

BOARD OF MAYOR AND ALDERMEN

SEPTEMBER 14, 2020

Mayor Chuck Vest announced that due to area COVID-19 issues, the Board of Mayor and Aldermen would be foregoing public Citizen Comments at tonight's meeting. He thanked everyone for their cooperation.

PUBLIC HEARING

The Board of Mayor and Aldermen (BMA) met in a Public Hearing on Monday, September 14, 2020, at 7:00 p.m. at Town Hall, 123 Boone Street, Jonesborough, TN.

The first item on the Public Hearing agenda was an Ordinance annexing two parcels of land, totaling 1.48 acres, described as parcels 1.00 and 2.00 on Washington County Tax Map 60-J, Group F, located at the corner of Stage Road and Old Embreeville Road. There were no comments.

The next item on the Public Hearing agenda was an Ordinance adopting the General Fund, Solid Waste Fund and Drug Fund Budgets and Setting the Property Tax Rate for the Fiscal Year Beginning July 1, 2020, and ending June 30, 2021. There were no comments.

The next item on the Public Hearing agenda was an Ordinance Establishing Garbage and Refuse Collection Fees for Fiscal Year 2020-21. There were no comments.

The next item on the Public Hearing agenda was an Ordinance Establishing Water/Sewer Rates for Fiscal Year 2020-21. There were no comments.

The Public Hearing was closed.

ABBAY MILLER, RECORDER

CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

REGULAR MEETING

SEPTEMBER 14, 2020

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, September 14, 2020, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Chuck Vest called the meeting to order. Alderman Dickson led the group in an opening Prayer, and Ruth Verhegge led the pledge to the Flag.

Upon call of the roll those present were: Mayor Chuck Vest, Alderman Stephen Callahan, Alderman Virginia Causey, Alderman Terry Countermine, and Alderman Adam Dickson. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Abbey Miller, Operations Manager Craig Ford, and Town Attorney Jim Wheeler.

The next item was the Consent Agenda. Mayor Vest said he would like to move Item 2-c Committee Appointments and Re-appointments from Mayor Communications to the Consent Agenda. Alderman Callahan made the motion to add Item 2-c under

Mayor Communications to the Consent Agenda as requested by Mayor Vest, seconded by Alderman Dickson, and duly passed

Mayor Vest asked the Aldermen if there were items from the Consent Agenda they wanted pulled for discussion. Alderman Causey request that Item 10 – Special Event – Maker’s Faire Event Update by Mill Spring Makers Market be pulled from tonight’s agenda and added to the agenda for the October 13, 2020, meeting. Alderman Causey made the motion, seconded by Alderman Callahan, and duly passed to approve the following items on the Consent Agenda:

1. Approve the re-appointment of Mark Edmonds to the Historic Zoning Commission for a five-year term ending September, 2025, and appointment of Frank Collins for a five-year term ending September, 2025, to fill the vacancy due to Chairman William Kennedy’s retirement after 40 years of service on the Historic Zoning Commission.
2. Approve the minutes of the June 8, 2020, and July 13, 2020, regular meetings.
3. Approve the following August bills for payment:

<u>VENDOR</u>	<u>GENERAL</u>	<u>WATER</u>	<u>SANITATION</u>
96764-96784 AP	8,654.00		
96785-96887 AP	148,066.19		
96888-96903 AP	150,190.84		
96904-96930 AP	45,324.77		
9631-96937 AP	33,014.72		
96938-96947 AP	7,633.74		
96948-96969 AP	59,038.50		
96961 AP JUNE	5,673.63		
96962 AP	18,481.46		
96963 AP	3,888.92		
96964-96985 AP	14,082.86		
	494,049.63		
61166-61171 AP		1,200.00	
61172-61226 AP		274,327.58	
61227-61234 AP		9,413.33	
61235 AP JUNE		1,361.45	
61236-61240 AP		19,294.04	
61241-61247 AP		59,787.37	
61248-61256 AP		6,586.24	
61257 AP		2,900.00	
61258-61259 AP		2,021.78	
61260-61266 AP		1,288.85	
		378,180.64	
8879 AP			200.00
8880-8894 AP			10,543.81
8895-8897 AP			3,218.76
8898 AP			240.00
8899-8902 AP			816.19
8903-8904 AP			452.64
8905-8906 AP			315.00
8907 AP			200.00
			15,986.40

4. Approve the following Operations Manager Report:

During the month of September, we moved the inmate crew to the Repertory Theater. The old theater seats and old carpet was removed. Once removed, we began the process of restructuring the risers for the new carpet and seats.

Each riser was at a different elevation and did not meet current building or fire code standards. We also had to ensure that we had at least one and a half inches of wood on the floor in order to properly install the new theater seats.

An additional step had to be added at the bottom in order to make each riser height 4 inches. This took several days to complete. We also added floor joists to the floor in front of the stage and made the subfloor one and a half inches as well.

In order to accomplish this, the ramp had to be removed that leads into the theater. Once the new ramp was in place, we had to remove the emergency exit door on the west side of the building and raise it approximately one foot. The brick steps at the exit also had to be raised.

In addition to this work, there was some electrical work that had to be completed and we removed the curtain around the bottom of the stage and replaced it with wainscot. We were not able to complete the wainscot work as the prison crew was recalled for lockdown.

The work on the risers was completed on time. We were also able to repaint the auditorium walls and the ceilings. The new carpet was installed and the new theater seats have been installed as well. The end result looks great.

Brightridge completed installation of a vehicle charging station at the Visitors Center on the east side of the building near the UPS drop off. Staff from Water Distribution completed a bore from that location under the current parking lot to a pad-mount transformer behind the Visitors Center. We also repaved the area in the parking lot that had to be cut for the installation.

I am currently working on a striping plan for two spaces at the charging station to designate them as spaces for car charging only.

Work has progressed rapidly on the Smith Lane connector. I had to meet with Brightridge in order to have a pole moved at this site. Developer Kelly Wolfe has been very helpful on this project. The rough grade and drainage were completed by his staff. The Street Department has paved the binder coat of asphalt and the curbing has been completed. The guardrail is scheduled to be installed the week of October 14.

The Street Department has also been working on the new park site off Lincoln Avenue. They have hauled and graded several loads of dirt. I have met on the site with Gerald Sparks and we have developed a plan for moving the two fuel tanks from the site. The additional vent pipe has already been installed and we will be venting a moving these tanks in the next couple of weeks.

The Street Department has also been working at the current Britt Drive site to complete bins for storage of stone, leaves, mulch, etc. The curb and sidewalk work have also been completed at the new Wastewater Treatment Facility.

Much planning and preparation went into our town for the Storytelling Festival. Our staff should be commended for how great the Town looked and for how well our employees represented the Town during the festival.

A lady and her two adult daughters from North Carolina stopped by Tuesday morning to thank the Fire and EMS staff for saving her husband's life. They were leaving the festival when he suddenly became ill near the Fire Hall.

They stopped and our staff immediately provided assistance that no doubt saved his life. He was having a heart attack. He was transported to the Johnson City Medical Center. He underwent triple bypass surgery on Monday and should make a full recovery. She felt the actions of our staff saved his life. That was actually the second heart attack victim our staff assisted during the festival.

I also received many positive remarks on the Police Department and Facility Maintenance crew. Jonesborough is truly a special place and we are blessed to have the staff we have.

GRC Construction continues to make progress. They have installed the new roof structure on the Jackson.

5. Approve the following Committee Reports: Board of Zoning Appeals, Planning Commission, and Historic Zoning Commission.
6. Approve the following Supervisor Reports: Parks and Recreation, Fire Department, Visitor Center and Facilities Rental Manager, Building Inspector, Police Department, McKinney Center, MBM Program Director, Water Distribution, Street Department, Animal Control, Water Treatment, Director of Tourism and Main Street, Solid Waste and Recycling, Website Manager, Marketing and Promotions Coordinator, Environmental Services/Wastewater, Event Coordinator, and Recreation Capital Project Planner.
7. Approve the updated Building Inspector position description; the Administrative Development Advisor (part-time) position description, and the part-time Intern position description.

ADMINISTRATIVE DEVELOPMENT ADVISOR

GENERAL DESCRIPTION: Performs skilled and technical tasks conducting building and code inspections to ensure compliance to existing codes, ordinances and statues on an as needed basis. Work in this class involves responsibility of all ordinances and provisions of the Town building and mechanical codes, and zoning ordinances, to assure adherence to specified standards of materials, workmanship and safety, and for the enforcement of zoning and related ordinances. Supervision is received from the Operations Manager who reviews work through conferences and reports, and by the effectiveness of the inspection program. The incumbent's primary function is to assist in the training of the Town's Building Inspector and to conduct inspections in his/her absence.

In the event the Building Inspector has the necessary certifications, the scope of training will be narrower in nature and will focus on the Town's corporate limits, position description, and expectations of the position. Should the Building Inspector not have the required certifications, the incumbent will assist the Building Inspector in training and obtaining those certifications.

ESSENTIAL FUNCTIONS OF THE JOB:

- Conducts site visits to make building inspections;
- Conducts code enforcement inspections and field surveys;
- Records and documents all building inspections and code violations;
- Provides information and assistance to the public, contractors or other employees;
- Prepares reports as required;
- Assists in the training of the Town's Building Inspector;
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES: Comprehensive knowledge of all types of building construction materials and methods, and stages of construction when possible violations and defects may be most easily observed and corrected; comprehensive knowledge of engineering as applied to designs of reinforced concrete, steel, timber and other structures, and skill in making complicated engineering and mathematical calculations, and the use of

engineering devices and reference materials; thorough knowledge of town building and related codes, and zoning and related ordinances; thorough knowledge of civil engineering principles as applied to building and utility design; ability to read and accurately interpret plans, specifications and blueprints; ability to make inspection of a variety of public industrial, commercial and residential buildings for conformance with town codes, ordinances, regulations and construction standards; good professional judgment.

ACCEPTABLE EXPERIENCE AND TRAINING: Must possess a high school diploma or GED; graduation from a college or university of recognized standing with major course work in structural engineering or architecture and extensive experience in the design, construction or inspection of building structures; five years of experience in construction, design or inspections of building as supervisor or contractor, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities. Must meet all State of Tennessee certification requirements and possess a valid operator's license issued by the State of Tennessee.

OTHER REQUISITES: From time to time the incumbent may be assigned special duties by a superior or, on a temporary basis, may be asked to assist other employees occupying a different position. Employees in this class may be required to work overtime, weekends, holidays, and may be in an on-call status from time to time. This job description should not be construed as an all-inclusive statement of every task required of this position, but as a fair representation of the great majority of the work. Every effort will be made in advance to inform the incumbent of the temporary additional assignments, which under no circumstances are intended to constitute a demotion.

ADA REQUIREMENTS:

Physical Requirements: Task involves some physical effort, i.e. some standing and walking, or frequent light lifting (5-10 lbs.); or minimal dexterity in the use of fingers, limbs, or body in the operation of shop or office equipment. Task may involve extended periods of time at a keyboard.

Environmental Requirements: Task is regularly performed without exposure to adverse environmental conditions.

Sensory Requirements: Task requires depth perception and discrimination. Task requires visual perception and discrimination. Task requires oral communications ability.

Reasonable Accommodation(s): Reasonable accommodation(s) if needed will be provided for the employee to perform the required job with adequate strength, dexterity, coordination and visual acuity and in a manner that does not pose a direct threat to the health or safety of the employee or others in the workplace.

Classification: 16
Exempt
September 14, 2020

BUILDING INSPECTOR

GENERAL DESCRIPTION: Performs skilled and technical tasks conducting building and code inspections to ensure compliance to existing codes, ordinances and statues. Work in this class involves responsibility of all ordinances and provisions of the Town building and mechanical codes, and zoning ordinances, to assure adherence to specified standards of materials, workmanship and safety, and for the enforcement of zoning and related ordinances. Employee is under the direct

supervision of the Town Administrator and the general supervision of the Operations Manager. The incumbent serves as Town Staff for the Planning Commission, Board of Zoning Appeals, and the Historic Zoning Commission.

ESSENTIAL FUNCTIONS OF THE JOB:

- Reviews applications and plans for construction permits;
- Determines fee for permits;
- Assists in site plan review process;
- Conducts site visits to make building inspections;
- Issues certificates of occupancy;
- Conducts code enforcement inspections and field surveys;
- Prepares and issues violation notices;
- Assists the Town Administrator in preparing agenda for the Planning Commission;
- Appears and presents material before the Jonesborough Planning Commission, Board of Zoning Appeals, and/or Historic Zoning Commission;
- Records and documents all building inspections and code violations;
- Provides information and assistance to the public, contractors or other employees;
- Coordinates with Washington County Zoning on GIS mapping;
- Prepares monthly report of activities;
- Maintains files and prepares reports as required;
- Meets with Town Attorney and provides enforcement information when legal action may be necessary;
- Enforces Historic Zoning Codes and the Town's sign ordinance;
- Works with Town Code Enforcement Officer to enforce town codes;
- Represents Town of Jonesborough in court when building/code enforcement activities requires;
- Documents interactions related to enforcement actions or plan reviews;
- Receives and reviews sign permits and advises Town Administrator;
- Completes storm water site inspections in compliance with TDEC regulations;
- Operates in the capacity of Assistant Storm Water Coordinator and works with Storm Water Coordinator on all building/development sites;
- Coordinates with Fire Inspector and fire-related issues within the building code;
- Coordinates the naming of streets within the Town's corporate limits and completes street numbering when required;
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES: Comprehensive knowledge of all types of building construction materials and methods, and stages of construction when possible violations and defects may be most easily observed and corrected; comprehensive knowledge of engineering as applied to designs of reinforced concrete, steel, timber and other structures, and skill in making complicated engineering and mathematical calculations, and the use of engineering devices and reference materials; thorough knowledge of town building and related codes, and zoning and related ordinances; thorough knowledge of civil engineering principles as applied to building and utility design; ability to read and accurately interpret plans, specifications and blueprints; ability to make inspection of a variety of public industrial, commercial and residential buildings for conformance with town codes, ordinances, regulations and construction standards; good professional judgment.

ACCEPTABLE EXPERIENCE AND TRAINING: Must possess a high school diploma or GED; graduation from a college or university of recognized standing with major course work in structural engineering or architecture and extensive experience in the design, construction or inspection of building structures; five years of experience in construction, design or inspections of buildings as supervisor or contractor, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities. Must meet all State of Tennessee certification requirements and possess a valid operator's license issued by the State of Tennessee.

Must possess or obtain level I stormwater certification. Level II certification is encouraged.

OTHER REQUISITES: From time to time the incumbent may be assigned special duties by a superior or, on a temporary basis, may be asked to assist other employees occupying a different position. Employees in this class may be required to work overtime, weekends, holidays, and may be in an on-call status from time to time. This job description should not be construed as an all-inclusive statement of every task required of this position, but as a fair representation of the great majority of the work. Every effort will be made in advance to inform the incumbent of the temporary additional assignments, which under no circumstances are intended to constitute a demotion.

ADA REQUIREMENTS:

Physical Requirements: Task involves some physical effort, i.e. some standing and walking, or frequent light lifting (5-10 lbs.); or minimal dexterity in the use of fingers, limbs, or body in the operation of shop or office equipment. Task may involve extended periods of time at a keyboard.

Environmental Requirements: Task is regularly performed without exposure to adverse environmental conditions.

Sensory Requirements: Task requires depth perception and discrimination. Task requires visual perception and discrimination. Task requires oral communications ability.

Reasonable Accommodation(s): Reasonable accommodation(s) if needed will be provided for the employee to perform the required job with adequate strength, dexterity, coordination and visual acuity and in a manner that does not pose a direct threat to the health or safety of the employee or others in the workplace.

**Classification: 16
Exempt
September 14, 2020**

8. Approve the appointment of Shannon Winters as a Firefighter in the Fire Department at Grade 9 Step 2 (\$32,437) due to his current Firefighter II and EMT certifications, subject to all pre-employment conditions being met including WorkSteps.
9. Approve the appointment of Spencer Justice as a Firefighter in the Fire Department at Grade 9 Step 1 (\$31,492), who has completed the 64-hour basic Firefighter Course, subject to all pre-employment conditions being met including WorkSteps.
10. Approve the list of fire equipment that is non-serviceable and outdated to be destroyed: 10 Janesville fire coats, 16 Janesville fire pants, 15 Bullard helmets, 6 Cairns helmets, 5 Super Pass II pass devices, 22 leather and rubber boots, 6 pairs of gloves, 5 Nomex hoods, 9 Yellow Wildland jackets, 9 Yellow Wildland pants, and 10 Yellow Wildland helmets.
11. Acknowledgement of the Report on Debt Obligation for the General Obligation Bond, Series 2016, in the amount of \$3,294,000, for downtown improvements, through USDA-Rural Development.
12. Approve the opening of a separate bank account with First Horizon Bank under the name of "K-8 School Project".

The next item on the agenda was the approval of the Financial Report. Mayor Vest commented that the Town has experienced healthy sales tax collections for the month and year. He asked the Aldermen if they had comments or questions. There being none, Alderman Dickson made the motion to approve the Financial Report as presented, seconded by Alderman Countermine, and duly passed.

Communications from the Mayor was the next item on the agenda. Mayor Vest presented a proclamation for Suicide Prevention Awareness Month for September, 2020, acknowledging the 20th anniversary of the Tennessee Suicide Prevention Network.

INSERT PROCLAMATION

Mayor Vest next presented a proclamation declaring September 17 – 23, 2020, as Constitution Week in the Town of Jonesborough and marking the 233rd anniversary of the drafting of the Constitution of the United States of America.

INSERT PROCLAMATION

Mayor Vest said that Anthony Garrett, Water Distribution, was the September Employee of the Month and would be acknowledged at a future meeting.

Mayor Vest announced that Town citizens could contact Board members by email with their comments and concerns.

Alderman Communications was the next item on the agenda. Mayor Vest asked the Aldermen if they had any comments. There were none.

Town Attorney Comments was the next item on the agenda. Attorney Wheeler said he had nothing new to report.

The next item on the agenda was Citizen Comments. There were none.

The first item under Old Business was second and final reading of an Ordinance annexing two parcels of land totaling 1.48 acres, described as parcels 1.00 and 2.00 on Washington County Tax Map 60-J, Group F, located at the corner of Stage Road and Old Embreeville Road upon request of property owner Aaron Woodacre and zone the property R-1 (Low Density Residential) District. Mayor Vest asked the Aldermen if they had comments. There being none, Alderman Countermine made the motion to approve on second and final reading the annexation of parcels 1.00 and 2.00 totaling 1.48 acres on Washington County Tax Map 60-J, Group F, located at the corner of Stage Road and Old Embreeville Road, as presented. Alderman Callahan seconded the motion, and duly passed. Attorney Wheeler said the Board would need a separate motion for the zoning of the property. Alderman Dickson made the motion to zone the annexed property, being parcels 1.00 and 2.00 on Washington County Tax Map 60-J, Group F, located at the corner of Stage Road and Old Embreeville Road, as R-1 (Low Density Residential) District. The motion was seconded by Alderman Callahan, and duly passed.

INSERT ORDINANCE

The next item for discussion was second and final reading of an Ordinance Adopting the Annual General Fund, Solid Waste Fund, and Drug Fund Budgets and Setting the Property Tax Rate at \$1.20 for the Fiscal Year beginning July 1, 2020, and Ending June 30, 2021. Mayor Vest said the very low \$1.20 property tax rate is something the Town can be proud of and asked the Aldermen if they had any comments. There being none, Alderman Countermine made the motion to approve on second and final reading the Ordinance Adopting the Annual General Fund, Solid Waste Fund, and Drug Fund Budgets and Setting the Property Tax Rate at \$1.20 for the Fiscal Year Beginning July 1, 2020 and ending June 30, 2021, seconded by Alderman Callahan, and duly passed.

INSERT ORDINANCE

The next item for discussion was second and final reading of an Ordinance Setting the Garbage Collection Fees for Fiscal Year 2020-2021. Mayor Vest said there are no rate increases in the garbage collection fees and asked the Aldermen if they had any comments. There being none, Alderman Causey made the motion to approve on second and final reading an Ordinance Setting the Garbage Collection Fees for FY20-21 as presented, seconded by Alderman Dickson, and duly passed.

INSERT ORDINANCE

The next item for discussion was second and final reading of an Ordinance Establishing Water and Sewer Rates to Provide the Necessary Funds for the Operation, Maintenance and the Debt Service of the Jonesborough Water and Sewer Systems for Fiscal Year 2020-21. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Countermine made the motion to approve on second and final reading an Ordinance Establishing Water and Sewer Rates for FY20-21 as presented, seconded by Alderman Callahan, and duly passed.

INSERT ORDINANCE

The next item for discussion was a Resolution Supplementing Resolution 2020-10 to Provide Additional Flexibility in Connection With the Issuance of General Obligation Bond Anticipation Notes for the Jonesborough K-8 School Project. Mayor Vest asked Town Administrator Glenn Rosenoff for his comments concerning the proposed Resolution. Mr. Rosenoff said the Resolution would give the Town the flexibility to issue the Note as one or more note series and at one or more times for the purchase of land at \$2.2 million and design cost, but in no event would exceed the aggregate principal amount of \$32,750,000 as originally authorized by Resolution No. 2020-10. Mr. Rosenoff said currently the interest rates are under 1% which is great for the Town. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Countermine made the motion to approve the Resolution Supplementing Resolution 2020-10 to Provide Additional Flexibility in Connection With the Issuance of General Obligation Bond Anticipation Notes for the Jonesborough K-8 School Project, seconded by Alderman Callahan, and duly passed.

INSERT RESOLUTION

The first item under New Business was a Resolution Establishing a Budget for the Water/Sewer Fund for Fiscal Year Ending June 30, 2021. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Causey made the motion to approve the Resolution Establishing a Budget for the Water/Sewer Fund for FY2020-21, as presented. The motion was seconded by Alderman Dickson, and duly passed.

INSERT RESOLUTION

The next item for discussion was the Employee Compensation Plan for Fiscal Year 2020-2021. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Callahan made the motion to approve the Employee Compensation Plan for FY2020-21 as presented, seconded by Alderman Dickson, and duly passed.

INSERT COMPENSATION PLAN

The next item for discussion was approval of two Resolutions for Tennessee Department of Transportation (TDOT) SR-34 projects in the areas of Big Limestone Road to Culver Road and Big Limestone Road to McInturff Road which involves the relocation of Town waterlines in those areas. Mayor Vest asked Attorney Wheeler if the Resolutions could be combined with one vote or required two separate votes. Attorney Wheeler said the two Resolutions had to be voted on separately.

Mayor Vest read the following caption of the first Resolution: Acceptance of the Proposal of the Tennessee Department of Transportation to Construct a Project Designated as Federal Project No. HSIP-34(91), State Project No. 90002-2262-94, Pin No. 118773.00 from Big Limestone Road/McInturff Road to LM 2.02 (RSAR) Route: SR-34. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Causey made the motion, seconded by Terry Countermine and duly passed, to approve the Resolution accepting the proposal of TDOT for the construction of a project designated as Federal Project No. HSIP-34(91), State Project No. 90002-2262-94, Pin No. 118773.00 from Big Limestone Road/McInturff Road to LM 2.02 (RSAR) Route: SR-34.

INSERT RESOLUTION

Mayor Vest read the following caption of the second Resolution: Acceptance of the Proposal of the Tennessee Department of Transportation to Construct a Project Designated as Federal Project No. HSIP-34(103), State Project No. 90002-2256-94, Pin No. 121551.00 from Big Limestone Road to Culver Road Route at Route: SR-34. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Dickson made the motion, seconded by Terry Countermine, and duly passed, to approve the Resolution accepting the proposal of TDOT for the construction of a project designated as Federal Project No. HSIP-34(103), State Project No. 90002-2256-94, Pin No. 121551.00 from Big Limestone Road to Culver Road Route at Route: SR-34.

INSERT RESOLUTION

The next item for discussion was the Barn and Land Lease with Mitch Triplett for the 17 acres of property at the Water Treatment Plant beginning October 1, 2020, and ending September 30, 2021. Mayor Vest asked the Aldermen if they had any comments concerning the Barn and Land Lease. Alderman Dickson said he appreciates Mr. Triplett working with the Town for the past several years in regards to these leases. Mayor Vest called for a motion. Alderman Countermine made the motion to approve the Barn and Land Lease with Mitch Triplett for the 17 acres of property at the Water Treatment Plant, as presented. Alderman Callahan seconded the motion, and duly passed.

TOWN OF JONESBOROUGH

2020-2021 BARN AND LAND LEASE

THIS LEASE AGREEMENT, made and entered into on the 14th day of September, 2020 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 October 1, 2020 and will be for an initial period of one (1) year, terminating on September 30, 2021.

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 **2020-2021** and the consideration for **2021** 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:

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Mitch Triplett, with whom I am personally acquainted, and who executed the foregoing instrument and acknowledged that he executed the same as he free act and deed for the purposes therein contained.

WITNESS my hand and seal at office in the State and County aforesaid, on this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

The next item for discussion was the Barn and Land Lease with Mitch Triplett for 12 acres of property at the water intake site beginning October 1, 2020, and ending September 30, 2021. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Callahan made the motion to approve the Barn and Land Lease with Mitch Triplett for the 12 acres of property at the water intake site, as presented, seconded by Alderman Causey, and duly passed.

TOWN OF JONESBOROUGH

2020-2021 BARN AND LAND LEASE

THIS LEASE AGREEMENT, made and entered into on the 14th day of September, 2020 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:

This lease will take effect as of October 1, 2020 and will be for a period of 12 months, terminating on September 30, 2021.

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 **2020-2021** and the consideration for **2021** 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 & CONTINUATION 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 14th day of September, 2020, 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: _____ ABBHEY MILLER, RECORDER	BY: _____ CHUCK VEST, MAYOR

APPROVED AS TO FORM: _____
JAMES R. WHEELER, TOWN ATTORNEY

LESSEE:

MITCH TRIPLETT

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared, Chuck Vest, 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 she 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

My Commission Expires: _____
STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Mitch Triplett, with whom I am personally acquainted, and who executed the foregoing instrument and acknowledged that he executed the same as he free act and deed for the purposes therein contained.

WITNESS my hand and seal at office in the State and County aforesaid, on this the ____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

The next item for discussion was approval of the Use of Force and Duty to Intervene Policy of the Jonesborough Police Department General Order – Standard Operating Procedures. Mayor Vest thanked Police Chief Ron Street and Operations Manger Craig Ford for taking it upon themselves to expedite training in de-escalation techniques, officer’s duty to intervene, public assembly interaction, and emphasizing positive community and officer interactions and relationships. Mayor Vest asked Operations Manager Craig Ford if he had any comments. Craig Ford said the Police Department’s use of force policy was compliant; however, the department did not have a duty to intervene policy. Mr. Ford said he and Chief Street decided to adopt the State of Tennessee’s use of force and duty to intervene policy. He reported that the policy is compliant with both State and Federal Law Enforcement Accreditation Standards. Craig Ford said Jonesborough officers have already received eight hours of in-service training this year on verbal de-escalation and cultural diversity by Cesar Garcia, a State-certified Instructor who is classified as an expert in Federal Court. Mr. Ford said they are attempting to have Mr. Garcia come back to do eight more hours of training with all of the officers on the topic of use of force. Mayor Vest asked the Aldermen if they had any comments. Alderman Dickson said he had the privilege of serving on a subcommittee to offer feedback on the State’s proposed policy changes. He said their concerns were about the use of neck restraints, but were very pleased with how it was explained to them. Alderman Dickson said their primary concern was when a neck restraint would be deployed and were told that any chokehold would only be used in deadly force situations and not as a restraint technique. Alderman Dickson said that made him comfortable and shows that law enforcement wants to have a healthy dialogue with

elected officials of the larger community. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Causey made the motion to approve the Use of Force and Duty to Intervene Policy of the Jonesborough Police Department General Order – Standard Operating Procedures, as presented, seconded by Alderman Countermine, and duly passed.

INSERT POLICY

The next item for discussion was approval of a contract with NET360 for a new website design. Mayor Vest said there was a crash of the Town's website, and staff felt it was time to update the website design. Glenn Rosenoff said the Jonesborough Website Committee sent out Request For Proposals (RFP's) to rebuild the Jonesboroughn.org website. Mr. Rosenoff said five proposals were received, and the Website Committee interviewed the top three. He said the recommendation is to award the contract to NET360 for a total cost of \$11,574 which includes web design and meeting ADA compliance. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Countermine made the motion to approve a contract with NET360 for a total cost of \$11,574, as presented. The motion was seconded by Alderman Callahan, and duly passed.

The next item for discussion was approval of a contract with OptumHealth Care Solutions, LLC, for the use of its program at the Senior Center's fitness center; OptumHealth will reimburse the Senior Center \$20 per month per participant, and is offering a \$5,000 signing bonus to the Center with the proceeds to be used for fitness related services or needs. Mayor Vest asked the Aldermen if they had any comments. There being none, Alderman Callahan made the motion to approve the contract with OptumHealth Care Solutions, LLC, as presented, seconded by Alderman Causey, and duly passed.

INSERT CONTRACT

There being no further business, the meeting was duly adjourned.

ABBHEY MILLER, RECORDER

CHUCK VEST, MAYOR