



City Commission

Kingston Springs, Tennessee

January 18, 2024

Meeting Packet



**Kingston Springs Board of Commissioners
Regular Business Meeting Agenda
January 18, 2024**

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 _____
Todd Verhoven, Commissioner _____

Staff in Attendance:

John Lawless, City Manager _____
Jamie Dupré, City Recorder _____
Tim Potter, City Attorney _____
Kellie Reed, Finance Director _____
Eugene Ivey, Public Safety Director _____
Brandy Miniati, Parks Director _____
Roger Parker, Public Works Director _____

4. Declaration of Quorum by Mayor

5. Motion to Approve the December 21, 2023, City Commission Meeting Minutes:

6. Motion to Approve the January 18, 2024, City Commission Meeting Agenda:

7. Announcements from Commissioners:

8. Community Input and Concerns:

9. Department Reports:

A. City Manager Updates on:

- Planning Commission Meeting Update
- Grant Updates (Multimodal, Safe Routes, TAP)
- Mast Lights / I40 Exit 188
- Acorn Court Pump station
- Lagoon Draining
- SCADA
- I&I Project Status
 - Austin Peay Progress
 - Local Mapping
 - Potential Starting Point

10. Legal Updates:

11. Unfinished Business:

A. None

12. New Business:

A. 2022-2023 Annual Financial Report – John Poole, CPA.

B. Discussion on concept idea of labyrinth installation in Town park space – KS resident Baker Giduz.

C. Approval of Interlocal Agreement with the Town of Pegram, Tennessee regarding the sharing of Building Inspector and Code Enforcement services.

D. Motion to approve First Reading of Ordinance 24-001 – Budget Amendment.

E. Discussion on potential installation of midblock crosswalk on the Luyben Hills Road/SR249 Corridor.

13. Surplus:

- Computer Monitor – Parks Department - Discard

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

- Registration for Spring Rec League Soccer is underway.

16. Adjourn the Meeting:

Motion to adjourn the meeting.

Francis A. Gross, III
Mayor

Jamie Dupré
City Recorder



**Kingston Springs Board of Commissioners
Regular Business Meeting Minutes
December 21, 2023**

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:

Carolyn Clark, Commissioner	Absent
Tony Gross, Mayor	Present
Mike Hargis, Commissioner	Present
Glenn Remick, Vice-Mayor	Present
Todd Verhoven, Commissioner	Present

Town Staff:

John Lawless, City Manager	Absent
Tim Potter, City Attorney	Absent
Kellie Reed, Finance Director	Present
Jamie Dupré, City Recorder	Present
Eugene Ivey, Public Safety Director	Present
Roger Parker, Public Works Director	Present
Brandy Miniati, Parks Director	Present

4. Declaration of Quorum by Mayor

Mayor Gross declared a quorum.

5. Approval of Agenda

A. Motion to Approve the December 21, 2023 City Commission Meeting Agenda:

Motion to Approve the December 21, 2023, City Commission Meeting Agenda made by Commissioner Verhoven, with a second by Commissioner Hargis. Motion passed.

6. Approval of Minutes

A. Motion to Approve the November 16, 2023, Public Hearing Meeting Minutes:

Motion to approve the November 16, 2023, Public Hearing Meeting minutes made by Commissioner Hargis, with a second by Commissioner Verhoven. Motion passed.

B. Motion to Approve the November 16, 2023, City Commission Meeting Minutes:

Motion to approve the November 16, 2023, City Commission Meeting Minutes made by Commissioner Hargis, with a second by Commissioner Verhoven. Motion passed.

7. Announcements from Commissioners:

Vice-Mayor Remick said Christmas in the Park was bigger and better than ever, and thanked staff for all their hard work putting it together.

Commissioner Verhoven thanked the Police Department and Officer Brandon Scruggs for going above and beyond on a recent arrest. He was very appreciative of all KSPD does. He noted that resident Ben Osborne had a stroke, and there is a Go Fund Me page set up for him.

Commissioner Hargis wished everyone a Merry Christmas.

Mayor Gross seconded the comments about Officer Scruggs and Christmas in the Park. He thanked staff for keeping the Christmas lights up after the event.

8. Community Input:

Bob Sanders, 225 Woodlands Dr. Sanders agreed with earlier comments by Commissioners. He asked about lights on interstate and Dickson Electric/lights out in town. He thanked Vice-Mayor Remick for his good efforts, Public Works Director Parker for his good work, and Parks Director Miniati for her work with the Senior Group. He congratulated Chief Ivey for an outstanding career, and wished everyone Merry Christmas.

9. City Manager Updates and Department Reports:

None.

10. City Attorney Updates:

None.

11. Old Business:

None.

12. New Business:

A. Secondary Meter Write-off from Second South Cheatham Utility District.

Motion to approve Secondary Meter Write-off from Second South Cheatham Utility District made by Vice-Mayor Remick, with a second from Commissioner Hargis. Motion passed.

B. Recognition of Chief Eugene Ivey: 30 years of service.

Mayor Gross recognized Chief Ivey for his 30 years of service. He said Ivey has done a great job, and has been a tremendous presence in Kingston Springs. Chief Ivey thanked commissioners and the citizens for taking care of Police Department. He said citizens are respectful and treat Police Department well.

13. Surplus Requests:

None.

14. Other (Discussion Only Items):

None.

15. Reminders:

- A. City Hall will be closed Monday, December 25, 2023 and Tuesday, December 26, 2023 for the Christmas Holiday.
- B. City Hall will be Closed Monday, January 1, 2024 for the New Year Holiday.
- C. City Hall will be closed Monday, January 15, 2024 for the Martin Luther King, Jr. Holiday.

16. Adjourn the Meeting:

Motion to adjourn meeting made by Vice-Mayor Remick, with a second by Commissioner Hargis. Motion passed, and meeting adjourned at 7:09 p.m.

Francis A. Gross, III
Mayor

Jamie Dupré
City Recorder



JASON E. MUMPOWER
Comptroller

January 9, 2024

Honorable Mayor and Board
Town of Kingston Springs
396 Spring Street
PO Box 256
Kingston Springs, TN 37082

Honorable Mayor and Board:

We have reviewed the annual financial report on the Town of Kingston Springs for the fiscal year ended June 30, 2023, as audited by John R. Poole, Certified Public Accountant. As a result, this report has been filed as part of the public records of the State of Tennessee.

If you need to contact our office, please call 615.401.7936 or email Lori.Cantrell@cot.tn.gov. You may also send a response to this letter to the Tennessee Comptroller of the Treasury Division of Local Government Audit, Cordell Hull Building, 4th Floor, 425 Rep. John Lewis Way N., Nashville, TN 37243.

Sincerely,

A handwritten signature in black ink that reads "Lori L. Cantrell".

Lori Cantrell
Contract Audit Review Specialist

1736

cc: John R. Poole
Certified Public Accountant
134 Northlake Drive
Hendersonville, TN 37075

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is entered into by and between the **Town of Pegram, Tennessee** ("Pegram") and the **Town of Kingston Springs, Tennessee**, ("Kingston Springs") as of this ____ day of January, 2024.

WITNESSETH:

WHEREAS, Pegram has hired an employee as a full-time position for a Building Inspector ("Building Inspector") to conduct codes and zoning enforcement building inspection, permit application and accompanying plan review, issuance of building permits and certificates of occupancy, and related services;

WHEREAS, Kingston Springs desires to utilize the services provided by the Building Inspector for efficiency and collaborative purposes to benefit both parties;

WHEREAS, Kingston Springs is willing to reimburse Pegram for the use of the Building Inspector for Kingston Springs codes and zoning enforcement, building inspection, permit application and accompanying plan review, issuance of building permits and certificates of occupancy, and related services, as defined herein;

WHEREAS, Pegram and Kingston Springs have determined that it is beneficial to its respective citizens to employ the Building Inspector and have the same utilized for codes and zoning enforcement, building inspection, permit application and accompanying plan review, issuance of building permits and certificates of occupancy, and related services for both jurisdictions;

WHEREAS, the Tennessee General Assembly has provided authority for such arrangements by public act to include, without limitation, the authority granted to counties and cities pursuant to Tenn. Code Ann. § 12-9-101, *et seq.*, known as the "Interlocal Cooperation Act."

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Pegram may from time-to-time employ a Building Inspector to provide codes and zoning enforcement, building inspection, permit application and accompanying plan review, issuance of building permits and certificates of occupancy, and other related services.

2. Pegram will be responsible for the payment of all compensation and benefits associated with the Building Inspector position and will be responsible for the

cost of any and all training and certifications and recertifications of the Building Inspector.

3. Pegram will supply to the Building Inspector any and all equipment necessary to perform the duties of the position.

4. During the term of this Agreement, Kingston Springs shall reimburse Pegram for one-half of all costs paid by Pegram for salary and taxes, etc. related thereto, benefits, equipment, fuel, training, fees, and certification and recertification costs, for the Building Inspector on a monthly basis for the use of the Building Inspector by Kingston Springs, as defined herein. Pegram shall submit an invoice to Kingston Springs by the 10th day of each month for costs expended by Pegram for the Building Inspector for the prior month, and Kingston Springs shall pay same in full within fourteen (14) days of receipt of said invoice. In the event this Agreement is terminated, Kingston Springs shall be responsible for reimbursing Pegram said amount on a pro-rated basis calculated from the date of termination. The parties acknowledge that from time to time, Pegram may increase the salary and/or benefits received by the Building Inspector, and Kingston Springs agrees to pay its proportional share of such increase. Pegram agrees that it will consult with Kingston Springs prior to any such increase.

5. The parties recognize that the Building Inspector will be dividing time between the two jurisdictions. It is anticipated that the Building Inspector will devote approximately fifty percent (50%) of the Building Inspector's time to Pegram and fifty percent (50%) to Kingston Springs. The parties recognize and understand that this division of time is not exact, and the parties covenant and agree to cooperate in good faith so as to allow the Building Inspector to complete the work of both parties.

6. The parties also recognize and agree that the Building Inspector will attend all Planning Commission meetings for Pegram and Kingston Springs. The parties shall make diligent efforts not to schedule any simultaneous Planning Commission meetings. In such an unlikely event, the Building Inspector will be expected to attend the Pegram Planning Commission meetings unless otherwise directed by Pegram.

7. The Building Inspector may also be asked to attend other meetings for the respective parties, including but not limited to governing body meetings, board of zoning appeal meetings, or other meetings as may be called by the respective parties. It is agreed and understood that meetings of Pegram shall take priority.

8. Pegram reserves all employer rights, including the right to hire or fire the Building Inspector position, however Pegram shall consult with Kingston Springs before any hiring or firing during the term of this Agreement.

9. Pegram and Kingston Springs each agree to comply with all applicable laws, rules, regulations, and procedures required of them in providing the services contemplated by this Agreement.

10. This Agreement shall be perpetual in nature, terminable by either party as defined in (11) hereinbelow.

11. Either party to this Agreement may terminate its participation in the cooperative effort described in this Agreement by giving written notice to the other at least one hundred twenty (120) days in advance.

12. The parties agree to maintain such insurance coverage as is necessary to cover acts and omissions of the Building Inspector while he or she is providing services on behalf of each respective party. Each party shall be and remain liable for its actions as well as the actions of the Building Inspector when the Building Inspector is acting on behalf of or performing services for the respective party. Further, each party shall be responsible for the defense of any claim that may arise from the actions or omissions of the Building Inspector occurring when the Building Inspector is acting on behalf of or as the agent of or performing services for the respective party. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

13. Further, as the Building Inspector will be the employee of Pegram, Pegram shall maintain worker's compensation insurance, and Kingston Springs shall reimburse Pegram for one half of the expense thereof. The parties further agree that Kingston Springs shall be liable for the payment of all claims of injury, death, or damage to the Building Inspector, and the defense thereof, that may arise while the Building Inspector is performing work on behalf of Kingston Springs.

14. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

15. All of the terms, conditions, covenants, agreements, warranties and representations contained herein not fully performed by any party hereto upon any termination or expiration of this Agreement shall survive such termination or expiration.

16. This Agreement is subject to the approval of the legislative body or governing board for each party to this Agreement.

17. This Agreement embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement. This Agreement may be modified only by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the Mayor for Pegram and the City Manager for Kingston Springs has executed this Agreement to be effective as of the date of the last to sign below.

TOWN OF PEGRAM:

**TOWN OF KINGSTON
SPRINGS:**

By: _____
John Louallen, Pegram Mayor

By: _____
John Lawless, City Manager

Date: _____

Date: _____

ORDINANCE # 24-001

AN ORDINANCE BY THE KINGSTON SPRINGS BOARD OF COMMISSIONERS TO ACCEPT A BUDGET AMENDMENT FOR THE 2023-2024 FISCAL YEAR.

WHEREAS, the Violent Crimes Intervention Fund Community Crime Prevention Grant has been awarded to the Police Department in the amount of \$63,830 for the purpose of purchasing body cameras, body armor kits, night vision optics head gear, a desktop computer, tasers and taser equipment. As such the Board of Commissioners wishes to amend the budget for the appropriation of this 100% funded grant; and,

WHEREAS, the Board of Commissioners has come to an agreement with the Town of Pegram in an effort to fund a position for Building Inspector and Codes Enforcement. With this agreement the town will be responsible for funding half of the cost of salary, benefits, liabilities, and materials for the position and therefore wishes to appropriate \$22,500 and amend the budget for the purpose of funding this position.

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 as follows:*

	<u>Beginning Budget</u>	<u>Ending Budget</u>
General Fund	<u>Anticipated Revenues</u>	<u>Anticipated Revenues</u>
	\$3,629,691	\$3,693,521

Section 2:

A budget amendment consisting of the following appropriations be adopted as follows:

	<u>Beginning Budget</u>	<u>Ending Budget</u>
General Fund	<u>Anticipated Revenues</u>	<u>Anticipated Revenues</u>
Codes Department	\$22,000	\$44,500
Police Department	\$852,420	\$916,250

First Reading: January 18, 2024

Public Hearing: February 15, 2024

Second Reading: February 15, 2024

Attest:

Mayor Francis A. Gross III.

City Recorder Jamie Dupre'

John Lawless

From: John Lawless
Sent: Thursday, January 4, 2024 1:47 PM
To: Carolyn Clark
Subject: RE: Luyben Hills Rd - Kingston Springs - Midblock crosswalk

Yes, I'll gather as much information as possible for the different costs that would be associated with this project.

John Lawless
City Manager
Town of Kingston Springs, Tennessee
<http://www.kingstonsprings.net/>
615 952 2110 ex.8
jlawless@kingstonsprings-tn.gov



From: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Sent: Tuesday, January 2, 2024 12:25 PM
To: John Lawless <jlawless@kingstonsprings-tn.gov>
Subject: Luyben Hills Rd - Kingston Springs - Midblock crosswalk

Happy New Year,

Are you going to follow-up with Zane prior to the BOC meeting so we have some sort of definitive information to consider re: the cost for simple road markings and a sign such as the crosswalk that exists on SR249 between the schools?

Thanks much.

Sincerely,

Carolyn M. Clark
City Commissioner Town of Kingston Springs, TN



(615) 952-9560 (land-line)
cclark@kingstonsprings-tn.gov

"There's no greater challenge and there is no greater honor than to be in public service." - Condoleezza Rice

From: John Lawless <jlawless@kingstonsprings-tn.gov>
Sent: Monday, December 18, 2023 10:22 AM
To: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Subject: RE: Luyben Hills Rd - Kingston Springs - Midblock crosswalk

Thank you for the information Carolyn, and this will be added as an agenda item to the Board's January 18, 2024 meeting for discussion on the Board's desire to move forward.

John Lawless
City Manager
Town of Kingston Springs, Tennessee
<http://www.kingstonsprings.net/>
615-952-2110 ex.8
jlawless@kingstonsprings-tn.gov



From: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Sent: Friday, December 15, 2023 11:14 AM
To: John Lawless <jlawless@kingstonsprings-tn.gov>
Subject: Luyben Hills Rd - Kingston Springs - Midblock crosswalk

Hi, John,

I know you said that you had previously reached out to Mr. Hester, so I followed up with him since it hadn't been resolved.

Below are conversations with Mr. Hester regarding the mid block crosswalk on Luyben - *good news as it meets requirements!*

I'll hand the torch back to you! Thanks.

Sincerely,

Carolyn M. Clark
City Commissioner Town of Kingston Springs, TN



(615) 952-9560 (land-line)
cclark@kingstonsprings-tn.gov

"There's no greater challenge and there is no greater honor than to be in public service." - Condoleezza Rice

From: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Sent: Friday, December 15, 2023 11:07 AM
To: Shane Hester <Shane.Hester@tn.gov>
Cc: Zane Pannell <Zane.Pannell@tn.gov>; Jason Quicksall <Jason.Quicksall@tn.gov>; John Lawless <jlawless@kingstonsprings-tn.gov>
Subject: Re: Luyben Hills Rd - Kingston Springs

Hello!

No apologies necessary - it's not like you all at TDOT don't have 528 things on your respective plates at all times!

This is great news - at this juncture, I will forward your response as well as the contact emails of Mssrs. Pannell and Quicksall to our City Manager John Lawless for further coordination and discussion as well as Commission involvement.

Thank you much for your time and consideration as well as your expertise.

Carolyn

Sincerely,

Carolyn M. Clark
City Commissioner Town of Kingston Springs, TN



(615) 952-9560 (land-line)
cclark@kingstonsprings-tn.gov

"There's no greater challenge and there is no greater honor than to be in public service." - Condoleezza Rice

From: Shane Hester <Shane.Hester@tn.gov>
Sent: Friday, December 15, 2023 10:29 AM
To: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Cc: Zane Pannell <Zane.Pannell@tn.gov>; Jason Quicksall <Jason.Quicksall@tn.gov>
Subject: RE: Luyben Hills Rd - Kingston Springs

Carolyn,

Sorry for just getting back to you. As mentioned previously, I had our ADA Office look to see if this location meets our guidance for a mid-block crossing and from our quick review, it does meet the criteria. Additionally, you can navigate to this link, [FHWA's Guide for Improving Pedestrian Safety at Uncontrolled Crossings](#), to better understand what is required. The AADT, Average Annual Daily Traffic per our counts at this location is 9,283 vehicles per day.

These type requests are typically routed through our Regional Traffic Offices, therefore I'm including Zane Pannell, our Region 3 Traffic Engineer. Since this is within TDOT ROW, you'll need to further coordinate your request with his office for the Town to be allowed to perform any such work.

In addition to what is required in the link I provided, there are low cost safety countermeasures that we may require.

I have spoken with Zane and he will be happy to continue this discussion. Please reach out to him regarding next steps.

Thank you,



Shane Hester, P.E. | Engineering Division Director

James K. Polk Building, 7th Floor

505 Deaderick St. Nashville, TN 37243

p. (615) 741-3574

Shane.Hester@tn.gov

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From: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Sent: Friday, December 15, 2023 8:29 AM
To: Shane Hester <Shane.Hester@tn.gov>
Subject: [EXTERNAL] Re: Luyben Hills Rd - Kingston Springs

Good morning,

There had been some discussion at one of our commission meetings as to whether TDOT would allow a crosswalk with minimal markings on a state route and I wanted to attach a photo of such a crosswalk that is in existence on SR 249 (on West Kingston Springs Rd) for your information and review.

Thanks much.

Sincerely,

Carolyn M. Clark

City Commissioner Town of Kingston Springs, TN



(615) 952-9560 (land-line)

cclark@kingstonsprings-tn.gov

"There's no greater challenge and there is no greater honor than to be in public service." - Condoleezza Rice

From: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Sent: Monday, December 4, 2023 2:10 PM
To: shane.hester@tn.gov <shane.hester@tn.gov>
Subject: Luyben Hills Rd - Kingston Springs

Hi, again,

Here is a copy of the MM Plan that was affixed as an exhibit to the 2021 Corridor Study. I also includes a still photos print-screened from Google on Luyben from I-40 up the hill to East Kingston Springs Rd (only crosswalk.).

Thanks!

Sincerely,

Carolyn M. Clark

City Commissioner Town of Kingston Springs, TN



(615) 952-9560 (land-line)

cclark@kingstonsprings-tn.gov

"There's no greater challenge and there is no greater honor than to be in public service." - Condoleezza Rice

From: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Sent: Monday, December 4, 2023 10:10 AM
To: Shane Hester <Shane.Hester@tn.gov>
Subject: Re: Luyben Hills Rd - Kingston Springs

Good morning!

Thanks for your quick response and referral!

A midblock crosswalk was not considered in the initial MM grant plans. Somewhere along the line, I read a 2017 TDOT Evaluation Report of the Grant Application overview which referred to a different area under consideration for a sidewalk: "A crosswalk will also be installed on the *southern end* of the project area to enable pedestrians safe access to businesses on the opposite side of the street." (This at the section right where the on and off ramps to I-40 are located and is uncontrolled, so that may be why that particular crosswalk was scrapped.) For the life of me, however, I cannot find a PDF copy of this report in my file folders.

In the appendices of the 2021 Gresham Corridor study, however, there is an attachment of the plan in Section G (page 151) which I hope suffices for your review purposes - I have it in a zip file and I will try to forward under separate cover.

Thanks again.

Sincerely,

Carolyn M. Clark

City Commissioner Town of Kingston Springs, TN



(615) 952-9560 (land-line)

cclark@kingstonsprings-tn.gov

"There's no greater challenge and there is no greater honor than to be in public service." - Condoleezza Rice

From: Shane Hester <Shane.Hester@tn.gov>
Sent: Monday, December 4, 2023 8:42 AM
To: Carolyn Clark <cclark@kingstonsprings-tn.gov>
Subject: RE: Luyben Hills Rd - Kingston Springs

Good morning Carloyn,

Thank you for your email. I'm going to have our ADA Coordinator and MultiModal Office look into this.

I do have a couple of questions though. Was a mid-block crossing not considered in the MM Grant project? And, would you happen to have the plans for the project, and if so, could you please send those to assist us in our review?

Thanks,



Shane Hester, P.E. | Engineering Division Director

James K. Polk Building, 7th Floor

505 Deaderick St. Nashville, TN 37243

p. (615) 741-3574

Shane.Hester@tn.gov

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From: Carolyn Clark <cclark@kingstonsprings-tn.gov>

Sent: Saturday, December 2, 2023 9:52 AM

To: Shane Hester <Shane.Hester@tn.gov>

Subject: [EXTERNAL] Luyben Hills Rd - Kingston Springs

***** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. *****

Dear Mr. Hester:

I know that you have spoken to our City Manager John Lawless about the possibility/feasibility of midblock crosswalk on Luyben Hills Rd. (SR249) here in Kingston Springs, but I understand that as yet, there has not been a definitive yes, no, or maybe in this regard from TDOT.

Although Luyben Hills Rd. is a State Route, the section at issue is about .38 miles long and functions as our main business corridor. It has a maximum speed limit of 30 mph. Given those factors, it seems that such any such crosswalk could be kept very simple - just painted white pavement markings and signage - and would not require signals or other special traffic control devices.

As I'm sure Mr. Lawless shared with you, there are many visitors to our town who stay in the two motels on the east side of Luyben Hills Rd. Folks who travel the roadway daily/frequently often see and have to stop for pedestrians crossing back and forth from these hotels to access El Jardin Mexican Restaurant, Mapco (now Circle K), the Harpeth Market or

the liquor store. While walking all the way to the marked crossing at the intersection of Luyben Hills and East Kingston Springs Rd. would be the preferred and safer method of crossing, we all know that as a rule, no one does this as pedestrians are going to take the shortest route possible which in this case is midblock. (See attached overhead photo).

In TDOTs *INSTRUCTIONAL BULLETIN NO. 22-05 Regarding Chapter 3 – Multimodal Pedestrian Crossings and Crosswalk Update*, Effective April 6, 2022, it states that "Midblock crossings are only legal crossings when crosswalk markings applied as defined by TN codes."

Lastly, an SR249 Corridor Study that was conducted by Gresham Smith in 2021 -- perhaps the traffic information would not be too stale to use for consideration of a such a simple marked crosswalk to help ensure pedestrian safety. (See attached). This study also has a good overhead photo on pp. 33 which depicts a graphic of the proposed sidewalks which as mentioned above, are now a reality thanks to the recent completion of a TDOT Multimodal Grant Project.

Thanks for your time.

Sincerely,

Carolyn M. Clark

City Commissioner Town of Kingston Springs, TN



(615) 952-9560 (land-line)

cclar@kingstonsprings-tn.gov

"There's no greater challenge and there is no greater honor than to be in public service." - Condoleezza Rice

RESOLUTION NO. 24-001

A RESOLUTION OF THE TOWN OF KINGSTON SPRINGS TO CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES

WHEREAS, a certain Professional Services Agreement for Planning Services (“Agreement”) was executed on November 16, 2023, by and between the Town of Kingston Springs and Plans & More, LLP (attached hereto and incorporated herein as Exhibit “A”); and

WHEREAS, Plans & More, LLP has subsequently requested to assign the Agreement to Plans & More, GP; and

WHEREAS, the proposed assignment will not disrupt or negatively impact the provision of planning services to the Town of Kingston Springs; and

WHEREAS, the Town finds and determines that the best interests of the Town of Kingston Springs and its citizens will be served by the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Kingston Springs, by the through the Mayor & Board of Commissioners, meeting in regular session this 24th day of January, 2024, in Kingston Springs, Tennessee, hereby adopts this Resolution, approving the proposed *Assignment of Professional Services Agreement for Planning Services* (attached hereto and incorporated herein as Exhibit “B”).

NOW, THEREFORE, BE IT FURTHER RESOLVED, that this Resolution shall take effect on January 24, 2024, the public welfare requiring it.

Duly passed and approved this 24th day of January, 2024.

APPROVED:

ATTEST:

Francis A. Gross, Mayor

Jamie Dupre, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

TIMOTHY V. POTTER, City Attorney

EXHIBIT “B”

ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES

This ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES (“**Assignment**”) is entered into by and between Plans & More, LLP, a Kentucky Limited Liability Partnership (“**Assignor**”) and Plans & More, GP, a Kentucky General Partnership (“**Assignee**”) on this 24th day of January, 2024.

WITNESSETH:

WHEREAS, a certain Professional Services Agreement for Planning Services (“**Agreement**”) was executed on November 16, 2023, by and between the Town of Kingston Springs, a municipality existing pursuant to the laws of the State of Tennessee (hereinafter, “**Kingston Springs**”) and Assignor.

WHEREAS, on January 30, 2020, Assignor was established as a Kentucky Limited Liability Partnership; and

WHEREAS, Assignee was subsequently established as a Kentucky General Partnership and has filed a Statement of Partnership Authority in Tennessee; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor’s rights and obligations under the Agreement; and

WHEREAS, subject to written consent of Kingston Springs, Assignor has the right under the Agreement to assign the Agreement to Assignee; and

WHEREAS, Kingston Springs has approved such Assignment as documented in Resolution No. _____, passed and approved on January 24, 2024 and attached hereto and incorporated herein as Exhibit “A”).

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, transfers, sets over, and conveys unto Assignee all of Assignor's rights, obligations, title, interest under the Agreement. Assignee agrees to be bound by all of the terms and conditions of the Agreement as if Assignee had been an original party to such Agreement and assumes and undertakes to perform all of the obligations and liabilities of Assignor under the Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed hereto by their duly authorized representatives, effective as of the date above first written.

Plans & More, LLP,
a Kentucky limited liability company

By: _____

Title: _____

Plans & More, GP,
a Kentucky general partnership

By: _____

Title: _____

PROPERTY DISPOSAL

(ONCE COMPLETED PLEASE GIVE TO THE CITY RECORDER)

DATE OF REQUEST 1/5/23

DEPARTMENT Parks

ITEM Comp. Monitor

HOW DISPOSED Broken

DISPOSAL DATE _____

SIGNATURE [Signature]



Department Reports

Kingston Springs, Tennessee

January

2024



Monthly Codes Report - Commission Packet

01/01/2023 - 12/31/2023

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200213	9/19/2023	116A Martin Ct	SEIDQI ABDUL	Anonymous Complainant	Owergrown lot and junk auto and debris	Open - Yellow Card
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200212	9/19/2023	300 Maple St	MCELROY ANITA RUTH	Anonymous Complainant	Overgrown lot and vines growing into and onto the house and roof.	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200211	9/19/2023	769 Mt Pleasant Rd	ASKEW HEATHER DORENE	Town Staff	Possible working without a permit	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200210	8/30/2023	129 E KINGSTON SPRINGS RD		Town Staff	WORK NONCOMPLIANT W/PERMIT - ZONING, GRADING, SITE PLAN NON COMPLIANCE	Violation Letter Issued

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200209	8/10/2023	255 Harpeth View Tr	MENDENHAL L ROBIN G		Grass not cut	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200208	7/26/2023	260 Maple Street	HARMON RYAN A	Resident/Other Complainant	Someone living in a camper at this address.	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200207	8/9/2023	254 Cedar Ct.	PRUITT JUSTIN C		Overgrown Lot	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200206	8/9/2023	260 Harpeth View Tr.	PRUITT JUSTIN C		Junk and debris in yard and possible remodel without a permit	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200205	7/30/2023	300 Maple St.	MCELROY ANITA RUTH	Town Staff	Overgrown vegetation throughout the yard and onto the house.	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200204	7/19/2023	276 Maple Street	IVEY HOWARD	Resident/Other Complainant	Junk automobiles in front and rear of home and yard maintenance	Open - Yellow Card

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200203	7/19/2023	268 Maple St.	LAMASTUS OLA MAI	Resident/Other Complainant	Junk Automobiles (truck) and Stagnant Pool	Open - Yellow Card
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200202	6/13/2023	320 Oak St	NORCROSS DEVIN T &	Town Staff	Chickens getting in neighbor's yard and not being contained properly	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200201	7/10/2023	201 Brookside Dr.	EDMUND MITTIE TOLE		Overgrown vegfitation	Open - Yellow Card
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200200	6/17/2023	552 Cunningham Ct	PERRI LOUIS	Resident/Other Complainant	Overgrown grass, schrubs, and tree limbs growing against the structure.	Violation Letter Issued
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200199	6/13/2023	561 Cunningham Ct.	SWINDLE CONNIE SUE	Resident/Other Complainant	Overgrown lot, excessive weeds around out building, debris to include old batteries, tires metal around storage building.	Abated/Closed (Green Card)

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200198	6/13/2023	320 Oak Street	NORCROSS DEVIN T &	Anonymous Complainant	Chickens not being contained	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200197	6/8/2023	552 Cunningham Ct	PERRI LOUIS		Overgrown grass and vegetation.	Abated/Closed (Green Card)

Activity

Comments	Follow-up Date	Completed Date	Status	Comments
	1/1/1900	1/1/1900	Assigned	

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200196	4/17/2023		COURTNEY SHAWN ETUX			
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200195	4/17/2023		COURTNEY SHAWN ETUX			
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200194	4/7/2023	584 Mt. Pleasant Rd	MOORE HOMES LLC	Town Staff	Dumpster overflowing and trash being blown onto other properties.	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200193	3/25/2023	342 West View Dr.	SCHWARTZ KELLY	Town Staff	Constructing a deck without a permit	Open - Yellow Card

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200192	3/25/2023	988 Timber Ridge	TYREE JOHN M	Town Staff	Constructing a deck without a permit	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200191	3/14/2023	560 Cunningham Ct	POND JOHN T JR	Resident/Other Complainant	Trash beside the home and burning trash at night	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200190	2/21/2023	211 Hillcrest Rd	ANCHORED CAPITOL, LLC	Town Staff	Household goods in front of home and in driveway due to eviction of residents. Overgrown vegetation throughout property.	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200189	3/12/2023	219 Redwood Ci	INFINIUM BUILDERS LLC	Town Staff	Overgrown vegetation on entire lot. Vines and plant growth invading structure. Structure in disrepair, appears to be vacant. Trash and debris throughout lot.	Open - Yellow Card

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200188	2/27/2023	216 Woodlands Dr	LOAEZA VIRGINIA NICOLE ETVIR URIEL LOAEZA	Resident/Other Complainant	Dumping paint or washing drywall mud into creek	Unfounded
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200187	2/15/2023	387 Moores Ci	FRANCIS KARL	Resident/Other Complainant	Trash, Junk and debris in yard	Violation Letter Issued

Activity

Comments	Follow-up Date	Completed Date	Status	Comments
	1/1/1900	1/1/1900	Assigned	

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200186	2/15/2023	1312 Teri Lynn Ct.	GOODMAN ROBBIE LYNN ETVIR DARRELL KIRBY	Resident/Other Complainant	Disabled red Pick up truck parked in road at this address being used as a dumpster.	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200185	1/17/2023	1311 CC Road	SULLIVAN REEDY A	Resident/Other Complainant	Trash/junk in yard getting onto other property	Abated/Closed (Green Card)
Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200184	1/17/2023	471 Page Rd.	SANDERS DENNIS ETUX ASHLEY R	Anonymous Complainant	Double driveway, Lot Coverage, Running a Business on residential lot, Questionable people	Open - Yellow Card

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200183	1/6/2023	356 Love St		Town Staff	Stop Work Order issued 1/6/2023	Open - Yellow Card

Total Records: 31

1/11/2024



Monthly Departmental Update

January 2024

PARKS DEPARTMENT MONTHLY REPORT

Projects/Items in the Works:

- Soccer registration is open and runs through February 11th. Season starts March 16th.
- Clean up from KS Christmas is still ongoing.
- New shade structure was installed in the dog park on the small dog side. Sail will go up in the spring.
- HVAC has been installed at the concession stand at Burns Park. The restrooms will stay open during the winter months.

Other Notes:

- Seniors will have bingo on the 2nd & 4th Monday's at 10:00
- Christmas luncheon will be at Jeanine's Café in Dickson on January 18th.



Monthly Departmental Update

January 2024

POLICE DEPARTMENT MONTHLY REPORT

Projects/Items in the Works:

- Several great outcomes from LPR activity this month including the recovery of a missing 3yo in the company of his suicidal parent

LPR Data:

- 228,297 total plates read
- 70,476 unique plates read
- 19 NCIC hits
 - 3 Stolen Vehicle
 - 2 Suspected Gang/Terrorists
 - 7 Custom Investigation Hits
 - 3 Person with warrants
 - 1 Stolen Plate
 - 3 Sex Offenders

Kingston Springs Police Department
Monthly Report Worksheet

TYPE OF CALL	MONTH'S TOTAL	
TRAFFIC CITATIONS ISSUED	7	
MISDEMEANOR CITATIONS ISSUED	1	
10-14 ESCORT	5	
10-15 ARREST	5	
10-17 SERVE WARRANT	1	
10-27 BURGLARY	0	
10-42 ALARM	5	
10-43 REQUEST FOR OFFICER / INVESTIGATION	71	
10-43 MOTORIST / CITIZEN ASSIST	12	
10-44 STOLEN VEHICLE	2	
10-45 VEHICLE CRASH (non-injury)	4	
10-46 VEHICLE CRASH (with injuries)	2	
10-49 DRIVING UNDER THE INFLUENCE	0	
10-52 ROBBERY	0	
10-58 PUBLIC INTOXICATION	0	
10-59 FIGHT/ASSAULT	0	
10-62 DECEASED PERSON	2	
10-71 SCHOOL ZONE TRAFFIC	3	
10-72 FIRE CALL	14	
10-72b FIRE CALL (medical)	10	
10-80 EXTRA PATROL	46	
10-81 TRAFFIC STOP	28	
10-82 MUTUAL AID	3	
10-86 DOMESTIC ASSAULT	0	
10-94 SUICIDE/ATTEMPTED SUICIDE	0	
FOLLOW UP INVESTIGATIONS	8	
Traffic Stop Count	Warning	Citation Issued
Mt. Pleasant Rd.	1	0
W. Kingston Springs Rd	5	3
E. Kingston Springs Rd.	4	2

Department Total _____
Dec-23 _____



Monthly Departmental Update

January 2024

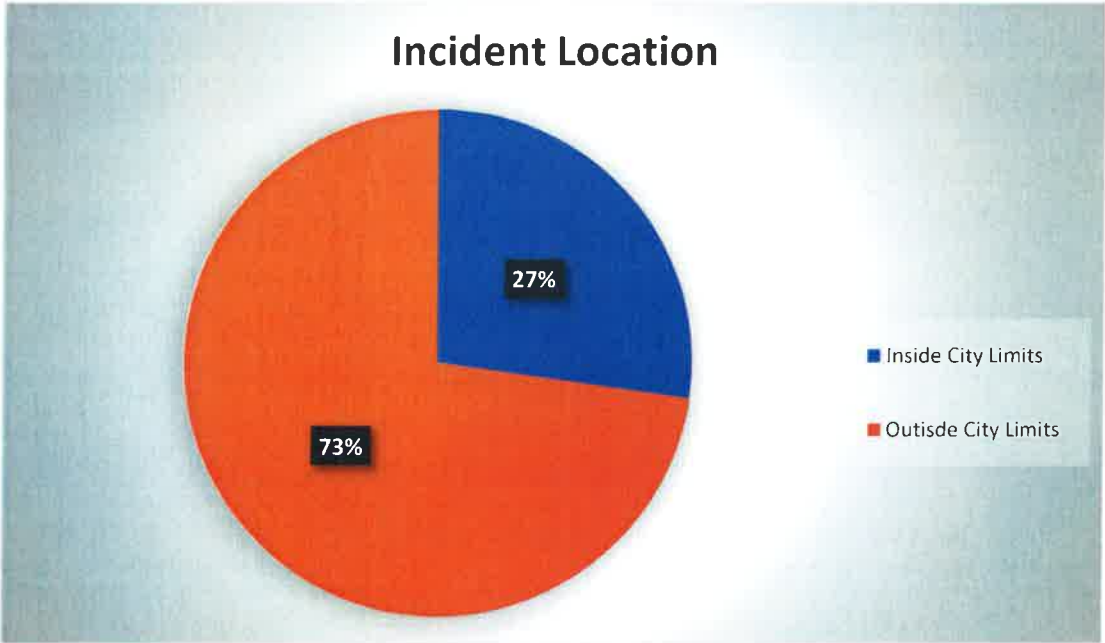
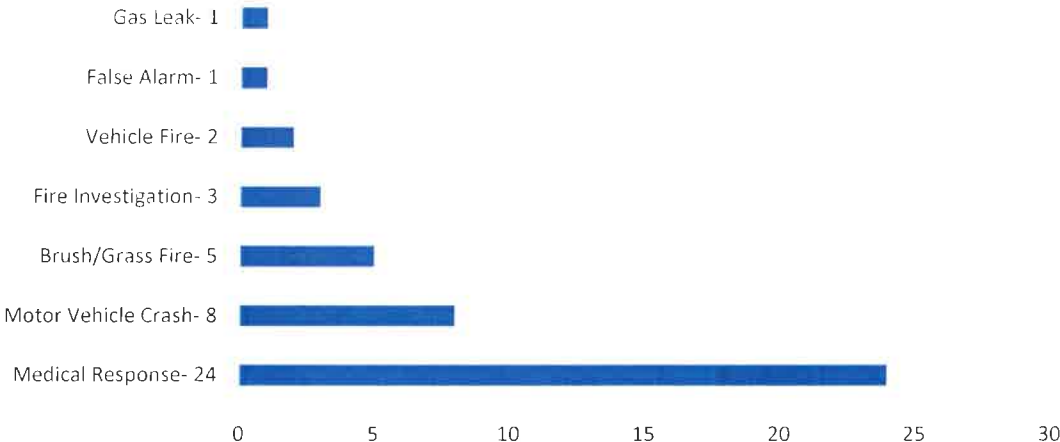
VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

- Membership is up to 20 members, 66% of the way toward our goal of 30 members
- Personnel successfully revived ANOTHER patient who was in cardiac arrest (*CPR success rate is only 7%*)
- We accepted another new member who has started his initial 16hr training
- Members assisted with traffic control at Christmas in the Park
- Members participated in several trainings including Vehicle Extrication and Emergency Medical Care
- FD provided a buffet for the Annual Christmas Dinner. Fun was had by all
- New Task Management Software implemented

Kingston Springs Volunteer Fire Department Incident Response for December 2023

KSVFD responded to 44 calls in the month of December with an average response time of just over 8 minutes. Below is a breakdown of the incident type

Incident Type





Monthly Departmental Update

January 2024

PUBLIC WORKS DEPARTMENT MONTHLY REPORT

Projects/Items Completed this Month:

- Cleaned culverts
- Trimmed roadside trees
- Installed new road signs
- Covered numerous sewer calls
- Had several 811 locates
- Replaced stolen road signs
- Cleaned storm drains and curb
- Patched some pot holes
- Located sewer lines
- Leaf clean up
- Maintenance on equipment
- Bush hogged Burns Parks
- Straightened road signs
- Picked up trash on CC Rd
- Filled holes with dirt in the Park
- Repaired lawnmowers
- Cleaned up fallen trees in Burns Park
- Cleaned up leaves on curb lines and side walks
- Checked Christmas lights that go on light poles
- Christmas in the Park

Projects/Items in the Works:

- Add river rock to flower beds at City Hall
- Tree trimming
- Patch potholes across town
- Edge sidewalks across town



Monthly Departmental Update

- Trash pick up by Sheriff's Department
- Trim back trees on trails at Burns Park
- Take down Christmas lights

Other Notes:

A new building to hold salt is a much needed item very soon . The current building is falling apart and asphalt under the salt is falling apart .

The roof of Public Works is in bad shape and needs to be replaced .

Our workers are all doing a great job and working hard daily .

Second South Cheatham

Code Summary Report

Cycle(s) 01 Cycle 1 Print Totals Only
 Customer Type(s) All
 Service Type(s) KS Sewer
 Print Code Summary Report For Historical Billing

Account Number Range All Inactive Services With Arrears Shown In Billing
12/1/2023 To 1/31/2024

Service	Rate	Number		Charges	Usage	Adjustment Amount	Adjusted Total
		Active	Inactive				
KS Sewer	01 KS Sewer Usage	758	19	\$60,129.60	3,373,100		
	06 K.S. Sewer Only	3	0	\$46.35			
			19	\$60,176.95	3,373,100		
Penalty	11 KS Sewer Penalty	111	15	\$1,106.26			
	Total Penalties		15	\$1,106.26			
	Report Totals			\$61,282.21	3,373,100		

Second South Cheatham

Transaction Rate Summary

Company Division(s)	All	Include Voided Transactions	
Cycle(s)	01 Cycle 1	Batch Range	All
Customer Type(s)	All	Break Out Addons Per Service Type	
Service Type(s)	KS Sewer	Break Out Service Credit	
Account Range	All	Report Breakdown Level	Totals Only
Transaction Type	History		
Transaction Date Range	12/1/2023 To 12/31/2023		

Service Type	Rate Code	Adjustments	Payments	Deposit Receipts	Applied Deposits	Deposit Adjustments	Bad Debt Writeoffs	Applied Credit
KS KS Sewer Usage	01	-\$30.34	-\$57,760.67	\$0.00	\$0.00	\$0.00	\$0.00	-\$538.27
KS K.S. Sewer Only	06	\$0.00	-\$46.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
KS Sewer Totals		-\$30.34	-\$57,807.02	\$0.00	\$0.00	\$0.00	\$0.00	-\$538.27
Penalty KS Sewer Penalty	11	\$0.00	-\$1,087.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Penalty Totals		\$0.00	-\$1,087.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
All Routes Totals		-\$30.34	-\$58,894.64	\$0.00	\$0.00	\$0.00	\$0.00	-\$538.27