

**BOARD OF MAYOR AND ALDERMEN  
PUBLIC HEARING**

Jonesborough Town Hall – Board Room  
123 Boone Street, Jonesborough, TN

**March 9, 2026 – 6:00 PM –RECESSED TO MARCH 16, 2026**

Vice Chairman Dickson recessed the March 9, 2026, meeting until March 16, 2026, at 6:00 pm due to a meeting conflict and lack of quorum.

**BOARD OF MAYOR AND ALDERMEN  
REGULAR MEETING MINUTES**

Jonesborough Town Hall – Board Room  
123 Boone Street, Jonesborough, TN

**March 16, 2026 – 6:00 PM**

The Board of Mayor and Aldermen (BMA) resumed their recessed Regular Session on Monday, March 16, 2026, at 6:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Kelly Wolfe called the meeting to order and Alderman Dickson led the group in an opening Prayer. Brandi Miller led the pledge to the flag.

Upon call of the roll those present were: Mayor Kelly Wolfe, Alderman Virginia Causey, Alderman Terry Countermine, Alderman Adam Dickson, and Alderman Zac Jenkins. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Janet Jennings, Operations Manager Craig Ford, and 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. Alderman Causey asked to have item 11. Town Event Music On The Square pulled for further discussion and clarification/changes to road closure location. Alderman Jenkins recused himself from the vote on consent agenda due to a conflict of interest. Alderman Causey made a motion to pull item 11 for further discussion and approve the remaining consent agenda items as presented. Alderman Dickson seconded the motion. The motion was duly passed.

1. Approval of Minutes – February 9, 2026 Regular Meeting
2. Approve the following bills for payment:

<b>Check Register - General Fund - February 2026</b>			
02/04/26		115562 - 115599	\$ 83,143.00
02/10/26		115600	\$ 9,229.89
02/04/26		115574 - void	\$ (200.00)
02/11/26		115521 - void	\$ (80.20)
02/13/26		115601 - 115713	\$ 192,472.52
02/19/26		115077 - void	\$ (610.00)
02/19/26		115714	\$ 34,098.33
02/20/26		115686 - void	\$ (768.90)
02/20/26		115715 - 115784	\$ 211,647.08
02/23/26		115437 - void	\$ (8,797.14)
02/23/26		115785	\$ 8,797.14
02/26/26		115513 - void	\$ (250.00)
02/26/26		115769 - void	\$ (160.00)
02/26/26		115786 - 115800	\$ 52,207.03
			<b>\$ 580,728.75</b>

<b>Check Register- Water Fund February 2026</b>			
02/04/26		70090 - 70104	\$ 335,408.07
02/10/26		70105	\$ 4,125.58
02/13/26		70106 - 70155	\$ 194,975.83
02/19/26		70156	\$ 77,458.40
02/20/26		70157 - 70171	\$ 73,256.98
02/23/26		70011 - void	\$ (8,791.95)
02/23/26		70172	\$ 8,791.95
02/23/26		70173 - 70177	\$ 4,815.50
			<b>\$ 690,040.36</b>
<b>Check Register -Sanitation Fund - February 2026</b>			
02/04/26		10998 - 11001	\$ 1,272.38
02/10/26		11002	\$ 37.98
02/13/26		11003 - 11012	\$ 29,901.05
02/20/26		11013 - 11018	\$ 17,471.91
02/23/26		10980 - void	\$ (5.68)
02/23/26		11019	\$ 5.68
02/26/26		11020	\$ 10,000.00
			<b>\$ 58,683.32</b>

3. Approve the following Town Administrator Report:

- Met with Ruth Verhegge to discuss Paws in Blue and the Flag Committee. Ruth is looking at succession planning for both organizations.
- Held monthly one-on-one meetings with Utilities Manager Kevin Brobeck, Senior Center Director Mary Regen, Fire Chief Jeff White, Police Chief Matt Rice, and Parks and Rec Director Chris Kudera.
- As part of the town's efforts to improve our technology and communications, and after much research on how to handle internet failure in the wake of a long-term outage, the Police Department purchased a Starlink system. This satellite internet equipment can be used anywhere and anytime to provide a high-speed internet connection. They plan to use it in their command post during special events with the main goal being the ability to provide a high-speed internet connection to the EOC, even with long term power outages.
- Attended the Water Treatment Plant tour with BMA members. The tour was both informative and how important our new water plant is to the future of Jonesborough utilities and customers, as well as how we are addressing an aging infrastructure and mitigating vulnerabilities now and in the future.
- Attended the monthly Jackson Theatre Board meeting. This is a very active board with Operations Manager Amber Crumley leading the staff and facility with an incredible number of shows, performances, rentals, user partnerships, etc. Please check your local listings for upcoming events.
- Compiled growth/development information for reporter Kimberly Harr with Johnson City Press. She sent a list of questions in and plans to do an article as well as get a better understanding of the planning efforts we have in place.
- Continuing the process of collecting planning/development data for the 2023 –2025 period, including information on the number of reviews for plats, site plans, rezonings, variances, and Planning Commission continuing education hours. These development forms will be updated each month for the purpose of providing the BMA with “a year in review” of Planning reviews and activities.
- Reviewed the Qualifications for Administrative and Engineering professional services that were received for the Community Development Block Grant for the Skyline Road Extension and Walkway project. The evaluation form and recommendation was approved at the February 9 BMA meeting.
- Continuing work to update the Directory of Boards/Committees with the members, their contact information and term expirations with a completion date by end of March 2026. Once this is complete, our BMA members and website will be updated. The goal is to keep memberships and terms active and updated consistently and constantly.

- Design of the door hangers for the Downtown Façade & Architectural Improvement Grant Program and the Downtown Jonesborough Loan Program is complete. Door hanger templates were ordered, printed and will be distributed to all downtown merchants in March. These are valuable programs to our downtown merchants that in my opinion are rarely being acted upon.
- BMA packet and meeting documents were compiled and published for the February BMA meeting.
- Met with various folks from the public regarding assistance with reported issues in town, and either handling immediately or connecting them with the right department and/or service.
- Upon my request, Parks and Recreation Director Chris Kudera ordered trail counters to start collecting pedestrian data along our sidewalk/trail system. The trail counters will track humans, pets, and bicycles. Because the units are portable, we can rotate them to different trails and walkways across town to better understand how and where we see most usage. Chris working on a schedule of what trails to track and a timeline.
- As a result of the winter weather and the financial impact on our downtown merchants, I have been brainstorming a “Downtown Business Support Initiative”. I Spoke with Mill Springs Makers Market owner Melinda Copp about working on it with me from a merchant’s perspective. From there, I will pull in our tourism director and events manager to help with launching ideas and execution. We plan to meet in the first week of March.
- Held individual meetings with Vice Mayor Adam Dickson, Alderman Terry Counterline, and Alderman Zac Jenkins, a continued planned effort to meet one-on-one with our town leaders. The purpose is strengthening working relationships, communication, and information.
- Attended a Grant Projects update meeting with Operations Manager Craig Ford and Community Development Partners Project Manager Rachel Conger to discuss progress on the Frontier Trail and Stage Road Park Trail projects, including the Middle School portion of the grant (LPRF and RTP Grants).
- Worked with Jackson Theatre Operations Manager Amber Crumley and Administrative Assistant Brandi Miller to add the additional information requested to the TN Arts Commission Partnership Support grant application. All required documents have been submitted to date. For this fiscal year we received \$32,000 from the \$100,000 request, and our application was the same request of \$100,000. Our hope is to at minimum receive the same amount for FY27 at \$32,000.
- Met with Angie Charles, Washington County Planning Director, to discuss multiple items on the upcoming Planning and Zoning Agenda, and other planning related matters to update our current zoning and subdivision regulations. Our zoning regulations need comprehensive review. A modern and clearly written development code reduces confusion for everyone, residents, developers, contractors, staff, planning commission and BMA. A comprehensive review allows us to simplify language, improve organization, and make the code more accessible and more predictable. This is a major undertaking that may need to be “farmed out” to professional firms that do this for a living and review against past, current, and pending land use control regulations.
- Met with Town Attorney Jim Wheeler, HZC Chair Frank Collins and Building Inspector Kevin Fair to discuss demolition by neglect process.
- Met with Jackson Theatre Operations Manager Amber Crumley, McKinney Center Director Theresa Hammons and Program Manager Anne Mason, and Administrative Assistant Brandi Miller to work on TN Arts Commission reporting requirements for the current grant due in June.
- Held our Grant Planning and Point of Contact kick-off meeting. The goal is collaboration among departments. Collaborating with other departments when seeking grants is valuable because it strengthens proposals, increases organizational capacity, and improves the likelihood of funding. The takeaway was open dialogue of all the grants, and the agency/organization we are all seeking funding from, and concluded with suggestions for each department.

- Met with Operations Manager Craig Ford and Police Chief Matt Rice to discuss the “tagging/graffiti” that is happening in town. Police are very well aware of it and plan to prosecute any individual(s) that are found. Timing for apprehending violators is critical. TIMING – either an officer or non-violator catching someone in the act or a security camera captures the violator (image would have to be high resolution to make an identification).
- Submitted the grant reimbursement request for our insurance Public Entity Partners Property Conservation Grant as part of enhancing security measures inside the Jackson Theatre. We received \$5,000 reimbursement for security measures undertaken at the Jackson Theatre. We will apply again for 2026 once the grant window is open for the purpose of enhancing security measures at Town Hall.
- Worked with County Planning Director Angie Charles on several pending planning related matters, including conference calls with contractors and developers on different projects. I attended the monthly Planning Commission meeting.
- Working on a Community Facilities Inventory and Analysis report. As the population of Jonesborough continues to increase at unprecedented rates, and more homes are built, you are aware of the great demands for more and improved services. Another critical matter is adequate facility space to meet current and future demands and needs. With the current configuration of staff departmentally, additional space is needed for General Administration, Water Administration, Public Safety (Police and Fire), Visitor’s Center, Building Department, and other potential needs as well. Without forethought and planning to meet future demands and needs, there is a strong likelihood of duplicating facilities, choosing poor locations or being unprepared to face a substantial public expenditure when the needs arise. A preliminary report is anticipated to be complete by end of March.
- The budget process has begun! This week Town Recorder Janet Jennings, Operations Manager Craig Ford and I held departmental FY27 budget sessions with the Police Department, Fire Department, and Solid Waste and Recycling. Directors have put a lot of thought into their preliminary budgets. Next week is very busy with remaining departments. Additionally, Town Recorder Janet Jennings and I held departmental FY27 budget sessions with the McKinney Center, Senior Center, Visitors Center, and Jackson Theatre.
- Met with Town Recorder Janet Jennings and Parks and Recreation Director Chris Kudera and Chuckey Depot representatives Jimmy Rhein and Rich Chinouth to discuss Chuckey Depot finances and procedures.
- Worked on the Data Center and Cryptocurrency Mining draft ordinance proposal and reviewing options on how we can limit the impact on our community. Town Attorney Jim Wheeler and I met to review the draft ordinance prior to it being introduced to the BMA at the March meeting.
- Met with South Cherokee resident Pedro Rico, Operations Manager Craig Ford, and Street Department Director Steve Prisament to discuss plans for improving traffic safety on South Cherokee Street. The meeting was productive and we are working together on a proposal to be presented at a scheduled public work session.
- We have been working diligently to complete the survey result requirements for the two separate CDBG grants we are participating in. The Skyline extension grant survey was mailed to 250 families with self-addressed stamped envelopes included. From that mailing we received 27 complete surveys (we need 237 returned). We have worked with Jonesborough Elementary Principal, Dr. Street, and got approval to send out another letter and survey via student’s homework folders. Dr. Street signed a letter that will accompany the survey and states that completed surveys can be returned to the school. We will work with the school to get the completed surveys so Administrative Assistant Brandi Miller can compile the results. We are looking at other ways to increase participation if the need arises to make every effort to meet the completed surveys threshold.
- Met with Tourism Director Cameo Waters, and Digital Media Manager Mitchell Calvin to review the website staging process. I’m very excited and pleased with the progress on this project. A preview will be available mid-March.

- Worked through several planning related tasks, with some including essential assistance from Town Attorney Jim Wheeler and County Planning Director Angie Charles to arrive at positive solutions.
- As Brandt & Robbins completed the deed work on the Mauk Property purchase, we are requesting the \$325,000.00 from the Tennessee Heritage Conservation Trust fund to go towards the agreed upon purchase price for the property. Once this is confirmed, I anticipate the closing date being set fairly quickly.
- The Town Attorney and Staff continue to work with AME Zion Church leadership on acquiring the church property, which is estimated to take a few months to work through deed related matters.
- Staff was onsite at the Senior Center Monday and Wednesday to facilitate collecting surveys in coordination with the County as part of the 2026 Community Development Block Grant (CDBG) program. To meet the requirements of the grant we need 325 households to complete the survey. Unfortunately, we did not receive enough completed surveys, so we are working with Community Development Partners to find other options to increase survey participation.
- Attended a meeting with Mayor Joe Grandy, Utilities Manager Kevin Brobeck, Water Quality Director Artie White, and Town Recorder Janet Jennings to discuss the financial elements of the County Water Line Projects, including updates to the “County” construction crew salaries and benefits. It was a very productive meeting, and the reimbursement plan discussion will help both parties considerably.
- Met with Building Inspector Kevin Fair to review options for Building Department software. Kevin attended multiple virtual meetings with multiple software platforms and is recommending a company. This software will assist the Town with tracking, billing and issuing building permits. One software has a robust AI component to it that will improve technical responses to plan submitters/reviews based on our adopted codes, and thus will provide more efficient and effective time in the field make inspections and working through violations. This will be introduced as part of the building department budget for FY27.
- Met with Senior Center Director Mary Regen and Robin Harpe to discuss community engagement and coordinate the final preparations/updates to launch of the Jonesborough Ambassador Program. The Ambassador program will kick off on Tuesday, March 2<sup>nd</sup>.
- We are gathering data from Supervisors on what is provided to new hires and/or existing employees for a uniform and if the uniform items are purchased through a local vendor, Amazon or rented. Currently, some departments rent shirts, pants and jackets, other departments purchase pants and shirts, some departments do not purchase any uniform items and others only provide shirts. We believe it is necessary to standardize what employees receive based on their position. We have been working to create a Uniform Policy that will stipulate what employees receive, how often and if items are purchased add a standard/guideline to those items. We will report back on the progress of this initiative.
- Working with Bill Forrester, First Tennessee Development District, Director of Economic Development, Planning & Housing Initiatives to discuss the Tennessee Housing Development Agency (THDA) funding for the HOME Program. The purpose of the HOME Program is to promote the production, preservation, and rehabilitation of affordable single-family housing for low-income households. If we are qualified, the goal would be to work with homeowners of homes needing renovations, and potential homes that are in such disrepair that new construction is the solution. THDA is anticipated to open the program again in May.

4. Approve the following Operations Manager Report:

- The Street Department currently has approximately 50 tons of salt in reserves. Although this sounds like a lot, it is not. We have 80 tons on order, but we are having a hard time taking delivery. We continue to check with the supplier to see when we may be able to take delivery.
- The Street Department has also been hard at work on repairing potholes and utility cuts throughout the Town. Currently, they have applied over 20 tons of asphalt throughout the

month and across most areas of Town. One of the problems in repairing potholes this time of year is getting asphalt. Currently there is only one asphalt plant operating, which is located near the airport, and it can take three to four hours waiting to be loaded.

- The Street Department also installed a new crosswalk at Correll Lane. This was needed after the installation of the sidewalk in December. There was some asphalt patching that had to be completed in the intersection prior to the crosswalk being installed.
- Speaking of the Street Department, progress is being made on the new building. The drywall is hung and should be finished in the first week of March. The ceiling grid is scheduled to be installed in the second week of March. The flooring has arrived and we will start installation as soon as the ceiling is complete. All doors have been delivered as well.
- I worked with various departments this month on their 2026/2027 budgets. I also participated in budget meetings with the Town Administrator and the Finance Director for the Police Department, Fire Department, Street Department, Parks and Recreation, Solid Waste, and Fleet Maintenance.
- I met with the Town Administrator, Street Department Director, and a South Cherokee resident on traffic issues and pedestrian access. The meeting went well and I am waiting to hear back from the resident.
- I have spoken with the vendor who is manufacturing and installing the handrail on the new West Main Street sidewalk. The material is in and he has begun the process of building the railing.
- I have also been working on a project to add a second camera downtown on the west end. The camera has been ordered. The pole has been ordered and is already in. I have also met Brightridge officials at the site.
- I met with Chris Kudera on several projects in Parks and Recreation. There are a few items on the agenda this month for the Board of Mayor and Alderman and there will be additional items on next month's agenda as well.
- I had a follow-up meeting with Holston Engineering at the Storytelling Center regarding the replacement of two HVAC units. I don't understand why this is taking so long and I continue to do what I can to push this project along.
- Preparation has begun for the permanent traffic signal at Tiger Way. There will obviously be some traffic delays during this time, but once the permanent lights go in, traffic should move much better through this area.
- We also had a problem with the signal at the Lowes entrance. Three of the loop wires had been severed. Two of these were due to utility work. This was causing serious delays in traffic. Steve Prisament, Street Department Director, worked with the Johnson City Engineering Department and they were able to repair all three loops.
- The contractor has provided preliminary numbers for me on building a second fire station. I am working on layout and/or interior design and trying to develop additional numbers to complete this plan. We will present this during budget.
- I have been working with a local vendor on upgrading the Town's "City Limits" signage. As you are aware, the Mayor would like to see an upgrade in our signage and it is certainly long overdue.
- I have worked on numerous projects in the month of February, with various departments and staff.
- Engineer Todd Wood is still recovering from surgery. I have spoken with him, and he is doing well and hopes to return soon.

5. Approve Committee Reports: Historic Zoning, and Jonesborough Planning Commission.

6. Approve Supervisor Reports: Building Inspector, Director of Human Resources, Water Utilities, Fire Department, Police Department, Parks and Recreation, McKinney Center, Street Department, Senior Center, Jackson Theatre, Solid Waste & Recycling, and the Visitors Center.

7. Approve Keep Jonesborough Beautiful Committee Reappointments for Ashley Cavender, Mark Merriman, and Sandy Countermine to serve a three-year term expiring in March 2029.
8. Approve Recreation Advisory Committee Appointment of Spencer Street as the Mayor's Representative, and Wendy McKinney to fill an unexpired term expiring in September 2029. Mark Merriman, Jimmy Rhein, and Jason Davis were reappointed to serve a five-year term expiring March 2031.
9. Approve McKinney Center Advisory Committee Reappointments of Michelle Treece, Kay Grogg, Karen Sullivan, and Richie Hayward to serve a three-year term expiring March 2029.
10. Approve Tree and Townscape Committee Appointment of Josh Conger to full an unexpired term that will expire January 2028.
11. **PULLED FOR DISCUSSION LATER IN MEETING** - Approve Town Event – 2026 Music On The Square
12. Approve Town Event – 2026 Brews & Tunes – To be held each Sunday from 4:00 pm to 7:00 pm on the Storytelling Center's front plaza from June through September 2026. There are no street closures, but food truck parking spaces will be blocked off adjoining the plaza. Beer is served through Main Street Café and Catering's ABC Catering License, and all servers have their ABC Server's License. Food is offered from two local food trucks. There will be a local band, or solo act, each week with a performance from 5-7pm. There will be Yoga in the Park weekly in Jimmy Neil Smith Park.

The annual Brews & Tunes fundraiser, called Brews & Boos is scheduled to be held in October in the Jimmy Neil Smith Park. This is a ghost storytelling event that sells out each year. We also have a sponsorship goal of \$3,000 and make anywhere from \$2,000-\$3,000 on the fundraiser. In addition, we profit \$100.00 weekly from the food trucks and \$1 from each beer sold.

13. Approve Town Event – Easter Eggstravaganza 2026 – Saturday, March 28, 2026, from 11:00 am-3:00 pm to celebrate Easter. The event will take place around the International Storytelling Center Plaza, the Courtyard and Jimmy Neil Smith Park, beside the Christopher Taylor Cabin and Christopher Taylor Lane. Free activities for the children will include face painting, children's crafts provided by the McKinney Center, photos with the Easter bunny, and 2 free movies at the Jackson Theatre sponsored by Christ Church of Jonesborough. We will also be hosting a Touch-A-Truck event on Christopher Taylor Lane (pending Police and Fire department approval) with a dump truck, brush truck, fire truck, patrol car, and excavator. We are also hoping for K9 Officer Daryl inside the patrol car (pending Police Department approval).

The Main Event, the egg hunt, will take place starting at 12:30 pm in Jimmy Neil Smith Park, with over 5,000 candy eggs. The Egg Hunt will be separated into 4 separate egg hunts for different age groups. The event is for children ages 12 and under. The Main Event, the Egg Hunt, will be scheduled throughout the entirety of the event so that families will participate longer in the free community activities and spend more time in downtown Jonesborough.

Our goal for the Annual Easter Egg Hunt is to continue to provide these free quality family friendly activities for the children and residents of our community, which increases the overall quality of life for our residents, and to promote a greater economic impact for downtown merchants, and encourage residents and visitors alike to enjoy and engage in beautiful downtown Historic Jonesborough by increasing foot traffic in the stores and restaurants.

14. Approve Special Event – Star Wars Day – A Special Events application from Cody Armstrong for “Jonesborough’s Star Wars Day” sponsored by JAMSA on Saturday, May 2, 2026, with the event starting at 12:00 PM and ending at 5:00 PM was submitted. The purpose of the event is to bring new and returning visitors to our area. Businesses will be serving food and beverages inside the stores and participating in outdoor activities downtown. Services requested include police and security, signage, communications and/or publicity, use of facilities, and refuse collection. Street closure has been requested from Fox Street to Second Avenue from 11:30 AM to 5:00 PM. The Hold Harmless Agreement and Proof of Insurance have been received.
15. Approve Wetlands Waterpark Food Bid – The Town received two food bid submissions from Performance Food Group and US Foods. After careful evaluation, Park and Recreation Director Chris Kudera and Wetlands Park Director Nick Bogle recommended awarding the contract to US Foods for the upcoming season. Mr. Kudera and Mr. Bogle met with representatives from both vendors to discuss product options, new menu ideas, and industry trends at comparable facilities. Based on those meetings, US Foods demonstrated a significantly stronger level of engagement, innovation, and customer support. Their responsiveness during the 2025 season also reinforced this, most notably when they personally delivered emergency replacement inventory following a record-breaking weekend when the park ran out of multiple products. Upon award of the bid, staff will work directly with US Foods to finalize the 2026 Wetlands café menu and submit that for BMA approval at the April 2026 meeting.
16. Approve Wetlands Waterpark Job Descriptions – The Parks and Recreation Director requested to update two of the Wetlands position descriptions prior to the park opening for the 2026 season. The Seasonal Manager position is currently listed as a grade 7, step 1, on the Town’s compensation plan, which is \$22.33 per hour. The position should be a grade 6 position within the Wetlands compensation plan with salary ranging between \$14-\$17.00 per hour. Given the seasonal and specialized nature of the position, aligning it with the Wetlands compensation plan provides consistency within the department and allows greater flexibility in managing seasonal staffing levels and budget planning.

The second position is a new position. Currently, there are separate position descriptions for Greeter, Customer Service, Cashier, Cook, and Maintenance Worker. All these positions are the same pay rate on the Wetlands Compensation Plan. It was requested to eliminate all of these positions and combine them into one position description, which will be Team Member. On any given day at Wetlands, staffing, needs can shift quickly based on attendance, or customer demand. By establishing one unified Team Member role, staff can transition between responsibilities as needed to best serve the park operations and guests. This structure will promote teamwork, eliminate job-specific tasks, improve efficiency, and ensure staff time is being utilized effectively. It also provides much more flexibility for the seasonal managers to place people where they are needed on a daily basis.

The Head Lifeguard, Lifeguard, and Slide Attendant positions did not change but were included in this approval as it is best practice to periodically review and approve position descriptions.



Seasonal Manager

Grade: 6

Adopted: March 2026

**Position Description:** This seasonal position is responsible for the overall operation and maintenance of the water park facility to include facility maintenance, marketing and promotion, safety, training and development of staff, employee management, concession stand and ticket sales monitoring, facility scheduling and special events. This role requires a strong leadership and management skills set as well as a commitment to providing a safe and enjoyable environment for patrons of Wetlands Water Park.

Immediate supervision is provided by the Wetlands Water Park Director and responsible to the Parks & Rec Director.

**Duties:**

- Ability to establish effective working relationships with employees and supervisors.
- Ability to competently deliver and follow instructions delivered either verbally or in writing.
- Work a flexible schedule including weekends.
- Responsible for facility maintenance and operations, including but not limited to lighting, filtration, purification, and overall safety of the facility.
- Responsible for maintaining, supervising, and conducting all marketing and promotional materials/activities related to Wetlands Water Park.
- Coordinate, supervise and execute formal safety programs related to all operations of Wetlands Water Park.
- Directs and ensures the development, maintenance, and supervision of all training and educational programs for all seasonal staff.
- Directs, supervises, and ensures the preparation, maintenance, review and submission of reports and records as required by the Wetlands Director and/or Parks & Rec Director.
- Oversee employee staffing and scheduling to successfully operate the Wetlands Water Park, to include evaluation of staff and provide necessary corrective feedback.
- Oversee the operation of the concession stand, customer service, and all ticket sales to include daily and season passes.
- Plans, directs, and supervises staff in instructional swimming programs and special events.
- Responsible for the scheduling and use of the facility for both Town events, special events and rentals.
- Coordinate with the Parks & Rec Director to request chemicals, supplies and equipment for the facility.
- Work with Parks & Rec Director and Wetlands Director to develop, promote and supervise a diverse aquatic program for all ages in accordance with community needs.
- Manage staffing levels to accommodate labor needs during inclement weather, sickness, etc.
- Coordinate with the Parks & Rec Director and Wetlands Director regarding developing, preparing, monitoring, and analyzing the Wetlands budget, income, and expenses.
- Ability to work harmoniously with pool staff, patrons and public to explain, demonstrate, and enforce all Wetlands policies and rules.
- Ability to maintain all records related to the facility to include water test, injury reports, incident reports, and other documents as needed.
- Ability to understand, communicate and execute emergency responses in an aquatic environment and the area emergency services.
- Understand the operation of a swimming pool to include sanitation, maintenance, and safety.
- Promote goodwill, excellent customer service with patrons resolving issues that may arise.

- Assist with inventory control in the Café to include assisting with stocking and ordering all food items.
- Ability to follow and communicate to staff the State of Tennessee regulations regarding sanitation and serving food.
- Perform all duties asked by Water Park Director and Parks & Recreation Director.
- General knowledge of Wetlands pool, slides, and features.
- Knowledge of principals and practices of facility rules, policies, and procedures.
- Collaborate with entire Wetlands staff to ensure the park is clean, maintained, safe and always kept in good repair.
- Demonstrate and lead by example of good practices around a pool, around slides and within the park.
- Ability to give direction and perform duties independently.
- Represent Wetlands Water Park in a positive, professional manner with a pleasant personality and a neat appearance.
- Ability to facilitate all in-service training and be aware of all facility programs, scheduling, and activities.

### Qualifications

- Minimum 3 years' experience in operation and management of aquatic centers, water park or related recreation area or 5 years' experience in management/supervision of employees.
- Minimum high school graduate.
- Some college or post-secondary school experience preferred.
- Current CPR and First Aid certification.
- Current Lifeguard training certification.
- Certified Pool or Aquatic Facility Operator certification preferred.
- This position requires frequent walking, standing, and lifting of up to 50 lbs. with work duties performed indoors and outdoors with exposure to the elements.

### Experience

- Previous experience preferred in customer service to include restaurant, office, or retail environments.
- Experience operating basic restaurant equipment preferred.
- Previous experience working in a fast pace, ever changing environment.



Team Member

Grade: 1

Adopted: March 2026

**Position Description:** This seasonal position is responsible for serving the Wetlands patrons in a variety of roles. These roles are assigned on a daily, weekly, or seasonal basis and may include greeting patrons, cashier, maintenance, café, and customer services roles.

Immediate supervision is provided by the Wetlands Seasonal Manager and Wetlands Water Park Director.

### Duties:

- Ability to establish effective working relationships with fellow employees.
- Ability to competently follow instructions delivered either verbally or in writing.
- Work a flexible schedule including weekends.
- Ability to greet patrons in a professional, pleasant manner.
- Posses the ability to manage cash, operate a credit card machine and perform reconciliation of funds accepted. Ability to count money and give change.
- Ability to work in a concession stand to include serving guests, preparing food and cleaning.

- Assist patrons with tube rentals.
- Ability to operate a cash register and other office equipment if needed.
- Communicate effectively with fellow coworkers, supervisors, and patrons.
- Operate public address system when directed.
- Promote goodwill, excellent customer service with patrons resolving issues that may arise that are within the scope of the role.
- Facilitate the purchase of Wetlands merchandise and answer patron questions regarding merchandise.
- Completion of paperwork to document all incidents that may arise.
- Assist with issuing season passes.
- Minor cleaning and maintenance to include landscaping and cleaning.
- Assist with inventory control in the Café to include assisting with stocking and ordering all food items.
- Ability to follow State of Tennessee regulations regarding sanitation and serving food.
- Assist with birthday party packages and other special events.
- Practice safety first while inside Wetlands and at assigned post. Enforce all park policies and rules.
- Assist with completing accurate records of patron attendance to include season pass and daily pass usage.
- Perform all duties asked by Seasonal Manager and Water Park Director.
- General knowledge of Wetlands pool, slides, and features.
- Knowledge of principals and practices of facility rules, policies, and procedures.
- Collaborate with entire Wetlands staff to ensure the park is clean, maintained, safe and always kept in good repair.
- Demonstrate and lead by example of good practices around a pool, around slides and within the park.
- Ability to take direction and perform duties independently.
- Represent Wetlands Water Park in a positive, professional manner with a pleasant personality and a neat appearance.
- Ability to attend all in-service training and be aware of all facility programs, scheduling, and activities.
- Aid parents or family members in locating a child or relative when needed.
- Other duties as assigned by Seasonal Manager, Wetlands Director or Parks & Rec Director.

### **Qualifications**

- High school or college student; graduate of preferred. Minimal grade completion is 9<sup>th</sup> grade.
- Must be 15 years old or older.

### **Experience**

- Previous experience preferred in customer service to include restaurant, office, or retail environments.
- Experience operating basic restaurant equipment preferred.



Head Lifeguard

Grade: 4

Adopted: March 2026

**Position Description:** This seasonal position is responsible for participating in and providing supervision of Lifeguards; monitoring activities at Wetlands Water Park, including functioning as a Lifeguard in maintaining order; preventing accidents; rescuing swimmers in distress; and providing swimming instruction.

Supervision is provided by the Wetlands Seasonal Manager and Wetlands Water Park Director.

**Duties:**

- Conduct reviews of lifeguard activity; correcting improper practices; checking the pool, decking, locker rooms, and pool equipment for safety hazards or needed repairs. Assist in implementing corrective action of any unsafe conditions or safety violations.
- Assign and oversee lifeguard opening and closing, clean-up and safety check duties. To include keeping Wetlands Water Park free of debris and visually appealing to patrons.
- Assist in ensuring lifeguards meet the dress code.
- Ensure lifeguards exhibit a high quality of customer service.
- Assist in directing and executing the Wetlands Emergency Action Plan when needed.
- Conduct water tests and maintain records on water tests as directed by Seasonal Manager or Wetlands Director.
- Perform lifeguard duties.
- Implement and enforce pool safety activities and assist in training staff and educating the public regarding Wetlands rules and water safety.
- Supervise of lifeguards; to include ensuring lifeguard staff rotation and shift change is completed according to Wetlands policy.
- Assist with swimming lessons.
- Possess organizational and administrative experience.
- Thorough knowledge of first aid, CPR, and water rescue techniques.
- Ability to take direction and perform duties independently.
- Represent Wetlands Water Park in a positive, professional manner with a pleasant personality and a neat appearance.
- Complete required records and reports and submit when due.
- Other duties as assigned by Seasonal Manager, Wetlands Director or Parks & Rec Director.

**Qualifications**

- High school graduate: college student preferred
- Must be 18 years old or older
- Current CPR and First Aid certification
- Current Lifeguard certification
- Water Safety Instructor preferred
- Must complete the Wetlands lifeguard test; requiring a high level of physical endurance and excellent physical condition

**Experience**

- 3 years or more of experience as a lifeguard
- Preferred experience as a Head Lifeguard



Lifeguard  
Grade: 3

Adopted: March 2026

**Position Description:** This seasonal position is responsible for ensuring the safety of swimmers and aquatic patrons by monitoring activities, enforcing safety rules, and performing rescues when necessary.

Immediate supervision is provided by the Head Lifeguard on duty, the Wetlands Seasonal Manager and Wetlands Water Park Director.

**Duties:**

- Ability to direct people in a courteous manner and have them follow directions.
- Ability to perform first aid and CPR when necessary.

- Practice safety first while inside Wetlands and at assigned post.
- Able to teach and/or assist swimming lessons to children and engage in positive manner with children.
- Perform all duties asked by Head Lifeguard, Seasonal Manager and Water Park Director.
- Familiar with installation, use and maintenance of all types of swimming pool equipment including rescue tubes, etc.
- General knowledge of Wetlands pool, slides, and features.
- Knowledge of principals and practices of facility rules, policies, and procedures.
- Ability to learn all aspects of the Wetlands Emergency Action Plan and be ready to respond quickly and confidently to emergency situations.
- Communicate clearly with other lifeguards and aquatic staff regarding the need for assistance and/or equipment.
- Observe all water areas and assure the maximum safety of all patrons.
- Assist the staff in any phase of the pool's operation.
- Collaborate with entire Wetlands staff to ensure the park is clean, maintained, safe and always kept in good repair.
- Demonstrate and lead by example of good practices around a pool, around slides and within the park.
- Ability to take direction and perform duties independently.
- Represent Wetlands Water Park in a positive, professional manner with a pleasant personality and a neat appearance.
- Ability to attend all in-service training and be aware of all facility programs, scheduling, and activities.
- Educate patrons on safety concerns and inform them of the purpose of the rules.
- Aid parents or family members in locating a child or relative when needed.
- Complete required records and reports on time and accurately.
- Ensure all opening and closing safety checks are completed to include equipment checks.
- Other duties as assigned by Seasonal Manager, Wetlands Director or Parks & Rec Director.

### **Qualifications**

- High school or college student; graduate of preferred. Minimal grade completion is 10<sup>th</sup> grade.
- Must be 16 years old or older.
- Current CPR and First Aid certification.
- Current Lifeguard certification.
- Successfully complete the facility's lifeguard test.
- Must demonstrate excellent physical condition and promote a healthy, fit lifestyle through appearance and actions.

### **Experience**

- Previous experience in some phase of aquatic operations preferred.
- Possess the ability to direct others and be direct and clear in communication.



Slide Attendant

Grade: 2

Adopted: March 2026

**Position Description:** This seasonal position is responsible for the oversight of the water slides at Wetlands Water Park and oversees the safe, smooth use by guests when using the water slides. Immediate supervision is provided by the Head Lifeguard on duty, with indirect supervision by the Wetlands Seasonal Manager and Wetlands Water Park Director.

### **Duties:**

- Ability to direct people in a courteous manner and have them follow directions.

- Ability to perform first aid and CPR when necessary.
- Practice safety first while inside Wetlands and at assigned post.
- Work with patrons of all ages and communicate clearly and provide concise, clear direction.
- Maintain discipline, analyze questions asked by patrons, provide thoughtful answers and make decisions based on all circumstances.
- Perform all duties asked by Head Lifeguard, Seasonal Manager and Water Park Director.
- General knowledge of Wetlands pool, slides and features.
- Knowledge of principals and practices of facility rules, policies and procedures.
- Collaborate with entire Wetlands staff to ensure the park is clean, maintained, safe and always kept in good repair.
- Demonstrate and lead by example of good practices around a pool, around slides and within the park.
- Ability to take direction and perform duties independently.
- Represent Wetlands Water Park in a positive, professional manner with a pleasant personality and a neat appearance.
- Other duties as assigned by Seasonal Manager, Wetlands Director or Parks & Rec Director.

### **Qualifications**

- High school or college student; graduate of preferred.
- Must be 15 years old or older.
- Current CPR and First Aid certification.
- Must demonstrate excellent physical condition and promote a healthy, fit lifestyle through appearance and actions.

### **Experience**

- Previous experience in some phase of aquatic operations preferred.
- Possess the ability to direct others and be direct and clear in communication.

17. Approve Jackson Theatre Job Descriptions – The Alcoholic Beverage Commission representative that performs the Jackson Theatre annual inspection informed us that our job descriptions need to include language about needing to have a current Tennessee ABC server permit. All Jackson Theatre employees that serve alcohol do have their permit, but it is necessary for their job descriptions to reflect that requirement.

Human Resource Director Michelle Steward worked with Jackson Theatre Operations Manager Amber Crumley to include the required language in the Host II and House Manager job descriptions. The House Manager has some other revisions based on the actual duties of a house manager.

Since we have or may have employees that are under 18 years of age, the Host I position would cover them as they are not old enough to serve, and the position description does not have the ABC required language.



# HOUSE MANAGER, JACKSON THEATRE

JOB STATUS: NON-EXEMPT

DATE MODIFIED: MARCH 9, 2026

GRADE 5

## DEFINITION

The House Manager, Jackson Theatre, is responsible for overseeing all aspects of the patron experience at the Jackson Theatre, including ticketing, ushering, concessions, and audience services. This position requires strong leadership skills, excellent customer service, and the ability to manage a team in a fast-paced environment. This is a part-time position, 25 hours per week.

## SUPERVISION RECEIVED AND EXERCISED

Direct supervision is received from the Assistant Operations Manager with oversight by the Operations Manager.

## ESSENTIAL AND MARGINAL FUNCTION STATEMENTS

*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

### Essential Function:

1. Oversee the day-to-day operations of the front of house areas, including the box office, lobby, ushers, gift shop area, and concessions.
2. Oversees merchandising for the Jackson Theatre and Stage Door.
3. Assist in hiring, training, scheduling, and supervising front of house staff, including ushers, ticket sellers, bartenders, concession workers, and volunteers.
4. Ensure that all front-of-house staff are trained in customer service, safety procedures, and venue policies.
5. Coordinates with the production team to ensure that front-of-house activities are aligned with performance schedules and technical requirements.
6. Assists in overseeing ticketing operations, including selling tickets, handling exchanges and refunds, and reconciling cash drawers.
7. Addresses patron inquiries, concerns, and complaints in a prompt and professional manner.
8. Manage inventory with assistance from the Assistant Operators Manager with ordering for concessions, ensuring that supplies are stocked and equipment is maintained.
9. Collaborates with marketing and promotions teams to develop strategies for increasing ticket sales and patron engagement, including various aspects of community engagement and includes distribution of printed promotional pieces.
10. Possess a Tennessee ABC server permit.

### Marginal Functions:

- Monitors audience flow and seating arrangements to ensure a smooth and efficient experience for patrons.
- Responsible for updates to product inventory within our Point-of-Sale system.

- Assists with theatre event planning which may include stage design for live performances, themed movie events, and other dedicated events held within the Jackson Theatre.
- Responsible for covering all green rooms' needs when the theatre is hosting live performances.
- Maintains cleanliness and organization of all front of house areas, including the lobby, restrooms, and concession stands.
- May be asked to be on call from time to time.
- Ability to work weekends, holidays, and evenings to accommodate the needs of the Jackson Theatre.
- Perform related duties and tasks assigned.

## **KNOWLEDGE SKILLS AND ABILITIES**

### **Knowledge of:**

- Ticketing systems and box office operations.
- Safety and security procedures in a public venue.
- Collaborating with volunteers to include recruitment, training, and supervision.

### **Skill in:**

- Strong organizational and multitasking skills.
- Following safe work practices.
- Strong leadership and supervisory skills with the ability to manage a team.
- Excellent public relations, customer service, and communications skills

### **Ability to:**

- Work flexible hours to include evenings, weekends, and some holidays.
- Ability to prioritize tasks in a demanding environment.
- Ability to interact professionally with patrons and staff.
- Understand oral and written instructions.
- Ability to maintain an effective working relationship with supervisors, employees, and public.
- To use sound judgment in fulfilling the responsibilities of this position.

## **REQUIRED QUALIFICATIONS:**

- Minimum high school diploma or equivalent.
- Supplemental business courses at a college level in management and/or accounting techniques and computers.
- Minimum of 3-5 years of experience in front of house management, event management, customer service or related field or any combination of education, training, and experience which provides the necessary knowledge, skills, and ability to perform the essential functions of the job.
- 18 years old or older.
- Valid driver's license.

## **PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

*Work is performed indoors but there may be occasional exposure to the elements. Moderate physical demands: strength sufficient to lift and move items weighing up to fifty (50) pounds Minimal dexterity*

*in the use of fingers, limbs, or body parts in the operation of theatre or office equipment. Tasks may involve extended periods of time at a computer/keyboard.*

**Environment:**

Task is regularly performed indoors with limited exterior work.

**Mental:**

While performing the duties of this class, the employee is regularly required to use a mid-level degree of mental stamina to complete tasks in an efficient timely manner.

**Vision:**

See in the normal visual range with or without correction; vision sufficient to see traffic at a distance and to operate assigned equipment.

**Hearing:**

Hear in the normal audio range with or without correction.



HOST I- JACKSON THEATRE

JOB STATUS: NON-EXEMPT

DATE MODIFIED: MARCH 9, 2026

GRADE 1

**DEFINITION**

The Host position at the Jackson Theatre provides a wide array of customer service functions. Employees in this class are assigned specific tasks related to the theatre box office and concessions. Employees in this position have frequent contact with the public and are most often the initial contact for the Jackson Theatre with patrons. This is a part time position.

**SUPERVISION RECEIVED AND EXERCISED**

Direct supervision is received from the Jackson Theatre Assistant Operations Manager and the general supervision of the Jackson Theatre Operations Manager.

**ESSENTIAL AND MARGINAL FUNCTION STATEMENTS**

*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

**Essential Function:**

1. Responsible for opening and closing of the theatre to include the Stage Door in accordance with opening/closing procedures.
2. Responsible for learning the use of the ticketing system used by the Jackson Theatre and all functions needed to properly run the box office (sales, refunds, manifest creation, audit and sales reports, creation of an event/patron type report and other functions as needed).
3. Coordinates with the House Manager to coordinate the times for the theatre to open the doors to patrons and ensure ushers are familiar with all seating arrangements and any special requests for patrons.

4. Demonstrate a high degree of hospitality for theatre patrons either in person or via telephone, assisting with general theatre and Jonesborough questions to include directions, event specifics, etc.
5. Sell tickets to theatre events during designated box office times.
6. Responsible for proper reporting of daily ticket sales and reconciliation of cash sales for the day. This includes collecting all cash sales, cash drawers, daily sales reports, daily tax reports and completing an itemized sales sheet each day.
7. Ability to work nights, weekends and holidays when needed to accommodate the needs of the theatre.
8. Utilize the point-of-sale system used by the theatre to sell all concessions and merchandise. The system includes sales, inventory, input of items in proper categories for accounting purposes.
9. Assists the Assistant Operations Manager and House Manager on a proper inventory system with weekly updates to maintain adequate inventory.

**Marginal Functions:**

- Performs related duties and responsibility as required.
- Assists with keeping the theatre and the Stage Door neat and clean during events.
- Assists with theatre tours.

**KNOWLEDGE SKILLS AND ABILITIES**

**Knowledge of:**

- Computer utilization includes specific programs, Microsoft programs.

**Skill in:**

- Customer Service and/or public relations to include conflict resolution.

**Ability to:**

- Understand oral and written instructions.
- Ability to maintain an effective working relationship with superiors, employees, and public.
- To use sound judgment in fulfilling the responsibilities of this position.
- Set up chairs, tables, etc.
- Learning about the operation of audiovisual equipment, lights, etc.
- Work weekends or holidays to meet the needs of The Jackson Theatre schedule.

**REQUIRED QUALIFICATIONS:**

- Minimum high school diploma or equivalent.
- 16 years old or older.
- Valid driver's license.
- Preferred customer service experience.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

*Work is performed primarily indoors but may occasionally be exposed to the weather to assist patrons and theatre staff. Moderate physical demands: strength sufficient to lift and move items weighing up to fifty (50) pounds on occasion; lifting to ten (10) pounds is frequently needed.*

**Environment:**

Task is regularly performed indoors with limited exterior work.

**Mental:**

While performing the duties of this class, the employee is regularly required to use a mid-level degree of mental stamina to complete tasks in an efficient timely manner.

**Vision:**

See in the normal visual range with or without correction; vision sufficient to see traffic at a distance and to operate assigned equipment.

**Hearing:**

Hear in the normal audio range with or without correction.



HOST II JACKSON THEATRE

JOB STATUS: NON-EXEMPT

DATE MODIFIED: MARCH 9, 2026

GRADE 1

**DEFINITION**

The Host position at the Jackson Theatre provides a wide array of customer service functions. Employees in this class are assigned specific tasks related to the theatre box office and concessions, to include serving alcohol. Employees in this position have frequent contact with the public and are most often the initial contact for the Jackson Theatre with patrons. This is a part time position.

**SUPERVISION RECEIVED AND EXERCISED**

Direct supervision is received from the Jackson Theatre Assistant Operations Manager and the general supervision of the Jackson Theatre Operations Manager.

**ESSENTIAL AND MARGINAL FUNCTION STATEMENTS**

*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

**Essential Function:**

10. Must have a current, Tennessee ABC server permit.
11. Responsible for opening and closing of the theatre to include the Stage Door in accordance with opening/closing procedures.
12. Responsible for learning the use of the ticketing system used by the Jackson Theatre and all functions needed to properly run the box office (sales, refunds, manifest creation, audit and sales reports, creation of an event/patron type report and other functions as needed).
13. Coordinates with the House Manager to coordinate the times for the theatre to open the doors to patrons and ensure ushers are familiar with all seating arrangements and any special requests for patrons.
14. Demonstrate a high degree of hospitality for theatre patrons either in person or via telephone, assisting with general theatre and Jonesborough questions to include directions, event specifics, etc.
15. Sell tickets to theatre events during designated box office times.

16. Responsible for proper reporting of daily ticket sales and reconciliation of cash sales for the day. This includes collecting all cash sales, cash drawers, daily sales reports, daily tax reports and completing an itemized sales sheet each day.
17. Ability to work nights, weekends and holidays when needed to accommodate the needs of the theatre.
18. Utilize the point-of-sale system used by the theatre to sell all concessions and merchandise. The system includes sales, inventory, input of items in proper categories for accounting purposes.
19. Assists the Assistant Operations Manager and House Manager on a proper inventory system with weekly updates to maintain adequate inventory.
20. Provides support as a bartender during events that serve alcohol at the Jackson Theatre. This involves training and additional functions to ensure that alcohol serving guidelines are met and all reports of alcohol sales are completed.

**Marginal Functions:**

- Performs related duties and responsibility as required.
- Assists with keeping the theatre and the Stage Door neat and clean during events.
- Assists with theatre tours.

**KNOWLEDGE SKILLS AND ABILITIES**

**Knowledge of:**

- Computer utilization includes specific programs, Microsoft programs.
- Alcohol serving guidelines in the State of Tennessee.

**Skill in:**

- Customer Service and/or public relations to include conflict resolution.

**Ability to:**

- Understand oral and written instructions.
- Ability to maintain an effective working relationship with superiors, employees, and public.
- To use sound judgment in fulfilling the responsibilities of this position.
- Set up chairs, tables, etc.
- Learning about the operation of audiovisual equipment, lights, etc.
- Work weekends or holidays to meet the needs of The Jackson Theatre schedule.

**REQUIRED QUALIFICATIONS:**

- Minimum high school diploma or equivalent.
- 18 years old or older.
- Valid driver's license.
- Preferred customer service experience.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

*Work is performed primarily indoors but may occasionally be exposed to the weather to assist patrons and theatre staff. Moderate physical demands: strength sufficient to lift and move items weighing up to fifty (50) pounds on occasion; lifting to ten (10) pounds is frequently needed.*

**Environment:**

Task is regularly performed indoors with limited exterior work.

**Mental:**

While performing the duties of this class, the employee is regularly required to use a mid-level degree of mental stamina to complete tasks in an efficient timely manner.

**Vision:**

See in the normal visual range with or without correction; vision sufficient to see traffic at a distance and to operate assigned equipment.

**Hearing:**

Hear in the normal audio range with or without correction.

18. Approve Tiger Park Concessions Agreement – As a part of the shared use agreement for Tiger Park, the Parks and Recreation Director has worked with school officials on a concession agreement for Tiger Park. As the Town of Jonesborough and the Washington County Department of Education are both local governmental entities, particular attention must be paid to cash/debit card transactions. They must meet guidelines established by state law and the state comptroller's office. The Tiger Park differs from the Jonesborough Little League concession agreement. Areas of note include section 4.1 which requires Coke products to be sold. This is the same for the Little League as the Town has an exclusive drink sponsorship agreement with Coke.

Section 4.2 states that the Town of Jonesborough's Parks and Recreation Department is responsible for purchasing the food for sale at the concession stand and has been mutual agreed upon. (this differs from the Little League agreement)

Section 4.3 is also different than the Little League concession agreement. This section requires the concessionaire to set a menu and prices for approval by the Parks and Recreation Director.

Sections 4.2 and 4.3 are necessary because the Town utilizes the Clover system for payment and there can only be one bank account attached to the system. The School Boosters are not in a position to spend the money on the concession's food, then wait for reimbursement. Since the Town is purchasing the food and the purchase of the food at concessions is going into the Town's account, the Town will then issue a check to the Booster Club for their share of the profit. The Town will provide the forms for daily reporting and deposits, as well as a policy for handling cash. Town Attorney Jim Wheeler reviewed the agreement.

*TOWN OF JONESBOROUGH*

*DEPARTMENT OF PARKS AND RECREATION*

*CONCESSION AGREEMENT*

**This Concession Stand Agreement** (“Agreement”) is made this \_\_\_ day of, \_\_\_\_\_ **20** \_\_\_, by and between:

- **Town of Jonesborough, Tennessee**, acting through its Parks and Recreation Department (hereinafter “Town” or “Licensor”), and
- \_\_\_\_\_ (hereinafter “Concessionaire”).

Collectively referred to as the “Parties.”

**1. PURPOSE AND PREMISES**

1.1 The Town grants to Concessionaire the non-exclusive right (unless otherwise agreed by amendment of this agreement) to operate the concession stand located at Tiger Park, for the purpose of selling food, drinks, and related concession-type items (“Concession Services”) during events as approved by the Town.

1.2 The concession stand facility, equipment, fixtures, and the area immediately surrounding it (grounds, parking, walkways / bleachers, etc.) are included in the Premises for which this Agreement applies.

**2. TERM**

2.1 Effective Date & Term: This Agreement begins on \_\_\_\_\_ 20\_\_ and remains in force until \_\_\_\_\_ 20\_\_, unless terminated earlier in accordance with Section 11.

2.2 Renewals: Option(s) to renew may be granted under mutually agreeable terms, provided Concessionaire is in compliance with this Agreement.

**3. OPERATIONS, HOURS AND EVENTS**

3.1 Concessionaire shall operate the concession stand during all events at Tiger Park as scheduled by the Town or as otherwise agreed.

3.2 Concessionaire shall open and staff the concession stand during the hours required for such events, and in such condition as may be required by the Town and in compliance with all health, safety, building, and fire code requirements.

#### **4. EXCLUSIVE SUPPLY OBLIGATIONS**

4.1 Drink Sponsorship – Coke: The Town has an exclusive drink sponsorship agreement with Coca-Cola. Concessionaire must use Coca-Cola products (including water) as the sole provider of bottled / canned / fountain drinks and must order exclusively through the designated Coke representative as specified by the Town. All orders shall be approved and/or placed by Town employees designated and approved by the Town Administrator or Town Recorder.

4.2 Food / Other Supplies – US Foods: The Town has an agreement with US Foods for supply of certain basic items for resale. Concessionaire shall source those basic items through US Foods in accordance with the supply agreement of the Town, except in cases where the Town approves otherwise in writing. All orders shall be approved and/or placed by Town employees designated and approved by the Town Administrator or Town Recorder.

4.3 Prices / Menu: Concessionaire shall submit a proposed menu and price list for Town approval before commencement of operations or any modification. Prices should be reasonable and consistent with comparable concessions.

#### **5. BUILDING, EQUIPMENT & MAINTENANCE**

5.1 Town Responsibilities – Ordinary and Reasonable Maintenance: The Town shall cover the cost of ordinary, customary, and reasonable repairs necessary to preserve the building structure (roof, walls, plumbing, electrical, permanent fixtures), and equipment provided by Town, except where damage arises due to negligence, misuse, or willful misconduct by Concessionaire or its agents.

5.2 Concessionaire Responsibilities – Damage & Cleaning:

- Concessionaire is responsible for any damage beyond ordinary wear and tear or beyond what would be expected in preserving the building. If Concessionaire or its employees, agents, volunteers cause damage, Concessionaire shall repair or pay for repair (as determined by Town).
- Concessionaire shall keep all Town-provided equipment, fixtures, counters, sinks, serving surfaces, etc., clean after each use. Failure to properly clean may result in delays in the Town making payouts of any amounts owed to Concessionaire, and/or the imposition of cleaning fees or deductions from those payouts.

5.3 Equipment Inventory: An inventory of all equipment provided by Town shall be attached as Exhibit A. Concessionaire shall inspect and acknowledge condition at start of term.

#### **6. TRASH, SANITATION & AREA CLEANUP**

6.1 Concessionaire shall be responsible for disposing of all trash generated in and around the concession stand during and after each event. It is to be disposed of in the dumpster located in the back parking lot of Jonesborough Elementary School.

6.2 Concessionaire shall walk surrounding areas, including fields, bleachers, walkways, dugouts, and adjoining areas, after each event to clean up all litter or debris caused by attendees or Concession operations.

6.3 Bathroom Cleaning: When bathrooms are in use in connection with events where concession stand is operating, Concessionaire (or those using the concession stand for the event) shall clean the bathrooms to a reasonable standard. The Town staff is typically **not** available during these events; thus, the primary responsibility lies with Concessionaire or event-organizers. Cleaning supplies will be provided by the Town.

## **7. COMPLIANCE WITH LAWS, PERMITS & HEALTH REQUIREMENTS**

7.1 Concessionaire shall comply with all federal, state, and local laws, ordinances, codes, and regulations applicable to operations, food service, health inspection, fire safety, labor/employment, and environmental matters.

7.2 Since Tiger Park is on property leased to the County and provided for school use (i.e. school grounds) all employees, volunteers, and/or contractors of Concessionaire working in the concession stand must comply with Tennessee Code Annotated § 49-5-413, which requires:

- That any person applying for or holding a position (or performing a service under contract) that has proximity to school children or access to school grounds when children are present must submit fingerprints and undergo a criminal history records check by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI).
- That this occurs before they begin work, and then at least every five (5) years thereafter.
- That Concessionaire shall provide evidence of compliance on demand by the Town.

7.3 Concessionaire must maintain all required permits and licenses (health department, business license, food handler permits, etc.) and pay all associated fees.

## **8. INSURANCE, INDEMNITY & LIABILITY**

8.1 Insurance: Concessionaire shall procure and maintain and provide documentation of the following policies of insurance, at its sole expense, during the term of this Agreement and shall have the Town of Jonesborough, Tennessee listed as an additional insured on each policy:

- General liability insurance (including liquor liability if applicable, product liability if selling prepared food) with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate, with the Town named as additional insured.
- Workers' compensation insurance as required by Tennessee law.
- Any other insurance required by local or state law or by Town policy.

8.2 Indemnity: Concessionaire shall defend, indemnify, and hold harmless the Town, its elected officials, officers, employees, volunteers, and agents from and against all claims, damages, liabilities, costs, fees, or expenses arising out of or in connection with Concessionaire's negligence, willful misconduct, breach of this Agreement, or non-compliance with laws or regulations.

## 9. FINANCIAL TERMS / PAYMENTS / REPORTS

9.1 Fees / Revenue Share: The manner in which Concessionaire pays the Town may be one or more of:

- Fixed rent / fee per event or per season; or
- A percentage of gross or net sales; or
- Combination of fixed fee plus percentage share.

Specify here: \_\_\_\_\_ % of gross sales / net sales / fixed fee of \$ \_\_\_\_\_ per event / season.

9.2 Reporting: Concessionaire shall keep accurate books and records of all sales, expenses, and operations relevant to the concession business, and shall provide the Town with periodic sales within one day after each event, using forms approved by the Town.

### 9A. PAYMENT SYSTEM, RECONCILIATION, AND REPORTING

9A.1 Point of Sale System (Clover): The Town has established the Clover system as the sole point of sale (POS) system for all concession stand operations. Concessionaire shall use the Clover system for all transactions, including both cash and card payments. All sales activity must be entered and reconciled in the Clover system daily.

9A.2 Inventory Tracking: The Town shall enter and maintain accurate inventory in the Clover system to allow for tracking of products sold. Inventory shall be updated regularly and reconciled against sales activity.

9A.3 Training: The Town shall provide reasonable training to the Concessionaire and its employees in the use of the Clover system. Concessionaire is responsible for ensuring its staff adheres to training and operates the system correctly.

9A.4 Daily Reporting and Deposits: At the close of each operating day, Concessionaire shall complete the required Town-provided forms reflecting sales, deposits, and reconciliations. Cash receipts shall be secured in a designated area (to be determined by the Town) for pick-up by Town staff the following business day.

9A.5 Starting Cash: Concessionaire shall be responsible for providing and maintaining starting cash for registers and for ensuring proper change-making ability during operations.

9A.6 Profit Share and Payouts: Checks reflecting the Concessionaire's share of profits, if any, will be issued by the Town within ten (10) business days of receipt of accurate and complete paperwork as required by the Town. Failure to complete paperwork correctly may delay payment processing.

## **10. PERFORMANCE STANDARDS AND DEFAULTS**

10.1 Concessionaire shall maintain a high standard of service, cleanliness, food safety, customer service, and overall operations.

10.2 The Town may inspect the facility at any time to ensure compliance.

10.3 Defaults: The following constitute material breach of this Agreement:

- Failure to comply with exclusive supply obligations (Coke, US Foods).
- Failure to maintain cleanliness, sanitary conditions, proper trash disposal.
- Failure to comply with background check law T.C.A. § 49-5-413.
- Failure to keep accurate financial records or to make payments when due.
- Significant damage from Concessionaire's misuse or negligence.

10.4 Remedies for Default: Upon material breach, the Town may:

- Withhold payouts / revenue sharing until breach is remedied.
- Impose cleaning or repair fees.
- Require reimbursement for damages.
- Terminate this Agreement after notice and opportunity to cure (e.g. 30 days), unless breach is not curable.

## **11. TERMINATION**

11.1 By Mutual Consent: The Parties may terminate this Agreement at any time by written mutual agreement.

11.2 For Cause: Either party may terminate for cause if the other materially breaches this Agreement and fails to remedy within 7 days after receipt of written notice.

11.3 Without Cause: The Town may terminate this Agreement without cause upon 7 days' written notice, but in such case shall pay any outstanding payments due to Concessionaire, minus reasonable costs incurred for any cleanup or repair required.

## **12. OTHER GENERAL PROVISIONS**

12.1 Assignment: Concessionaire may not assign or transfer this Agreement or its rights hereunder without prior written consent of the Town.

12.2 Independent Contractor: The Concessionaire is an independent contractor. Nothing in this Agreement creates the relationship of employer/employee between Town and Concessionaire or its employees.

12.3 Notices: All notices to be given under this Agreement shall be in writing and delivered to the Parties at their addresses listed below (or as otherwise designated in writing).

12.4 Severability: If any provision of this Agreement is held invalid or unenforceable, that provision shall be severed, and the remainder of the Agreement shall remain in full force.

12.5 Governing Law: This Agreement shall be governed by and construed under the laws of the State of Tennessee.

12.6 Entire Agreement: This Agreement constitutes the entire understanding and agreement between Parties concerning its subject matter, and supersedes all prior or contemporaneous agreements, representations, or understandings.

IN WITNESS WHEREOF, the Parties have executed this Concession Stand Agreement as of the date first written above:

**CONCESSIONAIRE**

**LESSOR**

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

\_\_\_\_\_

Name: \_\_\_\_\_

KELLY WOLFE, MAYOR

Title: \_\_\_\_\_

\_\_\_\_\_

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

Date

\_\_\_\_\_

\_\_\_\_\_

JANET JENNINGS, RECORDER

Date

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

\_\_\_\_\_

JAMES R. WHEELER, TOWN ATTORNEY

Date

**Exhibit A** – Inventory of Town-provided Equipment

(Will be added after project is complete)

19. Approve Jonesborough Little League Concessions Agreement – The only change in the 2026 agreement is the beverage agreement. The Town has an exclusive sponsorship agreement with Coke; therefore, all beverages sold by the Little League in the concession stand must be Coke products.

**TOWN OF JONESBOROUGH**  
**DEPARTMENT OF PARKS AND RECREATION**  
**2026 CONCESSION AGREEMENT**

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

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

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

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

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

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

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

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

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

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

**BEVERAGE AGREEMENT.** The Town has an exclusive drink sponsorship agreement with Coca-Cola. Concessionaire must use Coca-Cola products (including water) as the sole provider of bottled / canned / fountain drinks and must order exclusively through the designated Coke representative as specified by the Town.

**DISPOSAL OF GARBAGE AND REFUSE.** The Concessionaire shall not allow garbage or other refuse to accumulate or to gather in or about any of the buildings or structures occupied by the Concessionaire except in suitable covered garbage receptacles. The Parks and Recreation Department

will be responsible for the removal of rubbish, trash, and garbage provided that the Concessionaire accumulates such trash at given points and at given times under the direction of the Town.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LIABILITY OF THE TOWN.** The Town, to the extent permitted by State Law, will be saved and held harmless by the Concessionaire from damage of any kind, make and description which may arise as a result of making this contract and the operation of the concessions by the Lessee. The Town shall not be liable for any damage to persons or properties in the space leased exclusively to the Concessionaire. The Concessionaire only is responsible for the equipment within the concession stand and that the Town shall not be liable for any damage thereto or loss or theft thereof.

#### **INSURANCE, INDEMNITY & LIABILITY**

***Insurance:*** Concessionaire shall procure and maintain and provide documentation of the following policies of insurance, at its sole expense, during the term of this Agreement and shall have the Town of Jonesborough, Tennessee listed as an additional insured on each policy:

- General liability insurance (including liquor liability if applicable, product liability if selling prepared food) with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate, with the Town named as additional insured.
- Workers' compensation insurance as required by Tennessee law.

- Any other insurance required by local or state law or by Town policy.

**Indemnity:** Concessionaire shall defend, indemnify, and hold harmless the Town, its elected officials, officers, employees, volunteers, and agents from and against all claims, damages, liabilities, costs, fees, or expenses arising out of or in connection with Concessionaire’s negligence, willful misconduct, breach of this Agreement, or non-compliance with laws or regulations.

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

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

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

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

**TERM OF CONTRACT.** Term of this lease is for the 2026 season and will run from March 16, 2026, through June 30, 2026. This agreement may be renewed by the Jonesborough Parks and Recreation Advisory Board with the consent of the Town of Jonesborough.

Executed on this day of 16<sup>th</sup> day of March 2026.

LESSEE

LESSOR

\_\_\_\_\_  
CONCESSIONAIRE

\_\_\_\_\_  
Kelly Wolfe, MAYOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
JANET JENNINGS, RECORDER

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

The next item on the agenda was the approval of the Financial Report and Special Financial Reports. Finance Director, Janet Jennings, stated the Town's financial health of the Town is in good shape. Property taxes season commenced on February 28, 2026. She stated that Delinquent 2024 taxes will be filed with the Chancery of Court on April 1, 2026. Property tax collections sales tax collections continue to be healthy. There has been a lot of budget preparations happening and there will be a BMA Work Session scheduled for March 30 to review the progress of the budget. Mayor Wolfe stated that the 7.7% sales tax revenue is great. With no other questions Alderman Countermine made a motion to accept the financial report as presented. Alderman Jenkins seconded the motion. The motion was duly passed.

Communications from the Mayor was the next item on the agenda. Mayor Wolfe stated that our community has been very busy and it appears it will continue to increase in popularity. The St. Paddy's Day event and parade brought in a record number of over 10,000 visitors. We have been working on a second camera location for live stream. Our current camera is a favorite of local news stations to use. We hope that providing a second camera view it will become just as popular. Mayor Wolfe congratulated the ETSU Men's basketball team for making it to the SO-CON championship game and Coach Savage was named SO-CON's coach of the year as well as the Women's Basketball Coach. April 9<sup>th</sup> will be the Chamber's State of the City-County-Town forum held at Grace Meadows. Tiger Way has been blocked to allow the underground portion of the traffic light could be completed. We anticipate the traffic signals will be completed by the end of April. Trail Blazer Coffee is building next to Wendy's. The Street Department has been busy patching potholes. We will work with the County Highway Department to get a permanent solution for many of the potholes. Mayor Wolfe thanked Tom Kreiger for his longtime service on the Employee of the Month committee. Mr. Kreiger is stepping down from the committee and will be replaced with Robin Harpe. The McKinney Center held a very successful play honoring America's 250<sup>th</sup> and the role Jonesborough has played in it. The First & Last Town in Tennessee was written by Anne G'Fellers-Mason and featured in the New York Times. We are all very proud of Anne and the rest of the cast. Multiple events at Jackson Theatre have sold out recently, including the Dueling Pianos and Trey Hensley.

Recently the vacant house in front of the substation on East Main was torn down. Brightridge made the decision to tear down the dilapidated house. After the house was removed it is obvious that there needs to be some buffering added to the front of the lot. Mayor Wolfe requested that a motion be made to consider asking Brightridge to provide buffering around the substation on East Main to the agenda. Alderman Jenkins made the motion, seconded by Alderman Countermine. The motion duly passed. Mayor Wolfe called for a motion for the Town to enter into discussions with Brightridge regarding the East Main Street substation and provide buffering in conjunction with the Town to provide protection for the residents. Alderman Dickson made the motion. Alderman Countermine seconded the motion. The motion duly passed.

The next item under Communications from the Mayor was a Proclamation honoring Ruth Verhegge, outgoing Flag Committee Chairman, for the work she has done on the Flag Committee. After 9/11 Ms. Verhegge was instrumental in establishing the Flag Committee. She initiated the flags being displayed on Historic Main Street. Ruth was presented with a Tennessee state flag that was flown over the capital, a framed certificate signed by Governor Lee and a framed proclamation.

**A PROCLAMATION HONORING  
RUTH VERHEGGE  
FOUNDER AND LEADER OF THE JONESBOROUGH  
FLAG COMMITTEE**

- WHEREAS,** the Town of Jonesborough, Tennessee, values its patriotism, rich history, and heritage; and
- WHEREAS,** the proper display of the American flag has served as a unifying symbol of identity, history, and civic spirit for residents and visitors alike; and
- WHEREAS,** Ruth Verhegge demonstrated exceptional grit, vision, dedication, and leadership in founding and organizing the Jonesborough Flag Committee; and
- WHEREAS,** under her leadership, the Committee worked diligently to secure donations, develop the concept of dedication plaques, design appropriate display apparatus, and promote the program to the point that flag-related expenses became budget-neutral for the Town; and
- WHEREAS,** Ruth Verhegge's commitment of time, energy, and leadership exemplifies outstanding civic service and a deep love for both the United States of America, and the Town of Jonesborough; and
- WHEREAS,** her efforts have left us a unique and pride-filled legacy that will serve as a symbol of unity and pride for citizens and visitors to Jonesborough for years to come; and

**NOW THEREFORE I,** Kelly Wolfe, Mayor of the Town of Jonesborough, Tennessee, do hereby proclaim March 16, 2026, as "Ruth Verhegge Day" in recognition of her founding leadership of the Jonesborough Flag Committee and her distinguished service to our community.



**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the Town of Jonesborough, Tennessee, to be affixed this 16<sup>th</sup> day of March 2026.

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

ATTEST:

  
\_\_\_\_\_  
JANET JENNINGS, RECORDER

The next item under Communications from the Mayor was Employee of the Month. Mayor Wolfe asked James Walden to come up to accept the Employee of the Month Award. Mayor Wolfe read the following: *James has been with the Town since January 2014 and is known by many for the countless projects he completes with skill, consistency, and pride. He has repeatedly demonstrated that he is a true asset to the Street Department, always stepping up and taking on any task without hesitation. In recent months, James has taken the*

*lead on nearly every aspect of the new Street Department building. He guided the team through framing the interior walls, building the stairs, and creating the second-floor storage area. He even completed the building's plumbing. While the entire crew contributed to the project, James was the one who tackled many of the challenges and found the solutions needed to keep things moving. During the recent winter storm, James worked longer hours than most to ensure the roads assigned to him were cleared and safe for residents. James brings a wealth of knowledge to his work, and it's clear that when he speaks, others listen. His leadership, expertise, and work ethic make a meaningful difference every day.*

The next item on the agenda was Citizen Comments. Jeanette Gaines, 312 West Main Street, shared concerns about handicap parking during street closures. Ms. Gaines stated that accessibility to JRT, Jackson's Prime and other downtown businesses has become difficult for handicapped patrons. Ms. Gaines met with Mr. Rosenoff in January to discuss options and share potential solutions.

Alderman Communications was the next item on the agenda. Mayor Wolfe asked the Aldermen if they had any comments. Alderman Causey asked for everyone to keep Donna Freeman in their prayers as she is out with pneumonia.

Town Attorney Comments was the next item on the agenda. Mr. Wheeler stated that a settlement was reached with the Mitchells for a payout to cover damage caused by a water leak. The damage was not covered by insurance due to the nature of the leak. Mitchell's have agreed to settle for \$15,000.00. Mr. Wheeler asked that the item be added to the agenda. Alderman Countermine made a motion to add the settlement with the Mitchells to the agenda. Alderman Jenkins seconded the motion. The motion duly passed. The settlement will be up to \$15,000.00 and cover driveway repairs and a complete release for the Town. With no other questions Mayor Wolfe called for a motion. Alderman Jenkins made a motion to approve the settlement with the Mitchells up to \$15,000.00 in exchange for a complete release. Alderman Causey seconded the motion. The motion duly passed.

The were no Old Business items discussed.

The first item under New Business was discussion and possible action concerning a Resolution authorizing the submission of an application for Local Parks and Recreation Fund (LPRF) grant program for Persimmon Ridge Park Improvements. The Town proposes a comprehensive series of upgrades to the ballfields and associated amenities at Persimmon Ridge Park, a heavily used community recreation facility serving residents and visitors of Jonesborough and Washington County. The proposed improvements are intended to modernize aging infrastructure, address ongoing drainage and accessibility issues, and enhance safety, functionality, and ADA compliance throughout the park.

The project proposal includes stormwater drainage improvements designed to divert water around the ballfields, reducing flooding, improving field conditions, and extending the usable life of the facilities. These improvements will help protect both the playing surface and surrounding park infrastructure. Existing Park structures, including the storage building, concession stand and restroom building and press boxes will be demolished and all waste hauled off-site. These facilities are outdated, do not meet current ADA standards, and would require significant investment to retrofit. The Town has determined it will be more cost-effective to replace these structures with a single, consolidated facility that houses ADA-compliant restrooms, a concession stand, storage space, and press/score booth functions.

The new building will improve operational efficiency while providing accessible, modern amenities for park users.

Planned ballfield improvements also include upgrades to three existing dugouts, enhancing durability and player safety and upgrading to meet ADA standards. Additionally, the project will construct a knee wall around the backstop and replace fencing from first base to third base to provide increased protection for spectators and other park users.

To further improve accessibility and safety, the project includes paving the existing parking lot to provide designated ADA-accessible parking spaces and paving of ADA-compliant pedestrian access connecting parking areas to the ballfields and supporting amenities. These improvements will ensure safe, accessible circulation throughout the ballfield complex for users of all abilities.

Collectively, these improvements will modernize Persimmon Ridge Park's ballfield complex, resolve longstanding drainage and ADA deficiencies, and enhance the overall safety, functionality, and longevity of one of the Town's primary recreational assets. Alderman Countermine made a motion to approve the Resolution authorizing the submission of an application for the Local Parks and Recreation Fund (LPRF) grant program for Persimmon Ridge Park improvements as presented. Alderman Jenkins seconded the motion. The motion duly passed.

**RESOLUTION NO. 2026-09**

**A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE 2026 PUBLIC PARKS AND RECREATION GRANT FUNDS**

WHEREAS, the Town of Jonesborough supports the need for continued recreational activities within Jonesborough; and

WHEREAS, the Tennessee Department of Environment and Conservation's Office of Outdoor Recreation is accepting applications for the 2026 Public Parks and Recreation Grant Cycle.

WHEREAS, the Town of Jonesborough will apply for 2026 Local Parks and Recreation funds for the purpose of making improvements within the existing park system; and

WHEREAS, the Town of Jonesborough will provide the required match of fifty percent of the total project cost as identified in the grant application; and

WHEREAS, the Town of Jonesborough will accept financial responsibility of any cost overruns needed to complete the project as proposed and in compliance with grant requirements; and

WHEREAS, the Town will register the Notice of Limitation of Use against the Warranty Deed for the Park if the proposed project is funded; and

WHEREAS, the project will meet all Federal, State, and Local regulations including but not limited to the Americans with Disabilities Act; and

WHEREAS, the project will be completed within three (3) years of the project contract start date; and

WHEREAS, Mayor Kelly Wolfe, as the Chief Elected Official, is authorized and is hereby instructed to sign all papers in connection with said resolution.

NOW BE IT RESOLVED by the Town of Jonesborough Board of Mayor and Aldermen on this 16<sup>th</sup> day of March 2026.

TOWN OF JONESBOROUGH

  
\_\_\_\_\_  
Kelly Wolfe, Mayor

ATTEST:  
  
\_\_\_\_\_  
Janet Jennings, Town Recorder

The next item on the agenda was discussion and possible action concerning approval on the Fiscal Year 2025-26 Audit Contract with Blackburn, Childers and Steagall, PLC. State law requires local governments to undergo an annual financial audit performed in accordance with generally accepted government auditing standards. Audits must also meet the minimum standards prescribed by the comptroller of the treasury. Blackburn, Childers and Steagall, PLC has served the Town and the State in a very professional and capable manner in conducting the Town's annual audit in the past.

The audit contract for the fiscal year ending June 30, 2026, is proposed to not exceed \$52,900, an increase of \$1,970. Fees for the additional services required by the state include the following (\$800 collective increase from the prior year):

- \$1,500 – additional TCRS pension plan census data testing
- \$3,000 – Comptroller's office general ledger crosswalk
- \$5,000 – Single audit (only if required – Federal awards of \$1 million or more)

This audit firm is highly respected by the State Division of Local Government Audit and has a long history of providing high quality audit services. They work well with Town staff and the aforementioned small fee increases are minimal and very reasonable. Town management recommends that the Town engage Blackburn, Childers and Steagall PLC to conduct the Fiscal Year 2025-26 annual audit. Alderman Dickson made a motion, seconded by Alderman Countermine to approve the Fiscal Year 2025-26 Audit Contract with Blackburn, Childers and Steagall, PLC as presented. The motion duly passed.



February 16, 2026

To Mayor, Board of Alderman  
Mr. Glenn Rosenoff, Town Administrator  
Ms. Janet Jennings, CPA, Town Recorder/Finance Director  
Town of Jonesborough  
123 Boone Street  
Jonesborough, TN 37659

We are pleased to confirm our understanding of the services we are to provide the Town of Jonesborough, Tennessee (the Town) for the year ended June 30, 2026.

#### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related disclosures, which collectively comprise the basic financial statements, of the Town as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis, Pension Schedules, and Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1) Supplemental Section

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Other Supplemental Information Section and
- 2) Introductory Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit standards require we communicate significant risks identified in the planning phase and that we design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, we have identified revenue and other inflows and management override of internal controls as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the Compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, notes, schedule of expenditures of federal and state awards, and related notes and updating depreciation report of the Town and data collection form in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes and depreciation report update, and data collection form services previously described. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules and the provisions of contracts and grant agreements (including award agreements). Your responsibility also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information.

You are responsible for making all drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months, if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards.

You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, notes, schedule of expenditures of federal and state awards, and related notes, depreciation reports, data collection form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, notes, schedule of expenditures of federal and state awards, and related notes, depreciation reports, data collection form and that you have reviewed and approved the financial statements, notes, schedule of expenditures of federal and state awards, and related notes, data collection form, and depreciation reports prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Blackburn, Childers & Steagall, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.  
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If requested, access to such audit documentation will be provided under the supervision of Blackburn, Childers & Steagall, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in October 2026 and to issue our reports no later than December 31, 2026. This date is dependent upon timely receipt of audit requested items, no unforeseen circumstances regarding the conditions of our records and receipt of Management's Discussion by December 15, 2026. Kevin R. Peters, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$52,900. Our fee for the additional testing of census data for the pension plan with TCRS will be \$1,500. Our fee for the State of Tennessee Comptroller's office general ledger account crosswalk will be \$3,000.

If the Single Audit and Uniform Guidance requirements apply to the Town, our additional fee will be \$5,000 for the Single Audit. Any additional services, such as technical consulting services including such matters as assistance with accounting standards, including new GASB standards, will be billed separately at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees may be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement.

In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

To ensure that Blackburn, Childers & Steagall, PLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2024 peer review report accompanies this letter.

As an attest client, Blackburn, Childers and Steagall cannot retain your documents on your behalf. This is in accordance with ET 1.295.143 of the AICPA *Code of Professional Conduct*. The Town is responsible for maintaining its own data and records. I-channel and Suralink (referred to as portals) are used solely to transmit data and are not intended to store the Town's information. The Town is responsible for downloading any deliverables and other records from these portals that it wishes to retain for its own records at the completion of the engagement. Upon completion of the engagement, data and other content will either be removed from the portals or become unavailable to the Town within one year.

### Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board of the Town. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

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The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

We appreciate the opportunity to be of service to the Town of Jonesborough, Tennessee and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BLACKBURN, CHILDERS & STEAGALL, PLC

  
Kevin R. Peters, CPA  
Member of the Firm

### RESPONSE:

This letter correctly sets forth the understanding of the Town of Jonesborough, Tennessee.

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

Title: \_\_\_\_\_

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

The next item on the agenda was discussion and possible action concerning an Ordinance regarding the Franchise Agreement between the Town of Jonesborough and Atmos Energy for a one (1) year period on First Reading. For decades, the Town of Jonesborough has had a Franchise Agreement with Atmos Energy, with the current one being approved in 2006 for a period of 20 years. The agreement by ordinance was passed by the BMA on second reading April 10, 2006. Atmos has provided us with a draft agreement stating a period of 10 years and can be extended for 2 successive periods of 5 years (or a total of 10 additional years).

It is not uncommon to have a fee associated with the franchise agreements. For example, the City of Johnson City has a franchise fee as part of their agreement with Atmos with a 5% fee on annual gross revenue of natural gas sales made, billed and collected by Atmos on all classes of customers within the city limits of Johnson City. In our exploration of different revenue sources to help mitigate increases in inflation and property taxes, studying the inclusion of a fee with the agreement would be reasonable. Therefore, the draft ordinance was revised to a one-year franchise agreement to give staff time to study a reasonable franchise fee. Atmos Energy uses city-owned streets, alleys, and easements to install and operate gas pipelines. Multiple local governments explicitly require Atmos to pay a fee for the use of public rights-of-way.

Franchise fees are a predictable revenue stream that help fund road repair, public safety, and administrative oversight.

In short, adding a franchise fee ensures Atmos Energy contributes its fair share for using public property, supports essential town services, and brings our agreement up to modern standards—just like multiple other cities have done in recent years.

The recommendation is to approve the ordinance for a one (1) year period to give staff time to study the inclusion of a franchise fee, and time to negotiate a fee with Atmos Energy. Town Attorney Jim Wheeler will be part of discussions/negotiations as there will likely be a need for an additional ordinance and/or amendment, resolution, etc., and approval by the Tennessee Regulatory Authority (TRA). The TCA section on franchises is:

***Tennessee Code Annotated 65-4-107. Approval of privilege or franchise.***

***(a) No privilege or franchise hereafter granted to any public utility by the state or by any political subdivision of the state shall be valid until approved by the commission, such approval to be given when, after hearing, the commission determines that such privilege or franchise is necessary and proper for the public convenience and properly conserves the public interest, and the commission shall have power, if it so approves, to impose such conditions as to construction, equipment, maintenance, service or operation as the public convenience and interest may reasonably require; provided, however, that nothing contained in this chapter shall be construed as applying to the laying of sidings, sidetracks, or switchouts, by any public utility, and it shall not be necessary for any such public utility to obtain a certificate of convenience from the commission for such purpose.***

***(b) All terms, conditions, obligations, and rights of a privilege or franchise approved by the commission for the provision of natural gas service shall remain in effect until approval of a subsequent privilege or franchise by the commission.***

Town Administrator Glenn Rosenoff has notified Atmos of our intent to extend for one year to give us time to study the inclusion of a franchise fee and negotiate. Alderman Dicson stated that Atmos has been a friend to communities, often investing in literacy efforts at schools and hopes those partnerships continue. Mayor Wolfe asked if there were any other comments or questions. There being none he called for a motion. Alderman Dickson made a motion, seconded by Alderman Jenkins to approve the Ordinance regarding the Franchise Agreement between the Town of Jonesborough and Atmos Energy for only a one (1) year period on First Reading. The motion duly passed.

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

**AN ORDINANCE GRANTING A FRANCHISE TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PERIOD OF ~~TEN YEARS~~ ONE YEAR TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS PLANT OR PLANTS FOR THE MANUFACTURING AND PROCESSING OF ANY AND ALL KINDS OF GAS AND FOR THE DISTRIBUTION OF NATURAL GAS AND FOR THE INSTALLATION AND MAINTENANCE OF MAINS, PIPES, PIPELINES, DISTRIBUTION LINES, AND OTHER EQUIPMENT NECESSARY OR INCIDENTAL TO DISTRIBUTION OF SAID GAS UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC GROUNDS OF THE TOWN OF JONESBOROUGH, WASHINGTON COUNTY, TENNESSEE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF JONESBOROUGH, WASHINGTON COUNTY, TENNESSEE AS FOLLOWS:**

**SECTION 1.**

**DEFINITIONS:**

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) “Agency” refers to and is the Tennessee Public Utility Commission, the state utility regulatory agency, having jurisdiction over the rates, services and operations of Grantee within the State of Tennessee or other administrative or regulatory authority succeeding to the regulatory powers of the Agency.
- (B) “Board of Aldermen” or “Board” refers to and is the governing body of the Jonesborough, Tennessee.
- (C) “Force Majeure” shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, pandemics, endemics, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.
- (D) “Franchise” shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.
- (E) “Grantee” shall mean Atmos Energy Corporation.
- (F) “Grantor” shall mean Town of Jonesborough, Tennessee.
- (G) “Public Right-of-Way” shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or

trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.

(H) "System" is the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

(I) "Town" refers to and is the Town of Jonesborough, Washington County, Tennessee, and includes to territory as currently is or may in the future be included within the boundaries of the Town of Jonesborough.

## SECTION 2.

### GRANT OF FRANCHISE:

(A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.

(B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, it is agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

## SECTION 3.

### TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

(A) The term of this Franchise shall be for a term of ~~ten (10) years~~ **one (1) year**. The franchise and all rights and privileges herein provided shall be extended for two (2) successive periods of ~~five (5) years~~ **one (1) year** each unless the Grantor by notice given to the Grantee and by Ordinance duly enacted and approved at least six (6) months before the end of such term of ~~ten (10) years~~ **one (1) year**, or before the end of the first extended term of ~~five (5) years~~ **one (1) year**, as the case may be, shall declare such termination effective.

(B) The franchise created hereby shall become effective upon its final passage and approval by the Town, in accordance with applicable laws and regulations, upon approval by the Agency, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of Ordinance No. 2006-02 are superseded by the terms and conditions hereof.

(D) On the expiration of this franchise, in the event the same is not renewed, or on the

termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the Town become the property of the Town, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the Town and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the Town does not exercise the option hereunder, then Grantee may exercise its rights under Section 10(B).

#### **SECTION 4.**

##### **GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:**

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

#### **SECTION 5.**

##### **OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:**

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage, and will endeavor to make such repairs as quickly as is practicable. In the event the Grantee shall fail to restore Public Right-of-Way to its former state as nearly as possible, the Grantor may itself, after giving the Company reasonable notice, make restoration and charge the costs thereof to the Grantee.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

#### **SECTION 6.**

##### **DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:**

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements when such sidewalk improvements are not adjacent

to the Public Right-of-Way; or (iii) the work being done by the Grantor is for the primary purpose of beautification or to accommodate a private party.

**(B)** Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

## **SECTION 7.**

### **SERVICE TO NEW AREAS.**

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area.

## **SECTION 8.**

### **BREACH OF FRANCHISE; REMEDIES:**

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

**(A)** Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

**(B)** Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

**(C)** The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

## **SECTION 9.**

### **ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS**

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee’s or its employees’ failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the Town’s option under Section 3 (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.

(C) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

**SECTION 10.** This Ordinance shall be submitted to the Tennessee Public Utility Commission pursuant to Tenn. Code Ann. Section 65-4-107 for approval and shall take effect from the day and date of its passage, but only after it has been accepted in all its terms and revisions by the Company, in writing, within sixty days after its passage; otherwise, the same shall be null and void and of no effect.

**SECTION 11.** That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the Jonesborough, Washington County, Tennessee, requiring it.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the \_\_\_ day of \_\_\_\_\_, 2026.

**JONESBOROUGH, TENNESSEE**

By: \_\_\_\_\_  
**Kelly Wolfe, Mayor**

**ATTEST:**

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

**ATMOS ENERGY CORPORATION**

BY: \_\_\_\_\_  
**J. Kevin Dobbs, President**  
**Kentucky/Mid-States Division**

The next item on the agenda was discussion and possible action concerning an Ordinance to amend the Jonesborough Municipal Code Title 11, Chapter 5 regarding Data Processing Centers and Cryptocurrency Mining on First Reading. On October 13, 2025, the BMA adopted an Ordinance imposing a temporary moratorium on the establishment of “Data Processing Centers” for a period of 2 years within Jonesborough’s corporate limits.

Data Processing Centers are also more commonly referred to as cryptocurrency operations. The 2-year moratorium was presented in the best interests of the health, welfare, and safety of the Town and its residents.

Since that time, a draft ordinance on Data Centers and Cryptocurrency Mining has been prepared for adoption. The proposed ordinance amends the Jonesborough Municipal Code Title 11 (Planning and Zoning), Chapter 5 (General Provisions Relating to Zoning):

- Defines Data Center and Cryptocurrency Mining
- Adds parking standards for those uses
- Provides that the applicant must submit an application outlining regulations
- Important criteria include Yard, Location, and Separation Distances; Noise Performance Standards; Water Usage and Wastewater Sustainability; Electrical Demand and Grid Impact; and Annual Reporting
- The application must be approved by the Board of Mayor and Aldermen

The purpose of regulating data centers is because they are high-impact, infrastructure-intensive facilities that can significantly affect land use, utilities, and neighborhoods. Data centers operate 24/7 and often include large cooling systems and rooftop mechanical equipment; and backup generators (with periodic testing). Additionally, they can create noise impacts, can strain water supply and wastewater operations, and may require new substations or trigger transmission upgrades (or both). The proposal safeguards potential impacts from data centers regarding noise, water and wastewater, power, and creates predictable standards for developers.

There was discussion amongst the Aldermen regarding the importance of establishing guidelines concerning Data Center and Cryptocurrency Mines and promoting the health and safety of our Town. Data centers are often located near substations. There are two substations in town, both in residential areas. The proposed ordinance does not allow for data centers or cryptocurrency mines in residential zones, only in M-2 zones with distance requirements to residences and noise level limitations. The proposed ordinance states the maximum decibel level is 55 dBA between the hours of 7:00 am and 10:00 pm with the level being reduced to 45 dBA between 10:00 pm and 7:00 am. A 55 dBA level is equivalent to a clothes dryer.

Alderman Countermine made a motion, seconded by Alderman Jenknis, to approve the Ordinance to amend the Jonesborough Municipal Code Title 11, Chapter 5 regarding Data Processing Centers and Cryptocurrency Mining on First Reading. The motion duly passed.

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

**AN ORDINANCE AMENDING THE MUNICIPAL CODE TITLE 11, CHAPTER 5, TOWN OF JONESBOROUGH, TENNESSEE, REGARDING DATA PROCESSING CENTERS AND CRYPTOCURRENCY MINING**

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

SECTION I. That Section 11-503 of the Municipal Code, Town of Jonesborough, Tennessee by adding the following text:

Sec. 11-503. – Definitions:

**Cryptocurrency Mining** means the process by which cryptocurrency transactions are verified and added to the public ledger, known as the block chain, and also the means through which new units of crypto are released, through the use of data centers. This definition does not include use of not more than five computers from which *cryptocurrency* is mined in an enclosed structure, provided the cryptocurrency is not mined for commercial purposes.

**Data Center** means a facility consisting of buildings or structures specifically designed or modified for storage, management, processing, and/or transmission of digital data. This includes *Cryptocurrency Mining*. Such facilities may include high-density computer and/or network equipment, systems, servers, appliances, air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations. Administrative areas and offices for the purpose of supporting the primary activity may be located within the buildings.

SECTION II. That Section 11-525 of the Municipal Code, Town of Jonesborough, Tennessee, is amended by adding subparagraph 6 to read as follows:

(6) Cryptocurrency Mining and Data Centers, provided that upon findings of fact all the following criteria are submitted and approved by the Board of Mayor and Aldermen:

Yard, Location, and Separation Distances

- A. There shall be a one hundred (100) foot green space buffer along the perimeter of the original tract, and no structures may be built in this perimeter.
- B. All digital data operations use shall be conducted in a completely enclosed building.
- C. No facilities shall be located within one thousand and five hundred (1,500) feet of any residential use or district. This includes any zoning district that permits single-family residences or dwellings. The measurement shall be made from the nearest property line or zoning line of the residential use or district, whichever is closer, to the nearest property line of the property that contains the data center use.

Noise Performance Standards

- A. The applicant shall demonstrate through a sound study conducted by a professional acoustic expert that the sound generated by a data center shall be limited to a maximum decibel level of 55 (dBA) between the hours of 7:00 am to 10:00 pm, and 45 (dBA) between the hours of 10:00 pm to 7:00 am, as measured from the property line of the use. Such sound study shall be conducted using generally accepted methodology. A sound study shall be conducted at the following phases:
  1. A preliminary study shall be conducted and supplied as part of this section. The preliminary sound study shall include recommended sound reducing materials or systems as needed to meet the required sound limit.
  2. An interim sound study shall be conducted during the building permit approval process based upon the proposed user or users of the data center uses depicted on the building plans. Any sound reducing materials or systems recommended by interim sound study shall be incorporated into the construction plans for the use.

3. An as-built sound study shall be conducted ninety (90) days after issuance of the certificate of occupancy. If it is determined by the as-built sound study that there is a violation of the aforesaid noise limits, it shall be considered a violation of this ordinance.
- B. The applicant shall provide a vibration study prepared by a qualified professional, i.e.: Professional Engineer (P.E) with Acoustic Specialization or Environmental Acoustical Engineer that demonstrates that no vibration from the data center or associated equipment will be perceptible to the human sense of feeling beyond the property line.

#### Water Usage and Wastewater Sustainability

- A. The projected daily, peak, and annual water usage.
- B. Water Impact Analysis stating the impact of such water usage on the effected residential, agricultural, emergency, and public water supplies.
- C. All conservation, reuse, recycling, or closed-loop system measures to be implemented.
- D. Drought response plan and other contingency planning.
- E. Phased usage caps during declared water emergencies.
- F. Proof that the usage will not materially impair, degrade, deplete, contaminate, or adversely affect the availability, quality, reliability, pressure, or reasonable and beneficial use of water for residential or public purposes.
- G. Cooling system description. including wastewater, blowdown, and discharge associated with cooling or operations.
- H. Chemical composition and thermal impacts of the wastewater, blowdown, and discharge.
- I. The compatibility of the facility's wastewater, blowdown, and discharge with the Jonesborough treatment systems.
- J. The potential effects of the proposed facility's wastewater, blowdown, and discharge on consumers of water downstream of the facility.
- K. Must present proof of proper permitting of any state and/or federal agency.

#### Electrical Demand and Grid Impact

- A. Total planned megawatt demand.
- B. Phasing schedule.
- C. Facilities exceeding 20 MW shall provide a Grid Impact Study prepared in coordination with the electric utility.
- D. Load management plan during grid emergency declarations.
- E. On-site substation screening plan.

#### Annual Reporting

Operator shall submit an annual report to the Board of Mayor and Aldermen documenting:

- A. Actual water consumption.
- B. Actual electrical consumption.
- C. Generator testing hours.
- D. Any violations associated with the Jonesborough water and wastewater systems, and electrical utility.
- E. Noise compliance certification.

SECTION III. That Section 11-507 of the Municipal Code, Town of Jonesborough, Tennessee is amended by amending subparagraph 6 to read as follows:

6a. Industry: One (1) space for each three (3) employees computed on the basis of the greatest number of persons employed at any period during day or night.

6b. Data Center: one parking space per 8,000 square feet of floor area designed and intended to be accessible regularly by employees, or one parking space for every one employee, based upon the maximum number of employees on site during the largest shift, whichever is less.

SECTION IV. That this ordinance shall take effect from and after the date of its passage, the public welfare of the Town of Jonesborough, Tennessee requiring it.

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

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

PASSED ON FIRST READING \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
JANET JENNINGS, RECORDER

APPROVED AS TO FORM

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
JANET JENNINGS, RECORDER

APPROVED AS TO FORM

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

The next item on the agenda was discussion and possible action concerning the Special Event Permit for the Annual Garden Tour and Tea (Garden Gala). The Shubert Club and the Tuesday Garden Club are sponsoring and submitting a Special Event Permit application to hold the annual event on Saturday, June 6, 2026, from 9:00 am to 4:00 pm. The request includes the use of the Jonesborough Visitor Center, the Visitor Center parking lot and grounds, the Town's sidewalk area in front of the Courthouse downtown, and the front plaza of the Storytelling Center. The parking spaces along the ISC Plaza need to be coned off early in the morning or late the night before giving vendors to set up in the Plaza a place to unload. The tables and chairs will need to be moved from the Plaza and then returned after the event, especially since Brews and Tunes starts on Sunday, June 7<sup>th</sup>. They estimate 400+ visitors to the event. The Annual Garden Tour and Tea is a quality event that brings numerous people to Jonesborough. Requests for support services include Communications and/or publicity and Refuse Collection. There is no street closings associated with this event. Public Safety will work directly with the sponsors on any safety features needed during the time of the event, whether through signage, safety cones, etc. The Hold Harmless Agreement and Proof of Insurance have been received. Alderman Dickson made a motion, seconded by Alderman Countermine, to approve as presented. The motion duly passed.

The next item on the agenda was discussion and possible action concerning the Special Event Application for the "WTA PCA Jonesborough Car Show and Cruise In" to be held on Saturday, July 18, 2026, from 8:00 am to 2:00 pm, including the requested street and parking closures. Event Chair Richard Lutz submitted the Special Event Application on behalf of the Sponsor Wilderness Trail Region of the Porsche Club of America. The purpose of the event is a low-key car show/cruise in of high end sportscars and experiencing the historic downtown. In addition, the event will have a charitable component to benefit the Jonesborough Repertory Theatre. The morning car show is to celebrate the 48<sup>th</sup> anniversary of the "Regions" founding. The application included the boundary of the event and where cars will be parked – along Main Street from Fox to First Avenue and around the courthouse. They are promoting downtown restaurants for both breakfast and lunch during the event. The request for services includes Police and Security, and Parking. The Hold Harmless Agreement and Proof of Insurance have been received. Alderman Jenkins made a motion, seconded by Alderman Countermine to approve the request as presented. The motion duly passed.

The final item on the agenda was Consent Agenda item 11 – Town Event Music on the Square 2026, which was pulled from the Consent Agenda for further discussion. Events Manager Isabel Hawley-Lopez submitted this year's request for Music on the Square concert series which occurs every Friday evening (May-September 2026) from 7:00 PM to 9:00 PM. There will be a food truck each Friday evening at the West Courthouse Square, next to Mauk's. In the past the Street Department placed cones around 2:00 PM to block off space for the truck to park, and Downtown courthouse staff have given approval to place those cones any time after 1:00 PM. The request includes the need for assistance from the Street Department, and Solid Waste to provide 5 additional trash cans each Friday evening to be left next to the courthouse for our town staff to place.

The submitted application requested for street closure on Main Street from Fox Street to Christopher Taylor Lane, with bollards on East and West Courthouse Square. In the past closure has occurred right after the 5:00 PM traffic rush and is typically wrapped up with the event end time of 9:00 PM. Alderman Causey requested to close the street at 2<sup>nd</sup> Avenue instead of Christopher Taylor. Police Chief Matt Rice stated that with 1<sup>st</sup> Avenue now being a one-way street there is no longer a way to move traffic out of town and if the closure is not at

2<sup>nd</sup> Avenue the next set of bollards is at the ISC building. Chief Rice recommends the closure be at 2<sup>nd</sup> Avenue for safety and security concerns. It would be very difficult to get traffic turned around or re-routed on Christopher Taylor. Town Administrator requested that the motion include directing staff to add additional temporary handicap parking spaces. Alderman Causey made a motion to approve the Town Event Music on the Square 2026 as with changing the street closure to 2<sup>nd</sup> Avenue and directed Town staff to add additional temporary handicap parking spaces. Alderman Jenkins seconded the motion. The motion duly passed.

Prior to adjourning the Board of Mayor and Alderman along with audience members wished Alderman Causey a happy birthday and sang her Happy Birthday.

Mayor Wolfe adjourned the meeting at 7:16 pm.

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JANET JENNINGS, RECORDER

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KELLY WOLFE, MAYOR