling Lagoons 2 and 3 should be back in service mid-December.
- Met with SCADA rep to obtain a better understanding what the Town needs and wants in SCADA system. Will begin the RFP process after further investigation.
- Met with IES about updating lighting in sewer lab.
- Working with Elite to install aerator into lagoon 3. Trying to get date scheduled for installation still at this time.
- Spoke with Elite about new Valley Drive Pumpstation install needs and bypass line at same location.

Other Notes:



RECEIVED
12/8/2021

Second South Cheatham Utility District

TOWN OF KINGSTON SPRINGS BILLING REGISTER SUMMARY

Billing Period
11/30/2021

Nov. 21 - Ending Balance	36,619.66
Add Penalties:	459.51
Adjustments:	-30.07
Less Payments:	-38,147.15
Unapplied cash payments	-434.35
Balance Forward:	-1,532.40
Sewer Billing (Sales):	39,617.86
Total Account Receivable:	38,085.46

COLLECTIONS STATEMENT

Collection Dates:	11/01/2021 - 11/30/2021
Collection Amount:	38,147.15
Unapplied Cash	434.35
Less 6.5%	2,507.80
Less Secondary Meter Credits	4,310.73
Amount Due	21,562.97

	Same Period Last Year	Current Period	Increase or Decrease
SALES	39,793.77	39,617.86	-0.4%
GALLONS	3949.8	3813.1	-3.5%

ADJUSTMENTS

Account Number	Description	Amount	Notes
0101-91290-001	Patricia Cook	-30.07	leak
	Total	-30.07	

Second South Cheatham

Code Summary Report

Cycle(s)	01 Cycle 1	Break Report Down	Print Totals Only
Customer Type(s)	All	Break Down AddOns By Service Type	
Service Type(s)	KS Sewer	Use Reading Factor	
Print Code Summary Report For	Historical Billing	Print Add On Usage	
		Include Inactive Services	
Account Number Range	All	Inactive Services To Include	Inactive Services With Arrears Shown In Billing
		Transaction Date Range	11/1/2021 To 11/30/2021

Service	Rate	Number		Charges	Arrears	Total	Usage	Adjustment Amount	Adjusted Total
		Active	Inactive						
KS Sewer	01 KS Sewer Usage	755	11	\$39,571.51	\$1,632.41	\$41,203.92	3,813,100		
	06 K.S. Sewer Only	3	0	\$46.35	\$0.00	\$46.35			
		758	11	\$39,617.86	\$1,632.41	\$41,250.27	3,813,100		
Penalty	11 KS Sewer Penalty	87	10	\$459.51	\$0.00	\$459.51			
		87	10	\$459.51	\$0.00	\$459.51			
Report Totals				\$40,077.37	\$1,632.41	\$41,709.78	3,813,100		

Second South Cheatham

Transaction Rate Summary

Company Division(s)	All	Batch Range	All
Cycle(s)	01 Cycle 1	Break Out Addons Per Service Type	
Customer Type(s)	All	Break Out Service Credit	
Service Type(s)	KS Sewer	Report Breakdown Level	Totals Only
Account Range	All		
Transaction Type	History		
Transaction Date Range	11/1/2021 To 11/30/2021		

Service Type	Rate Code	Adjustments	Payments	Deposit	Applied	Bad Debt	Applied Credit
				Receipts	Deposits	Writeoffs	
KS KS Sewer Usage	01	-\$30.07	-\$37,521.93	\$0.00	\$0.00	\$0.00	-\$469.19
KS K.S. Sewer Only	06	\$0.00	-\$46.35	\$0.00	\$0.00	\$0.00	\$0.00
Penalty KS Sewer Penalty	11	\$0.00	-\$578.87	\$0.00	\$0.00	\$0.00	\$0.00
KS - Svc Credit		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.84
All Routes Totals		-\$30.07	-\$38,147.15	\$0.00	\$0.00	\$0.00	-\$434.35