

# **TOWN OF JONESBOROUGH**

**Town Hall Board Room  
123 Boone Street  
Jonesborough, TN 37659**

## **BOARD OF MAYOR & ALDERMEN**

### **CALLED MEETING NOTICE**

**SEPTEMBER 26, 2023**

**8:00 A.M.**

#### **PUBLIC COMMENTS REGARDING AGENDA ITEMS**

Members of the public wishing to speak concerning any item on the agenda during the Public Comment period must sign up by calling the Town Administrative Office at 423-753-1030 with their name, address, and subject about which they wish to speak no later than 2 hours before the meeting if the meeting occurs during normal business hours or by 4:45 p.m. the day of the meeting if the meeting occurs after hours. Otherwise, such member of the public must sign in at the location of the meeting, prior to the beginning of the meeting, by seeing the Town Recorder at meetings of the Board of Mayor and Aldermen, or the secretary or staff of any board, commission or committee constituting any other governing body under this resolution.

Each individual shall be given three (3) minutes to address the Board regarding Agenda items. Comments shall be limited to items on the meeting's Agenda

#### **AGENDA**

1. Call to Order
2. Opening Prayer
3. Pledge to the Flag
4. Roll Call
5. Public Comments
6. Discussion and possible action concerning acceptance of the Local Parks and Recreation Fund (LPRF) Grant Award.
7. Discussion and possible action on an agreement with Shane Adams.
8. Discussion and possible action on pending condemnation Resolution.
9. Adjournment

**TOWN OF JONESBOROUGH  
BOARD OF MAYOR AND ALDERMEN  
AGENDA PRESENTATION**

**DATE:** SEPTEMBER 26, 2023 **AGENDA ITEM #:** 6

**SUBJECT:** Acceptance of the Local Parks and Recreation Fund (LPRF) Grant

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**BACKGROUND:**

The Board has been periodically updated on the progress of the Local Parks and Recreation Fund Grant. The town was officially informed on 9/11/2023 that we have been the grant for the new school site. On 9/19/2023, the Jonesborough Planning Commission voted in support of the grant/project. A 50% match is required for the project which will be funded and leveraged through the value of the land, funds within the new Jonesborough School Project funding, and anticipated additional funds through the Washington County Commission. The match amount is \$2,445,250. The project narrative is presented below.

**Project Narrative**

Jonesborough's LPRF application is for funding assistance that essentially completes the development of recreational/athletic facilities located within Tiger Park. There are four playground areas within Tiger Park, one of which is located in the middle of the four major field areas and the tennis/pickleball courts. This playground has many climbing and fitness features and is focused on healthy exercise for young people while games are going on the surrounding fields. The other three playgrounds are around the school and with a focus on age and ability. The preschool playground is designed for very young children and is located adjacent to the two preschool classes in the school. It and the other playgrounds close to the school have outside access through the fencing to facilitate community use. The playground next to the Comprehensive Development Classes has equipment designed for any child, but it has additional equipment intended to enhance the experience of a disabled child. The large K-5 playground area that includes basketball goals, tether ball and sheltered seating is close to the multipurpose field area where youth soccer practices and games will be held frequently.

The Tiger Park project also includes the lighting of all four field areas: baseball, softball, large football/soccer, and the multipurpose field area for numerous "field" sports. Two tennis/pickleball courts will be constructed, fenced, an acrylic surface applied, and lighting installed. A concession and restroom building will be constructed in a central location between the field areas, and a picnic pavilion sized for four (4) hexagon tables will be constructed close to the concession. The project includes applying a ½ inch rubberized surface to the asphalt track around the football/soccer field to help reduce any potential muscle and/ or bone damage, especially with younger children and seniors. Recreation accessories like bleachers, bike racks, benches, trash cans, score boards, etc. are also included in the project.

**RECOMMENDATION:**

Approve the LPRF Grant Contract and match that provides funding assistance that completes the development of recreational/athletic facilities located at the school within Tiger Park, as presented.



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> October 1, 2023	<b>End Date</b> September 30, 2026	<b>Agency Tracking #</b> 32701-05155	<b>Edison ID</b> TBD		
<b>Grantee Legal Entity Name</b> Town of Jonesborough			<b>Edison Vendor ID</b> 0000004087		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number: N/A</b>			
		<b>Grantee's fiscal year end: June 30</b>			
<b>Service Caption (one line only)</b> Local Parks & Recreation Fund 2023 (LPRF) Town of Jonesborough Tiger Park Development (GMS 2023-9122)					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2024	\$2,445,250.00				\$2,445,250.00
2025					
2026					
2027					
<b>TOTAL:</b>	<b>\$2,445,250.00</b>				<b>\$2,445,250.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection			Grant applications are competitively scored based on criteria in an Open Project Selection Process (OPSP) found in the Local Parks and Recreation Fund Application Manual. Applications receiving the highest scores are awarded grants. The grant amount awarded is based on the amount requested by the grantee, with consideration of eligibility.		
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Scott Grammer \MKH</i>				CPO USE - GG	
<b>Speed Chart (optional)</b> EN00016412 32719		<b>Account Code (optional)</b> 71302000 - City			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND  
TOWN OF JONESBOROUGH**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Town of Jonesborough, hereinafter referred to as the "Grantee," is for the provision of Local Parks & Recreation Fund 2023 (LPRF) Jonesborough Tiger Park Development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004087

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall implement the following activities as described in Attachment A: (1)  land acquisition for local, state, or federal parks, natural areas, greenways; (2)  land acquisition for recreational trail facilities; (3)  trail development and maintenance; (4)  capital projects in parks, natural areas, and greenways, and, (5)  trail training, trail patrols and trail safety education.

The Grantee shall use grant funding for park development including construction of a bathroom, pavilion, stage, ADA parking/parking area, and ADA access path.

- A.3. The Grantee agrees to comply with the provisions of the Local Park and Recreation Fund Manual.
- A.4. The Grantee has been provided a copy of the Local Park and Recreation Fund Manual.
- A.5. Work completed under this grant is subject to inspection by the Park and Recreation Technical Advisory Service (PARTAS).

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2023 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million, Four Hundred Forty-Five Thousand, Two Hundred Fifty Dollars (\$2,445,250.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation  
Recreation Resources Division  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 2nd Floor  
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Environment and Conservation, Recreation Resources Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
  - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the

attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).



- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Anne Marshall, Director  
Recreation Resources Division  
Department of Environment and Conservation  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 2<sup>nd</sup> Floor  
Nashville, Tennessee 37243  
Email Address: [Anne.Marshall@tn.gov](mailto:Anne.Marshall@tn.gov)  
Telephone # (615) 330-6021

The Grantee:

Honorable Chuck Vest  
Mayor, Town of Jonesborough  
123 Boone Street  
Jonesborough, TN 37659  
Email: [donnaaf@jonesboroughtn.org](mailto:donnaaf@jonesboroughtn.org)  
Telephone # (423) 753-1030

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in

investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

**IN WITNESS WHEREOF,**

**TOWN OF JONESBOROUGH:**

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**GRANTEE SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

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**DAVID W. SALYERS, P.E., COMMISSIONER**

**DATE**



GRANT BUDGET				
TOWN OF JONESBOROUGH – LOCAL PARKS AND RECREATION FUND (LPRF)				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: OCTOBER 1, 2023 END: SEPTEMBER 30, 2026				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$7,600.00	\$7,600.00	\$15,200.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$79,000.00	\$79,000.00	\$158,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	\$2,358,650.00	\$1,418,650.00	\$3,777,300.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	\$940,000.00	\$940,000.00
25	<b>GRAND TOTAL</b>	<b>\$2,445,250.00</b>	<b>\$2,445,250.00</b>	<b>\$4,890,500.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Salaries	\$7,600.00
<b>TOTAL</b>	<b>\$7,600.00</b>

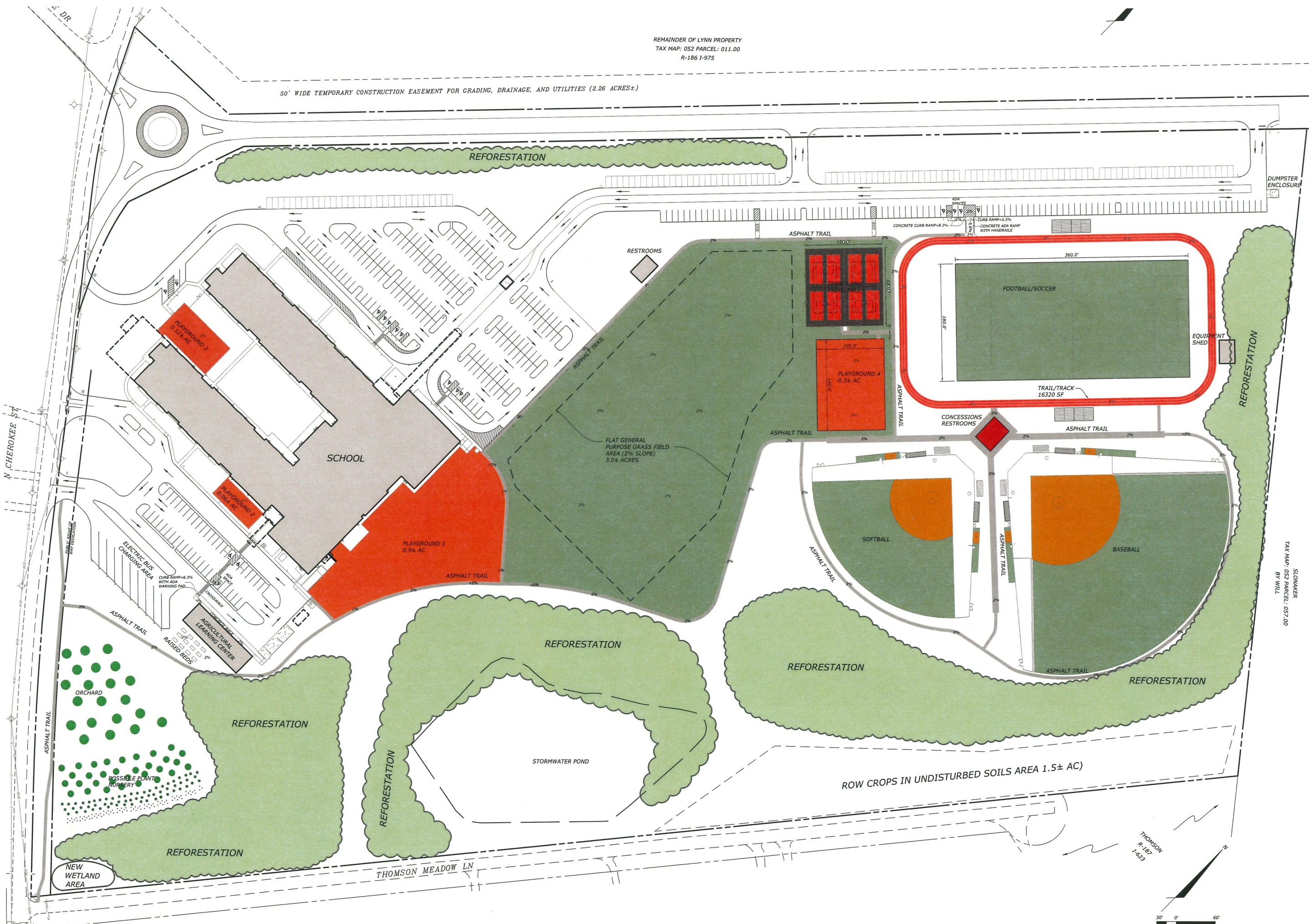
<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Grant Adm./A&E	\$79,000.00
<b>TOTAL</b>	<b>\$79,000.00</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Tiger Park Development	\$2,358,650.00
<b>TOTAL</b>	<b>\$2,358,650.00</b>

<b>IN-KIND EXPENSES</b>	<b>AMOUNT</b>
Land Value	\$940,000.00
<b>TOTAL</b>	<b>\$940,000.00</b>

REMAINDER OF LYNN PROPERTY  
TAX MAP: 052 PARCEL: 011.00  
R-186 I-975

50' WIDE TEMPORARY CONSTRUCTION EASEMENT FOR GRADING, DRAINAGE, AND UTILITIES (2.26 ACRES±)



SLONAKER  
TAX MAP: 052 PARCEL: 057.00  
BY WILL

THOMSON  
R-187  
I-623





*LS*  
landscape  
structures

Jonesborough K-8 School

*R*recreational  
concepts

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*LS*  
landscape  
structures

# Jonesborough K-8 School

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concepts.



# Jonesborough K-8 School

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*LS*  
landscape  
structures

Jonesborough K-8 School Athletic Area

1177126-01-02 • 8.15.2023

*R* rec

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**TOWN OF JONESBOROUGH  
BOARD OF MAYOR AND ALDERMEN  
AGENDA PRESENTATION**

**DATE:** SEPTEMBER 26, 2023 **AGENDA ITEM #:** 7

**SUBJECT:** Agreement With Shane Adams

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SEE ATTACHED

**CONTRACT**

**THIS AGREEMENT**, made on this \_\_\_\_\_ day of September, 2023, by and between **SHANE M. ADAMS**, Party of the First Part, and the **BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE**, Party of the Second Part:

**WITNESSETH:**

The Town of Jonesborough is in the process of completing renovations to the Jackson Theater on Main Street in Jonesborough, Tennessee adjacent to the property of the Party of the First Part. Said property is more specifically referenced at Roll 394, Image 1822 in the Office of the Washington County Register of Deeds. The Town of Jonesborough needs to purchase the alley and a portion of the property the new addition to the Jackson Theater encroaches upon both of which are located on the property of the Party of the First Part as shown on Exhibit "A" attached, and the parties have reached agreements for both the purchase of property and an easement over property and the value of the purchased property and easement as set forth herein.

**PROPERTY TO BE PURCHASED**

The parties hereto have reached an agreement as to the property to be purchased, which agreement is as follows:

The Party of the First Part will execute a warranty deed for the property shown on Exhibit A constituting the Alley and the encroachment of the building on the property and, in exchange, the Party of the Second Part will pay the consideration outlined below. Taxes for the year 2023 and previous years are to remain the responsibility of the Party of the First Part. The Party of the First Part covenants with the Party of the Second Part, its successors and assigns, that the Party of the First Part is legally seized and possessed of said property; that he has a perfect right to convey the same; that the same is free and unencumbered; and the title to said property he will forever warrant and defend against the lawful claims and demands of all persons whomsoever. In

exchange, the Town agrees to pay the amount set forth below at the time of closing. The parties understand time is of the essence in closing this transaction and will make themselves available to the closing agent chosen by the Party of the Second Part to complete the transaction.

The parties agree that as part of the consideration for this sale the Party of the Second Part will locate the switch gear for the electrical service of the Jackson Theater, including any and all improvements associated with the switch gear and located above the surface level of the alley such as the pad and or safety equipment including bollards will be located in the area in the South East Corner of the Alley adjacent to the property of Main Street Living Trust in an area 6 feet and two bollards against the pad to protect the end by 4.5 feet with the 6 foot boundary running parallel to the Main Street Living Trust property. The parties agree that this location and orientation of the area is a material part of the consideration for this agreement.

Prior to closing, and upon the acceptance of this agreement by the Board of Mayor and Aldermen and the execution of this agreement by both parties, the Party of the First Part agrees to allow the Party of the Second Part to come onto the property to be conveyed for the purpose of erecting and maintaining the switch gear for the Jackson Theater electrical service and the underground power lines to the same.

#### **PROPERTY FOR EASEMENT**

The parties hereto have reached an agreement as to the property over which the Town shall have an easement, which agreement is as follows:

The Party of the First Part will execute an Easement in favor of the Party of the Second Part and it's successors or assigns along the joint property line of the Party of the First Part and the Jackson Theater Building and being 17 feet wide for purpose of constructing and maintaining subsurface drainage and maintenance of the building and, in exchange, the Party of the Second Part will pay the consideration outlined below. The Party of the Second Part agrees that it will not remove the tree currently located on the property of the easement and located along the interior line of the easement and

further that after any activity on the easement the Party of the Second Part will restore the surface of the property, including ground cover, shrubs, flowers, mulch beds and paving, to the same condition as prior to the activity. The Party of the First Part agrees he will not plant any additional trees within the easement area.

The Party of the First Part covenants with the Party of the Second Part, its successors and assigns, that the Party of the First Part is legally seized and possessed of said property; that he has a perfect right to convey the same; that the same is free and unencumbered; and the title to said property he will forever warrant and defend against the lawful claims and demands of all persons whomsoever. In exchange, the Party of the First Part agrees to pay the amount set forth below at the time of closing. The parties understand time is of the essence in closing this transaction and will make themselves available to the closing agent chosen by the Party of the Second Part to complete the transaction.

#### **CONSIDERATION**

In consideration of the transfer of the property and the easement outlined above, the Party of the Second Part will pay to the Party of the Second Part the sum of Twenty-Four Thousand (\$24,000.00) Dollars. Closing costs will be paid by the Party of the Second Part.

#### **BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH**

By: \_\_\_\_\_

Chuck Vest, Mayor  
for the Board of Mayor and Aldermen  
**Party of the Second Part**

**ATTEST:**

\_\_\_\_\_  
Janet Jennings, Town Recorder

Approved as to form:

\_\_\_\_\_  
James R. Wheeler, Town Attorney

\_\_\_\_\_  
**SHANE M. ADAMS, Party of the First Part**

**STATE OF TENNESSEE  
COUNTY OF WASHINGTON**

Personally appeared before me, a Notary Public in and for the State and County aforesaid, **SHANE M. ADAMS**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

**WITNESS MY HAND AND OFFICIAL SEAL** at office in the State and County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**NOTARY PUBLIC**

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

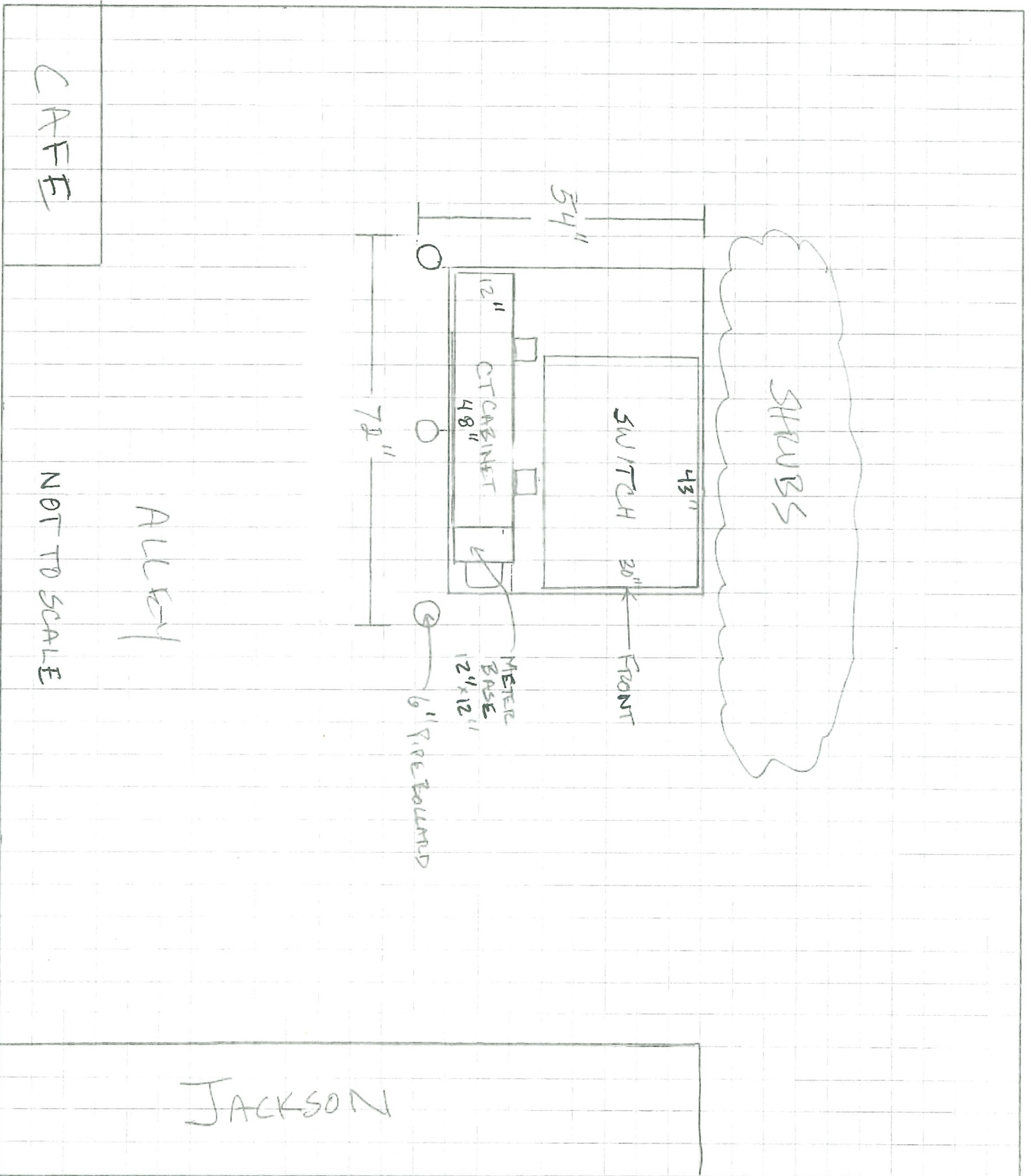
**STATE OF TENNESSEE  
COUNTY OF WASHINGTON**

Personally appeared before me, a Notary Public in and for the State and County aforesaid, **CHUCK VEST**, Mayor, Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument on behalf of the Board of Mayor and Aldermen of the Town of Jonesborough for the purposes therein contained.

**WITNESS MY HAND AND OFFICIAL SEAL**, at office in the State and County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**NOTARY PUBLIC**

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



**TOWN OF JONESBOROUGH  
BOARD OF MAYOR AND ALDERMEN  
AGENDA PRESENTATION**

**DATE:** SEPTEMBER 26, 2023 **AGENDA ITEM #:** 8

**SUBJECT:** Pending Condemnation Resolution

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Placed on agenda for further discussion if the Board chooses to.