

## BOARD OF MAYOR AND ALDERMEN

## REGULAR MEETING

February 12, 2018

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, February 12, 2018, at 7:00 p.m. at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Wolfe called the meeting to order and led the group in an opening Prayer. Town Administrator Bob Browning led the pledge to the Flag.

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

The next item was the Consent Agenda. Mayor Wolfe asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda. There were none. Alderman Fitzgerald made the motion, seconded by Alderman Countermine, and duly passed to approve the following items on the Consent Agenda:

1. Approval of the minutes for the January 15, 2018, BMA meeting was deferred until the March 12, 2018, meeting.
2. Approve the following January bills for payment:

<u>VENDOR</u>	<u>AMOUNT</u>
A-Z Office Resources	131.04
Advance Auto Parts	239.84
Aflac	2687.04
Allison Jean Parker	287.92
AlSCO	70.18
American Backflow	85.00
American General Life	118.16
American Home Supply	745.00
Amigo Mexican Restaurant	100.00
Andy Oxy Company, Inc.	332.21
Applied Maintenance	100.20
Archer Electric Service	530.00
Aulick Chemical Solution	1595.00
Auto Zone #2087	34.56
B&H Sales	232.76
Balloon-A-Tics	356.00
Barnes Exterminating Co.	40.00
Bays Truck Salvage	2400.00
Blackburn, Childers & Steagul	160.00
Blue Cross-Blue Shield	89135.35
Blue Ridge Voice & Data	1394.00
Blue Water Industries	2183.62
Branham Corp.	259.26
Brenntag Midsouth Inc.	1927.08
Brett Sean McCluskey	50.00
Bulls Eye Graphics	70.22
Business Health	3544.00
Casey Spurlin	200.00
Central Paper and Supply	264.32
Centurylink	62.07
Chad Garber	250.00
Chappell's Pest Control	45.00

<u>VENDOR</u>	<u>AMOUNT</u>
Charlton's Stanley, Phd	125.00
Cintas Corporation #202	952.03
Cintas First Aid & Safe	34.45
City of Johnson City	463.86
Cline-Holder Electric Supply	7.27
Comcast C/O 3PPP	170.41
Community Development	1500.00
Consolidated Pipe & Spl	8046.00
Core and Main	737.50
D. Todd Wood	4480.00
Dearborn National	602.17
Dennis Dwayne Brooks	700.00
Don Burger	174.80
Economy Printing, Inc.	220.00
Ecosafe Landfill YA	6323.65
Electric Motor Repair	969.00
Ellis Honey	198.00
Employee Security	250.00
Erwin Utilities/WTR Tes	100.00
Esc Lab Sciences	239.00
Ferguson Enterprises #5	6617.39
Fire Extinguisher Co.	16.00
Fleenor Security System	252.00
Food City	18.24
Foster Signs	3298.85
G & C Supply Company, Inc.	975.00
Gall's LLC	136.50
Gary Lykins	1000.00
Grafik Touch	317.52
Grainger	243.30
Grand Rental Station	644.88
GRW Engineers, Inc.	523.55
Harbor Freight Tools	155.07
Hayes Pipe and Supply	1550.00
Henry Schein, Inc.	42.94
Herald & Tribune	55.00
Historical Folk Toys, I	36.90
Home Depot Credit Service	4106.94
Imagine Technology	1995.00
Information Age	1799.95
Ingles #4205	144.48
J J' s Eatery	111.30
James R Wheeler	4975.50
Jamsa	200.00
Janette Gaines	120.00
Jefferson Sales South	1336.00
John C. Snyder	50.00
Jonesborough Pizza Parlor	85.00
Jonesborough HRA	7600.00
Jonesborough Senior Ctr	1298.13
Jonesborough Water Dept.	2541.09
Jonesborough/Washington	3851.25
Jules Cooriere	161.63
Karne Fine	60.00
Karen Sue Hitchcock	113.00
Kaylea Butler	6.99
King's TireService, In.	4377.44
Liberty National	2238.92
Lisa Pattision	70.00
Lora Darlene Hatley	88.00

<u>VENDOR</u>	<u>AMOUNT</u>
Lowe's	7505.93
Mahoney's Sportsman's	258.73
Meade Tractor	43.00
MHC Kenworth – Kinsport	103.12
Microbac A/R	459.40
Mulch Company	270.00
Nafeco, Inc.	317.40
Networkfleet, Inc.	1657.30
Northeast Tn Tourism	2550.00
Old School Auto Parts, Inc.	2743.78
Olde Towne Hardware	538.68
Olde Towne Small Engine	531.18
On-Duty Depot Knoxville	202.30
Osborne Electric Inc.	6375.00
Pardue Photograpics	520.00
Parish Nursing	600.00
Phyllis Anne Fabozzi	150.00
Pioneer Baseball Club	300.00
Power Equipment Co.	2567.91
Precision Ironworks	4150.50
Print Distribution Services	1862.50
Progresseion Electri	675.00
Quality Trophy & Engraving	12.50
Reeves Alignment & Auto	30.00
Reinhart Foodservice LL	175.16
Reliance Standard (Vol)	467.32
Ricky D Duvall	50.00
Ricoh USA, Inc.	3446.76
Ricoh USA, Inc.	149.43
Robin Goodman	90.00
S.B. White Company	300.00
Sam's Wholesale #8222	45.00
Saratoga	1323.13
Savant Learning System	1725.00
Sesac	417.00
Shirt Tail Designs	109.00
Shred-It	59.54
Simplex Grinnell	28443.84
Siteone Landscape Supply	76.90
Smart Source of GA, LLC	172.27
Southern Water Service	5575.41
Specialized Operations	2103.00
Stafford Custom Graphic	387.50
Standard Forms	530.28
Stowers	2234.46
Summers Hardware	337.52
Summers-Taylor Inc.	2065.84
Supplyworks	1694.08
Tennessee B & E Division	55.00
Tennessee Hospitality	150.00
Tennessee 811	95.00
Terminix Processing Cen	160.00
Tetra Tech, Inc.	750.00
TFACA	222.00
The Corner Cup	25.28
Thomas Reuters – West	162.77
TML Risk Management Poo	915.36
TN Bureau of Investigation	145.00
TN Comptrollers of the	2054.00
Tn Dept of Health	1350.00

FEBRUARY 12, 2018

<u>VENDOR</u>	<u>AMOUNT</u>
TN Environmental Council	500.00
TN Federation of Fire	100.00
TNVA Energy Solutions	46.20
Town of Jonesborough	7950.00
Town of Jonesborough	431.20
Town of Jonesborough	431.20
Tractor Supply Credit	39.99
Treasurer, State of TN	3460.00
Tri-State Bolt & Screw	27.40
Truckpro LLC	85.44
TWWA	10.00
United Elevator Services	1283.31
United Parcel Service	128.84
United Way	353.58
USA Blue Book	118.36
V H Blackinton Co., Inc	10.00
Valley Equipment Co	3270.00
Verizon Wireless	139.11
Volunteer Wire Rope	531.78
Wascon, Inc.	550.00
Wash County Highway Dep	63215.20
Washington Farmers Co-op	187.35
Waste Management	1604.87
White's Auto Parts	480.54
Williams Electric	827.24
	<b>\$367,405.68</b>

<u>VENDOR</u>	<u>GENERAL</u>	<u>WATER</u>	<u>SANITATION</u>
87992-88115 AP	\$175,649.45		
88116 AP	\$1,037.00		
88117-88122 AP	\$3,865.95		
88123 AP	\$250.00		
88124-88147 AP	\$41,733.24		
88148-88153 AP	\$3,379.50		
88154-88173 AP	\$12,109.80		
88174-88177 AP	\$934.78		
88178-88209 AP	\$12,428.19		
88210-88214 AP	\$6,479.75		
88215-88221 AP	\$2,620.50		
	<b>\$260,488.16</b>		
57102-57192 AP		\$189,209.61	
57193-57195 AP		\$1,819.84	
57196-57201 AP		\$52,688.54	
57202 AP		\$50.00	
57203-57207		\$2,378.00	
57208-57210 AP		\$5,630.00	
57211-57218 AP		\$3,097.48	
57219-57223 AP		\$3,965.90	
		<b>\$258,839.37</b>	
7820-7838 AP			\$17,798.87
7839 AP			\$657.35
7840 AP			\$190.00
7841 AP			\$154.36
7842 AP			\$3,030.50
7843 AP			\$190.00
			<b>\$22,021.08</b>

3. Approve the following Town Administrator Report:

### Wastewater

Cobern has been working on entering system information into his new software program that tracks his maintenance activities and provide immediate access to plans and specifications for past projects, and detailed cut sheets for all equipment and vehicles in Wastewater. He has been helping direct the active planning process necessary to move forward in a timely manner with facility improvements on the Recycle/Wastewater complex as well as the Fleet Maintenance Facility.

Infiltration/Inflow – The ground is certainly more saturated and the crew is now searching for pipe breaks. The Wastewater Crew will be working on I&I elimination from March – May.

Crockett H.S. Sewer – The contractor is closed out. Our crew has pumped out almost all of the old package plant. The County will knock down the walls and cover the package plant, and before they do that we will pump out any remaining liquid in the basin. There is no sense to do that until the County is ready to cover it.

Pump Station Elimination – Todd Wood and Cobern Rasnick have been working on the design plan necessary to go under 11E with a gravity sewer line through the box culvert. Todd wood has to generate a design plan that is not only used to get approval from TDOT, but it has to have TDEC approval as well. The same is true with the effort to eliminate the 5 Points pump station. We have to have a detailed design plan in order to get TDOT and TDEC approval.

### Water

Water Treatment – Mark Brumback is doing great thus far as the Water Plant Director. He and Mike McCracken are communicating at a much higher level, and the two of them did a great job of getting us through the serious issues we faced during the recent really cold snap. Mark has moved improvements forward and made some important repairs.

By-Products Reduction – Mark Brumback has developed an innovative plan to improve our carbon feed system at the intake. He is working on cost details, but it would be a fraction of the cost of a new carbon feed unit developed outside the intake building that would cost well over \$100,000.

Water Loss – Mike McCracken's crew repaired over 60 leaks in a little over a one-week period during the recent very cold snap. One major leak in a 12-inch line apparently had been leaking for a long time into Cherokee Creek, and when it totally blew out and then was repaired our system tightened up noticeably. We are currently full at Woodlawn, and close to 50 feet of water at Persimmon Ridge (we were averaging about 35 feet before Mark Brumback came on board), and we have had a reduce what we are pumping out of the Water Treatment Plant to the lowest level in a long time.

Mike McCracken met with GRW engineering a few days ago to discuss expanded zoning in our system in an effort to lower pressure and reduces leaks and water loss, especially in the Leesburg area.

I am working with Mike McCracken on revised cost estimates for replacing the 80-year-old cast iron line on E. Main Street. We had a number of major breaks on this line during the very cold weather, and Distribution and Streets will work closely together to undertake clean-up measures when the weather allows.

### Transportation

Jackson Blvd – Boones Creek Rd Intersection – Progress is slow on the project that is underway with Summers Taylor as the contractor. They had weather has limited any major progress. Major work has to be done in the drainage ditch area, and the rainy weather has shut down that type work.

Persimmon Ridge Road & W. Main Street. – TDOT held a Design Review meeting in Johnson City on February 8<sup>th</sup> to go over the details of the intersection project. TDOT is moving forward with the design, and it is scheduled to go out to bid in May.

SR-81 at Persimmon Ridge Rd/Jackson Blvd. – Glen Berry with the MPTO is currently working on a proposal to TDOT for the State to undertake an engineering analysis of the alternate route concept. This effort is currently in progress.

2<sup>nd</sup> Ave/Woodrow Ave. Intersection. – Grading is close to complete, and storm water facilities are in place. The weather needs to improve where we can put down the asphalt needed for a curb along 2<sup>nd</sup> Ave. When that is in place, we can backfill and complete the project. The deep drop off in the turn radius from 2<sup>nd</sup> Ave onto Woodrow Ave. has been eliminated.

N. Cherokee St./Smith Lane. – A proposal to purchase a 50 ft x 270 ft strip of land from Janice Randolph is on the February BMA meeting agenda for consideration. The land is needed to construct a connector from N. Cherokee St to Smith Lane. With the purchase of the connector R.O.W., we can work on the construction design plans for the connector and use those to establish a design plan for a signal at 11E and Smith Lane. We have lined up key support for the signal expense to be covered through the MPTO.

Franklin Ave. – Water Distribution has constructed a new water line down Franklin Ave, it has been tested, and the few services are being changed over to the new line. We went from a 2" line to a 6" ductile iron line. When the weather gets good enough, we will install a new storm tile down the ditch line on the eastside of Franklin, then backfill and regrade the slope. We will then asphalt a strip that allows a curb to be installed along the east side of Franklin, and then the slope will be graded to the top of the curb. This will allow us to complete all of the grading and stabilization from the new parking area to the curb down Franklin Ave.

Jackson Blvd and 2<sup>nd</sup> Ave. – The project is not as dependent on decent weather like the 2<sup>nd</sup> Ave/Woodrow and Franklin Ave project. If we continue to have we bad weather, we will likely switch the Street Crew over to this right turn lane project.

Paving. – We will have to pave Franklin Ave when we get all of the infrastructure work complete.

### **Grants**

LPRF Grant – TDEC is revising the term on the LPRF project to a contract start date sometime later in the spring. That is good for us because the two-year project term does not start until that new date.

Tennessee Arts Commission Grant – The ABC grant used with the Senior Center Story Initiative is closed out. The Big Band Dance under the \$4,400 senior focused Arts Commission grant was a major success, and Mary Sanger is working on the April choral concert to be performed in April through the remainder of the grant.

CDBG Façade Grant – Mayor Wolfe and I went to Nashville on January 31<sup>st</sup> to receive a \$100,000 ceremonial check for the Façade Grant. We also met with Rural Development and Governor Haslam. The Façade Grant relies on the new structural steel support for the front wall of the Jackson Theatre to be in place; when that front structural steel work is in place, we can actually implement the improvements to the theatre façade including the marquee, and Jackson Theatre signage early in the project.

### **Jackson Theatre**

We have been in on-going communication with Rural Development providing information needed for them to give us the go ahead to proceed. We appear to be very close to getting the okay to move forward, and when cleared, we will bring the Carter County inmate crew into the Stage Door building to start renovation there.

**McKinney Center Parking**

The formal grading and landscaping is waiting on the installation of a new curb down the east side of Franklin Ave. The new water line has been constructed down the west side of Franklin Ave., and we will be working on storm drainage as soon as the weather allows.

**Community Meetings**

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

## 4. Approve the following Operations Manager Report:

The inmate crew focused on two projects during the month of January. The first project was maintenance work at the Senior Center. A door had to be adjusted due to settling. Drywall was repaired around that particular door as well.

An additional weight machine was anchored to the floor in the fitness center. This is the second machine we have anchored to the floor due to movement. At some point, we may need to look at anchoring several of those machines to the floor. When the machines move, it causes the flooring to roll up which then becomes a trip hazard.

Finally, at the senior center, we removed a temporary sign and replaced it with the permanent sign.

The second project the inmate crew worked on was additional painting at the Storytelling Center. We did not finish all the requested upgrades to the Center last year. We are still working on painting the downstairs portion of the building.

Water Distribution completed the water line upgrade on Franklin Avenue. Now that this work is complete, the Street Department can complete the drainage work on the east side of Franklin Avenue.

The Street Department is substantially complete with the Woodrow/Second Avenue drainage project. We will have to wait until a private contractor can install the curbing. Once the curbing has been installed, the Street Department can finish the final grade. We will need to wait until we have more curbing to do or the contractor is working in Jonesborough as we have less than 200 feet of curbing to install.

The curbing and concrete has been completed for the curb cut to the Old Stephenson House behind the courthouse. I have spoken with the private contractor to mortar the brick pavers in. We have the pavers, we are just waiting on him to get them installed.

I have attended numerous meetings this past month with the engineer and Town personnel regarding the new garage site. At this point, I am awaiting the proper permits and when the weather breaks, we will begin preliminary site preparation.

## 5. There were no Committee Reports presented.

## 6. Approve the following Supervisor Reports: Water Distribution, Building Inspector, Fire Department, Police Department, Wetlands Water Park, Visitor Center Manager, Tourism and Marketing Director, Main Street Director, Website Manager, Promotions Coordinator, Solid Waste and Recycling, Environmental Services/Wastewater, Street Department, Animal Control, Parks and Recreation, Mary B. Martin Program for the Arts, McKinney Center, and JRT Artistic Director.

## 7. Approve the hiring of Arnold Laws as a Recycle Collection Driver/Worker with the Solid Waste Department at Grade 2, Step 1 (\$22,381), retroactive to February 5, 2018, subject to all pre-employment conditions.

## 8. Approve the resignation of Jim Rountree from the part-time Host position at the Senior Center.

9. Approve the hiring of Pam Kruger as a part-time Host at the Senior Center at Grade 1 Step 1 (\$10.25 per hour), subject to all pre-employment conditions.
10. Approve the hiring of William Arwood as a Wastewater Collection System Operator I at Grade 2 Step 1 (\$22,381), subject to all pre-employment conditions.
11. Approve an annual \$2,500 supplement for Police Major Matt Rice for performing the duties of Jonesborough's Surplus Property Coordinator in addition to his normal full-time duties as Operations Major in the Police Department.
12. Approve the 2018 Snow Hut Contract with Gene Loyd to be operated at Wetlands Water Park.

**TOWN OF JONESBOROUGH**  
**2018 SNOW HUT CONTRACT**

The Town of Jonesborough issues this contract to:

David E. "Gene" Loyd  
720 Opie Arnold Road  
Limestone, TN 37681

The Parties agree to the following terms:

1. **USE:** Contractor is licensed to sell Snow Hut Snowballs.
2. **CONTRACTED AREAS:** For the purposes defined in Paragraph 1, Contractor will use the areas specifically described as 10' X 10' Portable Building (white on white) to be located in the area above the sand volleyball court.
3. **FEES:** Contractor shall pay 20% of gross sales less applicable sales tax to the Town Recorder or an authorized designee on or before Monday of the week following generation of sales (Monday-Sunday). If the fee is not paid on time, the Contractor agrees to pay all costs that the Town incurs in collecting the fees including but not limited to attorney and court cost. Contractor is responsible for collecting and remitting to the State of Tennessee Department of Revenue applicable sales tax on all Snow Hut sales.
4. **INSURANCE & INDEMNITY:** Contractor shall hold the Town harmless from any liability to personal injuries or property damage resulting from the Contractor's occupancy of the contracted areas described in Paragraph 2, the use of the contracted areas or equipment as described in Paragraph 1, or the sale of any product including the sale of "snowballs". Contractor agrees to maintain a liability insurance policy with minimum limits in an amount no less than \$700,000.00 and shall have the Town made an additional insured on the policy. Contractor will provide certified copies of the policy and the endorsement making the Town an additional insured under the policy to Town prior to the opening of the Season.
5. **CONTRACTOR STATUS:** The Contractor is considered by all parties to be an independent contractor. All persons employed by Contractor shall be the Contractor's agents and employees only.
6. **ILLEGAL USE:** Contractor shall not permit any offensive or illegal use of the contracted areas.
7. **ASSIGNMENTS:** Contractor may not assign this contract or transfer any interest in this contract without the prior written consent of the Town. The Town agrees to not arbitrarily withhold its consent. Any assignment or transfer made without written consent shall be null and void.
8. **IMPROVEMENTS:** No improvement(s) shall be made to the contracted areas without the prior written consent of the Town. Upon abandonment or



termination of this contract, the Contractor shall remove all personal equipment and supplies within a reasonable period of time (one week) and shall restore contracted areas to their original condition. If Contractor fails to remove any such items in a reasonable period of time they shall become the property of the Town. That will not, however, relieve Contractor of liability for the cost of their removal and restoration of the site. Removal of items will occur during times that the park is not open to the public or rented by private parties.

9. **MAINTENANCE:** Contractor shall maintain the contracted areas to standards of orderliness, sanitation and safety as may reasonably be required by the Water Park Director or the Town.
10. **COMPLIANCE WITH LAWS:** Contractor, in exercising the privileges granted by this contract, shall comply with all applicable Federal, State, County, and municipal laws, ordinances, or regulations. It will be the Contractor's responsibility to possess knowledge of all Health Department regulations governing operation of food service establishments.
11. **TERMINATION:** The Town may terminate this contract immediately if Contractor breaches any of the terms of this contract or for good cause. Either Party may terminate this contract without cause by giving written notice to the other at least thirty (30) days before the effective date of termination.
12. **PARKING:** The Town shall restrict all parking of vehicles to areas approved by the Water Park Director.
13. **USE BY OTHERS:** This contract shall not be exclusive. The Water Park Director reserves the right to permit private, evening facility renters to bring outside food into the park or to have the event catered. This will be permitted only after the renter and the Contractor have been provided an opportunity to discuss "in-house" food service options. The park renters shall ultimately have the opportunity to choose their particular food service provider.
14. **CONTRACTOR'S EMPLOYEES, AGENTS, AND SUB-CONTRACTORS:** Contractor, in the exercise of this contract, shall require that his/her employees, agents, subleases, contractors, subcontractors and their employees shall comply with all of the terms of this contract, and the Wetlands Water Park rules. Any individual or group associated with Contractor shall conduct themselves in a professional manner, and shall abide by all Water Park rules that are applicable to the patrons of the facility. Any obstruction of normal park operation by the Contractor, agents, employees, or other associated with the Contractor will result in potential dissolution of this contract.
15. **SALE OF BUSINESS:** If the Contractor sells its business during the operating season, the buying party will be allowed to continue the Contractor's sno-ball operation throughout the current season subject to the Town's right of cancellation contained in Paragraph 11 of this contract and subject to the Town's prior written consent approval of such sale. The Town agrees to not arbitrarily withhold permission for the buying party to continue to operate the Contractor's business if the Town is satisfied the buying party has a reputable business reputation and appears fully capable of fulfilling the terms of this contract.
16. **CHANGE OF NAME:** The Contractor may change operating name listed in this agreement subject to the approval of the Jonesborough Board of Mayor and Aldermen.
17. **PERIOD:** This contract shall begin on May 1, 2018 and end on September 30, 2018.
18. **ADDITIONAL REQUIREMENTS:**

Snow Hut – David Gene Loyd (Contractor) will operate and provide New Orleans style sno-balls during the 2018 season when the park is open. At a minimum, the Contractor will operate and provide New Orleans style sno-balls between the hours of 12:00 noon and 6:00 p.m. as long as the park is open. The Contractor also

agrees to remain open during Town sponsored after-hour parties at no additional cost to the Town.

The Contractor agrees to sell its product during after-hour corporate parties if requested by the person or organization sponsoring the party and if this same organization guarantees the Contractor \$50.00 in revenue for each hour of operation.

Contractor will close during periods of inclement weather when the park is closed or closing early.

Contractor must comply with all Health Department Rules and Regulations.

Contractor must maintain a neat appearance in front of and directly around the booth.

Contractor will be responsible for emptying of trash receptacles located around the booth.

Recreation employees will provide all grounds maintenance and general park clean-up.

There will be no shared employees. Both Wetlands and the Contractor will provide adequate independent coverage.

Contractor will be provided an area to exclusively market and sell Contractor's product.

Contractor will need to make arrangements for security of cash on hand, as well as, for security of employee personal belongings.

Wetlands will provide tube and admission cashiers, aquatic personnel, park greeters, general facility maintenance employees, grounds maintenance personnel, customer service representatives, and on-site supervisors of personnel.

Wetlands will handle all park scheduling that includes Private Parties, Birthday Parties, Special Events, and Explorer Programs. When Private Parties and Birthday Parties are scheduled, the park scheduler will inform Contractor of upcoming events.

Contractor will be responsible for removal of the booth at the end of the season including all associated products and equipment. If this relationship is successful, and with the Town's approval, Contractor may elect to leave their semi-permanent, metal building on site during the off season. This building will not be considered fixed property and will remain the property of the Contractor.

Contractor is not required to insure Town owned buildings with the contract agreement.

The Town of Jonesborough will require a copy of a daily gross sales receipt, which will be included with each weekly payment.

Pending a successful operating season as determined by both the Contractor and the Town, the Contractor will have the first option to contract the Snow Hut concession each year thereafter.

19. OTHER TERMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
DAVID GENE LOYD

Date: \_\_\_\_\_

TOWN OF JONESBOROUGH

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
                  KELLY WOLFE, MAYOR

ATTEST: \_\_\_\_\_  
                  ABBEY MILLER, TOWN RECORDER

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

- 13. Approve the 2018 Concession Agreement with Jonesborough Little League allowing them to use the Town's ballfield concession facilities from March 1, 2018, through August 1, 2018.

**TOWN OF JONESBOROUGH  
DEPARTMENT OF PARKS AND RECREATION  
2018 CONCESSION AGREEMENT**

This agreement is entered into by the Jonesborough Department of Parks and Recreation and the Jonesborough Little League herein called the "Concessionaire." In consideration of the Town of Jonesborough leasing the concession rights at the Persimmon Ridge Park Ballfields, it is agreed that:

**SCOPE OF CONCESSION:** This agreement shall grant the exclusive right and privilege to the Concessionaire to operate the concessions at the ballfield located at Persimmon Ridge Park in service to individuals or groups of individuals using the ballfields, playgrounds and park rental or picnic areas; however, such rights will not include determining who can and cannot use the ballfields, only the concession stand area; nor shall such rights of operation restrain or prevent such individuals or groups from engaging catering services for themselves or bringing their own food and drink to the ballfield area, as long as this food is not sold.

Concessionaire agrees to service and dispense concessions at such times the public needs refreshments and/or when the Director of Parks and Recreation Department directs and to provide in quantities adequate for the needs of the public. All sales and promotions will be operated efficiently in order to provide optimum revenue as well as service.

The introduction of additional privileges not contained and enumerated herein will be subject to the approval of the Recreation Director, and the Town officials.

**BUILDING AND LOCATIONS.** The Parks and Recreation Department will make available two concession areas, one in the concession/restroom building by the large ballfield, and the new concession area in the building by the most easterly field currently called the T-Ball field.

**REPAIRS AND MAINTENANCE.** The Parks and Recreation shall, at its cost and expense, make all ordinary and reasonable repairs required to preserve the buildings, occupied under this contract, except any damage done by the Concessionaire.

**CONDITIONS AND SURRENDER OF PROPERTY.** The buildings, which are the property of the Town of Jonesborough, shall remain the property of the Town of Jonesborough and upon termination of the contract by lapse of time or otherwise, the Concessionaire shall surrender possession of all said premises and part in as good condition as said premises were when first occupied by the Concessionaire.

**PLANS FOR ALTERATION.** The Concessionaire shall make no alterations of or repairs to any building, reserved for its use, or erect any new structure or building on the grounds without official approval from the Parks and Recreation Department.

**EQUIPMENT.** The Concessionaire shall, at his own cost or expense, furnish and maintain in good usable condition, a sufficient amount of movable equipment, dispensers, hot dog cookers, table utensils, dishes, such other equipment as may be necessary to properly furnish the services here in provided for in a manner acceptable to the Director of Parks and Recreation.

The Town of Jonesborough will not accept any liability or be responsible, in whole or part, for any damage, which may be sustained by any materials and/or equipment on any location resulting from any cause whatsoever.

**DISPOSAL OF GARBAGE AND REFUSE.** The Concessionaire shall not allow garbage or other refuse to accumulate or to gather in or about any of the buildings or structures occupied by the Concessionaire except in suitable covered garbage receptacles. The Parks and Recreation Department will be responsible for the removal of rubbish, trash, and garbage provided that the Concessionaire accumulates such trash at given points and at given times under the direction of the Town.

*Jonesborough Little League shall appoint personnel responsible for picking up trash and litter in and around the ballfields, creekway, and parking areas used by players and spectators every night the Concession Stand is in operation.*

**CLEANING PREMISES.** The Concessionaire shall furnish all labor, services, materials, supplies, and equipment necessary to maintain, in a clean orderly and inviting condition satisfactory to the Director, all premises used and occupied by the Concessionaire in the operation of concessions, together with the areas immediately surrounding the concession stand that are affected by said operations including but not limited to the spectator/bleachers area, creekway, and parking lots.

**UTILITIES.** The Parks and Recreation Department will furnish light, power, and water in such locations where these utilities exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of the Concessionaire and only after securing prior approval.

**EMPLOYEES.** The Concessionaire shall, at his/her own cost and expense, provide a sufficient number of employees to service the public promptly and efficiently and in a manner satisfactory to the Director. A minimum of one (1) adult is required *in each concession facility.*

The Concessionaire shall not permit any agent or employee to remain in or upon premise of Persimmon Ridge Park or in any of the buildings, structures or locations occupied by the Concessionaire for any period of time longer than is normally necessary to secure the premises and to perform minor clerical work after the close of business, provided, however, that if required for the protection of its property the Concessionaire may employ and permit watchmen to remain in said building, so occupied by it. *The Concessionaire shall provide the Recreation Director with the full name, social security number and date of birth for all concession workers.*

The Concessionaire shall employ only competent and satisfactory workmen and whenever the Director shall notify the Concessionaire in writing that any person employed on the premises in his/her opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such person's employment shall be reviewed thoroughly and appropriate action taken. *The Recreation Director shall have final authority if there is a difference of opinion on the appropriateness of a concessionaire worker.*

Concession stand personnel at the ballparks will be responsible for turning off the lights on the field, after the last game of the day securing the building, and policing the area to keep it sanitary.

**HOURS OF OPERATION.** The Concessionaire shall keep all concessions herein provided for the operation during all reasonable hours and at such other times as the public needs require or the Director shall direct. Ballfield concessions will be opened 30 minutes prior to the first game.

**ORDINANCES, LAWS AND REGULATIONS.** The Concessionaire shall not sell or permit to be sold, used or brought upon the premises of the Park intoxicating or alcoholic beverages, and shall not permit or suffer any gambling at any time upon said premises, and shall not permit improper or immoral conduct on the part of its officers or employees, and shall not permit hawking or any other noises or disturbance designed to attract attention or to solicit trade, and shall abide by the ordinances of the County of Washington, Town of Jonesborough, and the laws of the State of Tennessee, and of the United States, and the rules and regulations promulgated by the Parks and Recreation Department. There shall be no smoking in the concession stand and around the ballfield facilities

It shall be the obligation of the Concessionaire to apply for, pay for, and obtain all permits and licenses required by the various law enforcement agencies to operate the concessions, and to sell the approved merchandise.

**ACCOUNTS, BOOKS AND RECORDS.** The concessionaire shall keep books and records showing accurate and complete data on all receipts and disbursements in connection with the operation of all concessions. The Concessionaire shall provide monthly financial reports, which follow the Governmental Accounting Standards Board (GASB) guidelines to the Town Recorder and the Parks and Recreation Director. The Town Recorder has the right at all times to examine and audit all of said books and recorder and to reexamine and re-audit same.

**PAYMENTS.** The Concessionaire agrees to pay the Jonesborough Parks and Recreation Department a flat fee payment of \$1.00 as compensation for the lease. This payment shall be paid to the Board of Mayor and Aldermen on or before August 1 of each season. *Concessionaire is responsible for collecting and remitting to the State of Tennessee Department of Revenue applicable sales tax on concession sales.*

**CANCELLATION BY THE TOWN.** This agreement shall be subject to cancellation by the Town of Jonesborough in the event of the happening of any one or more of the following contingencies:

- A. In the event the Concessionaire is adjudicated as bankrupt, or because of its financial condition is judged by the Town as being unable to continue successful operation.
- B. Failure of the Concessionaire to perform, keep, and observe any of the conditions of the contract.

**RIGHT TO DECIDE QUESTIONS.** The decisions of the Director of the Parks & Recreation Department relative to the proper performance of terms of the contract shall be subject to the final approval of the Jonesborough Parks and Recreation Advisory Board and the Board of Mayor and Aldermen.

**ASSIGNMENTS AND SUB-CONTRACTS.** This agreement or contract of any of the rights and privileges provided for herein shall not be transferred or assigned by the Concessionaire without first having obtained the consent of the Town to do so.

**LIABILITY OF THE TOWN.** The Town, to the extent permitted by State Law, will be saved and held harmless by the Concessionaire from damage of any kind, make and description which may arise as a result of making this contract and the operation of the concessions by the Lessee. The Town shall not be liable for any damage to persons or

properties in the space leased exclusively to the Concessionaire. The Concessionaire only is responsible for the equipment within the concession stand and that the Town shall not be liable for any damage thereto or loss or theft thereof.

**RELATION TO TOWN.** It is the intent that the Concessionaire shall be considered as an independent contractor and that neither he/she nor his/her employees shall under any circumstance be considered servants or agents of the Town, and that the Town shall at no time be legally responsible for any negligence on the part of said Concessionaire his/her servants or agents, resulting in either personal or property damage to any individual firm or corporation.

**SIGNS.** The Concessionaire, at all locations used for the purpose of providing the services specified shall erect suitable signs, approved by the Director of the Parks & Recreation Department, informing the public of the nature of the services provided at any such location.

**INSPECTION.** The Concessionaire shall allow the Director of Parks & Recreation, or such other persons as may be designated, access to the premises at all reasonable hours for the purpose of examining and inspecting said premises, or making necessary building repairs, or for any other purpose, not unduly affecting the operation of the Concessionaire's business.

**NO SMOKING REQUIREMENT.** Persimmon Ridge Park is a "Smoke Free" park and smoking is prohibited by the Town of Jonesborough. The Concessionaire agrees to inform all workers in the concession stand area and parents/children using the concession stand that smoking is prohibited.

**TERM OF CONTRACT.** Term of this lease is for the 2018 season and will run from March 1, 2018 through August 1, 2018.

This agreement may be renewed by the Jonesborough Parks and Recreation Advisory Board with the consent of the Town of Jonesborough.

Executed on this day of 12<sup>th</sup> day of February, 2018.

LESSEE

LESSOR

\_\_\_\_\_  
CONCESSIONAIRE

\_\_\_\_\_  
KELLY WOLFE, MAYOR

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
ABBEY MILLER, RECORDER

APPROVED AS TO FORM: \_\_\_\_\_

JAMES R. WHEELER, TOWN ATTORNEY

14. Approve the attached list of Town non-serviceable surplus equipment items for disposal.

One ice machine located at the Senior Center

Manitowoc — model # B420, serial # 0504200

Seven water extinguishers located in the Fire Department. The Water extinguishers are as follows:

1. Z 190669
2. Z 190640
3. Z 190632
4. Z 190665
5. Z 190675
6. Z 190673
7. Z 190627

The next item on the agenda was the approval of the Financial Report. Abbey Miller said that revenues and expenses are in line with budgeted amounts and added that certified letters were mailed today to 2016 delinquent tax property owners. She said department heads have begun working on their budgets for next fiscal year. Motion was made by Alderman Vest, seconded by Alderman Sell, and duly passed to approve the Financial Report as submitted.

Mayor Comments was the next item on the agenda. Mayor Wolfe read the prayer list: those with illness: Jeff Thomas' mother, Tim Banner, Bud Causey, and Bob Browning's nephew Wayne Chandley; those with family deaths: Theresa Hammons' husband's grandfather Aron Hammons, Virginia Causey's aunt Martha Bowman Bost, and Craig Ford's brother-in-law Jack Blair.

Mayor Wolfe said he visited Chocolate Fest last weekend in downtown Jonesborough and it was a great event and success. JAMSA sent him a note stating the Street Department did a great job on keeping the downtown area clean during the event.

Mayor Wolfe said the MLK march was a great event with approximately two hundred participants. He thanked former Alderman Adam Dickson for helping organize the event and added that this is another example of folks coming together for a good cause. He said the McKinney Center staff did an excellent job.

Mayor Wolfe then asked Brad Slemons to come forward as Employee of the Month. Mayor Wolfe read the following nomination letter submitted by Street Department Supervisor Malcolm Highsmith:

*"I would like to nominate Bradley Slemons for the honor of Employee of the Month for February, 2018. Brad is a very valuable asset to our Street Department and strives towards providing quality services for our townsfolk and motoring public. Brad is a 'vested' employee, having been with the Town for 12 years now. Brad covers the basics of being a good employee, being timely, courteous, dependable and helpful. Brad exceeds these basic expectations by being willing to go the extra*

FEBRUARY 12, 2018

*mile in several different ways. Brad is always one of the first to volunteer for a task. Many times, these tasks mean coming in on the weekend, or nights, in not so agreeable weather. Brad can be counted on to be prompt when called upon to come in during special events or an emergency situation. Although Brad has children, he is always willing to if possible, make arrangements if he is truly needed to help the crew with a difficult situation. Brad drives/operates one of our larger snow plow trucks and is an integral part of our snow removal solution. In fact, many times I have to pull Brad and his snow plow unit to other locations to help out on one of our other routes. Brad is always up for the challenge and eager to help. Of course, Brad is a very cautious, careful and efficient operator on all of our other types of equipment. Brad is a very methodical operator, one that the other men feel very safe working around/near. A competent operator inspires confidence in the project, and the respect of those working with him. Brad is very willing to attempt new tasks, learn new material (such as the inner workings of traffic control layout and implementation), and to go the extra mile to bring a project closer to completion. For these reasons, I feel Bradley Slemons is deserving of the honor of Employee of the Month for February 2018."*

Mayor Wolfe thanked Brad for his hard work and many years of dedication to the Town.

Alderman Communications was the next item on the agenda. There were no comments.

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

Citizen Comments was the next item on the agenda. Mayor Wolfe said if any resident of the Town of Jonesborough would like to address the BMA, to come to the podium and state his or her name and address. There were no comments.

The next item on the agenda was revisions to the Radio System/NCIC Agreement with Johnson City. Mayor Wolfe said the City Manager of Johnson City made a few adjustments to the agreement, and it is back for final approval, and added that Attorney Wheeler has approved the revisions. Motion was made by Alderman Vest, seconded by Alderman Countermine, and duly passed to approve the revisions to the Radio System/NCIC Agreement with the City of Johnson City.



**AGREEMENT****A RADIO SYSTEM/NCIC AGREEMENT BETWEEN  
THE CITY OF JOHNSON CITY AND  
THE TOWN OF JONESBOROUGH**

THIS AGREEMENT, made and entered into by and between the **CITY OF JOHNSON CITY, TENNESSEE**, hereinafter referred to as "Johnson City", and **TOWN OF JONESBOROUGH, TENNESSEE**, hereinafter referred to as the "Jonesborough".

**WHEREAS**, Jonesborough has undertaken NCIC queries for Johnson City's Police Department for a number of years from midnight to 7:00 a.m. on weekdays, and for 24 hours each day on both Saturday and Sunday each weekend, and Johnson City desires for Jonesborough to continue providing this NCIC service in the future, and

**WHEREAS**, Johnson City controls access to its 800 MHz radio antenna system which can provide radio broadcast coverage for the areas of Washington County that Jonesborough needs to be able to communicate with its 800 MHz radios in order to provide quality Public Safety Service in the Jonesborough city limits, Washington County fire districts, and areas of Johnson City like the Ridges Subdivision in which Jonesborough is providing primary fire service, and

**WHEREAS**, Jonesborough desires to have access to Johnson City's 800 MHz radio antenna system in order to be able to effectively communicate with its public safety personnel and personnel of other agencies, and

**WHEREAS**, it has been deemed desirable for Johnson City and Jonesborough to enter into a mutually beneficial arrangement in which Jonesborough undertakes NCIC queries for Johnson City on a schedule acceptable to both parties, and Johnson City provides access and support for Jonesborough to effectively utilize Johnson City's 800 MHz radio system for important aspects of its communication, then

**NOW THEREFORE**, for and in consideration of the mutual benefits to each party, Johnson City and Jonesborough do hereby agree as follows:

**WITNESSETH:**

**GENERAL:** Johnson City and Jonesborough agree upon the following terms and conditions, which shall constitute, govern and control the relationship between the two parties as it relates to NCIC query and 800 MHz radio service, the same being inseparable parts of this Agreement, to-wit.

**SCOPE OF RESPONSIBILITIES:**

Johnson City will perform the followings services during the term of this Agreement:

1. Continue to provide 800 MHz radio system service to Jonesborough, including the 800 MHz component of Jonesborough's radio dispatch console. This radio service will be provided at no cost to the Town.
2. Cover the cost for Jonesborough for the current \$200 annually per radio State fee charged for the Jonesborough's Public Safety 800 MHz radios not to exceed seventy-five (75) radios covered under this Agreement. At such time the State may increase the per radio fee above the current rate, Johnson City's obligation to pay more than the current State fee may be re-negotiated with Jonesborough, if needed.
3. Undertake the repairs of the Jonesborough's Public Safety mobile and portable 800 MHz radios, when needed, during the term of this Agreement, provided Jonesborough brings the mobile and portable radios to the City's repair shop in Johnson City. It is understood that Jonesborough will be responsible for the purchase of any accessories during the initial phase. Johnson City will replace accessories at no cost to Jonesborough.
4. Allow, to the extent possible, Jonesborough to "co-op" with Johnson City with 800 MHz radio purchases as long as any cost associated with radios purchased through the co-op arrangement for Jonesborough is at Jonesborough's expense, including all parts and manufacturer's repairs.
5. Allow Jonesborough to continue to operate its non-NCIC related Record's Management System program using Johnson City's Record Management System software at no cost, and continue until such time that Jonesborough obtains its own software program needed to operate the RMS program itself, provided that Jonesborough continues to pay to the software providers the annual licensing fees necessary to be on Johnson City's RMS system.

Jonesborough will perform the following services during the term of this Agreement:

1. Provide NCIC service for the City of Johnson City Police Department during the week days on a schedule that would be between the hours of 12:00 am midnight through the next morning at 7:00 am.
2. Provide NCIC service for the City of Johnson City on weekends from 7:00 am Saturday morning through Monday morning at 7:00 am, and major holidays 7:00 am until 7:00 am the following morning.

3. Continue to provide the necessary training and obtain the required certifications for all of Jonesborough's dispatchers handling NCIC communications for Johnson City.
4. Continue to operate its NCIC program in a professional manner that reflects a high level of competency in State NCIC audit evaluations.
5. Provide the NCIC services for Johnson City through the terms of this Agreement, and any staff training costs for dispatchers at no charge to Johnson City.
6. Be responsible for acquiring at the Town's cost, all 800 MHz radios needed for the Jonesborough's Public Safety operation during the term of this Agreement.
7. Undertake any initial repairs needed on Jonesborough's existing 800 MHz radio equipment so all Jonesborough's radios covered under this Agreement are functional in advance of the initiation of the Agreement term.
8. Jonesborough's provision of NCIC service is limited to the volume level of NCIC service that can be provided by one dispatcher on duty during the times Jonesborough is providing NCIC service for Johnson City.

**Personnel Accountability:** The conduct and actions of Personnel for each party involved in the performance of services associated with this Agreement shall be the responsibility of the party employing those Personnel, and such Personnel shall at all times be considered employees of the municipality which normally employs them.

**Term of Agreement:** The term of this Agreement shall be ten (10) years beginning the effective date, and will automatically be renewed for an additional five (5) year term if no changes or termination is requested by either party.

**Effective Date:** This Agreement shall take effect after its approval of the governing boards of both parties and its authorized execution, by their authorized representatives, and shall remain in effect through the Agreement term or until either party may terminate the Agreement under the terms of termination set forth herein.

**Termination:** This Agreement may be terminated through written notice by either party at the end of the Agreement term, however, the effective date of actual termination of the Agreement shall only occur one year from the date of the written notice.

This Agreement may also be terminated at any time during the Agreement term by either party with one year advance written notice of the effective termination date. If Johnson City chooses to terminate the Agreement with a one year effective termination date that is before the end of the Agreement term, Jonesborough will incur after actual termination the cost of the State's 800 MHz radio fee, and any repair costs associated with the Jonesborough's 800 MHz radios. However, Jonesborough will be allowed to continue using Johnson City's 800 MHz radio system through the original term of this Agreement at no charge. In addition, Johnson City will sign the release necessary to allow Jonesborough to connect to the State's 800 MHz radio system directly or through another entity.

Amendments to Agreement: This Agreement may be amended at any time in writing through mutual consent of the governing bodies of both parties.

IN WITNESS WHEREOF, the Parties hereto affix their signatures on the date set forth below.

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

DATE: January 16, 2018

TOWN OF JONESBOROUGH, TENNESSEE



KELLY WOLFE, MAYOR

ATTEST:



ABBIE MILLER, TOWN RECORDER  
TOWN OF JONESBOROUGH

DATE: 2-15-2018

CITY OF JOHNSON CITY, TENNESSEE



DAVID TOMITA, MAYOR

ATTEST:

JANET JENNINGS, CITY RECORDER  
CITY OF JOHNSON CITY

The next item on the agenda was the first reading of an Ordinance concerning annexation of 140 Old Embreeville Road. Motion was made by Alderman Vest, seconded by Alderman Sell, and duly passed to approve the following:

1. Plan of Services associated with the possible annexation of the Georgia Greer residence at 140 Old Embreeville Road.

**TOWN OF JONESBOROUGH**  
**PLAN OF SERVICES**  
**PARCEL 13.02 ON WASHINGTON COUNTY TAX MAP 060**  
**140 OLD EMBREEVILLE ROAD**

The following plan of services is developed in association with the request to annex Parcel 13.02 on Washington County Tax Map 060 located at 140 Old Embreeville Road.

Police Protection – The Police Department currently patrols this section that is our South Cherokee Street and goes beyond 140 Old Embreeville Road to Jenny Lane. No change in operation is required to provide police service.

Fire Protection – There are homes within Jonesborough's town limits just past the Greer residence. Also, the residence is in the Jonesborough's County Fire District, so it is already is served by the Jonesborough Fire Department.

Streets – Our boundary map of our town limits shows the street in front of Ms. Greer's residence as being in our town limits already, so we have been maintaining the street and right-of-way.

Solid Waste – Our garbage truck already goes by 140 Old Embreeville Road, as well as the vehicles collecting recyclables, leaves, brush, junk, etc. Upon BMA approval of annexation and the thirty (30) day waiting period, Ms. Greer will be put on the list of residents eligible for solid waste services. No change in routes are necessary.

Recreation – Services through the Town's Recreation program are already available; they are not restricted by the town limits.

Senior Center – Services are already available, however, there would be a \$10 per year reduction in membership.

Water Service – Already available, however, there would be a reduction in usage fees by one-half.

Sewer Service – Sewer service would be available with a short extension up from Stage Road. This line would be available to serve other residences not currently in our town limits.

Administrative Services/Building Inspection/Zoning – All administrative services would immediately be available including building inspection. The property would be zoned R-1 as a part of the annexation ordinance.

2. Approve on first reading the Ordinance annexing the Georgia Greer residence at 140 Old Embreeville Road.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ANNEX CERTAIN PROPERTY LOCATED AT 140 OLD EMBREEVILLE ROAD INTO THE PRESENT CORPORATE BOUNDARIES OF THE TOWN OF JONESBOROUGH, TENNESSEE

Be it ordained by the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee as follows:

SECTION 1. That the Town of Jonesborough has received a request by Georgia Greer, 140 Old Embreeville Road, to annex this property into the corporate limits of the Town of Jonesborough, and the property is both almost adjacent to Jonesborough's current city limits, and in Jonesborough's Urban Growth Boundary.

SECTION 2. That the Jonesborough, Tennessee Zoning Ordinance Map which was adopted and enacted as part of the zoning ordinance be amended as follows:

A portion of Parcel 13.02 as shown on Washington County Tax Map 060 and located on Old Embreeville Road is hereby annexed into the corporate limits of the Town of Jonesborough.

SECTION 3. This ordinance shall be effective thirty (30) days after its passage on second and final reading, the public welfare requiring it.

SECTION 4. The property is hereby zoned R-1 upon annexation.

Approved by the Planning Commission \_\_\_\_\_ November 21, 2017

Passed on First Reading \_\_\_\_\_ February 12, 2018

Public Hearing Held \_\_\_\_\_

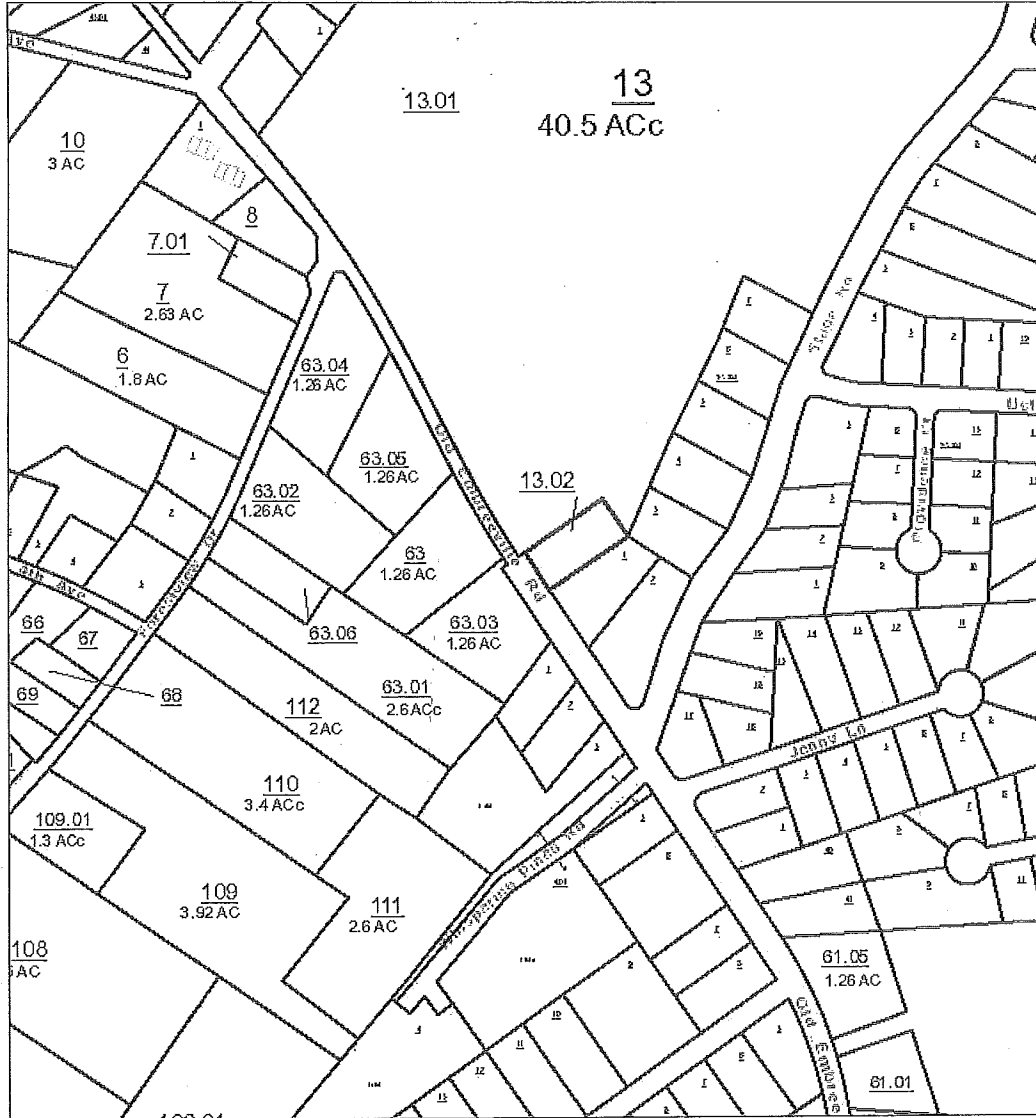
Passed on Second Reading \_\_\_\_\_

Approved and Signed in Open Meeting \_\_\_\_\_  
MAYOR

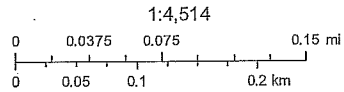
Attest: \_\_\_\_\_  
TOWN RECORDER

Approved as to Form: \_\_\_\_\_  
TOWN ATTORNEY

Washington County - Parcel: 060 013.02



Date: November 13, 2017  
 County: Washington  
 Owner: GREER GEORGIA M  
 Address: OLD EMBREEVILLE RD 140  
 Parcel Number: 060 013.02  
 Deeded Acreage: 0  
 Calculated Acreage: 0  
 Date of Imagery: 2015



TN Comptroller - OLG  
 Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

FEBRUARY 12, 2018

The next item on the agenda was discussion concerning the purchase of the Janice Randolph property for the construction of a street connector from N. Cherokee Street to Smith Lane. Mayor Wolfe recused himself because he owns property adjacent to the property under consideration. Vice Mayor Countermine presided for this item. Alderman Sell said he has looked at this for at least a year and feels this is a very safe option for this item. Alderman Vest said that intersection has needed improvements for a long time and feels a redlight would make it even safer. Motion was made by Alderman Vest, seconded by Alderman Sell, and duly passed to approve the purchase of the Janice Randolph property needed to construct a street connector from N. Cherokee Street to Smith Lane, for a cost of \$15,000, the appraised value, and with the funds coming from police camera citation revenue collected this fiscal year.

The next item on the agenda was the establishment of the 2018 election of the Jonesborough Mayor and two Aldermen. Motion was made by Alderman Fitzgerald, seconded by Alderman Vest, and duly passed to approve the Resolution Establishing the 2018 Election of Jonesborough's Mayor and two Aldermen on November 6, 2018.

**RESOLUTION NO. 2018-03**

**A RESOLUTION ESTABLISHING THE 2018 ELECTION OF  
JONESBOROUGH MAYOR AND ALDERMEN**

**WHEREAS**, Section 14 the Town of Jonesborough Charter provides that the Mayor and members of the Board of Aldermen be elected by the qualified voters of the Town of Jonesborough, and

**WHEREAS**, pursuant to the Town Charter, elections will be held biennially and with the state general elections in November, and

**WHEREAS**, said Town election must held November 6, 2018 to fill the office of Mayor and two Aldermen, then

**NOW THEREFORE BE IT RESOLVED** by the Board of Mayor and Aldermen of the Town of Jonesborough that the Washington County Election Commission is hereby requested and authorized to call a municipal election of Mayor and two Aldermen of the Town of Jonesborough to be held with the State general election on November 6, 2018.

DULY PASSED BY THE BOARD OF MAYOR AND ALDERMEN on this the 12<sup>th</sup> day of February, 2018.

Motion was made by Alderman Fitzgerald and duly seconded by Alderman Vest that this Resolution be adopted. Those voting for adoption of this Resolution were: Alderman Fitzgerald, Alderman Vest, Alderman Countermine, Alderman Sell  
Those voting against: \_\_\_\_\_

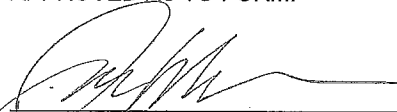


KELLY WOLFE, MAYOR

ATTEST:

  
\_\_\_\_\_  
ABBEY MILLER, RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JIM WHEELER, TOWN ATTORNEY



The next item on the agenda was the establishment of water rates for Chuckey Utility District. Mayor Wolfe said the Town provides water for a neighboring utility district that serves about four-thousand four hundred homes (4,400) in Chuckey. He said the recommendation is an adjustment to the Chuckey rate structure that they are paying the Town for water. He said Town Recorder Abbey Miller and Town Administrator Bob Browning have analyzed Chuckey's water usage and are recommending changing the rate to the inside Jonesborough rate. Mayor Wolfe said he would like to add that we hope to bring Chuckey Utility in line with the outside water rates in the future. Mr. Browning said we are trying to get away from the flat rates being charged. Mr. Browning said the inside and outside rates are evaluated every year but it is easy to let flat rates slip by. He said we can check to see what Greeneville is charging them and get in line with them. He said most of their water does come from Greeneville because we only provide an average of fourteen thousand gallons a day or about 2% of their water usage. Mayor Wolfe said Chuckey Utility has inquired about increasing the amount of water they purchase from us so we need to make sure we get our rates in line before that comes up. Alderman Sell asked if we would look at this annually, and Mr. Browning said we would. Motion was made by Alderman Vest, seconded by Alderman Countermine, and duly passed to approve a change in the billing rate for water purchased by Chuckey Utility District from Jonesborough to rates based on Jonesborough's inside billing rate schedule.

The next item on the agenda was the request for 2018 Special Event Permits and 2018 Special Occasion Outdoor Use Permits from Jonesborough Locally Grown. Mayor Wolfe said Jonesborough Locally Grown is doing a lot of things, and they have been very successful. Motion was made by Alderman Countermine, seconded by Alderman Fitzgerald, and duly passed to approve the following:

1. Approve the Special Events Permit application for Jonesborough Locally Grown to hold the Farmers Market on E. Courthouse Square, with associated street closings and sidewalk use as identified, on Saturdays, from 7:00 a.m. – 12:30 p.m. from May through October with the exception of June 30<sup>th</sup>, October 6<sup>th</sup>, and October 27<sup>th</sup> when other major events are being held, subject to the Town Attorney's review and acceptance of the Hold Harmless Agreement and proof of insurance.
2. Approve the Special Events Permit application from Jonesborough Locally Grown to hold the Farm-to-Table Dinner on August 18, 2018, from 4:00 pm – 10:00 pm, closing Main Street from Fox Street to 2<sup>nd</sup> Avenue and associated side streets, and use of the Storytelling Center Plaza from 5:00 p.m. – 7:30 p.m., and use of the Jonesborough Senior Center as a backup facility in case of rain, subject to the Town Attorney's review and acceptance of the Hold Harmless Agreement and proof of insurance.
3. Approve the Special Occasion Outdoor Use Permit application from Jonesborough Locally Grown allowing the consumption of wine and beer during the Farm-to-Table Dinner in the designated boundary area under the oversight of Main Street Catering and its ABC Catering Permit.
4. Approve the Special Event Permit application from Jonesborough Locally Grown allowing no public parking in the eight spaces along Boone Street in front of the Boone Street Market, and approving the use of these spaces for Farmers Market vendor parking in association with the Farmers Market new Thursday Farmers Market at Boone Street Market initiative, which includes dinners each Thursday from April through the summer of 2018, subject to the Town Attorney's review and acceptance of the Hold Harmless Agreement and proof of insurance.
5. Approve the Special Occasion Outdoor Use Permit application from Jonesborough Locally Grown allowing the consumption of alcoholic beverages in the designated 10 ft x 26 ft roped area outside of the garage doors on the brick patio during the Thursday Farmers Market at Boone Street Market dinners each Thursday in April through the summer of 2018, subject to the Town Attorney's review and acceptance of the Hold Harmless Agreement and proof of insurance.

The next item on the agenda was the approval of the FY2017-18 Audit Contract. Motion was made by Alderman Vest, seconded by Alderman Sell, and duly passed to approve the audit contract with Blackburn, Childers and Steagall for the 2017-18 fiscal year ending June 30, 2018, for a total contract fee of \$43,500 to be paid equally from the General Fund and Water/Sewer Fund.

CONTRACT TO AUDIT ACCOUNTS  
OF  
Town of Jonesborough  
FROM July 01, 2017 TO June 30, 2018

This agreement made this 1st day of February 2018, by and between Blackburn, Childers and Steagall, PO Box 3745 CRS, Johnson City, TN 37602-3745, hereinafter referred to as the "auditor" and Town of Jonesborough, of 123 Boone Street, Jonesborough, TN 37659-1390, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2017, and ending June 30, 2018 with the exceptions listed below:
  2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133* for fiscal years ending prior to December 25, 2015 and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* for fiscal years ending December 25, 2015 or later. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury, prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
  3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
    - a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
    - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* or the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* shall include the additional report required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.
  4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).
  5. The auditor shall file one (1) electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2018, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
  6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at [www.comptroller.tn.gov](http://www.comptroller.tn.gov) <<http://www.comptroller.tn.gov>>. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis related parties not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: 42,000) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
  - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
  - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
  - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did

Audit firms

Governmental Unit or Organization

By

Signature

By

Signature

Title/Position:

Title/Position:

E-mail address

E-mail address

Date:

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

The next item on the agenda was the Ordinance replacing Ordinance No. 2017-06 regarding sprinkler systems in private residences. Mr. Browning said this Ordinance was passed in December where the BMA was exempting the Town from requiring sprinkler systems for one and two family residential dwellings. He said after the December Ordinance was sent to the State, the State Fire Marshall's office called and asked if the Town meant to exempt itself from all safety standards of the international residential code. Mr. Browning told them that the Town had only exempted itself from the sprinkler system requirements. They told Mr. Browning to look at what was passed in December, and it was indeed incorrect. Motion was made by Alderman Countermine, seconded by Alderman Fitzgerald, and duly passed to approve on first reading an Ordinance replacing Ordinance No 2017-06, passed December 12, 2017, in its entirety, and adding language that exempts Jonesborough from automatic sprinkler requirements in one and two family dwellings.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPLACING ORDINANCE NO. 2017-06 IN ITS ENTIRETY CORRECTING LANGUAGE TO PROPERLY STATE THE EXCEPTION TO SECTION R313.1 REGARDING SPRINKLER SYSTEMS IN ONE OR TWO FAMILY DWELLINGS

WHEREAS, on December 11, 2017 passed Ordinance No. 2017-06 in which was intended to exempt Jonesborough from requirements for automatic sprinklers in one and two family dwellings, and

WHEREAS, language in the Ordinance was used that exempted the Town from building construction standards for one and two family dwellings, not just automatic sprinkler requirements, and

WHEREAS, corrective action must be taken to designate the exception language in the International Residential Code to just sprinkler systems in one or two family dwellings, then

NOW THEREFORE BE IT ORDAINED that Ordinance No. 2017-06 passed on second reading on December 11, 2017 is eliminated in its entirety, and the following sub-section 4-102(3) shall be added to Title 4 Building, Utility and Housing Codes, Chapter 1, Section 4-102 Modifications:

4-102 Modifications

(3) Section R313.1 of the International Residential Code is modified by adding the following exception: An automatic residential fire sprinkler system shall not be required in one (1) and two (2) family dwellings, or in townhomes that have a two (2) hour fire resistance rated wall in between units, if such walls do not contain plumbing and/or mechanical equipment, ducts or vents in the common wall. In addition, delete Automatic Sprinkler Systems in one and two family dwellings in R313.2

This Ordinance takes effect from and after its passage on second and final reading, the welfare of the Town of Jonesborough, Tennessee requiring it.

Motion was made by Alderman Countermine and seconded by Alderman Fitzgerald that the preceding ordinance be adopted on first reading. Those voting for the adoption thereof were: Alderman Countermine, Alderman Fitzgerald, Alderman Sell,

Alderman Vest

Those voting against: \_\_\_\_\_

PASSED ON FIRST READING February 12, 2018

\_\_\_\_\_  
KELLY WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
ABBAY MILLER, RECORDER

APPROVED AS TO FORM

\_\_\_\_\_  
JAMES R. WHEELER, TOWN ATTORNEY

\_\_\_\_\_  
Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ that  
the preceding ordinance be adopted on second and final reading. Those voting for the  
adoption thereof were: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Those voting against: \_\_\_\_\_

PASSED ON SECOND READING \_\_\_\_\_

\_\_\_\_\_  
KELLY WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
ABBAY MILLER, RECORDER

APPROVED AS TO FORM

\_\_\_\_\_  
JAMES R. WHEELER, TOWN ATTORNEY

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
ABBAY MILLER, RECORDER

\_\_\_\_\_  
KELLY WOLFE, MAYOR