

JONESBOROUGH BEER BOARD

JANUARY 15, 2018

The Board of Mayor and Aldermen (BMA) met as the Jonesborough Beer Board on Monday, January 15, 2018, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

The only item for consideration was an application for a retail off-premise beer permit for 737 Jonesborough, Inc. dba Quick Stop Market at 905 East Jackson Blvd. Motion was made by Alderman Countermine, seconded by Alderman Vest, and duly passed to approve the off-premise retail beer permit for the 737 Jonesborough, Inc. dba Quick Stop Market at 905 East Jackson Blvd.

There being no further business for the Beer Board, the meeting was adjourned.

ABBEY MILLER, RECORDER

KELLY WOLFE, MAYOR

BOARD OF MAYOR AND ALDERMEN

PUBLIC HEARING

JANUARY 15, 2018

The Board of Mayor and Aldermen (BMA) met in a Public Hearing on Monday, January 15, 2018, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

The only item on the Public Hearing agenda was the Ordinance to re-establish Jonesborough's driving school and associated school fees. There were no citizen comments.

The Public Hearing was closed.

ABBEY MILLER, RECORDER

KELLY WOLFE, MAYOR

BOARD OF MAYOR AND ALDERMEN

REGULAR MEETING

JANUARY 15, 2018

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, January 15, 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. Pat Wolfe led the pledge to the Flag.

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Upon call of the roll those present were: Mayor Kelly Wolfe, Alderman Terry Countermine, Alderman David Sell, and Alderman Chuck Vest., Alderman Jerome Fitzgerald was absent. 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 Vest made the motion, seconded by Alderman Countermine, and duly passed to approve the following item on the Consent Agenda:

1. Approve the minutes for the November 13, 2017, and December 11, 2017, BMA meetings.
2. Approve the following December bills for payment:

<u>VENDOR</u>	<u>GENERAL</u>	<u>WATER</u>	<u>SANITATION</u>
87705-87885 AP	186,338.61		
87886-879026 AP	17,303.99		
87903-87915 AP	77,154.92		
87916-87934 AP	39,878.11		
87935-AP	400.00		
87936-87949 AP	6,389.32		
87950-87968	6,250.00		
87969-87975 AP	10,362.69		
87976-87985 AP	42,622.32		
87986-87991 AP	6,050.00		
	\$392,749.96		
56967-57070 AP		201,798.72	
57071-57077 AP		2,303.76	
57078-57086 AP		69,398.58	
57087-57088 AP		12,472.18	
57089-57096 AP		4,181.50	
57097-57099 AP		600.00	
57100 AP		2,508.15	
57101 AP		3,500.00	
		\$296,762.91	
7781-7811 AP			31,993.89
7812 AP			122.35
7813 AP			2995.56
7814-7815 AP			8,644.74
7816-7817 AP			344.36
7818 AP			737.72
7819 AP			3,030.50
			\$47,869.12

3. Approve the following Town Administrator Report:

Wastewater

The Wastewater Crew completed the major repair at College Street and Christopher Taylor Lane and worked on pump station maintenance and individual complaints. Cobern Rasnick spent a lot of time assisting in the "homework" associated with detailing the plans for new buildings, including a new Wastewater office, parts and storage building, needed to move the fleet maintenance operation to our property on the west end of town.

Infiltration/Inflow – Cobern's crew will focus on I&I beginning next month when the ground water levels are high. This will be the time, through May, to see if our efforts in 2017 to reduce I&I have been successful. It is also time to make repairs, when possible. Otherwise, they go back for repairs in summer.

Crockett H.S. Sewer – The new pump station at Crockett H.S. is now operational and the contract closed out. We are going to pull so old waste out of the old package plant, and then the County will "implode" the plant and cover it.

Pump Station Elimination – Todd Wood is working on the documentation/engineering we need to get TDEC and TDOT approval to go through existing large box culverts to lay gravity sewer lines that will eliminate pump stations at 5-Points and College St/11E. The holidays and terrible weather have delayed this effort in December.

Water

Water Treatment – Mark Brumback has "jumped in" to his Water Plant Director position and is moving projects along. They have made some necessary repairs, and are moving projects forward like the improvements to the carbon feed system, third pump at Rock House Road pump station, and important repairs at the plant. He is doing an excellent job thus far. Mr. Brumback and Mike McCracken have communicated heavily to help get us through this terrible freezing spell with a large number of line breaks.

By-Products Reduction – Our fourth quarter by-products tests in December were excellent, the lowest we have every had. Mark Brumback is working on improving the carbon feed system, and looking at other possible activities to reduce by-product build-up. The back-up MIOX unit was not operating when Mark came on board, and he quickly got that repaired.

Water Loss – With the terribly cold weather in December, the Water Distribution crew worked around the clock to deal with leaks from frozen pipes and shifting soils. As pointed out last month, our water loss has been reduced to around 20%. In the latest very cold snap, we saw very little leak problems in Zones 1 and 2, and a little more in Zone 3 which is down toward the river off Conklin Road, etc. We experienced a tremendous number of leaks in our cast iron pipe. We had 5 or 6 major leaks on E. Main Street and with cast iron pipe on Spring Street and Fox Street. We had one serious leak on a section of cast iron line off W. Main Street at Bill Kennedy's driveway on Washington Drive. That was the only one, but we just eliminated much of the cast iron pipe on W. Main Street.

We need to look at recent leak problems in our cast iron line, and we are very likely to shift priorities from W. Main St. (Oak Grove to 3rd Ave) and start replacing cast iron line of E. Main Street. We certainly seem to have more problems on E. Main Street at this point. The problem with the cast iron line is the way it breaks. It is like there is a complete straight cut with a saw and the "blow-out" area because of the heavy volume of water is significant.

Note: As pointed out in previous correspondence, we over-matched the CDBG project by undertaking it force account, with our own staff. We only had a 20% match requirement, and labor/equipment typically is over half the cost of pipe construction. We have set aside the over-reimbursed funding in order to fund materials for additional line replacement work. This is the funding source we will use for ductile iron pipe to replace the 80 year old cast iron pipe on E. Main St.

Additional System Zoning – Mike McCracken will get back with GRW Engineers to look at creating an additional zone in the Leesburg area. He will go over the recent surge of leaks due to the very cold weather, and re-establish priorities for replacement. Again, most of our problems have been with old cast iron and galvanized pipe.

Transportation

Jackson Blvd – Boones Creek Rd Intersection – This project is proceeding slowly. The initial work is construction on the retaining wall within the drainage way, that will allow the ditch slope to be backfilled creating another lane. The signage we installed to keep motorists from stacking up to turn left into the strip center and Arby's appears to have been very helpful.

Note: TDOT changed their plans and Water Distribution had to respond quickly to move a section of the water line at the ditchline along Boones Creek Road.

Persimmon Ridge Road & W. Main Street – No local activity. Project now scheduled for letting in May.

SR-81 at Persimmon Ridge Rd/Jackson Blvd – Glenn Berry, Director of the Johnson City MTPO, is working on an information/justification packet to send to TDOT's Steve Allen in Nashville to get TDOT to undertake the planning study for a connector themselves.

2nd Ave/Woodrow Ave. Intersection – The Street Crew is near completion. We have to run some curbing, but the Street Dept. is moving along and doing a very good job.

N. Cherokee St./Smith Lane – Because of a heavy January agenda and the holidays, a proposal to purchase the 50-foot right-of-way from Janice Randolph needed for the connector from N. Cherokee to Smith Lane will need to be presented to the BMA at the February meeting. Glenn Berry is working to fund the signal out of MTPO funds.

Franklin Ave – Water Distribution is working on constructing a new 6" ductile iron water line down Franklin Ave. With the leaks resulting from terrible weather, the line replacement is on hold. When the new line is active, the Street Department will install tile in the ditchline on the eastside of Franklin Ave, and we will contract to run a curb down that side of the street and backfill. That will allow us to complete the grading/parking lot expansion at the McKinney Center.

2nd Ave and Jackson Blvd – Weather permitting, we hope to construct the right turn lane after Franklin Ave is complete.

Speed tables – The Street crew did a great job on the speed tables on Scott Lane. We had a serious accident at the top of E. Main St. in the curve involving a truck going way too fast. It completely took out a decorative street light. This is a speed table we should put back because it will slow vehicles down before the curve, and pedestrians on the adjoining sidewalk are very vulnerable.

Paving – The Street Dept. has done some additional patching, especially where we have had leaks in the cast iron water lines.

Grants

LPRF Grant – The LPRF contract is on the BMA agenda in January.

Tourism Enhancement Grant – \$50,000 will be spent early in the Jackson Theatre project.

Tennessee Arts Commission Grant – The 1940's Christmas Party/Dance for seniors at the McKinney Center was a homerun. There were well over 100 people at the dance, and about 90 were seniors. The 17 piece "big band" was excellent, and everyone wants to do it again next year. The costs were paid 100% from the \$4,400 grant, which also will support a choral group at the Senior Center that is intended to perform in April.

CDBG Façade Grant – The \$100,000 grant should be used early in the project when the initial structural work is completed. It will pay for the new marquee and the Jackson Theatre vertical sign.

Jackson Theatre – The design plans on all three buildings have been approved by the State Fire Marshall. Plans and specifications have also been sent to Rural Development at the end of November, and we feel we are close to getting RD's approval. RD is working through our request to be the general contractor, and we have received positive responses thus far.

McKinney Center Parking

We are in a hold pattern because of weather. In the meantime, the Street Crew is completing the 2nd Ave – Woodrow Ave project. When Water Distribution gets the waterline relocated on Franklin Ave, the Street Department will back to complete the project

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:

We were able to complete the Barkley Creek bridge project during this month. The bridge was widen from 5-feet to 8-feet and we utilized the steel I-beams instead of the glue-lams which saved the town about \$15,000.00. The crew did a phenomenal job on this bridge and we also built an additional park bench for the area.

The crew also built and stained 16 crates to be used in the new "I Am Home" play at the McKinney Center. In addition, the crew completed some painting in the downstairs section of the Storytelling Center. We also assisted in running electrical service from inside the Storytelling Center to the outside for the installation of an ATM machine.

The drainage project at the intersection of Woodrow and Second Avenue is almost complete. At this point we need to finish grade with topsoil, but will have to do that when weather permits; otherwise this project is near completion.

As you are aware, we have numerous major waterline breaks and I just wanted to say the Mike McCracken and his department did an outstanding job in less than desirable conditions. Malcom and the Street Department has been assisting Mike's Department with cleanup and patching in order that Mike can focus on the actual leaks.

I wanted to highlight some of the major projects we completed in 2017. Those projects are as follows:

Upstairs renovation of the Storytelling Center and renovation of the theatre;

Completion and opening of the Train Depot at WC Rowe Park;

Parking lot at the Methodist Church, to include curbing, striping and landscaping;

Landscaping at the Senior Center to include the planting of over 450 plants;

Construction of permanent brick sign at the Senior Center;

Completion of the parking lot at the McKinney Center to include, striping, curbing, nearly 200 feet of new sidewalk, and two additional sets of stairs, and decorative street light installation;

Installation of nearly 200 feet of guardrail on Spring Street;

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Replaced the roof at the recycling center and installed warehouse lights;

Replaced the roof on the Visitors Center;

Acquisition of the crane truck;

Replacement of the Barkley Creek foot bridge; and

Paving on the following streets:

- West Main Street from Second Avenue to Oak Grove
- Oak Grove Road
- West College Street from Oak Grove to Washington
- Washington Drive from Academy Hills Condos to Main
- East College Street from Sabine to Cherokee
- East Main Street from Lincoln Avenue to Longview
- Creasy Lane off of 11-E

I am also attaching the projects pending list in order that you may see where we are in our long list of projects.

PROJECTS PENDING

1. Bridge Replacement @ Barkley Creek
2. Bridge Replacement @ Main Street Café
3. Pave rest of street and parking area @ Willow Creek
4. Complete renovation of Storytelling Center (downstairs)
5. Complete Franklin Avenue Project (500' of tile, 3 catch basins, move waterline to west side of street, curb, & pave)
6. Complete grade work at McKinney Center
7. Landscape the McKinney Center
8. Construct new speed table for sidewalk at Main and Franklin
9. Stripe new stop configuration at Franklin and Main
10. Drainage and widening project @ Woodrow & Second Avenue
11. Repaint most speed tables and intersections
Construct spaces at Wastewater for salt, mulch, and/or compost
12. Construct speed tables on Scott Lane
13. Construct stone shoulders on Scott Lane
14. Construct speed table on Spring Street
15. Construct speed table on Main Street west of Second Avenue
16. Repair all speed tables downtown
17. Repair curbing for drainage issues in Timber Ridge Subdivision
18. Construct sidewalk and/or trail on Main Street from Clay Ave. to Forrest
19. Construct guardrail on Spring Street (Contract)
20. Repair guardrail @ Forrest and Old Boones Creek (Contract)
21. Curb cut at Old Stephenson House (Billington) (Brick repair by Jim Gouge)
22. Construct curbing and/or sidewalk from Central School Board office to Main Street on Dr. Kennedy's property (perimeter flooding issues)
23. Construct drainage on North Cherokee down High Street (Property flooding)
24. Construct retention wall @ Senior Center
25. Pave parking lot and construct sidewalks and curb @ Senior Center/Town Garage
26. Move Garage operation to Rosenbaum property and/or old Wastewater facility
27. Construct park @ Senior Center
28. Construct brick and granite sidewalk from Main Street down Second Avenue to Depot
29. Move Jackson sign from Oak Grove to Second Avenue
30. Re-construct Oak Grove Road after water line replacement

31. Construct or install over 1,000' of drain tile construct, various catch basin installation, stone, curbing and asphalt to widen Shell Road to County line and correct drainage issues
32. Renovate or permanently close camp site
33. Replace or repair scales at Wastewater plant
34. Replace or repair Visitors Center sign
35. Replace roof @ Visitors center (Contract)
36. Adopt Boones Street landscape plan and implement
37. Move DAR sign @ Main & Second
38. Paving list
39. Jackson Theatre project
40. Construct bridge in park @ Mountain View Estates
41. Demolish Mears house and construct storage facility
42. Repair deep drainage basin on Forrest
43. Drainage project @ Dean Chestnut's property
44. Pave parking lot @ Persimmon Ridge park
45. Construct remaining walking trail @ Persimmon Ridge Park
46. Construct utilities @ Firing Range
47. Get truck route signage fixed
48. Remove any and all signage in town and/or repair
49. Replace signage on 11-E to MUTCD standards
50. Construct additional parking @ Town Hall at a minimum if we are not going to expand public safety any time soon
51. Repair and/or replace sidewalks on Main Street west of Second Avenue
52. Replace sidewalk on Oak Grove Road
53. Repair sidewalk @ Slemons House (?)
54. Comcast removal of poles @ Library (Contract)
55. Restripe Parson's Table parking lot
56. Restripe Wetlands Parking lot
57. Construct handicap spaces on Fox Street
58. Repair yard @ Nansee William's residence
59. Construct turn lane at property on West Jackson near Persimmon Ridge
60. Construct left turn lane into Meadow Creek off Hwy 81N
61. Restroom construction @ Depot (?)
62. Plan to replace remaining cast iron line on East Main with DI. (We should at least replace line from Clay up to Franklin and tie onto new line up Franklin prior to constructing speed table.)
63. Resolution of Public Safety radio problems
64. Resolution on County fire service
65. Resolution on RMS system for police
66. Replace medians from Lowes east to Headtown Road
67. Landscape triangle on Jackson in front of Bank of Tennessee
68. Landscaping @ Barkley Creek Park entrance on Main Street
69. Replace trees in Post Office sidewalk planters
70. Design and install Town limits signs for major and minor arterial routes into Jonesborough
71. Construct connector road from North Cherokee to Smith Lane (future project)
72. Construct right turn lane on Jackson @ Second Avenue
73. Construct frontage road behind Medicine Shop
74. Drainage problem that has never been corrected at Headtown/President's Way/East Jackson
75. Re-evaluate drainage repairs in Walnut Grove
76. Flow fill sink hole in Water Park
77. Removal of large maple tree on common area of New Halifax across from Senior Center
78. Reconstruction of A-frame roof section in Christopher Taylor Cabin

Projects Completed

Projects Started

2017 Paving List

1. East Main Street
 2. Headtown Road
 3. West Main Street
 4. East College Street
 5. West College Street
 6. Oak Grove Road
 7. Intersection of Washington Drive between School Board office and Washington Drive
 8. Longview
 9. Forrest Drive
5. Approve the following Committee Reports: Jonesborough Board of Zoning Appeals and Jonesborough Planning Commission.
 6. Approve the following Supervisor Reports: McKinney Center, Mary B. Martin Program Coordinator, Water Distribution, Fleet Maintenance, Fire Department, Building Inspector, Main Street Director, Police Department, Water Park, Solid Waste and Recycling, Environmental/Wastewater Services, Street Department, Animal Control, Senior Center, Tourism Director, Visitor Center Manager, JRT Artistic Director, and Recreation Department.
 7. Approve the appointment of Trevor Lowe as a volunteer/pay-per-call firefighter, subject to all pre-employment conditions.
 8. Approve the promotion of Brad Depriest to Interim Assistant Wastewater Director at Grade 12 Step 1 (\$36,456) on a two-year maximum basis and the condition that Mr. Depriest obtains his Wastewater Operator III certification within the two years and satisfactorily performs the duties of the Assistant Director's position. If he meets the conditions of the job and upon the recommendation of the Environmental Services Director, Mr. Depriest will automatically be moved to Grade 14 Step 1 when he obtains his Operator III certification. The change in compensation will begin at the beginning of the next pay period after approval.
 9. Approve the promotion of David Wright to Lead Operator in Wastewater at Grade 11, Step 3 (\$36,834). The change in compensation will begin at the beginning of the next pay period after approval.
 10. Approve the promotion of Brian Poore to Wastewater Lab Technician at Grade 10 Step 2 (\$34,059) (Mr. Poore is currently Grade 9, Step 2) on the condition he has two years to obtain his Wastewater Operator III certification in order to remain in the Lab Technician position. The change in compensation will begin at the beginning of the next pay period after approval.
 11. No action required, only an acknowledgement in the minutes that the State Debt Obligation Report related to the lease purchase of fire equipment in the amount of \$111,048 was provided to the Board.

The next item on the agenda was the approval of the Financial Report. Abbey Miller said that tax revenue was better than normal for this time of year, and added that she and her staff were finishing up the year-end payroll reporting. Motion was made by Alderman Countermine, seconded by Alderman Sell, and duly passed to approve the Financial Report as submitted.

The next item on the agenda was the presentation of the FY2016-2017 Audit Report. Kevin Peters, Auditor with Blackburn, Childers, and Steagall, was present to discuss the audit. Mayor Wolfe asked about the state of Town finances. Mr. Peters said the audit went well. He said he deals with a lot of Town employees during the audit process, and they were all cooperative and helpful. He thanked Abbey Miller and her staff. He said the audit opinion was unmodified which is the best opinion that an auditor can give. He said there was one finding which was the same finding from previous years related to the Lowe's debt. He said Abbey Miller provides the Board with an

accurate financial report each month, and she is great to work with. Mayor Wolfe thanked Mr. Peters and the staff for a job well done. Mr. Peters said there is a management discussion and analysis on pages 4 through 14 of the audit report that Bob Browning and Abbey Miller prepared; it is a good overview of the 2016-17 year. Alderman Sell asked if anything had been worked out with Lowes, and Mr. Browning said he sent Lowe's a letter recently but has not heard back from them. He said the loan has been paid down substantially by the Town and he had provided that information to the Board; he added that he will try to contact Lowe's again in the next few weeks. Motion was made by Alderman Countermine, seconded by Alderman Vest, and duly passed to accept the Town's audit report for FY2016-2017.

Communications from the Mayor was the next item on the agenda. Mayor Wolfe recognized the Governor's Star Award recipients. Mayor Wolfe asked Derrick Onks, Mark Wishon and former Alderman Adam Dickson to come forward. Mayor Wolfe said this is Volunteer Tennessee presentation and is coordinated with the Governor's Volunteer Star Awards at the state level. He said there is a twenty-five-member bipartisan board appointed by Governor Haslam. Adam Dickson said Jonesborough Community Chest is an affiliate of this program, and the Community Chest helps to coordinate these annual awards for Washington County. Mayor Wolfe said Derrick Onks is an eighth grader at Grandview Elementary School who wanted to do something to help the victims of Hurricane Harvey; after he discussed the hurricane devastation and participated in prayers for the victims at his church, Derrick told his Mom he felt like he should do more. Mayor Wolfe said Derrick rallied his family, school, church and community to collect bottled water for hurricane victims, and the bottled water drive collected forty-three thousand (43,000) pounds of water; Derrick recruited volunteers to help load the water on a tractor trailer bound for Houston, Texas. Mayor Wolfe said he was very proud of Derrick and his volunteer spirit.

Mayor Wolfe said the second recipient of the Governor's Volunteer Star Award was Mark Wishon who is a volunteer with Coalition for Kids. The Mayor said that Mark grew up in the Fairview Housing Project in Johnson City and experienced the negative impact of adversity on one's life. He said that motivated Mr. Wishon to volunteer with Coalition for Kids in their after-school program; Mr. Wishon said he wants children to know they can overcome any obstacle they face and they have eternal value, and were made and formed by a loving God who put them here for a purpose, they are beautiful in the eyes of the wonderful Maker. Mayor said he admires both award winners for their efforts and selflessness.

Mayor Wolfe asked Larry Baines to come forward for the Employee of the Month presentation. Mayor Wolfe read the following:

I would like to recognize and nominate Larry Baines from our Street Department for Employee of the Month for January, 2018. Larry has been with the town enough years now to be considered part of the furniture. Larry is a lead operator, and brings a wealth of experience in the operation of machinery and equipment to work each and every day. Larry is also instrumental in brainstorming the project specifics on the front end of a project. Larry is always involved in initial layout of grading projects, as well as being the operator/driver of the Blau Knox paver the town now owns. Larry can be counted on to hold strong challenging opinions about each project, and many times comes up with a viable alternative solution to a problem. Larry has a good working relationship with town employees, as well as knowing most of the Washington County Highway Department staff and employees. Larry knows many of the town's folks by name, and is always available to help explain to folks what the Street Department might be trying to accomplish in their right-of-way or street in front of their residence. Larry is very dependable, is not late for work, and is always willing to come in to work odd hours during a special event. Larry's expertise on operating equipment many times comes in handy while aiding other departments as well. Larry is an excellent Grade-All operator, sometimes being tapped to extinguish a mulch pile fire at the Wastewater facility, or to help Water Distribution to do paving/patching while using the Grade-All. Larry is a valued member of the Street Department team, and is our nominee for Employee of the Month for January, 2018. Submitted by: Malcolm Highsmith, Director of Streets

Larry thanked everyone for this award and said it is a team effort to get the job done. Mayor Wolfe thanked Larry for his service to the Town and his dedication.

Mayor Wolfe said the next item was appointments to the McKinney Center Advisory Committee. Motion was made by Alderman Vest, seconded by Alderman Sell and duly passed to approve the reappointment of the following people to a three-year appointment to the McKinney Center Advisory Committee ending April, 2021: Heidi Ehle, Sue Shanks and Karen Sullivan; and with Karan Sue Gillespie and Janet Renfro being unable to fulfill their commitments to the Advisory Committee, approve Michele Treece and Pat Sheets to fill their unexpired terms with their appointments ending April, 2019.

Mayor Wolfe said the next item was appointments to the Chuckey Depot Museum Board. Motion was made by Alderman Sell, seconded by Alderman Countermine, and duly passed to approve the appointment of Rick Chinouth to the Chuckey Depot Museum Board to fill the unexpired term of Cline Knowles.

Mayor Wolfe said the only request on the Prayer list this month is for Virginia Causey whose sister-in-law Marie Lones passed away last week. He asked that everyone keep Virginia and her family in their thoughts and prayers.

Mayor Wolfe announced that there is a Memorial Day Ceremony at the Historic Jonesborough Visitor Center on Sunday, May 27, 2018, at 2:30 p.m.

Mayor Wolfe said we have had some of the worst cold weather in a long time. He said it is tough on the cast iron waterlines, and we have had a rash of water breaks with up to twenty breaks a day. He said Mike McCracken, Artie White, and their crews did a great job during this difficult time. He said they were in knee deep water getting the lines fixed quickly, and the staff worked seventy to eighty hours a week trying to keep the water system on line and it was a great team effort. Mike McCracken said during the first thirteen days of January the crew fixed fifty-six waterline breaks. He said in 2017 there were only thirteen water breaks during the entire month of January. Bob Browning said that at times the crews were in the ditches with water up to their knees fixing the lines which was by choice because they were trying to prevent having to turn the water off.

Mayor Wolfe said he received a letter from William McAtee, 564 Sweetgrass Lane, concerning mud on the streets in the Meadows Subdivision on December 21, 2017. Mr. McAtee wrote that as he was leaving his home, he noticed an extremely heavy amount of red mud on the street; he contacted J.W. Greene who started the ball rolling. He said Mr. Greene contacted Mr. Highsmith and his crew took very quick action. He said he was impressed with their positive attitude and stated the Town is fortunate to have Mr. Highsmith and his employees working for the Town.

Alderman Communications was the next item on the agenda. Alderman Sell said that he had discussed this item previously with Mr. Browning and the Mayor; he feels that at each meeting a business in Jonesborough should be recognized by the BMA, businesses downtown as well as the ones on Highway 11-E. He said he would like to introduce the business owners and briefly discuss their businesses. He said he went to Therapeutic Massage, 404 W. Jackson Blvd. on Saturday; the owner is Stan Kinnick, who previously taught at Daniel Boone High School as the wrestling coach. He said Mr. Kinnick retired and went to massage school and opened up his own business. Alderman Sell said he asked Mr. Kinnick what made him want to come to Jonesborough, and he said his wife was from Jonesborough. Alderman Sell said he asked Mr. Kinnick how his business was doing, and Mr. Kinnick said he was covered up and has had a great response from the Town. He said clients followed him here from Piney Flats, Kingsport, and Johnson City. Alderman Sell said Mr. Kinnick could not say enough good things about J.W. Greene who helped him when he moved his business to Jonesborough, and how welcoming Bob Browning and other employees have been to him.

Alderman Vest said about ten years ago when he decided to run for Alderman, one of the driving forces was that with the job he had at the time, he visited a lot of small towns many of which were drying up. He said he recently went back to some of those same towns, and found that they had not changed and were still struggling; Jonesborough by contrast is a very attractive place to live and downtown is beautiful and Highway 11-E is growing. He said we have been blessed to be able to add the McKinney Center, Chuckey Depot, a new Senior Center, and an improved wastewater system in a relatively short period of time.

Alderman Countermine said he also feels blessed to live in Jonesborough.

Attorney Comments was the next item on the agenda. Attorney Wheeler said there is one new matter which is an appeal of a traffic citation to Circuit Court from the Jonesborough Municipal Court; he will keep the Board updated on this item.

Citizen Comments was the next item on the agenda. Carol Salinas Lyle, 303 W. Main Street, thanked the Board for the left turn lane at Boones Creek Road.

The only item under Old Business was the Ordinance re-establishing the defensive driving school and associated fees. Motion was made by Alderman Vest, seconded by Alderman Sell and duly passed to approve on second and final reading the Ordinance re-establishing the Jonesborough Driving School, associated fees, and the establishment of the Driving School Technology Fund.

ORDINANCE NO. _____

AN ORDINANCE RE-ESTABLISHING JONESBOROUGH'S
DRIVING SCHOOL AND ASSOCIATED SCHOOL FEES

WHEREAS, the Town of Jonesborough has a Driving School Program in which traffic violators, especially those speeding, may go to the Driving School in-lieu of their having to pay the regular fine and having the violation sent to Nashville to be placed on their driving record, and

WHEREAS, Jonesborough has operated with a four (4) hour Driving School, and a need has been established to provide an eight (8) hour Driving School program as well, especially for those people with multiple violations, and

WHEREAS, it has been determined that the Driving School fee structure needs to be re-established to reflect a more realistic cost of undertaking the school, and the benefit violators obtain by getting approval to attend the school, then

NOW THEREFORE BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee, that Jonesborough's Driving School Program is hereby re-established with the organizational structure and course fees as follows:

Driving School Courses

Four (4) Hour Driving School
Eight (8) Hour Driving School

- School classes will be held at a location accessible to the public to be determined by the Jonesborough Chief of Police.
- Instructors for the Driving School classes must meet any instructor certification requirements necessary, and will be selected by the Chief of Police.
- Instructor compensation will come from the fees established for the Driving School.
- The schedule of Driving School classes will be determined by the Chief of Police in association with the individual instructors participating.

Driving School Fees

Four (4) Hour Driving School is \$120
Eight (8) Hour Driving School is \$165

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- Fees for the school must be paid in advance.
- Fee payments received must be immediately receipted in the Town Recorder's office area.
- Fees will be used to pay for instructors, work books, and any other supplies associated with the course instruction.

BE IT FURTHER ORDAINED that a Driving School Technology Fund is hereby established in which \$12 for a four (4) hour class and \$16 for an eight (8) hour class from the Driving School fees paid by each class participant is set aside in reserve through the Technology Fund to be used for Police Department related equipment like radios, PDA's, etc. Funds remaining in the Driving School Technology Fund at the each of each fiscal year will be carried over to the next fiscal year.

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

Those voting against: _____

PASSED ON FIRST READING December 11, 2017

KELLY WOLFE, MAYOR

ATTEST:

ABBIE MILLER, RECORDER

APPROVED AS TO FORM

JAMES R. WHEELER, TOWN ATTORNEY

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

Those voting against: _____

PASSED ON SECOND READING January 15, 2018



KELLY WOLFE, MAYOR

ATTEST:



ABBEY MILLER, RECORDER

APPROVED AS TO FORM



JAMES R. WHEELER, TOWN ATTORNEY

The first item under New Business was the approval of a Resolution clarifying the policy related to alcoholic beverages at the Senior Center and its activities. Mayor Wolfe asked Bob Browning for a summary on this item. Mr. Browning said the issue is the enforcement by staff concerning alcoholic beverages. He said the staff has a problem with trying to enforce a no alcohol consumption policy for an activity that takes place off-premises for seniors who are adults and capable of making their own decisions. He said this puts the staff in a situation of enforcement which is outside the realm that is appropriate for staff. He said if someone wants to drink and behaves inappropriately, then the staff would have to address it. He said the Board allowed through a Special Events Permit the Farm-to-Table Dinner to use the Senior Center as a rain venue and the BMA approved to allow alcohol to be served at the dinner. Mr. Browning said that under the proposed policy, if the Board chooses to allow alcohol to be served, then it has to be approved. Mr. Browning said that members of the Senior Center feel it is inappropriate for staff to tell them what they can and cannot do in a restaurant, and he feels it would be hard for staff to enforce it. Alderman Sell asked if there is no alcohol allowed in the Senior Center during regular Senior Center hours. Mr. Browning said that is correct. Alderman Sell asked if after hour events wanting to serve alcohol would have to be approved by the BMA, and Mr. Browning said that is correct. Motion was made by Alderman Counterline, seconded by Alderman Vest and duly passed to approve the Resolution clarifying the Senior Center policy regarding the consumption of alcoholic beverages associated with the Center and its activities.

RESOLUTION NO. 2018-01***A RESOLUTION CLARIFYING THE CONSUMPTION OF
ALCOHOLIC BEVERAGES ASSOCIATED WITH THE
JONESBOROUGH SENIOR CENTER AND ITS PROGRAMS***

WHEREAS, the Jonesborough Senior Center has previously established a policy in which under normal circumstances activities taking place at the Jonesborough Senior Center are alcohol free, where the consumption of alcoholic beverages within the facility or on the grounds does not take place, and

WHEREAS, there has been the occasion in which through the public use of the Senior Center by an outside organization, the Jonesborough Board of Mayor and Aldermen has been comfortable in approving the consumption of alcohol within the Senior Center building on a limited special occasion basis, and

WHEREAS, on Senior Center sponsored trips and activities outside of the Senior Center building, some Center members participating have wanted to consume an alcoholic beverage with a meal or in a social setting, and

WHEREAS, it has been determined that the Jonesborough Senior Center staff should not be placed in the position on trips and other Senior Center activities outside of the Jonesborough Senior Center building and grounds where they have to dictate, monitor and enforce a no-alcohol consumption policy when there are participants that want to legally consume an alcohol beverage at a restaurant, reception, or other such social occasion, and when said participants are consuming such alcoholic beverages responsibly, then

NOW THEREFORE BE IT RESOLVED that the Jonesborough Senior Alcoholic Beverage Policy is revised in its entirety as follows:

**JONESBOROUGH SENIOR CENTER
ALCOHOLIC BEVERAGE POLICY**

Senior Center Building and Grounds: Activities undertaken through the Jonesborough Senior Center program within the Jonesborough Senior Center building or Center grounds will be carried out free of alcoholic beverages.

Outside Activities at Senior Center Building or Grounds: Activities undertaken by outside organization using the Senior Center building or grounds through the Center's rental program, through other Town departments, or through some other agreement will be free of the consumption of alcoholic beverages; however, the Jonesborough Board of Mayor and Aldermen may approve the consumption of alcoholic beverages, prevailing under local and state regulations, for an individual outside activity taking place at the Senior Center building or grounds through a Special Events Permit or other such action if determined by the Town Board to be well monitored and appropriate.

Senior Center Trips and Activities Outside the Center Building and Grounds: Seniors participating in activities outside the Jonesborough Senior Center building and grounds are expected to make their own decision to consume an alcoholic beverage at a restaurant, reception, social event, etc. while participating in a Jonesborough Senior Center off-premise activity. Except in activity transportation, the Jonesborough Senior Center staff is not expected to dictate and enforce a non-consumption alcohol policy outside of the Center building to senior adults.

Responsible Behavior: Any senior participant in a Senior Center off-premise activity that consumes an alcoholic beverage must do so at an appropriate location like a restaurant, reception or social event, and in a responsible manner.

Center Staff and Center Vehicles: Jonesborough Senior Center staff and volunteers with specific duties associated with the care of participants on a Senior Center trip or off-premise activity are prohibited from consuming alcoholic beverages during the activity.

No alcoholic beverages shall be consumed by any participant in a Senior Center vehicle or other such vehicle used to undertake the Center activity.

Problem Participants: Senior participants in a Senior Center off-premise activity that exhibit inappropriate behavior associated with the consumption of alcoholic beverages are subject to being prohibited from future participation in off-premise trips and activities sponsored by the Senior Center. If a problem related to alcoholic consumption occurs, the Senior Center Director shall make the determination of any restriction related to future participation of the individual(s) involved.

(Option) Appeal: The Senior Center Director's determination on restricting future participation in off-site activities by a senior participant violating this policy may be reviewed by the Senior Center Advisory Committee upon appeal. The Advisory Committee may make recommendations back to the Senior Center Director. The Center Director shall make the final decision after reviewing the circumstances with the Operations Manager and/or Town Administrator.

DULY PASSED BY THE BOARD OF MAYOR AND ALDERMEN on this the 15th day, of January, 2018.

Motion was made by Alderman Countermine and duly seconded by Alderman Vest that this Resolution be adopted. Those voting for adoption of the Resolution were:

Alderman Countermine, Alderman Vest, Alderman Sell
Those voting against: _____




KELLY WOLFE, MAYOR

ATTEST:



ABBEY MILLER, RECORDER

APPROVED AS TO FORM



JAMES R. WHEELER, TOWN ATTORNEY

The next item on the agenda was the approval of a Resolution authorizing the issuance of a \$750,000 Water/Sewer Capital Outlay Note to cover the expenses associated with the construction of the proposed Fleet Maintenance Facility and new Wastewater Complex building. Mayor Wolfe said he remembers several years ago the Town had a citizen complaint on Longview Avenue about junk and refuse not being cleaned up around a house and how it made the neighborhood unsightly. He said how can the Town criticize someone else's mess when we have a mess at the city garage; the garage is an industrial use in the middle of a residential neighborhood and has gone on for forty years. He said when the city garage was built, the times were a lot different. He said the city garage houses maintenance for two-hundred thirty-six vehicles, pipes for water and sewer, the entire operation of the Street Department, street signs, a shop with all the water parts housed inside the building, trash trucks and dump trucks parked at the garage, snow plows stored there, and everything that goes on through the garage. He said the Town has grown so much, and we need a modern-day garage facility. He applauded this Board and the previous Boards that have done things that have made what is being discussed tonight possible. He said in June, 2020, there is significant debt that will be paid in full. He said the dividend of good fiscal stewardship by the Board and staff will allow the Town to pay the \$750,000 capital outlay note for the municipal garage in full in about four years. He said this proposal is to upgrade a much-needed facility. He said there will be three structures in this project: a sewer maintenance facility building that will house the pump truck, pipe storage, office space, etc.; the second part of the project will be to utilize the existing building where the recycling facility is housed for the Street Department. He said a new roof has already been installed on this structure, and the interior will be refurbished so the Street Department will have a lot of space. The third building will be across the creek and will be a 250'x70' facility that will house the garage maintenance operation and equipment storage building. He said there are people who frown upon frivolously spending money, and he is one of those people, but this is a much-needed investment for the long-term growth and success of the Town of Jonesborough. He said Cobern Rasnick and Gary Lykins are present to answer any questions concerning this proposal. There were none.

Alderman Countermine asked what this would mean for the existing garage area. Mayor Wolfe said the Board would address that issue in another agenda item later in the meeting. Mayor Wolfe said the Town needs to remove the industrial use from that community because that community where the current garage is located deserves an asset and not an eyesore.

Alderman Vest said the Town needs to take care of the infrastructure of the Town; if the wastewater system does not work, it impacts all of the residents in Town. He said he sees the garage the same way. He said this decision could impact the Town for the next thirty or forty years. He said he would not want to live next door to the existing garage; the whole street could be beautified and would be a more desirable place to live. He said when he looked at the plans presented tonight that he noticed some changes from the first time it was discussed; there is a dog park proposed in these plans which is not a good place for dogs. Mr. Browning said it is in name only on the plans, but a dog park will not be part of this project. Alderman Vest asked if the final plan would be presented back to this Board. Mr. Browning said staff has done the homework on the fleet maintenance building and where it needs to be located. He said there have been changes because of the floodplain, utilities, and the drive coming into the garage; these changes were recommended by staff, the Town engineer, and TDOT. He said they had to change the location because TDOT was only going to approve one entry point and not two. He said the only thing for approval at this meeting for the Rosenbaum property is the fleet maintenance facility complex, and anything else for that property would be open for discussion. Alderman Vest said he understood we were going to have five garage bays, and if we build a facility there, that it can be easily expanded without a lot of expense. Mr. Browning said there are three bays that do not

have anything externally around them that could be enclosed and added to the complex at a later date. He said another way to expand the capacity of the garage in the future is to go to a second shift with two mechanics; those mechanics could focus on repairs without the interruptions of the day-to-day operations. Alderman Vest said he likes the idea of adding a second shift of mechanics, and said he believes that the current garage needs to be moved.

Alderman Sell asked if there are any kind of special safeguards that will have to be installed for the new garage facility concerning the creek. Mr. Browning said that the garage will be connected to the sewer system and nothing will go into the creek. He said there will be a connection in the asphalted area that goes directly into the sewer, and added that the Town has TDEC approval on the wastewater side of the project.

Mayor Wolfe asked Mr. Browning to discuss the budget and his confidence in the calculations that have been presented. Mr. Browning said he is confident about the construction of the concrete pad because that will be contracted. He said both Gary Lykins and Cobern Rasnick have checked with vendors that sell the buildings and with contractors who would pour the concrete pad. He said the concrete pad has to be contracted because the Town does not have the capability to do that type of work; a contractor would have to tie the rebar into the concrete, and all that would have to be done at the same time with a continuous concrete flow. He said they have researched the contracted price for the pad and the contracted price for buildings by contacting three vendors to obtain estimates. He said our staff can do the utility work and prepare the site and driveway. He said on the wastewater side Cobern Rasnick's staff has already prepared the pad for the wastewater building. Mayor Wolfe asked Mr. Browning how confident he is with the \$750,000 estimate for this project. Mr. Browning said he is fairly confident because we are using contracted prices for the major parts of the project.

Alderman Sell asked if there are safeguards in the contracts to protect the Town. Mayor Wolfe said Attorney Wheeler will be reviewing the contracts once they are available. Mr. Browning said Bucksteel is the lowest bidder, and the Town will sign one contract with Bucksteel for the materials and a separate contract for the installation. He said part of that contract will be a time frame that they would guarantee the work to be completed. Mayor Wolfe asked if the Board would have to approve the contract, and Mr. Browning said that is up to the Board. Alderman Sell asked if there will be change orders that will change the price and if those would have to be approved by the Board. Mr. Browning said the only place he could see a possible change order would be in the pad itself but once the pad is in place, there is no flexibility in installing the building. He said Bucksteel is the lowest price for both items.

Mayor Wolfe said a lot of the guess work has been taken out of this project; we have the building, pad, driveway, and all the things that are necessary, and we have the square footage area that needs to be paved. He said the proposal is \$129,000 for finishing the interior.

Alderman Vest said this would be like any other Town project, and if there is a change order, it has to be approved by the Board before moving forward. Mayor Wolfe said this is a free-standing project that will be paid off in four (4) years.

Cliff Goines, 147 Old State Route 34, Condo #17, addressed the Board and said that the Board would be moving an eye sore from one location to another location in front of his condo which would hurt the sale of property in that area. He said who would want to buy a condo when you look out and see a city garage with all those vehicles. Mayor Wolfe provided Mr. Goines with a set of site plans. Mayor Wolfe said the location of the garage will be down the street from where the condos are. Mr. Goines asked if

the Town purchased all of the land in front of the condos. Mayor Wolfe said the only thing in front of the condos will be a driveway. Mr. Goines said it is a great idea to move the garage but he feels it is not a good idea to move it in front of his house. Alderman Vest said if the Town was building something like the current garage, he would not want it close to his condo either, but this structure will be nicer and will be buffered. Mayor Wolfe said as part of this project there will be a buffer of trees planted along State Route 34. Mr. Goines said they were told the trees were going to be planted last year. Mayor Wolfe apologized for the trees not already being planted. Mr. Browning said they did not plant the trees because of elevation issues and having to know where the building was going to be constructed and where the drive would be which TDOT just recently approved. Mayor Wolfe said the Board is very sensitive to not doing anything that would devalue the surrounding property and wants the Town to always be a good neighbor.

Mr. Browning said the setback is thirty-feet in the Manufacturing Zone. Alderman Vest said this plan does not show the cosmetics of what the garage building will look like. Mr. Browning said it will not be an unattractive metal building, and the Town is planning to put decorative block on it.

Motion was made by Alderman Vest, seconded by Alderman Countermine and duly passed to approve moving forward with the construction of the Fleet Maintenance Facility, which will house the vehicle repair shop, Water Distribution Department and Meter Department, to be located on the east end of the property purchased from the Rosenbaum's; approve the construction of the new Wastewater building on the site already prepared within the Wastewater complex; and approve the issuance of a \$750,000 Water/Sewer capital outlay note to cover the expenses associated with the construction of the two new buildings.

The next item on the agenda was the approval of the Local Parks and Recreation Fund Grant Contract of \$500,000 for the development of the Lincoln Avenue Community Park. Mayor Wolfe said there has been a lot of discussion on this site which is where the city garage is currently located and the area directly behind the Senior Center. He said there is definitely a need for more parking at the Senior Center because the Center has been a success and gets crowded; this park plan provides parking for the Senior Center and for the proposed park. Mayor Wolfe said the plan is to move the current garage metal building to another location and then the Town will bring in more dirt and re-sculpt the land to allow for the construction of the proposed park. He added that the park proposal plan is on the Town website for public view. He said the proposal includes a rocking chair overlook, parking lot, community garden, lawn area, walking trails, picnic pavilions, shuffleboard and bocce ball areas so this is a park for all family members and will not be limited to a certain age group; the park will help bring the neighborhood together. He said he feels there will be some redevelopment around this area such as remodeling of existing homes and building of new homes. He said the first thing is to move the current garage operation, and the second is to get the park graded when the weather allows.

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and CITY OF JONESBOROUGH, hereinafter referred to as the "Grantee," is for the provision of 2016 LPRF Jonesborough Lincoln Avenue Community 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: (1) land acquisition for local parks, natural areas, greenways; (2) land acquisition for recreational facilities; (3) trail development; and (4) capital projects in parks, natural areas, and greenways. Further details are provided in Attachment A.
- 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 February 15, 2018 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Thousand Dollars (\$500,000.00) ("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:

Tennessee Department of Environment and Conservation
 Recreation Educational Services
 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: Tennessee Department of Environment and Conservation, Recreation Educational Services 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.

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- C.6. Budget Line-item: 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

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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:

Gerald F. Parish, Jr., Director
Recreation Educational Services Division
Tennessee Department of Environment and Conservation
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, Tennessee 37243
Email Address: Gerald.Parish@tn.gov
Telephone # (615) 532-0748
FAX # (615) 532-0732

The Grantee:

Bob Browning, Town Administrator
Town of Jonesborough
123 Boone Street
Jonesborough, TN 37659
Email Address: BobB@jonesboroughtn.org
Telephone #: 423.753.1030
FAX #: 423.753.1074

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.

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- 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- 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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall

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comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- 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. **Reserved.**
- 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
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 9-8-407.
- 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 T.C.A. §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.

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.

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E.3. 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

IN WITNESS WHEREOF,

CITY OF JONESBOROUGH:

Kelly Wolfe 1-16-2018
 GRANTEE SIGNATURE DATE
Kelly Wolfe, Mayor
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

 ROBERT J. MARTINEAU, JR., COMMISSIONER DATE

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CITY OF JONESBOROUGH

ATTACHMENT A

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GRANT BUDGET LINE-ITEM DETAIL:

SALARIES, BENEFITS & TAXES	AMOUNT
Site Development/Utilities Grantee Labor	\$19,740.00
Building Construction (Pavilion & Restrooms, Amphitheater, Multi-Generational Education Facility) (Town) Grantee Labor	\$55,750.00
Landscape/Hardscape –Walkway Development (Town) Grantee Labor	\$72,000.00
Activity Areas & Fixtures including shuffleboard, pickle ball, bocce ball, ADA/ASTM/CPSC compliant playground features with safety surface and plant beds, Grantee Labor	\$18,330.00
TOTAL	\$165,820.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant Administration	\$35,000.00
Architectural Engineering Fees	\$30,000.00
TOTAL	\$65,000.00

SUPPLIES, EQUIPMENT RENTAL & MAINTENANCE	AMOUNT
Site Development/Utilities	\$90,330.00
Building Construction of Pavilion & Restrooms, Amphitheater, and Multi-Generational Education Facility.	\$151,030.00
Landscape/Hardscape –Walkway Development	\$154,576.00
Activity Areas & Fixtures	\$106,994.00
TOTAL	\$502,930.00

CAPITAL PURCHASE	AMOUNT
Paving	\$48,250.00
Electrical	\$10,000.00
Land Acquisition of approximately 3.46 acres	\$208,000.00
TOTAL	\$266,250.00

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ATTACHMENT B

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000004087

Is CITY OF JONESBOROUGH a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is CITY OF JONESBOROUGH a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

The next item on the agenda was the approval of a NCIC/Radio Agreement with the City of Johnson City. Alderman Vest said he is happy to see this. Motion was made by Alderman Vest, seconded by Alderman Countermine and duly passed to approve a recommendation to proceed by the Town Attorney to approve the Agreement with the City of Johnson City in which Jonesborough continues to provide Johnson City with NCIC query services on an agreed upon schedule and Johnson City continues to allow Jonesborough access to their 800 MHz system, both without cost, for a ten-year term, and authorize the Mayor and Town Recorder to execute the Agreement.

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/antenna service to Jonesborough, including the 800 MHz component of Jonesborough's radio dispatch console and the installation of any additional equipment and software, and any related maintenance service associated with Jonesborough's use of Johnson City 800 MHz radio system. This radio service will be provided at no cost to the Town.
2. Cover the cost for Jonesborough for the current \$200 per radio State fee charged for the Jonesborough's Public Safety 800 MHz 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.

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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 15, 2018

TOWN OF JONESBOROUGH, TENNESSEE

KELLY WOLFE, MAYOR

ATTEST:

ABBAY MILLER, TOWN RECORDER
TOWN OF JONESBOROUGH

DATE: _____

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 Resolution authorizing the application for TML Property Conservation Grant funding. Mr. Browning said this is for an entrance to Persimmon Ridge Park from Highway 11-E where at the present time we have a big forest service gate and the employees have to get out and open the gate, and then get back out to lock the gate. He said there is more traffic using this road so an electric gate will be much easier. He said the grant has been awarded but the Board has to approve the Resolution. Alderman Vest added that this road is for access to the firing range and the water tank. Motion was made by Alderman Countermine, seconded by Alderman Vest and duly passed to approve the Resolution authorizing the application for five thousand dollars (\$5,000) in TML Property Conservation Matching Grant funds and to accept the grant award.

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RESOLUTION NO. 2018-02

A RESOLUTION AUTHORIZING THE
TOWN OF JONESBOROUGH TO PARTICIPATE IN
THE TML POOL'S PROPERTY CONSERVATION
MATCHING GRANT PROGRAM

WHEREAS, the citizens of the Town of Jonesborough have entrusted this administration with the care and custody of town-owned property; and

WHEREAS, all efforts shall be made to protect town-owned property from various perils that may arise for the Town of Jonesborough; and

WHEREAS, the Pool seeks to encourage members with property coverage to develop and implement a property conservation program by offering the PROPERTY CONSERVATION MATCHING GRANT PROGRAM; and

WHEREAS, the Town of Jonesborough now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee, the following:

Section 1. That the Town of Jonesborough is hereby authorized to submit application for the Property Conservation Matching Grant Program through the Loss Control Department of The Pool;

Section 2. That the Town of Jonesborough is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this 15th day of January, 2018.



KELLY WOLFE, MAYOR

ATTEST:



ABBIE MILLER, RECORDER

APPROVED AS TO FORM:



JAMES WHEELER, TOWN ATTORNEY

There being no further business, the meeting was adjourned.

ABBIE MILLER, RECORDER

KELLY WOLFE, MAYOR