### **BOARD OF MAYOR AND ALDERMEN**

#### **REGULAR MEETING**

### **DECEMBER 14, 2015**

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, December 14, 2015, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Kelly Wolfe called the meeting to order and led the group in opening Prayer and Alderman Terry Countermine led the pledge to the Flag.

Upon call of the roll those present were: Mayor Kelly Wolfe, Alderman Terry Countermine, Alderman Adam Dickson, Alderman David Sell, and Alderman Chuck Vest. Also present were: Town Administrator Bob Browning, Town Recorder Abbey Miller, and Operations Manager Craig Ford. Town Attorney Jim Wheeler was absent.

The next item was the Consent Agenda. Mayor Wolfe asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda. There were none. Mayor Wolfe said he would recuse himself from any discussion on Item 13, a water line extension for Mill Creek Subdivision, because he has a personal interest. Alderman Sell said he would like to comment on Matthew Pollock who is being appointed as a Volunteer Fire Department Chaplain. Alderman Sell said Mr. Pollock worked for him at Ace Hardware, is a fantastic person, and he feels is a good choice for Fire Department Chaplain. Alderman Countermine made the motion, seconded by Alderman Sell and duly passed to approve the following items on the Consent Agenda:

1. Approve the Minutes for November 9, 2015, Beer Board and BMA Regular Meetings.

**AMOUNT** 

2. Approve the following November bills for payment:

**VENDOR** 

VENDOR	AWOUNT
A-Z Office Resources	1663.72
Administrative Office	95.00
Advance Auto Parts	112.24
Aggregates USA, LLC	23230.08
Alicia Phelps	45.60
Allan Dearstone	32.80
Alliance Refuse Trucks	1125.00
Alsco	90.15
Amber Crumley	30.47
American Tire Distributing	1344.02
AmericInn	335.96
Anderson Fire, LLC	2217.70
Andy Oxy Company, Inc.	196.47
Angie Sheek	17.60
Appalachian Gypsum	3236.07
Applied Concepts	108.10
Archer Brothers Garage	125.00
Archer Electric Service	6949.00
Auto Zone #2087	155.92
B & H Photo-Video	4868.92
Banc of America P&I	3073.83
Bank of Tennessee	2697.07
Barbara L. Bogart	144.00
Barnes Exterminating Co.	240.00
Batteries Plus-551	48.95
Ben Caldwell	155.00

Beverly Hoovens <u>VENDOR</u>	36.00 <u>AMOUNT</u>
BKT Uniforms Blue Cross-Blue Shield Bob Phillips	281.89 72146.34 11.20
Bobcat	815.73
Branham Corporation	9.84
Brenntag Midsouth, Inc.	5789.27
Britt Landscaping	456.00
Business Health B4 Logistics, Inc	2824.20 7700.00
California Contractors	98.70
Carus Phosphates, Inc.	3338.70
Celebrate Rentals	92.50
Central Paper & Supply	960.70
CenturyLink	13.20
CenturyLink Chappell's Pest Control	283.50 45.00
Christopher D. Alley	225.00
Cindy Lees	8.00
Cintas Corporation #202	544.67
Citizens Security	4406.98
City Electric Supply	41.11
Clarke Power Services Consolidated Pipe & Supply	539.80 1918.53
Daniel Richardson	21.56
Darrell W. Brinson	135.00
Dash Medical Gloves	70.90
David Murphy	45.00
Dearborn National	570.00
Dennis Wayne Brooks Diamond Ticketing System	875.00 1225.25
Diane Thompson	20.00
Diesel Sales & Service	520.18
Dry Hill Mfg., LLC	2437.10
East TN Sprinkler Co.	13500.00
East TN Rent-Alls Economy Printing, Inc.	153.72 203.00
Ecosafe Landfill VA	6557.51
Employee Security	475.00
Equinox Environmental	880.00
Erwin Utilities/Wtr Test	575.00
Esc Lab Science	1212.00
Esc Lab Sciences Fenco Supply of J.C.	472.50 62.18
Ferguson Enterprises #5	13937.39
First Tennessee Bank	6938.80
First Tennessee Bank	4793.70
First Tennessee Bank	6792.73
Fleenor Security System	138.00
Food City Foster Signs	64.94 891.90
G & C Supply Company, Inc.	3586.00
G & W Diesel	4950.18
Gall's, LLC	400.50
Gary Varner	11.96
General Shale MSC 30523 Goodpasture Motor Co.	4653.55 268.39
GovDeals, Inc.	3337.57
Grand Rental Station	88.40

Greenway Products Inc.	5464.00	
GRP	1857.12	
VENDOR	<u>AMOUNT</u>	
H & S Clutch Rebuilders	313.50	
Hampton Textile Printing	800.00	
Harbor Freight Tools	93.81	
Harold Cochran	500.00	
Hayes Pipe & Supply	7078.74	
HD Supply Waterworks	17518.63	
Heissee Johnson Hand Up	177.00	
Henry Schein, Inc.	71.98	
Highwater Clays	141.85	
Hunter, Curtis	215.00	
IDEXX Distribution, Inc.	987.54	
Imaging Technology	1745.00	
<b>0</b> ,		
Ingles #4205	3336.49	
Inspire Business	13863.31	
International Storytelling	29.50	
Jacob Anderson	930.00	
Janette Gaines	57.35	
Jason Greenlee	25.00	
Jeri Jones	27.20	
Johnson City Press	158.40	
Jonesborough HRA	8010.00	
Jonesborough Senior Ctr	332.70	
Jonesborough Storytelle	24.00	
Jonesborough Water Dept.	551.07	
Jonesborough/Washington	4735.00	
Joshua David Heltzel	85.00	
Judy O'Hara	8.00	
Jules Corriere	2.72	
K & S Property Service	1270.00	
Kanas State Bank	8962.25	
Karen Gentry	19.50	
Ken Smith Auto Parts #4	145.70	
Kenneth Rawls	28.00	
Kingsport Times News	213.50	
Liberty National	1986.92	
Lowe's	5684.10	
Madelyn Rohrer	12.00	
Mahoney's Sportsman's	779.89	
Meade Tractor	2836.65	
Meade Tractor	623.96	
Mes-Carolinas	3870.80	
MHC Kenworth-Kingsport	4961.85	
Modern Supply Co.	31.61	
Napa Auto Parts	1442.85	
NC Discount Furniture	399.00	
	228.75	
News and Neighbor	254.44	
Office of the University		
Olde Towne Hardware	964.34	
Olde Towne Small Engine	488.31 175.94	
Oriental Trading Co., Inc.	175.84	
Otto Environmental	4000.00	
Pardue Photographics	540.00	
Party Central Inc.	289.33	
Pocket Press, Inc.	359.60	
Poorboy Lawn Care	195.00	
Print Distribution Services	923.17	
Probuild East LLC	747.00	

Quality Trophy & Engraving Qwik Pack and Ship R.B. Webb Insulation Co. VENDOR	12.50 25.73 2070.00 <u>AMOUNT</u>
Rachel Conger Rad Systems Red Wing Shoe Store Redo Homes LLC Refuse Parts Depot Remco, LLC Ricoh USA, Inc.	400.00 150.00 125.00 900.00 445.94 4300.00 4271.17
Riverdale Nursery, LLC Rose Bowling Saratoga Saratoga Financial	64.00 125.00 4227.61 5829.50
Shred It Shirley Butler Sir Speedy	25.30 13.56 76.00
Snap-On Tools Snapp's Lawncare Southeast Tourism Society Southern Living	162.20 185.00 485.00 1623.00
Sprint SSCI Stafford Custom Graphic State of Tennessee	26.00 74.00 38.88 821.25
Stopstick, LTD Stowers Summers Hardware Supplyworks	451.00 65.60 79.66 1488.68
Tami Moore Taylor Battery East Whs TBI-Fiscal Services Teledyne Isco, Inc.	8.00 1190.16 58.00 769.78
Tennessee One-Call Terminix Processing Center The Dycho Company The MT Pit	2333.20 105.00 170.78 25.00
The Stock Pot Thomson Reuters-West TML Risk Management Pool	108.38 156.45 863.70
TN Local Dev. Authority TN Safety & Health Council Town of Jonesborough Tri-City Beverage Corp.	3183.61 55.00 135.00 216.00
Trimble Company Triplett Farms Truck Toys & More Truckers Lighthouse	180.00 712.50 1303.90 457.23
Truckpro LLC Tysinger, Hampton & Partners United Art & Education United Parcel Service	1781.82 605.00 149.84 264.29
United Utilities Inc. United Way USA Blue Book	12817.71 379.00 876.11
V-Academy Valley Trailer Repair Verizon Wireless Volunteer Flag & Safety	69.00 136.50 102.06 235.50

VWR International Wal-Mart Store/GEMB Walters State College Washington County Hwy De VENDOR		2193.11 1806.30 250.00 38983.26 <u>AMOUNT</u>	
Washington Farmers Co-op Washington Farmers Co-op Waste Management Wells Fargo Equipment West Carolina West Hills Ford Tractor Wheeler & Seeley White's Auto Parts Whitney S W Creative Whitt Company, Inc. Williams Electric WM. S. Trimble Company WNCW Accounts Receivabl Worldwide – Johnson City		266.55 17400.57 1353.46 3451.00 239.90 244.30 5797.00 1210.22 30.00 14400.00 9403.37 2988.85 150.00 238.98 \$503,062.43	
VENDOR	<u>GENERAL</u>	WATER	SANITATION
80336-80487 AP 80488-80496 AP 80497-Dance Equipment 80498-80509 AP 80510-80514 AP 80515-80529 AP 80530-80546 AP 80547-80548 AP 80549-80590 AP 80594-80599 AP 53814-53899 AP 53900-53904 AP 53905-53909 AP 53910-53915 AP 53916-53917 AP 53918-53929AP	248,882.17 17,502.14 14,000.00 25,195.83 20,509.76 38,855.89 15,461.45 6,350.00 30,850.82 10,308.31 \$422,916.37	282,823.21 4,805.71 2,841.66 40,898.94 1741,167.93 65,013.12 \$567,550.57	
6923-6947 AP 6948-6950 AP 6951-Nationwide Retiremen 6952-Nationwide Retiremen			22,844.28 333.66 115.00 115.00 <b>\$23,407.94</b>

### 3. Approve the following Town Administrator Report:

### Wastewater Improvements

As we move into the season with heavier rainfall we are getting to experience more challenging issues within our wastewater operation. For example we experienced a tremendous amount of infiltration-inflow because of the weeklong heavy rain events we had a couple of weeks ago. The storm water-ground water flows into our sewer collection system was so high, we were pumping 2,300,000 gallons per day through the influent pump station of our WWTP. We normally treat a little over 500,000 gallons per day, and we are permitted to pump 1,000,000 gallons of our treated effluent into the Nolichucky River. While the

treatment capacity of each oxidation ditch is 500,000 gpd, the hydraulic capacity of each basin is 1,000,000 gallons. Also we installed a connecting pipe system in our WWTP Improvement Project that allows us to also pump influent into each 250,000 gpd Schreiber basin. The net result is we not only handled the tremendous flow coming into the WWTP, our effluent going into the Nolichucky River had total suspended solids of less the 10 milligrams per liter when our maximum daily limit for TSS is 45 mpl. The treatment improvements worked as good or better than planned. "Knock on wood", we took a big hit and handled it. Cobern Rasnick and the treatment staff did a great job.

We still have some pump station issues at the WWTP that we are in the process of fixing. We need to add some vents in the new influent and effluent stations so pumps do not overheat in the system when they are pumping at capacity.

Infiltration/Inflow - is obviously still a problem at heavy rain events. The Wastewater staff spent much of their time during the number of days with very heavy rains getting drenched out in the system looking for sources of infiltration/inflow. The wastewater crew found and fixed some significant I&I trouble spots. They also determined that there are locations where we get high levels of I&I from stormwater flows in the streets flowing into the system through manhole lids. Cobern Rasnick has found a seal system for sewer manhole lids, and he is currently source shopping for cost effectiveness. We expect the manhole lid sealers will be cost-effective enough to take the cost out of our existing Wastewater budget. Cobern says there are some locations we are getting really heavy stormwater flows through sewer manhole lids, and he feels we can greatly reduce I&I during storm events.

Crockett H.S. Sewer Service – GRW Engineers is working on the design plan for eliminating "David Crockett High School's" wastewater package plant, and replacing it with a new pump station designed to pump flow from the school back to our treatment plant. I have previously updated the BMA on some of the aspects of this project. We are trying to move forward with design so we can more accurately determine cost, and what role the Town staff can and/or should undertake in the project. We already know we will want to add a pump station into the force main line coming back from Crockett. The project will have to include a new larger pump station at Hexpol (rubber plant) in order to handle the additional flow coming from Crockett. We will move this pump station to the south of the creek or closer to SR-353, and we will install a larger 6" force main from that point to the plant. We will lay gravity line down to this new Hexpol pump station from the apartments/condos along SR-353 in our city limits, and eliminate two small pump stations in the process. We can pump from the Hexpol station directly to the Wastewater Treatment Plant, but we want to take that flow into an additional pump station that is constructed on the Rosenbaum property we now own. This additional pump station will serve the municipal garage/facilities development on the property, as well as allow us to eliminate another pump station at 5-Points.

Note: I believe I have communicated to you that currently wastewater flows from Hexpol, the condos-apartments and houses along SR-353 in our city limits, and the 5-Points pump station (which serves 81 South and some of Forest View Drive) all are pumped into a manhole up Depot Street at the Co-op. Wastewater is pumped east away from the WWTP, and from that manhole it gravity flows under the railroad tracks and flows back to the WWTP. We put additional pipe under the railroad when we were permitted by Norfolk-Southern to bore the effluent outfall line under the tracks. So we now have a line we can pump through and eliminate the force mains going to the Co-op manhole. We will need a pump station to serve the municipal complex, so if we go ahead and put it in place, we can eliminate the 5-Points station, and we can handle any additional growth on the vacant land along SR-353 with gravity lines.

Roadrunner Market has an old store just below Crockett H.S. on SR-353, and Ryan Broyles had indicated they would like to be on sewer in order to expand

or build a new store. The flow from a busy store can help us at the Crockett pump station because we would love to have a 6" force main coming out of the school instead of a 4" line, and even if we cannot upgrade the pipe size, any additional flow during the summer months will help keep the system operating properly when school is not in session.

When we get the design options settled and their associated costs, we will bring a proposal to the BMA for consideration. At the minimum, we may want to participate in the construction to the point our labor and equipment costs cover the expense of the additional pump station and possibly the cost of pipe for the gravity line from the apartments. We'll just have to see, but as I have stated earlier, we have not committed to anything yet. The extra pump station, and the gravity line we need are not likely to be eligible expenses. However, if we get reimbursed for work we do on constructing eligible aspects of the project, we can use those funds to pay for our ineligible costs.

Wastewater Facility - Cobern Rasnick and his staff continue to work on improvements to the wastewater complex. The grading for the site in which we want to build the Wastewater Administration building is almost completely graded along with the driveway going up to the location above the new "headworks" of the WWTP. The fencing of the complex is complete. We have about \$38,000 of Rural Development grant funds left that we want to use to build a new parts room/administrative building. The structure is intended to be two story with the administrative area on top, which would be accessed from the northside of the building (making it one story). The parts room area would be built back into the slope and access would be from the southside (the WWTP side). This area would include two bays to be able to keep the pump truck and camera truck in a heated space. Using the inmate labor, we would like to use the \$38,000 for materials to at least get the building under roof, and to be able to use the parts room. This would allow wastewater to completely move out of the Recycling Center building, and allow Water Distribution to move to the Center taking up that space. This would be done on a temporary basis, for a couple of years until we can complete long-term improvements on the Rosenbaum property.

Note: At the closing of the property purchase with the Rosenbaum family, they asked if the BMA would consider naming something on the 19 acre site after the Rosenbaum family. We have a walkway in the plan, and there is 3 acres on the railroad tracks side of the creek in which nothing is planned. This area is grown up with trees, and with a bridge across the creek this 3 acre site between the railroad and the creek could be used as a nature park area. If it was just benches and walkways in a nicely landscaped area, it would be a positive place to go. It might also be a great place for a dog park. I just mention this as something for the BMA to consider down the road.

#### **Water**

The variable drive booster pump at the Rock House Road pump station that was out when the other pump kicked off and water back flowed into the plant has been operating again as our main pump at the station and is operating very smoothly. We have two pumps again but need the third one. We will try to move specifications along on the third pump so we can at least price it out. We cannot afford to be down to just one pump again, so we have to move along in specifying that third pump. We have learned the hard way that it now takes many weeks to get a pump repaired and back on line. Redundancy is critical. As I pointed out before, we now have very effective alarm systems in place when pumps go out or when water goes over a certain height in the wet well at the plant.

Jonathan Lucas has done a great job at fixing things at the Treatment Plant, house cleaning, and taking care of building maintenance. The plant looks 10 times cleaner. His staff is currently insulating the filter room so it doesn't get so

cold and the heat wasted. The change in coagulant that Jon initiated with Thermodyne Co. has worked very well, and he is hoping to see a reduction in byproducts. He has to collect samples for by-product testing this week, so we hope that goes well.

<u>E. Main Utilities</u> – Water Distribution constructed a new 8" ductile iron water line up E. Main Street from Spring Street to Clay Ave. Distribution has spent a great deal of time on E. Main helping ditch and bore for other utilities going underground.

<u>Water Loss</u> – Mike McCracken's crew installed the two PRV's and vaults they go in as steps to reduce water loss in Zone 3. This was completed this week and the results have been excellent. We had some locations with pressures as high as 205 lbs. (PVC is normally rated at 200 lbs. max), and those high pressures were dropped to 130 lbs. The average drop in pressure was 50 lbs. across Zone 3, but we have not loss pressure in any of the higher elevations to a major degree. Mike McCracken feels the changes have been really effective. He said he knows they have a couple of leaks he is going to find, and then they will start tweaking the pressures to try to get everything just like they want it. But right off the bat, Mike is very pleased. He said, "He has had a good day."

With the CDBG Water Loss Project, Community Development Partners is working on the Environmental Review. I had a teleconference with ECD monitoring staff to go over our Block Grant project guidelines, and we are in good shape. We discussed our installing lines with our own crew to maximize use of the funds, and ECD has no problem with that. As I pointed out previously, we will focus initially on any additional steps in completing our zoning and regulating pressures. We also want to replace about 8 miles of old galvanized line. We will have to have the project engineered, so that will take some time along with the ECD and TDEC review. We hope to get design done in the spring and to start work in early summer.

### **Transportation**

W. Main - Persimmon Ridge Road - We have completed our portion of the project taking down the slope of the Peggy Cloyd property, raising and widening Shell Road, and providing better drainage. The County repaved that section of Shell Road along with Meadowview Court and Greenback. TDOT is currently working on design of the improvements needed to square up the intersection of Persimmon Ridge Road and W. Main Street. TDOT has to come up with Spot Safety funding for construction, but the project has been approved for design, and they hope to go to construction in 2017.

Persimmon Ridge Road and Jackson Blvd – The Traffic Advisory Committee would like to see a guardrail up on the westside of Persimmon Ridge Road at the intersection of Jackson Blvd. There is a steep slope relatively close to the pavement, and because so much truck traffic turns there the TAC feels a guardrail is needed for safety purposes. The steep slope is just out of the curve and on right-of-way maintained by the Town. We are asking the Washington County Highway Department if they will help us install the guardrail.

Intersection of Jackson Blvd and SR-354 – Mattern and Craig Engineers has completed the design plans, and we have been told TDOT is waiting for confirmation of their federal funding before authorizing it to go out to bid. There is a complete set of drawings in an 11 x 17 format at Town Hall. I am sending you three sheets of the plans that represent the improvements that will be constructed. There will be double outgoing lanes on the Boones Creek Rd to the intersection of N. Forrest Drive that goes up to Food City. The right outgoing lane will end turning into Forrest Drive, the other will continue out as it does now. There will be a new left turn lane on SR-354 at Forrest Drive (coming towards Jackson Blvd) so the through lane will not get backed up. There will be an additional left turn lane eastbound on Jackson Blvd and both

lanes will turn onto SR-354 northbound. This is why there needed to be an additional lane on SR-354 outbound.

The right "by-pass" lane from SR-354 onto Jackson Blvd in front of Arby's will be eliminated. This lane has been the location of the most accidents the last couple of years. There will still be a right turn lane, but it will hit Jackson Blvd in more of a perpendicular manner, which will allow a turning motorist to see oncoming vehicles much more clearly.

There will also be two straight through lanes on Boone Street going into the traffic signal. With two receiving lanes on the other side, an additional through lane can be added on Boone Street. This will help reduce the stacking of vehicles that often block access to N. Lincoln Ave. The project also included what we think is a striped island just past N. Lincoln towards Main Street, and a stop bar and Do Not Block Intersection sign that we hope will alert motorists to the fact they are not supposed to block access to and from N. Lincoln Ave when they stop. TDOT is also adding hanging street name signs at our request. This project should be a tremendous improvement when it is implemented.

W. Jackson Medians – The Traffic Advisory Committee met December 10<sup>th</sup> and is recommending that the BMA approve a median improvement plan for W. Jackson Blvd for Payne Road to the median cut serving Family Dollar, and the BMA approve a partnering project with Mark Ferguson in which he supplies the material cost necessary to implement the left turn plan he has bonded with TDOT. However, the TAC is recommending that the BMA approve the actual construction of the master plan involving the northside of the median which will result in a more standard and safer turn lane, and which will cost the Town about \$3,000 to implement. If the BMA approves this partnership plan, the revised turn lane plan will be sent to TDOT for approval.

The TAC has recommended that staff generate a master median plan for the remainder of Jackson Blvd from one end of town to the other, and this master plan be reviewed by the TAC and then adopted by the BMA. Once approved, it will be sent to TDOT for review, and then the hope is that future required lane improvements by TDOT will reflect the master plan, and the Town's participation in implementation will also be based on the approved master plan.

<u>Woodrow Ave/2<sup>nd</sup> Ave</u> – We have just not staff time to implement these improvements to-date.

N. Cherokee Street/Smith Lane – The TAC has been looking at options to create safer turning movements in the N. Cherokee and Smith Lane intersections with US-11E. There has been additional development off Smith Lane, and there is vacant property across US-11E from Smith Lane that will have restricted access without a traffic signal. There has been continued development and more increasing demand for left turns. However, there is no good way to provide safe turning movements in this location without a signal. The TAC has approached Wolfe Development about allowing a public connector between N. Cherokee Street above the Justice Center entrances over to Smith Lane. This connector would become the through lane connection to US-11E and a traffic signal could be located there. This plan needs to be detailed out further, but it is possible to come to the BMA in the next couple of months for approval of the Town's participation, at least in pursuing a traffic signal. This plan would greatly improve traffic safety in the N. Cherokee Street/Smith Lane area along US-11E.

<u>SR-354 Corridor</u> – As you may have read in the paper, Washington County, Johnson City and Jonesborough are on a Corridor Committee for the purpose of looking at a possible Corridor Overlay Zone that would protect important characteristics of the SR-354 Boones Creek Road gateway. One thing I really appreciate is the discussion of both Johnson City and Washington County of the need of protecting this important gateway into Jonesborough. The direction the committee is going is to adopt an Overlay Zone along the highway that would include some design controls on buildings, looking at the width of the

overlay, and addressing lighting, signage, access, etc. I have suggested there be much more stringent guidelines on lighting because there is no requirement for full-cut-off fixtures, and along that wonderful gateway glare could be a major issue. (The County does not have a requirement related to the type fixtures used for lighting). Also, using Johnson City's Corridor Overlay Zone as a guide, they allow 30 foot heights on signage and 200 square feet of sign face. That would be another major detriment to the corridor if signage that high is allowed. The Committee includes some property owners along the highway, and members of both the Johnson City and Washington County Planning Commissions. It is a very good working group with a positive attitude, so I think something very good will come out of this cooperative effort.

### **Grants**

<u>T-21 Walkway Grant/Barkley Creek Downtown</u> – The BMA has approved the low bidder on this walkway project, and the information has been sent to TDOT in Nashville for their approval. We have not received the approval from TDOT to award the bid. The project schedule is 6 months, so the contractor may not want a notice to proceed until March. However, he could have made some good progress with the 60° degree weather in December.

LPRF Application – We are working on the application for the next round of Local Parks and Recreation Fund grants that have to be submitted in April. TDEC is now requiring multiple community meetings to help formulate project priorities. We will need to advertise some of these meetings in January. We are seriously looking at an application for the Community Park behind the Senior Center. If we are awarded a LPRF grant, contracts would not be signed until the end of 2016. That means we would have between now and the spring of 2017 to move the garage operation to interim facilities at the Recycling Center area. We feel this is doable. Then we would have the summer and fall of 2017 and all of 2018 to implement the grant project. LPRF projects can be matched with Town labor. The maximum grant amount is \$250,000, but if that is used for materials, we can develop a large part of that park. The value of the land can be used towards the match, and there will be a lot of grading which we can do using TDOT's rates for the value of equipment on a per hour basis. We would not have any trouble matching the grant in-house.

TDOT 5310 Vehicle Grant Program – I am submitting a grant application to TDOT under its 5310 Enhanced Mobility for Seniors Grant Program that pays 90% of the cost for vehicles to transport seniors or people that are handicapped. We would be applying for a 16 passenger bus with two additional spaces for people in wheel chairs. The TDOT Program specifies the type of vehicle you can apply for, and we would have to have one that is wheel chair accessible. That works great because we do not have a vehicle that is wheel chair accessible. That is one of our priorities. I have communicated with Nashville, and I know we are eligible. Obviously, it is a competitive application, and I will be working on it this weekend because it is due next Wednesday. It would be great to get a new van with our costs being 10%, between \$4,000 - \$5,000. We'll see.

#### **Jackson Theatre**

We still have not received the structural engineer's report. We hope to get it soon. We would like to complete more work on the Chuckey Depot before the inmate crew moves into the Jackson building. We have not heard anything on our grant application on the front building façade that includes the new marquee'. If that gets funded, we have to implement it within a year, which should be no problem. That funding is at 80% and we can match that in-house. We also have the Rural Development funding as well. It would be great to get the new façade complete; it would add a great deal of interest in the renovation project, and would not impact what happens inside.

### **Senior Center**

The opening this week has gone great. In one day, everyone has forgotten the struggle to get there. Craig Ford, the inmates and our staff are hustling to get the bottom floor open and Main Street landscaping and sidewalks complete. Work is progressing, and the bottom floor we feel is going to be just as great as the upstairs. We should be able to get the kitchen equipment in and operating next week. I think the Senior Center is a "Home Run". The seniors are totally thrilled, and we are getting so many compliments. Mayor Wolfe did <u>a great job</u> with the opening ceremony focused on the seniors themselves.

### **Chuckey Depot**

Milton Tunnel is currently putting the metal shingles on the roof of the Chuckey Depot. We have continued to work on the layout and decking plan needed to allow ADA accessibility. That has been worked out so the inmates can move along on that project when they finish work at the Senior Center.

### **Committee Meetings**

I have continued preparing agenda presentations for the BMA meetings, the Planning Commission, Tree & Townscape Board, Traffic Advisory Committee, JRT Board of Directors, Jonesborough Community Chest, and minutes for most.

- 4. Due to new Senior Center building completion and opening the Operations Manager Report was not available.
- 5. Approve the following Committee Reports: Jonesborough Planning Commission, Historic Zoning Commission, Keep Jonesborough Beautiful Committee, Jonesborough Community Chest Board, and Jonesborough Repertory Theatre Board of Directors.
- 6. Approve the following Supervisor Reports: Visitor Center Manager, Director of Tourism and Marketing, Water Distribution, Building Inspector Report, Street Department, Animal Control, Solid Waste and Recycling, Fire Department, Senior Center, McKinney Center, Environmental Services Director, JRT Artistic Director, Police Department, Water Plant, Water Park, Parks and Recreation, Fleet Management, and Event Coordinator.
- 7. Approve the appointment of William Beagle, 116 Lawing Avenue, as a volunteer pay per call firefighter subject to all pre-appointment conditions and his submittal of documentation on fire fighting certifications.
- 8. Approve the Holiday Schedule for 2016 as follows:

# **2016 HOLIDAY SCHEDULE**

Friday, January 1, 2016 - New Year's
Monday, January 18, 2016 - Martin Luther King, Jr. Day
Monday, February 15, 2016 - President's Day
Friday, March 25, 2016 - Good Friday
Friday, May 27 - ½ day - Employee Picnic at Water Park
Monday, May 30 - Memorial Day
Monday, July 4 - Independence Day
Friday, September 2 - ½ day - Employee United Way Day
Monday, September 5 - Labor Day
Friday, October 7 - Storytelling Festival
Tuesday, November 8 - City Election Day
Thursday/Friday, November 24-25 - Thanksgiving
Friday, December 16 - Employee Christmas Party
Friday/Monday, December 23-26 - Christmas

Monday, January 2, 2017 - New Year's

- Approve the appointment of Matthew Pollock as a volunteer Jonesborough Fire
  Department Chaplain with the understanding he will work with Fire Chief Phil
  Fritts to get certified through Tennessee Fire Chaplain Association, and to
  develop a Chaplain position description that will come back to the BMA for
  approval.
- 10. Approve the 2016 Barn and Land Lease with Mitch Triplett for the Water Plant property.

#### 2016 BARN AND LAND LEASE

THIS LEASE AGREEMENT, made and entered into on the <u>1st</u> day of <u>January</u>, 2016 by and between the MAYOR AND ALDERMEN OF JONESBOROUGH, a duly-incorporate municipality located within Washington County, with its principal office and place of business at 123 Boone Street, Jonesborough, Tennessee, hereinafter referred to as the LESSOR, and Mitch Triplett, hereinafter referred to as the LESSEE:

#### WITNESSETH:

That for and in consideration of the annual rental hereinafter set forth, the conditions and the mutual covenants hereinafter contained, the LESSOR does hereby let, lease and demise until the LESSEE the hereinafter described property, situate, lying and being in the Washington County, Tennessee, and being more particularly described as follows:

Being seventeen (17) acres of land with a barn owned by the Mayor and Aldermen of Jonesborough adjacent to the Jonesborough Water Plant on Arnold and Arrowood Roads, excluding the area fenced for the Jonesborough Water Department and excluding the frame house and lot along the gravel road between Arnold Road and Arrowood Road.

### **EFFECTIVE DATE**:

This lease will take effect as of January 1, 2016 and will be for an initial period of one (1) year, terminating on December 31, 2016.

#### **OPTION TO RENEW:**

Should the terms of the lease herein expressed be carried out fully and faithfully for the first year, the LESSEE shall have the right to renew this lease on rental terms to be agreed between the parties for an additional year if approved by the Mayor and Board of Aldermen.

Should the LESSEE desire to exercise this option then it shall give the LESSOR written notice of this intention ninety (90) days prior to the expiration of the initial term.

### LEASE PAYMENT:

There will be no lease payment for the year 2016 and the consideration for 2016 will be the raising of crops for the Town as provided for herein.

### **RECLAMATION OF PLOWED LAND**:

LESSEE agrees to return the leased land to its present condition if the land is plowed for cropland or modified for any other purposes.

### **MAINTENANCE**:

The building erected on the property is mutually agreed to be in reasonably good condition. The LESSEE agrees that it will maintain the property in a reasonable manner returning the property to the LESSOR in as good a condition as received at the end of the lease period, fair wear and tear excepted.

### **RESPONSIBILITY FOR LIABILITY:**

LESSEE agrees to assume all responsibility for any injury, damage or adverse situation resulting from the use of the leased land.

### **SUBLETTING**:

Should the LESSEE desire to sublet the premises, it shall be only with the express consent of the LESSOR and shall not include subletting of the space occupied by the LESSEE other than as a whole, i.e. the leased premises are not to be divided for purposes of rental. The LESSOR agrees that it will not unreasonably withhold agreement for subletting and once there is agreement, the new LESSEE shall attorn to it, but without release of the LESSEE under the terms of this agreement.

### LESSEE PAYMENT OF COSTS, EXPENSES, AND ATTORNEY'S FEES:

LESSEE shall pay LESSOR all costs and expenses, including attorney's reasonable fees incurred by LESSOR in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

### REMOVAL OF EQUIPMENT, MATERIALS, OR REFUSE:

At the end of the term of the lease, the lease is not renewed, the LESSEE agrees to remove all equipment, materials, refuse crops in storage, or any other item not on the lease property at the beginning of the initial lease term within thirty (30) days.

### **SLUDGE DISPOSAL:**

The LESSOR retains the right to spread and dispose of water plant sludge from the settling basis if and when the LESSOR deems necessary and the Town of Jonesborough receives approval to do so from the State.

### **LAGOON CLEANING:**

During calendar year 2016 the Lessor will be applying sludge over the property throughout the year, with the exception of approximately 3 acres which the Lessee has been using, and is currently plowed, for row crops. Lessee may harvest hay between sludge applications, to the extent it does not interfere with the application of the sludge and cleaning of the Lagoons.

### **RAISING OF CROPS FOR THE TOWN:**

LESSEE agrees to raise one acre of field corn and pumpkins on a portion of the leased property in the level area below the barn to provide fodder and pumpkins for fall decorations in Town. Pumpkins shall be grown in accordance to recommended planting and growing practices from the Washington County/UT Extension Service. LESSOR agrees to harvest crop raised by LESSEE for this purpose. **Even if the pumpkin crop on the leased property fails, the LESSEE agrees to provide a minimum of 50 medium size pumpkins to the LESSOR to be used with fall decorations.** 

### **RESTRICTIONS ON CROPS**:

LESSEE agrees that the property, which is the subject of this lease will not be cultivated for crops intended or that could be used for human consumption.

### **ENTIRE AGREEMENT & CONTINUTATION OF AGREEMENT:**

The parties agree this document contains the entire agreement. The provisions of this lease shall be binding on the heirs, administrators, and assigns of both LESSOR and LESSEE in like manner as upon the original parties, unless modified in writing by mutual agreement after the execution of this contract.

IN TESTIMONY WHEREOF the Parties have hereunto set their hands and seals on this the  $14^{th}$  day of December, 2015, binding themselves, representatives, successors and assigns.

THIS INSTRUMENT HAS BEEN EXECUTED IN DUPLICATE, EITHER OF WHICH MAY BE TREATED AS AN ORIGINAL. LESSOR: ATTEST: MAYOR AND ALDERMEN OF JONESBOROUGH: ABBEY MILLER, RECORDER KELLY WOLFE, MAYOR APPROVED AS TO FORM:\_\_\_\_ JAMES R. WHEELER, TOWN ATTORNEY LESSEE: MITCH TRIPLETT STATE OF TENNESSE **COUNTY OF WASHINGTON** Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared, Kelly Wolfe, with whom I am personally acquainted, and who upon oath acknowledged himself to be the MAYOR of the Mayor and Aldermen of Jonesborough, the within named bargainer, a municipal corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Mayor. GIVEN UNDER MY HAND AND OFFICIAL SEAL at office in said State and County, this the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_. NOTARY PUBLIC

STATE OF TENNESSEE COUNTY OF WASHINGTON

My Commission Expires:\_\_\_\_\_

afor	Before m esaid, perso	e, the unde nally appea	-	-						-
am ackr	personally nowledged the ein contained	acquainted nat he execા	, and wl	no exe	cuted t	the fo	pregoing	inst	rument	and
the _	WITNESS day of	my hand a				ate and	d County	/ afore	esaid, o	n this
					-	N	OTARY	PUBL	IC	
•	Commission 1. Approve tl			 d Lease	e with M	1itch T	riplett fo	r the	Water I	ntake

2016 BARN AND LAND LEASE

THIS LEASE AGREEMENT, made and entered into on the <u>1st</u> day of <u>January</u>, 2016 by and between the MAYOR AND ALDERMEN OF JONESBOROUGH, a duly-incorporated municipality located within Washington County, with its principal office and place of business at 123 Boone Street, Jonesborough, Tennessee, hereinafter referred to as the LESSOR, and Mitch Triplett, hereinafter referred to as the LESSEE:

### WITNESSETH:

That for and in consideration of the annual rental hereinafter set forth, the conditions and the mutual covenants hereinafter contained, the LESSOR does hereby let, lease and demise until the LESSEE the hereinafter described property, situate, lying and being in the Washington County, Tennessee, and being more particularly described as follows:

Being approximately 12 acres of land with a barn owned by the Mayor and Aldermen of Jonesborough at the 17 acre site of the new water intake on Arnold Road, excluding the area needed for an intake and a trailer in the southwestern corner.

### **EFFECTIVE DATE**:

property.

This lease will take effect as of January 1, 2016 and will be for a period of 12 months, terminating on December 31, 2016.

### **OPTION TO RENEW:**

Should the terms of the lease herein expressed be carried out fully and faithfully for the first year, the LESSEE shall have the right to renew this lease on rental terms to be agreed between the parties for an additional year if approved by the Mayor and Board of Aldermen.

Should the LESSEE desire to exercise this option then it shall give the LESSOR written notice of this intention ninety (90) days prior to the expiration of the initial term.

### **LEASE PAYMENT**:

There will be no lease payment for the year 2016 and the consideration for 2016 will be the raising of crops for the Town as provided for herein.

### **RECLAMATION OF PLOWED LAND:**

LESSEE agrees to return the leased land to its present condition if the land is plowed for cropland or modified for any other purposes.

### **TOWN'S USE OF BARN**:

The Jonesborough Water Department reserves the right to use a limited amount of space in the barn area to store equipment.

### **MAINTENANCE**:

The building erected on the property is mutually agreed to be in reasonably good condition. The LESSEE agrees that it will maintain the property in a reasonable manner returning the property to the LESSOR in as good a condition as received at the end of the lease period, fair wear and tear excepted. RESPONSIBILITY FOR LIABILITY:

LESSEE agrees to assume all responsibility for any injury, damage or adverse situation resulting from the use of the leased land.

#### SUBLETTING:

Should the LESSEE desire to sublet the premises, it shall be only with the express consent of the LESSOR and shall not include subletting of the space occupied by the LESSEE other than as a whole, i.e. the leased premises are not to be divided for purposes of rental. The LESSOR agrees that it will not unreasonably withhold agreement for subletting and once there is agreement, the new LESSEE shall attorn to it, but without release of the LESSEE under the terms of this agreement.

### LESSEE PAYMENT OF COSTS, EXPENSES, AND ATTORNEY'S FEES:

LESSEE shall pay LESSOR all costs and expenses, including attorney's reasonable fees incurred by LESSOR in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

### REMOVAL OF EQUIPMENT, MATERIALS, OR REFUSE:

At the end of the term of the lease, the lease is not renewed, the LESSEE agrees to remove all equipment, materials, refuse crops in storage, or any other item not on the lease property at the beginning of the initial lease term within thirty (30) days.

### **SLUDGE DISPOSAL:**

The LESSOR retains the right to spread and dispose of water plant or intake sludge from the settling basis if and when the LESSOR deems necessary and the Town of Jonesborough receives approval to do so from the State.

### **LAGOON CLEANING**:

If requested to do so by the Jonesborough Water Department by August 1, all row crops, other than the area set aside for the Raising of Crops for the Town as discussed in the following paragraph, are to be harvested prior to September 1 by the LESSEE and the LESSEE agrees to return the property to a suitable condition, including but not limited to mulching the stalks, to allow LESSOR to use the property for lagoon cleaning purposes.

## **RAISING OF CROPS FOR THE TOWN:**

LESSEE agrees to raise one-half (1/2) acre of pumpkins on a portion of the leased property for fall decorations in Town. Pumpkins shall be grown in accordance to recommended planting and growing practices from the Washington County/UT Extension Service. LESSOR agrees to harvest crop raised by LESSEE for this purpose. Even if the pumpkin crop on the leased property fails, the LESSEE agrees to provide a minimum of 50 medium size pumpkins to the LESSOR to be used with fall decorations.

### **RESTRICTIONS ON CROPS**:

LESSEE agrees that the property, which is the subject of this lease will not be cultivated for crops intended or that could be used for human consumption.

### **FENCING**:

LESSEE agrees that it will maintain the existing fencing on the property unless he obtains authorization of the LESSOR to remove such fencing. LESSOR retains the right to fence off any portion of the property necessary for the construction, operation or maintenance of the water intake facility for the Town of Jonesborough. LESSEE is authorized to erect any additional fencing needed for his use of the property subject to any such fencing being moved in the event the LESSOR needs that property or a portion of that property for the construction, operation or maintenance of the water intake facility for the Town of Jonesborough.

Additionally, LESSEE agrees to keep any gates existing or installed by the LESSOR closed and locked, if requested, at all times when he is not present on the property to maintain the overall security of the property, unless otherwise specifically agreed in writing by both parties. It is specifically understood that given the nature of the intended use of the property by the LESSOR that this provision is material to this contractual arrangement.

TERMINATION FOR ALTERNATE TOWN USE: Although every effort will be made to allow the LESSEE to fully use all area covered under this Lease for the purposes intended, the Board of Mayor and Aldermen reserves the right to utilize any area covered under the lease for Town purposes and activities with 30 day notice, however, any reduction of acreage shall result in a prorated lease payment, and any verified out-of-pocket expense specific to any portion of the leased area now being used by the Town will also result in a reduction in the lease payment.

### **ENTIRE AGREEMENT & CONTINUTATION OF AGREEMENT:**

The parties agree this document contains the entire agreement. The provisions of this lease shall be binding on the heirs, administrators, and assigns of both LESSOR and LESSEE in like manner as upon the original parties, unless modified in writing by mutual agreement after the execution of this contract.

IN TESTIMONY WHEREOF the Parties have hereunto set their hands and seals on this the <u>14<sup>th</sup></u> day of <u>December</u>, 2015, binding themselves, representatives, successors and assigns.

THIS INSTRUMENT HAS BEEN EXECUTED IN DUPLICATE, EITHER OF WHICH MAY BE TREATED AS AN ORIGINAL.

ATTEST:	LESSOR: MAYOR AND ALDERMEN OF JONESBOROUGH:
BY <sup>.</sup>	BY.

APPROVED AS TO FORM:	
J	AMES R. WHEELER, TOWN ATTORNEY
LESSEE:	
MITCH TRIPLETT	
STATE OF TENNESSE COUNTY OF WASHINGTON	
aforesaid, personally appeared, acquainted, and who upon oath ac Mayor and Aldermen of Jonesbord corporation, and that she as such N	Notary Public in and for the State and County Kelly Wolfe, with whom I am personally cknowledged himself to be the MAYOR of the bugh, the within named bargainer, a municipal Mayor, being authorized to do so, executed the ses therein contained, by signing the name of r.
GIVEN UNDER MY HAND and County, this the day of	AND OFFICIAL SEAL at office in said State, 20
	NOTARY PUBLIC
My Commission Expires:	
STATE OF TENNESSEE COUNTY OF WASHINGTON	
aforesaid, personally appeared acquainted, and who executed the	Notary Public in and for the State and County Mitch Triplett, with whom I am personally foregoing instrument and acknowledged that ee act and deed for the purposes therein
WITNESS my hand and sea on this the day of	al at office in the State and County aforesaid,, 20
	NOTARY PUBLIC
My Commission Expires:	

12. Approve the Agreement with Steve Cook to direct Music on the Square for the 2016 season under the terms established.

### TOWN OF JONESBOROUGH 2016 AGREEMENT WITH STEVE COOK MUSIC-ON-THE-SQUARE

THIS AGREEMENT made and entered into on this the <u>14<sup>th</sup></u> day of December, 2015, by and between the BOARD OF MAYOR AND ALDERMEN OF JONESBOROUGH, TENNESSEE, hereinafter referred to as the TOWN, and Steve Cook, hereinafter referred to as Mr. Cook:

#### WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the Town will pay Mr. Cook to direct Music-on-the-Square. In consideration whereof the parties hereto have agreed upon the following terms and conditions, which shall constitute, govern, and control the relationship between the parties hereto, the same being inseparable parts to this Agreement, to-wit.

#### **GENERAL**

Music-On-The-Square (MOTS) is a community event run by the Town of Jonesborough under the artistic direction of Mr. Cook and the administrative responsibility of the Parks and Recreation Department. MOTS is a series of Friday night concerts from May through September that are held around 7:00 p.m. in front of the Courthouse downtown and are free to the public. The performances draw from 300-600 people who are all ages and include a number of local residents as well as people from other counties. This Agreement between the Town and Mr. Cook establishes the responsibilities and scope of activities for both parties, and a level of compensation for the work performed by Mr. Cook during the term of this Agreement.

### SCOPE OF RESPONSIBILITIES

Mr. Cook shall perform the following activities:

- 1. Solicit and secure bands and performers to play during the MOTS season, which is scheduled in 2016 from May 1<sup>st</sup> through September 30<sup>th</sup>.
- 2. Provide training on the use of sound equipment and the necessary performance set-up.
- 3. Develop when appropriate, musical CD's and tapes of MOTS performances for sale by the Town at MOTS performances, the Jonesborough Visitors Center as well as other approved locations.
- 4. Assist with advertising MOTS throughout the year.
- 5. Direct the development and sale of MOTS accessories like tee-shirts, hats and other items under the authorization of the Town Recorder.
- 6. Provide all necessary financial information to the Town Recorder as required.
- 7. Assist in obtaining sponsors to financially support the event.

The Town of Jonesborough shall:

- 1. Provide administrative support and leadership necessary to carryout MOTS during the year.
- 2. Assist in advertising throughout the year.
- 3. Assist in obtaining sponsors to financially support the event.
- 4. Provide financial responsibility for and accounting of all MOTS activities, making deposits and payments in a timely manner.

- 5. Provide oversight of collections obtained during performances.
- 6. Provide liability insurance for the event.
- 7. Provide staffing when necessary to assist in carrying out the performances each week.
- 8. Provide equipment necessary for sound during the performances.
- 9. Undertake measures for traffic and pedestrian safety.
- 10. Provide necessary refuse collection.

#### FINAL AUTHORITY AND OWNERSHIP

Although it is intended for Mr. Cook, Town staff and the Jonesborough Advisory Committees to direct and operate the daily activities related to MOTS, it is understood that as an event run by the Town of Jonesborough, the Jonesborough Board of Mayor and Aldermen have the final authority, if it chooses to use it, to determine how MOTS is carried out. Additionally, all proceeds collected through sponsorships, donations, tickets or pass-the-hat type collections are to be considered made to the Town of Jonesborough and property of the Town. All equipment purchased with those funds or other Town Funds will remain the property of the Town. The event itself, the name "Music-On-The-Square" and the trademark "MOTS" shall at all times remain the property of the Town.

### POLITICAL AND OTHER NON-PERFORMANCE ACTIVITY

Use of the Music-On-The-Square name and/or logo for political purposes, or in support of or opposition to non-performance or non-arts related activities other than activities sponsored or supported by the Town of Jonesborough is prohibited without the authorization of the Jonesborough Board of Mayor and Aldermen.

#### **COMPENSATION**

In compensation for services rendered from May 2016 through September 30, 2016, Mr. Cook shall be compensated as follows:

A payment of twelve thousand dollars (\$12,000.00) subject to the availability of funds, and at the sole discretion of the Board of Mayor and Aldermen of the Town. Payment will be made to Steve Cook for services rendered in 2015 in selecting and contracting individuals and bands to play during the five (5) month performances season in 2016. The payment also provides compensation for activities involved in soliciting sponsors and donors, and in preparing advertising and marketing prior to the beginning of the schedule. The payment will be made after the end of the 2016 MOTS schedule and after a report is filed by the Town Administrator and Town Recorder outlining the financial status of the MOTS season and the success in the working relationship throughout the season. This report will be provided to the Board of Mayor and Aldermen by October 2016, and any payment to Steve Cook will be paid by October 31, 2016.

Special Event performances, those concerts occurring outside the normal May-September MOTS schedule, shall be compensated at \$200 per special concert night, subject to the availability of funds.

### TERM / EFFECTIVE DATE

This Agreement shall be in effect from January 1, 2016 through December 31, 2016.

### **OPTION TO RENEW**

Should the terms of the lease Agreement herein expressed be carried out fully and faithfully for the first year, Mr. Cook shall have the option to renew this Agreement

for an additional year subject to a review of compensation and the approval of the Jonesborough Board of Mayor and Aldermen.

### **ENTIRE AGREEMENT AND CONTINUATION OF AGREEMENT**

ATTEST:

The parties agree this document contains the entire agreement. The provisions of this Agreement shall be binding on both parties unless modified in writing by mutual agreement after the execution of this contract.

IN TESTIMONY WHEREOF the Parties have hereunto set their hands and seals on this the  $\underline{14^{th}}$  day of December, 2015, binding themselves representatives, successors and assigns.

THIS INSTRUMENT HAS BEEN EXECUTED IN DUPLICATE, EITHER OF WHICH MAY BE TREATED AS AN ORIGINAL.

MAYOR AND ALDERMEN OF

	JONESBOROUGH:
BY:ABBEY MILLER, RECORDER	BY:
ABBEY MILLER, RECORDER	BY: KELLY WOLFE, MAYOR
STEVE COOK STATE OF TENNESSE COUNTY OF WASHINGTON	
aforesaid, personally appeared, Kelly Wand who upon oath acknowledged himse of Jonesborough, the within named bargsuch Mayor, being authorized to do so	tary Public in and for the State and County Volfe, with whom I am personally acquainted, If to be the MAYOR of the Mayor and Aldermen gainer, a municipal corporation, and that he as b, executed the foregoing instrument for the le name of the corporation by herself as Mayor.
GIVEN UNDER MY HAND AND County, this the day of	OFFICIAL SEAL at office in said State and, 20
	NOTARY PUBLIC
My Commission Expires:	
STATE OF TENNESSEE COUNTY OF WASHINGTON	
aforesaid personally appeared Steve Coo	tary Public in and for the State and County ok, with whom I am personally acquainted, and and acknowledged that he executed the same therein contained.
WITNESS my hand and seal at o	ffice in the State and County aforesaid, on this , 20
	NOTARY PUBLIC
My Commission Expires:	<del></del>
APPROVED AS TO FORM:	D MULEELED TOWN ATTORNEY
JAMES	R. WHEELER, TOWN ATTORNEY

13. Approve the water line extension request by Wolfe Development for 1,780 feet associated with Phase 7 of Mill Creek Subdivision subject to all conditions of the Jonesborough Water Line Extension Policy.

14. Approve the closing of Main Street from Fox Street to Second Avenue on Saturday, March 11, 2016, from 6:00 p.m. until 8:30 p.m., and associated side streets for a Special Tribute to Emergency Responders in Jonesborough and Washington County.

The next item on the agenda was the Financial Report. Town Recorder Abbey Miller said this was a busy time of the year because of payroll yearend and added that there are a lot of new reporting requirements under the Affordable Care Act. She said the audit report was delivered last week and will be presented to the Board at the next Board meeting. Mayor Wolfe asked if there was any unanticipated cost related to the Affordable Care Act. Ms. Miller said there have been necessary changes to the payroll system and additional reporting forms, but it is primarily a compliance issue. Alderman Sell said he is concerned about contract employees and the IRS regulations, and feels this needs to be addressed at some point. Alderman Dickson made the motion, seconded by Alderman Countermine and duly passed to approve the Financial Report as presented.

Communications from the Mayor was the next item on the agenda. Mayor Wolfe asked Brad Parker representing the Historic Jonesborough Dance Society to come forward. The Mayor then read the following Proclamation:

### A PROCLAMATION CELEBRATING THE TENTH ANNIVERSARY OF THE HISTORIC JONESBOROUGH DANCE SOCIETY

- WHEREAS, the Historic Jonesborough Dance Society was chartered by the State of Tennessee in late fall of 2005 as a non-profit organization dedicated to the preservation and promotion of American folk dancing, and
- WHEREAS, the all volunteer organization has held community dances open to the public every first and third Saturdays each month during the year, and
- WHEREAS, ten years, over hundreds of dance nights and over 2000 hours of dancing later, the Historic Jonesborough Dance Society is now celebrating its 10<sup>th</sup> anniversary of Contra Dancing and live music at the Historic Jonesborough Visitor Center , and
- WHEREAS, through the leadership of founder-organizer David Wiley, the Historic Dance Society has brought in thousands of visitors from neighboring states, and contributed in the cultural preservation that has gained Jonesborough notoriety throughout the nation, and
- WHEREAS, it is important to acknowledge the on-going efforts of David Wiley and the Historic Jonesborough Dance Society's Board of Directors to contribute to the quality of life in Jonesborough, to help with efforts like the Jonesborough Food Bank, and to consistently offer quality family oriented dance activities that have served our community for ten years, then
- NOW, THEREFORE, I, Kelly Wolfe, as Mayor of the Town of Jonesborough, Tennessee, in behalf of the Jonesborough Board of Mayor and Aldermen and the residents of Jonesborough do proclaim a special tribute to the Historic Jonesborough Dance Society, acknowledging the years of dedicated service to the Jonesborough community, while expressing the hope that the HJDS will continue to be an integral part of life in Jonesborough for many more decades to come.

I encourage residents as well as members of the business community to express their appreciation to the HJDS Board for the countless hours in

quality programming and volunteer service in making Jonesborough an even better place to live and work.

**In Witness Whereof**, I have hereunto set my hand and caused the Official Seal of the Town of Jonesborough, Tennessee, to be affixed this 14<sup>th</sup> day of December, 2015.

KELLY WOLFE, MAYOR

ATTEST:

ABBEY MILLER, RECORDER

Mayor Wolfe said the Dance Society was instrumental in the installation of the new wood floor in the Visitor Center.

Mayor Wolfe asked Jacquelyn Crawford, 2016 Miss Historic Jonesborough, to come forward. He read the following Proclamation:

# A PROCLAMATION HONORING Miss Historic Jonesborough 2016

- WHEREAS, the Miss Historic Jonesborough Scholarship Pageant is a Miss America preliminary, and
- WHEREAS, the Miss America Scholarship program represents the largest single source of scholarships for the young ladies of this nation, and
- WHEREAS, Jacquelyn Crawford was crowned Miss Historic Jonesborough 2016, at the Annual Miss Jonesborough Pageant, thereby becoming the official Ambassador of Tennessee's Oldest Town, and
- WHEREAS, Jacquelyn Crawford has established herself as an outstanding role model for young people, continuing her education at Alice Lloyd College in Kentucky majoring in Pre-Medicine with the desire to become an Orthopedic Surgeon, and
- WHEREAS, Jacquelyn Crawford has chosen the young student "Lunch Box" Program as her platform with the desire to see that all young children receive healthy meals during the school day and summer so that no child goes to bed hungry, and
- WHEREAS, the Town of Jonesborough and its citizens greatly appreciate the individual sacrifice and dedication that Ms. Crawford is and will be showing in representing and promoting her platform and our Town, then
- NOW, THEREFORE, BE IT RESOLVED THAT this Proclamation be issued in honor of Jacquelyn Crawford, Miss Historic Jonesborough 2016, in recognition of her many achievements and accomplishments both in her personal life and in her educational endeavors.
- BE IT ALSO PROCLAIMED, that Jacquelyn Crawford is hereby an honorary citizen of the Town of Jonesborough, that she be given the key to our Town, and that she is officially invited to represent Jonesborough at all Town functions.

**BE IT FURTHER PROCLAIMED** that Jacquelyn Crawford be accorded the most sincere Congratulations and Best Wishes in the Miss Tennessee Pageant and beyond from the Board of Mayor and Aldermen and the citizens of the Town of Jonesborough.

May Ms. Crawford be continued to be blessed in whatever endeavors she may undertake.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Jonesborough, Tennessee, to be affixed this 14<sup>th</sup> day of December, 2015.

	KELLY WOLFE, MAYOR	
ATTEST:		
ABBEY MILLER, RECORDER	_	

Mayor Wolfe then presented Ms. Crawford with a key to Jonesborough and challenged her to find the lock it would open. Ms. Crawford said she hoped it was to the Lollipop Shop.

Mayor Wolfe presented the Employee of the Month award to David Gillenwater and read the following:

I would like to nominate the Town of Jonesborough Maintenance Employee David Gillenwater as employee of the month. This past weekend during Halloween Haunts & Happenings on Oct. 30, David went above and beyond his job duties to assist the Visitors Center staff during the event. We had a new idea to host a "Pumpkin Chunkin" booth during the event, but ended up being shorthanded with staff members to man the booth. David had worked all day, and left for a doctor's appointment near the end of his shift. Around 5 p.m., David came back in to work as a volunteer (knowing that he would not be getting paid) to help us during the event. He assisted us by carrying equipment downtown, setting up our booth, and even served as a "go getter" when children threw the pumpkins. When the event was over (which was a very long two hours), David helped us bring the equipment back to the Visitors Center. We saw more than 4,000 people downtown during Halloween Haunts & Happenings, and after a long week of work, David knew we would have our hands full and made the extra effort to come back and help us. David's dedication to the Town of Jonesborough team during the event was evident, and therefore I think makes him worthy as an employee of the month. Submitted by: Alicia Phelps

P.S. He even called us on the way back into work to make sure we had eaten dinner, since none of us had been able to leave the office all day!

Mayor Wolfe said he appreciates the job that David Gillenwater does every day and that we are very proud of him.

Mayor Wolfe next presented a Proclamation honoring Joan Furches:

### A PROCLAMATION HONORING JOAN FURCHES

- **WHEREAS**, for over 50 years, over half a century, Joan Furches has been a centerpiece of activity in downtown Jonesborough, and
- WHEREAS, in 1963 before Jonesborough's historic renovation and transition to more of a tourism economy downtown, Joan opened Furches Variety, a store

across from the Courthouse that has later operated as Jonesborough Antique Mart for decades, and

- WHEREAS, through her love for her community and her leadership ability, Joan Furches over the years has been a key person in starting many of the downtown activities like Jonesborough Days, Halloween Haunts and Happenings, the fall and winter decorating, and the Progressive Dinner; traditional activities in Jonesborough that for over 35 years are now "institutions" in the events taking place in Jonesborough each year, and
- WHEREAS, Joan is one of those rare business owners who has helped Jonesborough's downtown go from a dying small town to a much more vibrant historic downtown area alive with year-round activities and visitors, and
- WHEREAS, after five decades of being a cornerstone business owner and community volunteer, Joan Furches is now retiring from business life in Historic Jonesborough, then
- NOW, THEREFORE, I, Kelly Wolfe, as Mayor of the Town of Jonesborough, Tennessee, in behalf of the Jonesborough Board of Mayor and Aldermen and the citizens of Jonesborough, do hereby Proclaim, Sunday, November 29, 2015, exactly 52 years after the November 29<sup>th</sup> opening of Furches Variety Store downtown, as Joan Furches Day in the Town of Jonesborough. I encourage all business owners and residents to stop by Jonesborough Antique Mart to thank Joan for her decades of dedicated service to the business community in Jonesborough, for her continuous efforts to improve the quality of life in Tennessee's oldest town, and for her assistance in making Jonesborough one of the best small towns in America. May God bless Joan Furches in her retirement, and may we as a community continue to express to her the love and appreciation she so richly deserves.

**In Witness Whereof**, I have hereunto set my hand and caused the Official Seal of the Town of Jonesborough, Tennessee, to be affixed this 28<sup>th</sup> day of November, 2015.

KELLY WOLFE, MAYOR	

ATTEST:

ABBEY MILLER, RECORDER

Mayor Wolfe also presented a Proclamation honoring the life of Jonesborough resident Alfred Greenlee as follows:

# A PROCLAMATION HONORING THE LIFE OF JONESBOROUGH RESIDENT ALFRED GREENLEE

- WHEREAS, Alfred Greenlee worked for the Town of Jonesborough for over 37 years holding supervisory positions at the Jonesborough Water Treatment Plant, and for many years as the Water Distribution Superintendent, and
- WHEREAS, during his long service in the Water Department, Mr. Greenlee was a walking and breathing water system map because of his amazing memory and knowledge base that resulted in him knowing where all the valves, pipes, meters, and other water components were located in Jonesborough's entire water system; a skill that he had to use even in his later years when Town staff continued to ask him where certain lines are located, and

- WHEREAS, throughout his career with the Town of Jonesborough, Alfred Greenlee was an inspiration to other employees with his "can do" attitude, his positive and cheerful disposition, his love for the Town of Jonesborough, and his love and respect for the men her supervised, and
- WHEREAS, even after his retirement Mr. Greenlee continued to serve his community as Chairman of the Jonesborough Planning Commission, and other initiatives contributing to the growth of Jonesborough, and
- WHEREAS, in his adult life in Jonesborough, Alfred Greenlee was known as a man who treated all people with respect and dignity and he expected to be treated the same way, and as a result he was a beloved individual by everyone in the community regardless of color or race, then
- NOW, THEREFORE, I, Kelly Wolfe, as Mayor of the Town of Jonesborough, Tennessee, in behalf of the Jonesborough Board of Mayor and Aldermen and the residents of Jonesborough do hereby proclaim Saturday, December 12, 2015 as a day of Special Tribute and Recognition for Alfred Greenlee, for his tremendous positive impact on Tennessee's oldest town, and for being such a wonderful role model to so many people for so many years.

As we all deal with the sadness that follows the death of someone held in such high esteem, may we all pause and reflect on how God has blessed the people in Jonesborough with His special gift called Alfred Greenlee. May Alfred rest in peace and the Good Lord enjoy his company as much as we have in Jonesborough.

**In Witness Whereof**, I have hereunto set my hand and caused the Official Seal of the Town of Jonesborough, Tennessee, to be affixed this 12<sup>th</sup> day of December, 2015.

KELLY WOLFE, MAYOR

ATTEST:

### ABBEY MILLER, RECORDER

Alderman Dickson said there was a "home going" celebration honoring the life of 88 year old Alfred Greenlee. He said there was standing room only and a lot of people shared stories about Mr. Greenlee. He said Mr. Greenlee was a Water Department Superintendent for a long time, and people talked about the service he provided as a Town employee. Alderman Vest said Mr. Greenlee was a very generous and kind man and Town residents came out to celebrate his life. He said he appreciates the Board for the Proclamation.

Mayor Wolfe read a note from the Booker T. Washington School Alumni Committee thanking the Board for its support of their 75<sup>th</sup> reunion celebration.

Mayor Wolfe read a thank you note from Carol Transou. Mrs. Transou thanked the Board for the Proclamation honoring her and the key to the city. She said Jonesborough is a special place to visit, friends, storytelling, the McKinney Center, eating at wonderful restaurants and all the restoration make Jonesborough a unique place to live and visit. She thanked the Board for their leadership and creative management of Jonesborough.

Mayor Wolfe read a thank you note from Peggy and Tammy Cloyd thanking the Board and Town staff for the completion of the intersection of Persimmon Ridge Road and Main Street. She said Jonesborough employees did a great job and are dedicated to their work. She said Craig Ford and Wally Sparks are to be commended for the work and leadership on the project.

Mayor Wolfe announced that Raymond Yoakley has been certified to operate our boom truck.

Mayor Wolfe asked if the Board would add the resignation of Ted Lynch from the Planning Commission to the agenda. Motion was made by Alderman Countermine, seconded by Alderman Vest and duly passed to add the resignation of Mr. Lynch to the agenda.

Motion was made by Alderman Countermine seconded by Alderman Vest and duly passed to accept the resignation of Ted Lynch from the Jonesborough Planning Commission with regrets.

Mayor Wolfe said we need to add a Resolution authorizing the Mayor and Town Administrator to sign all documents associated with a TDOT 5310 Enhanced Mobility for Seniors Grant Application. He added that his grant will be a 90% grant with a 10% match from the Town. Motion was made by Alderman Vest, seconded by Alderman Sell to add the Resolution to the agenda.

Mayor Wolfe asked if the match would come out of reserve funds from the Senior Center. Mr. Bob Browning said the Senior Center Advisory Committee would make that determination. Motion was made by Alderman Vest, seconded by Alderman Sell and duly passed to approve the Resolution authorizing the Mayor and Town Administrator to sign all documents associated with a TDOT 5310 Enhanced Mobility for Seniors Grant Application.

Mayor Wolfe read the following Prayer list: Alfred Greenlee passed away, Brad DePriest's grandmother passed away, Gary Lykins' grandmother passed away and Tim Hensley's sister passed away; he asked that we continue to remember Wally Sparks who had surgery; Gary Lykins has a new granddaughter, Johnny Edwards' wife had an accident and his mother has been in the hospital, Nurse Terri's daughter is doing better, and Skye McFarland's boyfriend is out of the hospital and improving.

Mayor Wolfe said this year's Christmas Parade was a fantastic event and there were between 4,000 and 5,000 people in attendance. He said the quality of entries was great, as well as the music, and everyone seemed to enjoy it. He thanked the staff for a great job.

Alderman Communications was the next item on the agenda. Alderman Countermine agreed that the Christmas Parade was a great event and that he had not seen that many people downtown in a long time.

Alderman Vest said that Alderman Sell has worked very hard on one of the agenda items, and he appreciates Alderman Sell's involvement and leadership.

Alderman Sell said that he, Alderman Dickson, Mayor Wolfe, and Bob Browning have been touring facilities owned by the Town. He said they toured the wastewater plant, water plant, and recycling facility and that it was very educational to see each of the operations. He said it is beneficial to see the compassion and care of Town employees. Mayor Wolfe said it was a good tour and good to see the level of responsibility of our employees because their tasks are complex and complicated. He said Board members care and want to understand the operations of the Town.

Attorney Comments was the next item on the agenda. Town Attorney Jim Wheeler was absent.

Citizen Comments was the next item on the agenda. Ed Wolfe, 1103 Miller Drive, announced that there will be a prayer vigil at 3:00 p.m. on Sunday at the Courthouse for Muslims and refugees.

The first item under new business was the Resolution setting the BMA meeting dates for 2016. Motion was made by Alderman Dickson, seconded by Alderman Countermine and duly passed to approve the Resolution adopting a monthly regular meeting and budget meeting schedule for 2016 as follows:

#### **INSERT RESOLUTION**

The next item on the agenda was the change order from McCall Commercial Fencing for fencing at the wastewater plant. Motion was made by Alderman Vest, seconded by Alderman Sell and duly passed to approve the change order with McCall Commercial Fencing for \$4,870 to install additional fencing to enclose a vehicle storage lot and approve using \$5,100 of litigation funds to pay for the additional fencing and for evergreen material to screen the vehicle storage lot.

#### **INSERT CHANGE ORDER**

The next item on the agenda was the selection of a consultant for the National Register District Project. Mayor Wolfe said about three years ago he received a call from Virginia Maden, member of the Daughters of the American Revolution (DAR), a group that takes on projects that they feel are worthy. He said Ms. Maden asked for Town staff assistance to work on a grant to study properties in and around Jonesborough that were not part of the Historic District. He said the group presented their findings at the Visitor Center about homes that would qualify to be on the National Historical Register. He said a number of residents attended the meeting. He added that in order to move forward with a possible expansion of Jonesborough's National Register District, an application was submitted to the Tennessee Historical Commission for funding to hire a consultant to come in and make recommendations to home owners about the historical nature of their homes, and possible inclusion in an expanded National Register District; a Request For Proposals was advertised. Mayor Wolfe said we are very fortunate to have Deborah Montanti and Dr. Bill Kennedy as local resources; they met with Mr. Browning to make their recommendations about the consultant. Deborah Montanti said all three companies that submitted proposals are good companies. She said Thomason and Associates is very experienced and would offer more education opportunities for property owners and the Historic Zoning Commission than the other two companies. Mayor Wolfe said there is a fine line between preservation and infringing on private property rights. Ms. Montanti said the property owners will be the key in this process and cannot be forced to do anything. She said Mr. Thomason's emphasis will be on talking with property owners and helping them understand the economic benefits as well as the protections in place. Wolfe said there is no decision on the possible expansion of the historic district being made at this meeting. He said the Board may or may not choose to expand the Historic He said we need to explore the options, and he feels that this is a good District. Mr. Browning said there are two approaches to this: one is the recommendation. National Register District and the other is a Historic Zone. The Historic Zone has regulatory components while the National Register District has no regulatory authority. He said to be in the National Register District adds value to the property. Alderman Vest added that Mr. Thomason has done work in Aberdeen, North Carolina, which is a town similar in many ways to Jonesborough; it is a wonderful small town. Motion was made by Alderman Countermine, seconded by Alderman Vest and duly passed to accept the proposal from Thomason and Associates while authorizing the review committee to discuss ways with Mr. Thomason to reduce costs to within the \$24,000 of grant funds available through the Tennessee Historical Commission.

The next item on the agenda was the request for approval of a cost sharing plan for a left turn lane on West Jackson Blvd for Family Dollar. It was pointed out by Mayor Wolfe that there was a TDOT approval left turn lane design, and a more standard turn lane design in the plan recommended by the Traffic Advisory Committee; the TAC plan is a little more expensive because of the longer turn lane. Motion was made by Alderman Vest, seconded by Alderman Countermine and duly passed to approve the median improvement plan recommended by the Traffic Advisory Committee for improvements to medians between Payne Road and the median cut providing access to Family Dollar Store and to approve a partnership arrangement with Mark Ferguson in which the Town will construct the turn lane westbound into the Family Dollar site as designed in the TAC recommended plan only, with Mark Ferguson paying all the material costs and curbing labor costs associated with the turn lane plan approved by TDOT, subject to the approval of the Town's improvements by TDOT.

There being no further business, the meeting was duly adjourned.	
ABBEY MILLER, RECORDER	KELLY WOLFE, MAYOR