

**BOARD OF MAYOR AND ALDERMEN  
PUBLIC HEARING**

Jonesborough Town Hall – Board Room  
123 Boone Street, Jonesborough, TN  
**April 13, 2026 – 6:00 PM**

The Board of Mayor and Aldermen (BMA) met in a Public Hearing; there was one item on the public hearing agenda:

1. Ordinance granting a franchise to ATMOS Energy Corporation, its Successors and Assigns for a period of One (1) 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 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.

There were no public comments made. The Public Hearing was closed.

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JANET JENNINGS, RECORDER

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KELLY WOLFE, MAYOR

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

Jonesborough Town Hall – Board Room  
123 Boone Street, Jonesborough, TN  
**April 13, 2026 – 6:00 PM**

The Board of Mayor and Aldermen (BMA) resumed their recessed Regular Session on Monday, April 13, 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. Pauline Douglas 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 first item on the agenda was approval of the Financial Report, Special Financial Reports and Debt Report. Finance Director, Janet Jennings, stated the Town’s financial health of the Town is in good shape. She stated that Delinquent 2024 taxes have been filed with the Chancery of Court. Property tax collections sales tax collections continue to be healthy. With no other questions Alderman Countermine made a motion to accept the financial report as presented. Alderman Dickson seconded the motion. The motion was duly passed.

Communications from the Mayor was the next item on the agenda. Mayor Wolfe stated there have been conversations with Brightridge about buffering efforts where the small house in front of the substation was removed. There is a possibility that a park will be created in the area to act as a buffer as well as a nice addition to the forthcoming Frontier Trail system. Mayor Wolfe will continue to provide updates as the conversation and planning continues. Mayor Wolfe thanked Robin Harpe and Senior Center Director Mary Regen for their efforts in organizing the Jonesborough Ambassador Program. Prior to the meeting Mayor Wolfe met with the fifteen graduating members of the pilot Ambassador Program. Participants met Town leaders and staff over the past six weeks to learn about Town Departments, Committees and opportunities to be more engaged in the Town and community.

Mayor Wolfe asked that consideration of a mural for the back wall of the Board Chambers be added to the agenda. Alderman Jenkins made the motion, seconded by Alderman Causey. The motion duly passed. Mayor Wolfe has met with Tom Foster about creating a wrap of an Omar Hensley photo that will be added behind the Aldermen's seating. The photo is a panoramic view from Greens Hill looking downtown. Mayor Wolfe stated the project will be approximately \$2,600 and will be funded through private donations. Mayor Wolfe asked if there were any other questions, with there being none, Alderman Jenkins made a motion to approve a mural for the back wall of the board chambers with funding coming from private donations. The motion was seconded by Alderman Countermine. The motion duly passed.

The next item under Communications from the Mayor was Employee of the Month. Mayor Wolfe asked Pam Kruger to come up to accept the Employee of the Month Award. Mayor Wolfe read the following: *The April Town of Jonesborough Employee of the Month is Pam Kruger. Pam has been a hostess at the Senior Center since 2018. Pam is one of those people who greet the visitors and members with a warm and welcoming personality. She is known for checking on her evening members when they miss a few evening visits; she cares about people and it shows. Not only is Pam warm and welcoming, but she is also incredibly talented at creating forms, flyers and assists with office duties. Recently, Pam stepped outside her normal duties as hostess and designed note sheets and surveys for the Town of Jonesborough Ambassador Program pilot. She worked extremely hard creating detailed note pages for each of the six sessions: listing speakers and providing resources. She also made the participant notebooks. Now, let's talk about those surveys she created; the survey was clear and concise and gathered useful information from the participants in an easy, uniform manner. We are grateful for Pam's normal delivery of her job duties, always willing to help with a smile and a warm greeting but recently her attitude and stepping up to assist the Ambassador program shined the light on her willingness to always make the Senior Center and the Town of Jonesborough shine. Congrats to Pam Kruger, The Town of Jonesborough April Employee of the Month.*

Mayor Wolfe shared a video of recent happenings around Jonesborough which included Governor Lee's visit to Jonesborough in celebration of America's 250<sup>th</sup>, the new live-stream camera being installed on the corner of First Avenue and West Main, updates to the Town of Jonesborough website, the movie, Love in Storytown, selling out two viewings at the Jackson Theatre and condolences for the Pardue family with the passing of Joyce Pardue.

Citizen Comments was the next item on the agenda. Two citizens spoke:

Brandon Crussell of 233 New Hope Road addressed the BMA with concerns about the Data Center Ordinance that will be up for second and final reading at the May meeting. Mr. Crussell urged the BMA to make the ordinance more restrictive.

Allyson Wilkinson residing at 107 Sevier addressed the BMA with appreciation for the Consent Agenda item approving the DAR Immigrant Trail Marker Relocation. Ms. Wilkinson invited everyone to the dedication ceremony on April 25, 2026 at 2:00 PM.

Alderman Communications was the next item on the agenda. Mayor Wolfe asked the Aldermen if they had any comments. Alderman Countermine stated there were over 40 volunteers the participated in the litter pickup event sponsored by Keep Jonesborough Beautiful. Alderman Dickson attended the State of the City-County-Town event and noted that Mayor Wolfe did a great job speaking about the importance of getting involved.

Town Attorney Comments was the next item on the agenda. Mr. Wheeler stated the contract for the property on Dual Lane (Mauk) has a few modifications, such as naming rights to the property. Mr. Wheeler requested that a motion be made to add consideration of the Mauk heirs contract agreement to the agenda. Alderman Jenkins made that motion, seconded by Alderman Dickson. The motion duly passed. Attorney Wheeler called for a motion to approve the contract and authorize the Town Administrator to negotiate the language of paragraph 9.3.2 regarding lifetime naming rights. Alderman Countermine made the motion, seconded by Alderman Jenkins. The motion duly passed.

Attorney Wheeler stated that there needs to be an executive session at the end of the meeting to discuss pending matters. No action will be taken after executive session.

The next item was the Consent Agenda. Mayor Wolfe gave kudos to the Historic Zoning Commission for their tracking of non-compliant properties, kudos to Matt Gulley and the Visitors Center for having a record sales day of \$6,200 during the St. Paddy's Day celebration, thanked the Street Department employees for their hard work/sweat equity on the new Street Department building which is turning out great, and complemented Parks and Recreation Director for his comprehensive Wetlands Employee manuals and compensation plan. Mayor Wolfe asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda. There being none, Alderman Countermine made a motion to approve the Consent Agenda as presented. Alderman Causey seconded the motion. The motion duly passed.

1. Approval of Minutes – March 16, 2026 BMA Regular Meeting
2. Approve the following bills for payment:

**Check Register - General Fund - March 2026**

03/04/26	115801 - 115818	\$	1,495.00
03/05/26	115819 - 115951	\$	164,371.15
03/10/26	115952	\$	6,663.51
03/12/26	115953	\$	9,239.72
03/13/26	115954 - 116011	\$	165,553.37
03/13/26	116012 - 116018	\$	12,389.00
03/13/26	116019	\$	4,731.90
03/17/26	116020 - 116036	\$	56,358.03
03/19/26	116037 - 116061	\$	1,319.25
03/20/26	115594 - void	\$	(75.00)
03/23/26	116062 - 116118	\$	456,602.91
03/24/26	115854 - void	\$	(4,177.03)
03/27/26	116119 - 116129	\$	30,300.79
		<b>\$</b>	<b>904,772.60</b>

**Check Register- Water Fund March 2026**

03/05/26	70178 - 70217	\$	59,032.45
03/06/26	70218 - 70221	\$	(2,407.57)
03/06/26	70222 - 70225	\$	212,074.68
03/09/26	70226 - 70227	\$	1,133,623.25
03/10/26	70228	\$	6,944.33
03/11/26	70226 - void	\$	(166,571.70)
03/12/26	70229	\$	2,407.57
03/13/26	70230 - 70249	\$	75,422.01
03/13/26	70250	\$	5,829.23
03/17/26	70251 - 70286	\$	635,906.42
03/19/26	70287	\$	15,000.00
03/23/26	70288 - 70314	\$	190,062.97
03/27/26	70315 - 70317	\$	186,858.43
03/31/26	70276 - void	\$	(722.33)
		<b>\$</b>	<b>2,353,459.74</b>

**Check Register -Sanitation Fund - March 2026**

03/05/26	11021 - 11026	\$	1,811.61
03/12/26	11027	\$	36.06
03/13/26	11028 - 11030	\$	15,518.01
03/13/26	11031	\$	859.81
03/17/26	11032	\$	257.16
03/23/26	11033 - 11035	\$	4,527.22
		<b>\$</b>	<b>23,009.87</b>

3. Approve the following Town Administrator Report:

- *Worked extensively with Town Recorder Janet Jennings, Operations Manager Craig Ford, and Utility Manager Kevin Brobeck reviewing and compiling the Fiscal Year 27 budget. Budget documents were provided to BMA members in advance of the BMA Budget Work Session scheduled for Monday, March 30<sup>th</sup>.*
- *Participated in the BMA FY27 Budget Work Session held on March 30<sup>th</sup> at the International Storytelling Center. The work session went very well. Management worked very diligently to present a balanced budget in all funds, General, Solid Waste, and Utilities. A brief report on the Visitor's Center expansion needs, former Broyles Florist building and the Building Department's space needs, and future site of Fire Station 2 at Persimmon Ridge was provided during the work session.*

- *Attended a Tennessee Arts Commission FY 27 grant presentation virtual meeting with Jackson Theatre Director Amber Crumley and Administrative Assistant Brandi Miller. We submitted this grant a couple of months ago and this was the review board's opportunity to ask any questions about the application. We feel the question-and-answer session went very well and expect to be awarded the same grant amount as this year (FY26) of \$32,000.00 (we requested \$100,000.00).*
- *Shared the Data Center and Cryptocurrency ordinance with Planning Commission members. They will review the Ordinance at their April 21<sup>st</sup> meeting. A map was being developed to identify our M-2 zone(s), substations, and how using GIS to show 1,500-foot radius areas will be relevant if a potential data center was to look at Jonesborough. The map will be provided as part of the Planning Commission meeting and the BMA as part of second reading on the ordinance scheduled for May.*
- *Held monthly one-on-one meetings with Directors from each department, as well as holding the Town Administrator's Monthly Directors/Supervisors meeting.*
- *Met with Mayor Kelly Wolfe, Tourism Director Cameo Waters, and Digital Media Manager Mitchell Calvin to review the new website staging site. The updated website will be presented at the next scheduled BMA meeting in April.*
- *I Participated in a "Harmony" call with our Utilities Manager Kevin Brobeck and other utility staff to discuss ways to improve our communications to water customers regarding alerts, leak issues, or important updates. Harmony Encore is their software suite designed to manage and analyze meter data, providing utilities with a user-friendly interface and advanced features for better customer service. Our group will follow up in April to hopefully finalize the different elements of communications and abilities, including Local Government Corporation (our financial software company) for potential connections between both systems.*
- *Worked with County Planning Director on various land use topics related to zoning and subdivision regulations. These documents are both outdated and in need of thorough review and revisions to meet current planning practices and principles, as well as legal frameworks. We are both determining whether outsourcing its review and revision recommendations, based on guidance and monitoring from planning staff, is a viable option to achieve the best product more speedily.*
- *Met with County Planner Director Angie Charles and Building Inspectors Kevin Fair and JW Greene regarding various planning topics regarding zoning districts signage and common areas of HOAs.*
- *Met with Parks and Recreation Director Chris Kudera to discuss transitioning town facilities that are currently using Comcast internet to Brightridge internet services. Mr. Kudera gathered information about other Town facilities while he was working to get Brightridge service to the new Street Department Building. Brightridge's pricing is more favorable as well as their service is more reliable. In addition to better pricing, Brightridge has committed to be more responsive in the event of an outage. Recently we have had a lot of internet services downtimes at Town Hall through Comcast. We anticipate a fair amount of monthly savings by making the switch. Mr. Kudera has also gathered information on using another phone provider. The phones that are currently VoIP would remain VoIP however the monthly charge is significantly less. Mr. Kudera is serving as a beta test at Wetlands on the phones before deciding on this. There have been no issues thus far.*
- *Met with Tourism Director Cameo Waters and Street Department Director Steve Prisament regarding a more strategic plan for location of temporary handicap parking signs when downtown street closures occur. Additional temporary handicap signs have been ordered and received. A report on the subject will be provided by the end of this month. Town staff have done a very good job of already increasing temporary handicapped parking areas in town.*

- *Met with Administrative Assistant Brandi Miller to finalize the uniform processes currently in place across all departments. We feel that we have received enough information to complete the Uniform policy and processes. This information will be shared with Human Resources Director Michelle Stewart and Operations Manager Craig Ford to collaboratively finalize.*
- *Attended monthly Jackson Theatre Board meeting to hear about all theatre activities.*
- *Met with Tennessee City Management Association (TCMA) representative to discuss how TCMA can help Jonesborough and other cities (last meeting was about better coordination between entities during emergencies and looking at working among cities to improve buying power (cooperative purchasing agreements or piggybacking on bids, etc.).*
- *Organized two additional days (Monday & Tuesday) of Town Staff being onsite at the Senior Center to gather surveys for the CDBG project. We still need over 100 complete surveys, so we made the decision to offer incentives.*
- *Met with Administrative Assistant Brandi Miller and Community Development Partners Representative Rachel Conger to discuss the two in-process CDBG grants and survey results. We will continue to review information in hopes of having enough results to submit the grant applications (due April 10).*
- *Met with a property owner/developer, County Planner Director Angie Charles, and Building Inspector Kevin Fair to discuss the separation of authority over public matters like zoning and structures versus Homeowners Association rules. This meeting was very productive and helped planning staff think of ways of more in-depth pre-planning items to discuss with potential developers, builders, contractors, etc., regarding town ordinance/regulation and best way to communicate about common areas to the property owners investing into the development(s).*
- *Met with different property owners/residents to listen on various issues and topics. All issues are addressed by appropriate departments.*
- *Making more progress on plans for the extension of the First Frontier Trail both through the Governor's 2.4 million non-matching appropriation being leveraged for projects and being used as the matching portion for the trail sections under grant award.*
- *Continuing to monitor and advance all grants currently either awarded or in the application phase, including but not limited to, additional Local Parks and Recreation Fund projects (emphasis projects), TN Arts Commission, Community Development Block Grant, Appalachian Regional Commission, USDA Rural Development, Tennessee Department of Tourism and Development, TN Economic and Community Development, and other.*

#### 4. Approve the following Operations Manager Report:

*The Street Department has completed the building that will house the Street Department, Parks and Recreation Department, and Solid Waste Department. Staff did a phenomenal job with the building. They are currently pouring concrete for the two entrances. I would like to do an open house for the Board Members in the month of April.*

*The Street Department continues to work on repairing potholes and utility cuts throughout the Town. The Street Department also have begun mowing rights-of-ways within the Town's corporate limits.*

*The new traffic signal is near completion at Tiger Way. The temporary signals have been removed, and the permanent signals are now up and flashing. I am told by the engineer and staff at Stansell Electric that they plan on completing the project by April 15.*

*I worked on several grant projects this month with Rachel Conger. I attended the Parks and Recreation Advisory Committee meeting on March 26, as the Persimmon Ridge grant application was submitted to the committee for their approval.*

*I also worked with Chris Kudera on several other projects with Parks and Recreation to include a planting plan for the Brightridge site on East Main Street, new employee handbook and compensation plan for Wetlands, a computer system for the new building, remediation of a couple of issues at Tiger Park for Public Entity Partners, (our liability insurance company), and compiling information for Rachel Conger on the Park grants she is working on.*

*We also had one of the mowing contractors quit. The first mowing cycle began on March 23, 2026. On March 26, Southern Boys Mowing informed Chris they would not be able to fulfill their contractual mowing obligations moving forward.*

*Following that notice, Chris contacted the next lowest bidders and reassigned the affected properties accordingly.*

- KES Property Services will take over the following: Wetlands Waterpark at \$385.00 per week, an increase of \$185.00 Mill Spring Park at \$75.00 per week, an increase of \$25.00 Main Street Village at \$50.00 per week, an increase of \$10.00.*
- Watt's Lawncare will take over: Persimmon Ridge Park at \$300.00 per week, an increase of \$140.00 Mountain View Estates Detention Ponds at \$110.00 per week, an increase of \$30.00*

*The total weekly increase across all reassigned properties is \$390.00. Based on this adjustment, the total increase over the next 14 weeks (FY26) is \$5,460.00. The total increase in FY27 is \$6,630.00. The total annual increase is \$175,200.00 to \$187,290.00, which is a total of a \$12,090.00 increase.*

*I continued to work with you and Janet on the 2026/2027 budget. We had several needs in Solid Waste. We were able to acquire a bobcat for the mulch yard and Steve Beckett is currently working on a new front-loader garbage truck for the new budget year.*

*The camera pole and power were installed at First Avenue. I am still awaiting installation of the broadband. The new camera is scheduled to be installed on April 09, 2026. Brightridge is currently working on installing the broadband.*

*I also attended the Historic Zoning Commission meeting on March 26. I presented three items to the commission. Those were the new sign for the Stage Door, moving the DAR sign from Second Avenue to the Christopher Taylor site, and the new camera on West Main Street.*

*I have worked with Todd Wood on a couple of projects. One of those projects is a parking lot extension at Town Hall. We are close to final plans for it.*

*I also met with Jason Carder, a traffic engineer with Mattern & Craig, regarding repairs to Boone Street. He has given me the name of a contractor to reach out regarding these repairs.*

*I met with Mayor Joe Grandy and several officials with Washington County on a new coverage map for the Fire Department. I also attended the EMS Board of Director's Meeting.*

*We met with the Architect on the Trail Head building for a design consultation.*

- 5. Approve Committee Reports: Historic Zoning, Jonesborough Planning Commission, Chuckey Depot, Main Street Board, McKinney Center Advisory Committee, Senior Citizens Advisory Committee, and Flag Committee.*
- 6. Approve Supervisor Reports: McKinney Center, Visitor Center, Fire Department, Police Department, Building Inspector, Senior Center, Utilities, Parks & Recreation, Jackson Theatre, Human Resources, and Street Department.*
- 7. Approve Staff Accountant Job Description.*



*Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are not intended to reflect all duties performed within the job.*

**DEFINITION**

An employee in this class performs intermediate professional accounting work in the maintenance and review of fiscal records.

**DISTINGUISHING CHARACTERISTICS**

The Staff Accountant in this class maintains complex fiscal records of Town assets, liabilities, revenues and expenses, applying professional accounting principles and methods. This position encompasses a broad scope of duties and independence of action in the solution of more difficult professional accounting problems. The work in this class involves responsibility for preparing various analyses, accounting record adjustments, and management reports.

**SUPERVISION RECEIVED AND EXERCISED**

Direct supervision is received from Finance Director.

**ESSENTIAL AND MARGINAL FUNCTION STATEMENTS**

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

**Essential Functions:**

- Reconciles bank accounts to the general ledger.
- Reconciles property tax receivable to the subsidiary ledger.
- Coordinates quarterly delinquent property tax billing.
- Posts monthly utility billing packet.
- Reconciles utility receivables to the aging report and subsidiary ledger.
- Reconciles balance sheet accounts and maintains files (notebooks) for auditors.
- Reviews daily revenue coding for accuracy.
- Reviews daily cash reporting and close-out for accuracy.
- Assist departments with implementation of cash collection and internal controls.
- Reviews expenditures coding (purchase orders and payment documents) for accuracy.
- Assists with tracking and reporting for grants.
- Assists with tracking and reporting on capital spending.
- Assists with fixed asset tracking (additions, disposals, etc.) and inventories.
- Assists with tracking of bonds payable and preparation of debt service schedules.
- Assists with preparation of monthly financial statements.
- Assists departments and Finance Director with operating budget preparation.
- Provides monthly expenditure reports to departments.
- Prepares monthly sales tax returns and remits collections.
- Calculates and prepares unclaimed property reporting.
- Prepares and enters general journal entries.
- Assists with development of financial policies and procedures.

**STAFF ACCOUNTANT**

JOB STATUS: EXEMPT

DATE MODIFIED: 4/13/2026

GRADE 14

**Marginal Functions:**

1. Performs related duties and responsibilities as needed.
2. Assists department directors as needed with printing budget reports and requests.

**KNOWLEDGE SKILLS AND ABILITIES**

**Knowledge of:**

- Utilization of office equipment, such as printers, phones, computers, and copiers.

- Principles and practices of professional governmental accounting.
- Accounting methods used in maintaining financial records

**Skill in:**

- Utilization of Microsoft programs, financial software and database software.
- Proficient use of Excel software.

**Ability to:**

- Understand and conduct oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Prioritize and adhere to strict deadlines; follow through on assigned and self-appointed tasks.
- Establish and maintain cooperative working relationships with those contracted in the course of work.
- Collaborate with other staff.
- Work autonomously, identify and resolve issues in a timely manner and effectively prioritize work activities.
- Convey accounting procedures and policies.
- Maintain effective professional relationships with elected officials, staff, residents, and vendors.
- Take initiative.
- Work extended periods of time sitting at workstation or desk.

**REQUIRED QUALIFICATIONS:**

- Graduation from a college or university of recognized standing with a bachelor's degree in accounting.
- At least 3 years of professional accounting experience.
- Certifications are preferred (i.e., Certified Municipal Financial Officer, Certified Public Accountant) but not required.
- Excellent interpersonal, analytical, research, presentation, written and oral communication skills.
- Organized and meticulous with strong level of accuracy and the ability to multi-task.
- Elevated level of integrity; ability to manage confidential information.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

*The physical demands and working environment demand described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:**

This position is primarily executed indoors without exposure to adverse weather/environmental conditions. Contact with low noise levels is common in an indoor working environment. Moderate noise levels may be experienced during certain activities.

**Physical:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job with reasonable accommodation. Must be able to sit, walk, stand, use fingers in a repetitive motion, twist and turn for extended periods of time. The position may require some light lifting, pulling, pushing, and carrying up to 10 pounds. Tasks may involve extended periods of time at a keyboard.

**Mental:**

While performing the duties of this class, the employee is regularly required to use oral and written communication skills, read documents or instructions; analyze and solve problems; observe and interpret data or information; use math and mathematical reasoning; learn and apply new information or skills; interact with Town staff, other organizations, and customers who may be upset or dissatisfied.

**Vision:**

See in the normal visual range with or without correction; vision sufficient to read printed documents and to operate assigned equipment.

**Hearing:**

Hear in the normal audio range with or without correction.

- 8. Approve GovDeals Surplus Liquidation Requests - BMA Requests 4-13-26  
2 steel storage boxes.



2 damaged axles.



2009 Chevrolet Tahoe.



2007 Ford pickup truck.



Street sweeper.



3 Semi trailers.



S300 Bobcat.



329 Bobcat Excavator.



Old salt spreader.



Grad-all grapple.



4-Post 30,000 lb. capacity lift, Jerry not included.



Old Police parts; lights, radars, light bars, control boxes, partitions, center consoles, K-9 Kennel, seats, door panels and old gun locks.





9. Approve Revised Farmers Market Application – The BMA approved the Special Event Application for Jonesborough Locally Grown (JLG) Farmers Market taking place every Saturday from May 2, 2026, through October 31, 2026. JLG is requesting a revised site layout for their original application. Since the initial submission of the Special Event application, the applicant has made a minor revision to the site layout within the Stephenson parking lot for vendors and adding Courthouse West entry area as a vendor area. Specifically, vendor placement has been adjusted a short distance away from the existing dumpster area. This modification is intended to enhance overall site organization, maintain clear service access, and support a positive experience for vendors and attendees, while continuing to use the downtown parking lot areas efficiently. Staff have reviewed the revised layout and found the change to be reasonable and consistent with standard event organizing
  
10. Approve Special Event Request – TN Hills 10-Year Anniversary Celebration – Jessica Callahan, representing Tennessee Hills Distillery, submitted a special event permit application to hold the “TN Hills 10 Year Anniversary Celebration” on Saturday, July 18, 2026, from 5:00 PM to 10:00 PM to be in the Downtown Upper Parking Lot, which is being requested to be closed for the event. The sponsors for the event are The Bridge Home and TN Hills. The purpose of the event is to host a celebration for TN Hills 10-year anniversary. The event is free to the public and will include music, food trucks, and vendors. The estimated number of people to attend is 250 and approximately 150 town citizens are expected to attend. The Special Event/Special Occasion Use Permit Application was submitted as part of the special event is within the Downtown Upper

Parking Lot. Alcohol use within the Parking Lot is being requested with signs stating “No Alcohol Beyond this Point” within the parking lot and in particular at all entries and exits. The Bridge Home, a non-profit 501(3)c organization, and no-kill animal shelter, is obtaining the Special Event permit from the State of Tennessee ABC as the listed sponsoring organization to serve alcohol. Staff discussed the potential of the music ending at 9:00 PM in the parking lot rather than 10:00 PM and she stated to staff that would be workable. Police Chief Matt Rice reviewed the application and reported no issues with working this event with public safety personnel. The Proof of Insurance and Hold Harmless Agreement are complete. It is recommended to approve the Special Event for the TN Hills 10 Year Anniversary Celebration on Saturday, July 18, 2026, from 5:00 PM to 10:00 PM, and music ending at 9:00 PM.

11. Approve DAR Immigrant Trail Marker Relocation – For years, the Daughters of the American Revolution (DAR) had an Immigrant Trail marker at the intersection of Second Avenue and West Main Street. The marker was struck several times over the years by large trucks pulling trailers which eventually broke the marker. The marker was removed and repaired but has not been returned to its base. The DAR is requesting to have the marker moved from its current location to the lawn of the Christopher Taylor Cabin. Currently there is a state historic marker on the southeast corner of the property for the Christopher Taylor cabin. For this reason, the best placement of the marker would be the southwest corner of the property, near the rock wall of the Presbyterian Church.

This was presented to the Historic Zoning Commission on March 25, 2026, for approval. The HZC unanimously approved moving the marker from West Main and Second Avenue to the southwest corner of the Christopher Taylor sight.

As this is a private marker and the request is to move it to Town property, the Board of Mayor and Alderman must approve the site and approve the Street Department to move the base of the marker to the new site. Once the base is moved, the DAR will have the marker reinstalled on the base. The marker will be placed between the utility lid and the stone wall.

12. Approve Wetlands Employee Manual



### Welcome Section

**This handbook neither implies nor establishes an employment contract. Its contents summarize current policies and programs, and it is intended as an informational guideline only. The Town of Jonesborough retains the right to change, modify, suspend, interpret, or cancel in whole or in part any of its published or unpublished policies or practices, without advance notice, in its sole discretion, without having to give cause or justification to any employee.**

**Recognition of these rights and prerogatives is a term and condition of employment and continued employment. As such, this handbook's contents do not constitute an employment contract. Nothing contained in this handbook should be construed as a guarantee of continued employment, but rather, employment with the Town of Jonesborough is on an at-will basis. This means that the employment relationship may be terminated at any time by either the employee or the company for any reason not expressly prohibited by law. Any written or oral statement to the contrary by a supervisor, director or Town Administrator, or other agent of the company is invalid and should not be relied upon by any prospective or existing employee.**

## **INTRODUCTION**

The Wetlands Water Park is located in Jonesborough, Tennessee and is owned and operated by the Town. The Wetlands is designed to encourage the entire family to participate together in an enjoyable and safe aquatic experience. Jonesborough's facility is on the leading edge of the latest trends in the aquatics industry and will be held to high standards and evaluated by people across the state.

We owe it to our guests to provide the best services possible and to operate the Wetlands Water Park as a model for other communities. As a staff member of Wetlands, you serve as an example for family, friends, season pass members, and daily guests who see you each day while you are working.

SAFETY, CUSTOMER SERVICE and CLEANLINESS are the hallmarks of our operation. It is essential that we develop the reputation for being the place that guests can come to and know they are safe, that they are greeted and served by friendly and competent staff, and that they are visiting one of the most beautiful facilities in Northeast Tennessee.

Every staff member has an obligation to carry out his or her responsibilities to the best of their ability in the most positive manner. The future of Wetlands Water Park depends on your success.

## **MISSION STATEMENT**

At The Wetlands Water Park, our mission is to create a welcoming, safe, and memorable aquatic experience for every guest who visits. We believe that a day spent with us should be filled with relaxation, joy, and connection—whether that means splashing with family, enjoying the thrill of our attractions, or simply finding a place to unwind.

We are committed to delivering the highest standards of customer service by treating every guest with genuine care, respect, and courtesy. Our employees are the heart of our park, and each team member dedicates themselves to ensuring that every interaction reflects honesty, integrity, and professionalism.

Beyond providing fun, we value safety, cleanliness, and inclusivity as core pillars of our service. We strive to maintain an environment where all guests—regardless of age or background—feel welcomed, supported, and valued.

As stewards of both our community and our natural surroundings, we also recognize the importance of sustainability and responsibility in how we operate. Through teamwork, ongoing training, and a passion for hospitality, The Wetlands Water Park will continue to be a place where lasting memories are made, families come together, and the joy of water is shared with all.

## **General Employment Information**

### **HIRING PROCESS OVERVIEW**

At The Wetlands Water Park, we believe in hiring individuals who reflect our values of honesty, courtesy, and dedication to guest service. Our hiring process is designed to be fair, consistent, and transparent for all applicants.

#### **1. Application Submission:**

Interested candidates must complete an employment application, available online. Applications should be filled out completely and honestly.

#### **2. Screening and Review:**

Our management team reviews applications to determine if candidates meet the basic requirements for the position. Qualified applicants will be contacted for the next step.

#### **3. Interview Process:**

Applicants may participate in one or more interviews. During interviews, we look for strong communication skills, a positive attitude, and commitment to guest service.

#### 4. Reference and Background Checks:

References may be contacted to verify past work performance and character. Some positions may require a background check.

#### 5. Job Offer:

Candidates who are selected will receive a formal job offer. Employment is contingent on completing all required paperwork, training, and certifications (if applicable).

#### 6. Training and Orientation:

All new hires must complete orientation and training before beginning work. This ensures that every employee understands our policies, safety standards, and customer service expectations.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY**

The Wetlands Water Park is committed to providing equal employment opportunities to all employees and applicants. We believe that a diverse and inclusive workforce strengthens our team and enhances the experience we provide for our guests.

Employment decisions—including recruiting, hiring, training, promotion, compensation, and all other aspects of employment—are made without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, veteran status, or any other status protected by applicable law.

We are dedicated to maintaining a workplace that is free from discrimination, harassment, and retaliation. All employees are expected to treat one another with respect, professionalism, and fairness at all times.

Any employee who believes they have been subjected to discrimination or harassment is encouraged to report the concern to their supervisor or a member of management. All reports will be reviewed promptly and handled with confidentiality to the fullest extent possible. Retaliation against anyone who makes a good-faith complaint or participates in an investigation is strictly prohibited.

The Wetlands Water Park is proud to be an equal opportunity employer, and we are committed to fostering an environment where every individual feels valued, respected, and supported in their role.

### **ANTI-DISCRIMINATION/HARASSMENT POLICY**

We strictly prohibit unlawful conduct in any form, whether by managers, supervisors, employees, or guests.

We do not tolerate discrimination or harassment based on:

Race, color, religion, sex (including pregnancy orientation and gender identity), national origin, age, disability, genetic information, veteran or military status, and other status protected under federal state, or local law.

It is the policy of the Town of Jonesborough to uphold a system of personnel management that ensures high standards of honesty, integrity, impartiality, and conduct. Sexual harassment is misconduct that compromises these standards. It weakens the employment relationship, reduces morale, and jeopardizes productivity.

1. General -The Town of Jonesborough will not tolerate the sexual harassment of any employee and will take immediate positive steps to eliminate harassment when it occurs. Any Town employee that feels they are being sexually harassed by a Town official, an employee, or by the actions of a non-employee is encouraged and expected to immediately contact a supervisor, Department Head, the Town Administrator, or a member of the Board of Mayor and Aldermen to communicate a complaint.

2. Definition - Sexual harassment is an unlawful employment practice and absolutely prohibited by the Town of Jonesborough. Sexual harassment is unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature in the form of pinching, grabbing, patting, propositioning; making either explicit or implied job threats or promises in return for submission to sexual favors; making inappropriate sex-oriented comments on appearance; telling embarrassing sex-oriented stories; displaying sexually explicit or

pornographic material no matter how it is displayed; or sexual assault; when promulgated on the job by elected officials, supervisors, fellow employees, or non-employees; when any of the foregoing unwelcome conduct affects employment decisions or makes the job environment hostile, distracting and unreasonable, or interferes with work performance. In addition, any employee who uses implicit or explicit coercive sexual behavior to control, influence, or otherwise affect the career, salary, or job of another individual is engaging in sexual harassment.

Sexual harassment is a form of unlawful sex discrimination when one or more of the following conditions exists:

- a. Submission to the conduct is an implicit or explicit term or condition of employment,
- b. Submission to or rejection of the conduct is the basis for an employment decision,
- c. The conduct has the purpose or effect of unreasonably interfering with the work performance of an employee, or
- d. The conduct creates an intimidating hostile, or offensive work environment.

3. Filing a Complaint - Employees who believe that they are victims of sexual harassment may file a complaint. Employees also have the right to circumvent the employee Chain-of-Command in selecting which person to whom they want to communicate a complaint of sexual harassment. Complaints may be made orally or in writing to one or more of the following people with whom the employee feels the most comfortable:

- a. Human Resources Director
- b. Wetlands Waterpark Director
- c. Parks and Recreation Director

Regardless of which person the employee communicates with regarding a complaint of sexual harassment, the employee will be expected to provide the following information:

- a. The name of the person or persons allegedly committing the sexual harassment including their title or position if working for the Town, or home or business locations if a non-employee,
- b. The specific nature of the sexual harassment, how long it has gone on, and any employment action that may have been involved including but not limited to demotion, failure to promote, dismissal, refusal to hire, transfer, or any threats made against the employee as a result of the harassment,
- c. Witnesses to the harassment (if any), and
- d. Whether the employee has previously reported the harassment and, if so, when and to whom.

4. Investigating Sexual Harassment Complaints - The HR Director and Chief of Police are the persons designated by the Town of Jonesborough to be the investigator of complaints of sexual harassment against employees. In the event the sexual harassment complaint is filed against the HR Director or Chief of Police, the investigation shall be carried out by the Town Administrator.

The Town employee or Town official receiving a complaint about sexual harassment shall immediately file a report with the Director of Human Resources. The HR Director or Chief of Police shall keep a written record of the investigation including any notes on verbal responses made to the investigator by the person complaining of harassment, witnesses interviewed, conversations with the person against whom the complaint has been made, and any other information or notes taken by the investigator from other persons in connection with the investigation.

The Town reserves the right to assign or refer the investigation of any sexual harassment complaint to the Town Attorney or an independent attorney in the discretion of the Town Administrator.

5. Action On Investigation Report - Upon receipt of a report of the investigation of a complaint of sexual harassment, the Town Administrator shall immediately review the report. If the Administrator determines that the report is not complete in some respect, he or she may undertake an additional investigation or may direct the Police Chief or designated investigator to collect additional information.

Based upon the findings collected, the Town Administrator, within a reasonable period of time, will make a determination whether the conduct of the person(s) against whom a complaint has been made constitutes sexual harassment. In making the determination, the Administrator shall look at the record as a whole and in the totality of the circumstances including the nature of the conduct in question, the context in which the alleged conduct occurred, and the conduct of the person filing the complaint. The determination of whether sexual harassment occurred will be made on a case-by-case basis.

If the Town Administrator determines that the complaint of harassment is founded, he or she shall take immediate and appropriate disciplinary actions consistent with the authority delegated to the Town Administrator by the Board of Player and Aldermen. Disciplinary action may include any possible alternatives up to and including termination. A written record of any disciplinary action will be kept in the employee's personnel file.

All reasonable steps possible will be taken by the Town Administrator to prevent an employee found guilty of sexual harassment from retaliating against the person filing the complaint, or any witnesses connected with the investigation.

In cases in which the sexual harassment of a Town employee is allegedly committed in the workplace by a non-employee, the Administrator shall take whatever lawful action against the non-employee is possible and necessary to bring the sexual harassment to an immediate end.

6. Obligation Of Employees – Employees are obligated to report instances of sexual harassment and to cooperate in any investigation of alleged harassment. Employees are also obligated to refrain from making bad faith accusations of sexual harassment. Disciplinary action may be initiated against any employee that refuses to cooperate in the reporting or the investigation of sexual harassment complaints, or who files a complaint of sexual harassment in bad faith.

7. Interaction with Patrons – Employees may not whistle at patrons, make suggestive comments to patrons about their physical appearance, inappropriately touch or hug patrons. Employees cannot be perceived as making a sexually aggressive comment to patrons. Comments such as, “Hey, baby”, “You’re looking hot”, or “That bathing suit shows off your assets” or other suggestive comments will not be tolerated or allowed.

## **CONFIDENTIALITY AGREEMENT**

As an employee of The Wetlands Water Park, you may have access to confidential information. To protect the privacy of our guests, staff, and business operations, all employees are required to always maintain strict confidentiality.

Confidential information includes, but is not limited to:

- Guest personal information (such as contact details, payment information, or special needs/accommodations)
- Employee personal information (such as personnel records, payroll details, or disciplinary actions)
- Business information (such as financial records, vendor agreements, security procedures, or internal policies not available to the public)
- Training materials, operational procedures, or proprietary methods used by Wetlands.

Employee Responsibilities

- Do not share, disclose, or discuss confidential information with anyone who does not have a legitimate business need to know.
- Do not remove, copy, or distribute confidential documents, whether physical or digital, without authorization.
- Protect all sensitive information by following company guidelines for storage, computer use, and record keeping.
- Maintain confidentiality even after your employment with The Wetlands Water Park ends.

Exceptions

- Confidential information may only be shared if required by law, court order, or with prior written authorization from management.

Consequences of Violation

- Any violation of this policy may result in disciplinary action, up to and including termination of employment and potential legal action.

## **CODE OF CONDUCT**

At The Wetlands Water Park, our team is dedicated to creating a safe, fun, and welcoming environment for every guest. Each employee represents the park, and our behavior should always reflect honesty, courtesy, and professionalism. The following standards of conduct apply to all employees:

1. Professionalism and Courtesy

- Treat all guests, coworkers, and supervisors with respect and kindness.
- Provide the highest level of customer service by being attentive, friendly, and helpful.
- Refrain from rude, disrespectful, or disruptive behavior at all times.

2. Attendance and Punctuality

- Arrive on time, dressed in the appropriate uniform, bring issued equipment and ready to work.
- Follow assigned schedules and notify supervisors promptly of any absences or emergencies.
- Excessive lateness or unexcused absences may result in disciplinary action.

3. Workplace Safety

- Follow all safety procedures, rules, and training at all times.
- Immediately report any hazards, injuries, or unsafe behavior to a supervisor.
- Never engage in horseplay, reckless behavior, or use of equipment without proper training.

4. Integrity and Honesty

- Perform all job duties truthfully and responsibly.
- Do not engage in theft, dishonesty, falsification of records, or misuse of company property.
- Follow the Confidentiality Agreement regarding guest and Wetlands Water Park and/or Town of Jonesborough.

5. Substance-Free Workplace

- The use, possession, or being under the influence of drugs or alcohol while on duty is strictly prohibited.
- The use of tobacco products, to include but not limited to smoking, dip, and vaping are not permitted while on duty, regardless of designated areas.

6. Harassment and Discrimination

- All employees are expected to uphold our Anti-Discrimination and Anti-Harassment policies.
- Treat every individual fairly, regardless of race, gender, religion, age, disability, or other protected status.
- Report any inappropriate behavior or harassment immediately to management.

7. Guest Experience

- Always put guest safety and enjoyment first.
- Respond promptly and respectfully to questions or concerns.
- Represent the park positively both on and off duty.

8. Use of Technology and Social Media

- Personal phone use during work hours is only permitted in the employee break room.
- Smart watches are not permitted on lifeguards or slide attendants.
- Do not post confidential or negative information about the park, coworkers, or guests on social media.
- Only authorized employees may speak publicly on behalf of Wetlands or the Town of Jonesborough.

9. Dress Code and Appearance

- Wear the approved uniform, clean and in good condition, always while on duty.
- Maintain good personal hygiene and a professional appearance.

- Follow all grooming and safety requirements (such as hair tied back or appropriate footwear).
10. Accountability and Discipline
- Violations of this Code of Conduct may result in disciplinary action, up to and including termination of employment.
  - Employees are encouraged to ask questions if unsure about policies or expectations.

## Workplace Policies

### GENERAL

All staff must accept responsibility for assignments as communicated by their supervisor. Any employee in a supervisory position may not supervise an immediate family member.

Any employees that are immediate family members may not work the same shift together. Each of the family members must work different shifts as to the Parks and Recreation Director's and the Water Park Manager's discretion.

Falsification or alteration of timecards or making false statements regarding hours worked will result in immediate termination. This includes sharing your clock-in code with a team member.

No employee shall be under the influence of alcohol or drugs at any time they are either working or on the property of the Town of Jonesborough.

All employees are held accountable for information contained in the employee manual, job folders, staff meetings, in-service training, and periodic written directives,

Employees are responsible for getting work schedules from their supervisors and are responsible for their assigned hours. Schedules are posted on the approved scheduling app.

Employees are required to park in the designated staff lot.

All employees are responsible for keeping Wetlands clean and spotless, EVERYONE is expected to "pitch in" and clean up, as necessary.

Personal cell phones are not permitted to be used by employees while on duty at Wetlands. Cell phones must stay secured in a locker or in your personal vehicle and may only be used during break periods in proper break locations.

All Town of Jonesborough property and personal property contained on Town property are subject to inspection at any time without notice. There should be no expectation of privacy in or on such property. Property includes, but is not limited to, vehicles, desks, containers, files, and lockers. Employee-assigned lockers that are locked by the employee are also subject to inspection by the employee's supervisor in the presence of the employee after reasonable advance notice to the employee, unless such notice is waived by the Town Administrator.

### SAFETY

Staff shall report any maintenance problems or safety concerns to the Water Park Director or Water Park Manager as soon as it is witnessed.

Employees shall not participate in "horseplay". Employees shall use careful discretion regarding physical conduct with guests and co-workers.

Employees must obey all water park rules and set a good example.

Staff must report all problems beyond their control to their supervisor or Water Park Director, immediately.

Staff shall not leave their workstation without notifying their supervisor and relief can be established.

No food or drink is to be consumed inside the concession area.

Rules will be enforced consistently for everyone, including staff, friends and family.

All employees shall be properly trained in the use of a fire extinguisher and must learn where the fire extinguishers are located within the park.

Employees are required to know the location of the phone closest to their workstation in case they need to call 911 for assistance.

It is the responsibility of all employees to report all incidents, injuries or accidents involving themselves, other employees, and patrons of the waterpark immediately to the Seasonal Manager or the Water Park Director. All incidents involving injury, no matter how minor, must be reported immediately, and kept on file.

Cell phones, smart watches, ear buds, or other devices are not allowed while working any position at the Waterpark. Your focus needs to be on our customers' safety. Failure to comply could result in your immediate dismissal.

## **COMMUNICATIONS**

Employees who have any questions are expected to ask for clarification or information; please do not assume, ask. Although a concerted effort is being made to explain operating procedures and policies, if something remains unclear to an employee, it is his/her responsibility to ask their supervisor for information and clarification.

1. Always speak in a courteous and friendly manner with guests and fellow workers. Rudeness will never be tolerated and will result in immediate disciplinary action, up to and including termination. Employees are expected to show a pleasant, helpful attitude in their body language, facial expressions, and conversation. Employees will maintain a professional demeanor and avoid any appearance of “flirting” or inappropriate fraternization with guests or fellow workers while on duty or on the property of the Waterpark. Such conduct is addressed further in Section XII(A)(7).
2. Profanity by employees will not be tolerated and will result in immediate disciplinary action.
3. Employees managing guests’ complaints should first listen to everything the complaining party has to say and then react only after he or she fully understands the concern. An employee should then attempt to solve the problem or provide an appropriate explanation. If an employee cannot manage the situation, he or she should immediately contact their supervisor.
4. All lifeguards and slide attendants will wear Fox 40 whistles. Whistles will be used when as outlined in the lifeguard operations manual.
5. Hand signals must be learned by designated staff and will be used as outlined in the lifeguard operations manual.
6. Only the following personnel may use the public address system: Water Park Director, Water Park Manager, and others, as directed by the Water Park Director. Any misuse of the public address system will result in disciplinary actions.
7. In an accident, emergency, or evacuation of the pool area, the Water Park Director or Water Park Manager will contact all proper emergency services and the media, if necessary.
8. Employees/staff are not to discuss accidents or emergencies with anyone except approved Town staff and are forbidden to post on social media regarding said events.

## **ATTENDANCE**

Excessive tardiness or absences will not be tolerated and will result in disciplinary action or dismissal. Employees are expected to be properly dressed and ready to begin work, five minutes before their scheduled shift.

## **WORK SCHEDULES**

Work schedules will be posted on the scheduling app. Schedules will normally be available at least two weeks in advance. It is the responsibility of every employee to know his or her work schedule. If there is any confusion about the schedule, it is the responsibility of the employee to get a clarification from their supervisor.

## **AVAILABILITY**

It is every employee's responsibility to update their availability in the approved scheduling app. Once it has been updated, the employee will need to inform the Manager so the availability change can be viewed and either accepted or rejected. Availability requests that show unavailable on weekends will not be accepted.

## **TIME OFF REQUESTS**

All requests for time off during the season must be done in the approved scheduling app. Requests have to be made at least 3 weeks in advance. Not all requests are guaranteed to be accepted, especially if a reason is not given.

## **EMPLOYEE RESPONSIBILITY TO WORK SCHEDULE**

All employees are responsible for their assigned hours. If an employee cannot work, the assigned schedule or will be late, he/she must inform the Waterpark Manager or Waterpark Director at least two (2) hours before their scheduled shift. There are very limited exceptions. If an employee calls out but finds their own replacement, it will not be counted against them.

## **EMERGENCIES**

If an emergency arises that prevents an employee from providing a two-hour notice of an absence or delay in getting to work, it is the responsibility of the employee to communicate at the earliest possible moment with the supervisor or seasonal manager if the supervisor is unavailable, providing the reason for the absence or delay and an estimated time of arrival.

## **SUBSTITUTIONS**

If an employee is scheduled to work and cannot, or if an employee desires a shift change, it is the employee’s responsibility to find a replacement. The employee must use the approved scheduling app to find a replacement

once a replacement has agreed to cover the shift. The Water Park Manager or Water Park Director must approve the proposed substitution before it takes place. If the cover does not show up for the agreed shift and the switch was not done in approved scheduling, it is still the individual scheduled for that day's shift responsibility.

### **SICKNESS**

If an employee is ill and is unable to work, it is his/her responsibility to notify their supervisor or seasonal manager if their supervisor is not available, at least two hours prior to the scheduled assignment. All Wetlands employees are seasonal and only get paid for actual time worked. Employees that are absent from work three (3) consecutive days due to illness must provide a doctor's certification of illness and that the employee is well enough to return to work. An employee who calls in sick when they are not sick will be subject to immediate disciplinary action. It would be extremely helpful for an employee that is sick to find a substitute, if possible. If a substitute is obtained in the scheduling app, this will prevent having an absent record.

### **VACATIONS**

The Wetlands Water Park operates for approximately 120 days. If vacation time-off is necessary, it will be the responsibility of the employee to request time off at least 3 weeks prior to the dates requested in the scheduling app and to get approval which a request will not be guaranteed. If the schedule has been prepared, it is your responsibility to find a replacement. This must be done on the approved scheduling app. The maximum time off is seven (7) days. Wetlands Water Park does not offer paid vacation to seasonal employees.

### **WORK WEEK / WORK HOURS**

The workweek for the Wetlands Water Park will be from Thursday through Wednesday for payroll purposes. According to IRS and Treasury department regulations, seasonal full-time employees are not considered full-time and are not benefits eligible. Except, if an employee works over 30 hours a week, they will be offered the opportunity to purchase health insurance, which fulfills the ACA requirements. The employee pays 25% of the premium and there is a waiting period. Health insurance coverage terminates the month employment terminates.

Employees Fifteen (15) Years of Age May Not Be Employed:

- a. During school hours.
- b. Between the hours of 7:00 p.m. and 7:00 a.m., if the next day is a school day.
- c. More than three (3) hours a day on school days.
- d. More than eighteen (18) hours a week during a school week.
- e. More than eight (8) hours a day on non-school days.
- f. More than forty (40) hours per week

Employees Sixteen (16) and Seventeen (17) May Not Be Employed:

- a. During those hours when the minor is required to attend class.
- b. Between the hours of 10:00 p.m. and 6:00 a.m., Sunday through Thursday evenings proceeding a school day, except with parental or guardian consent. Then the minor may work until midnight no more than three (3) of the Sunday through Thursday nights.

### **WORK RELATED MEETINGS:**

Employees are required to attend the following meetings:

- a. Staff Meetings will be posted and employees notified in advance to attend. Employees are required to attend and will be compensated for their time at their hourly rate of pay. Staff meetings are mandatory for employment. If an employee is unable to attend, he or she is responsible for obtaining the material missed.
- b. Training (also called in-service) is required for all employees. Employees participating in training sponsored or directed by Wetlands Water Park will be compensated for their time at their hourly rate. This does not apply to training that is necessary for an individual employee to meet any certification requirements that are a condition of their employment.

### **BREAKS**

Employees are required to have thirty minutes of break time (meal break) for every six hours of work. Such break shall not be scheduled during the first hour of scheduled work. You must clock out for meal breaks as you will not be paid for your 30-minute breaks. An employee on the clock may not leave the grounds of Wetlands Water Park. All breaks are taken at the discretion of your supervisor as to when you will be permitted to take your meal break. Employees are also provided a 15-minute break rotation and are not required to clock out.

**Break Area:** Breaks are to be taken in the designated break area. Breaks are not to be taken in the downstairs customer service office, inside the café or in the first aid room. If you elect to go into the pool on your break, you are not permitted to wear your uniform.

## **FOOD PURCHASES:**

During an employee's meal break, they are permitted to purchase food and drinks at a 50% discount. This discount is only available during an employee's current work shift and is also only valid for the employee and not for relatives, friends, and employees currently not working. Failure to comply with this rule will result in loss of privilege.

Food and drink must be obtained by employees through the sales windows of the concession stand and taken to the break area for consumption during the break period.

**NO ONE OTHER THAN STAFF ON DUTY IS TO BE ALLOWED IN THE KITCHEN AREA. LIFEGUARDS, OFF DUTY CONCESSION WORKERS, OR SLIDE ATTENDANTS ARE NOT ALLOWED IN THE KITCHEN AREA.**

## **OVERTIME POLICY**

Wetlands Water Park recognizes that occasionally employees may be required to work beyond their regular schedules to meet operational needs of Wetlands. Employees will be compensated for overtime in accordance with federal and state laws. Overtime pay is calculated at one and one-half (1.5) times the employee's regular rate of pay for all hours worked over 40 hours in a single workweek. Overtime must be approved in advance by a seasonal manager or director. Unauthorized overtime may result in disciplinary action, though all hours worked will be compensated in accordance with the law.

## **EMPLOYEE PROBATION POLICY**

All employees will have a minimum 14-day probation period. At that point they will be issued their evaluation by their supervisor. The Water Park Director shall forward a copy of all evaluations to the Human Resource Director.

## **APPEARANCE**

All employees shall wear the specified Wetlands uniform. All uniforms shall be clean and wrinkle-free. Off-duty employees shall not wear uniforms when at the Wetlands facility or outside the facility. No hair curlers, facial piercings or excessive jewelry are worn on duty. Showering and shaving before duty shall be done at home. Employees shall present a professional appearance, with clean uniforms, good posture: and with alert attentive and courteous behavior. Remember you not only represent yourself but as an employee you represent the Town of Jonesborough and Wetlands Water Park. Employees are required to wear socks and closed-toed shoes (no flip-flops, sandals or "Croc" style shoes) when working in areas outside the pool deck. Shoes are to be properly laced and tied. Employees may not use tobacco, eat or chew gum while on duty. Fingernails should be trimmed and clean.

## **Compensation and Benefits**

### **PAY RATE/ PAY PERIODS**

Wetlands employees are paid an hourly rate of pay for hours worked. Employees will be paid bi-weekly on Fridays.

- The Town pays all employees by direct deposit. All Wetlands employees are required to have a valid bank account for deposit prior to reporting to work. No paper checks are issued.
- You are expected to work until the last day that the park is open (late September or early October). Anyone not working until the last day that the park is open will not receive their bonus unless otherwise approved in writing.
- If you go to year-round school, please submit a letter at the beginning of the season to ensure you receive your bonus if you qualify. Failure to submit documentation in a timely manner could result in you not receiving your bonus.
- If you go to college out of town you may submit a letter with the day that school starts, and you may leave early and get your bonus. You can only leave the season early if you have college out of town. You can only leave five days before the day that classes are scheduled to start in order to get your bonus.

### **TIME CLOCK / CARDS**

Employees are issued an employee number to be used in conjunction with the time scheduling app. Staff will be paid by the hours recorded from the time clock. Every employee is responsible for clocking in and out using the time clock every day they work. If no time is recorded, no time will be paid. Employees must review their timecard at the end of each day, and it is their responsibility to make sure their time is correct. No employee will clock in or out for another employee. Clocking in or out for another employee(s) is grounds for immediate termination for involved parties.

All employees must go immediately to check in with their supervisor upon arrival at work, then to their assigned station. Excessive tardiness will result in disciplinary action.

Employees that forget to clock in are responsible for letting the Wetlands Manager or Waterpark Director know as soon as possible so corrective action can be taken. Excessive amounts of forgetting to clock in may result in disciplinary action.

### **EMPLOYEE BONUS PROGRAM**

As an incentive to all seasonal employees of Wetlands Water Park, the Town of Jonesborough offers an end-of-season bonus to all employees who remain in good standing with all employment requirements met throughout the season. Bonuses are based on hours worked and a scale assigned to each employee's job title, which is located below. Bonuses are not guaranteed to any employee and may be forfeited through disciplinary or attendance issues.

Employees must maintain scheduled employment through the end of the water park season. All absences must be excused through proper documentation (physician's note, school schedule, etc.)

All employees will start in tier 1 bonus of \$1 per hour worked.

<b>Tier 1</b>	98% on time rate or better, no corrective actions, and no missed days. Earn \$1 per hour.
<b>Tier 2</b>	96% on time rate or better, no corrective actions, no missed days. Earn \$0.75 per hour.
<b>Tier 3</b>	94% on time rate or better, no corrective actions, no missed days. Earn \$0.50 per hour.
<b>Tier 4</b>	90% on time rate or better, no more than one corrective action, and one missed day. Earn \$0.25 per hour.
<b>Tier 5</b>	85% on time rate or better, no more than one corrective action, and two missed days. Earn \$0.10 per hour.

## **Performance and Development**

### **Training and Certifications**

All employees are required to maintain the necessary training and certifications for their positions to ensure a safe and professional environment. Lifeguards must hold a valid lifeguard certification, which includes CPR, First Aid, and AED training. This certification may be obtained through our in-house training program or from an approved outside provider. Slide attendants are required to have current CPR, First Aid, and AED certifications prior to beginning work. Proof of certification must be submitted before an employee's first scheduled shift and kept current throughout employment.

Employees who remain with the waterpark for the entire season without any major disciplinary issues will be eligible for reimbursement of their training or certification costs at the end of the season.

### **Conduct and Discipline**

Regulations to govern employee conduct are necessary for the orderly operation of the Wetlands Water Park. These expectations are listed in the Operations Manual under Staff Policies and Procedures. The Town of Jonesborough requires all Wetlands Water Park employees to conform to these employment regulations and to otherwise conduct themselves in a responsible and professional manner.

Whenever an employee's performance, attitude, work habits, or personal conduct falls below a desirable level, the appropriate supervisor shall inform the employee promptly and specifically of such lapses and shall give counsel and assistance.

Supervisors are asked to identify the employee's specific problem area(s) in job performance, attitude, or behavior that requires improvement. Supervisors are also asked to indicate to the employee the necessary changes in behavior or activity that will bring the employee's performance up to a satisfactory level. If

appropriate and justified, a reasonable period for improvement may be allowed before adverse disciplinary measures are initiated. If an improvement period is provided, the failure of an employee to respond appropriately to requested improvements will result in adverse disciplinary action.

In certain instances, a specific incident may justify immediate severe disciplinary action. However, the action to be taken will depend on the seriousness of the incident and the entire pattern of the employee's past performance and conduct.

It is the Wetlands' Water Park policy that to the extent possible, discipline is a progressive process and disciplinary measures of less severity than dismissal is taken to correct inappropriate conduct before termination. HOWEVER, DISMISSAL MAY BE APPROPRIATE FOR FIRST VIOLATIONS INVOLVING MISCONDUCT. NO EMPLOYEE HAS A RIGHT OR A GUARANTEE TO ANY PROGRESSIVE DISCIPLINARY ACTION.

### **ADMINISTRATIVE RESPONSIBILITY**

The Water Park Director, with the assistance of the Wetlands supervisory staff, is responsible for administering timely and consistent disciplinary measures for inappropriate conduct or job performance pursuant to the procedures and policies established by the Town of Jonesborough.

The Town Administrator maintains final review authority for all disciplinary actions and his/her decisions are binding on all parties involved.

### **DISCIPLINARY ACTIONS**

Disciplinary actions may be an oral reprimand, written reprimand, suspension, demotion, or dismissal.

### **EMPLOYEE REPRIMAND POLICY**

Written up once:

A meeting will be held to address the issue at hand and informed on how to correct the problem. You will be asked to sign a copy of the disciplinary form which will go into your personnel folder.

Written up twice:

You will meet with the Director and could be suspended for your next shift. Suspension is at the discretion of the Waterpark Director.

Written up three times:

You will be terminated, effective immediately.

If at any time your actions are found to be negligent (i.e. they severely compromise the health and safety of yourself, your fellow employees, or the Water Park patrons) you may be terminated whether it is a first or third offense.

### **IMMEDIATE SUSPENSION BY SUPERVISOR**

The Water Park Director, Seasonal Manager, or Parks and Recreation Director have the authority to immediately suspend an employee under their responsibility for a period of up to twenty-four (24) hours if they determine that the employee's inappropriate behavior poses an immediate threat to the safety or discipline of other employees or the employee's continued presence is detrimental to the smooth operation of the Wetlands Water Park.

If the Parks & Recreation Director or the Town Administrator determines that a suspension action is not justified, the employee shall be immediately notified to return to work. All employees previously scheduled to work but losing hours due to an inappropriate suspension may be compensated for the hours lost at the discretion of the Parks and Recreation Director or Town Administrator.

### **DEMOTION OR TRANSFER**

The Water Park Director is granted the discretionary authority to demote or transfer an employee for disciplinary reasons under the following conditions:

- The demotion or transfer is a disciplinary action to reprimand the employee for inappropriate conduct.
- A demotion is accompanied by a reduction in compensation.
- The affected employee is notified of the action.
- The demotion or transfer action is subject to the review of the Parks and Recreation Director and/or Town Administrator.

### **TERMINATION**

The Water Park Director may dismiss an employee under the following conditions:

- The dismissal is a disciplinary action resulting from inappropriate behavior by the employee.
- The dismissal action is documented by the Water Park Director.

- The dismissal action is subject to review by the Parks and Recreation Director and/or Town Administrator.

**Disciplinary Actions Are Not Subject To Appeal.**

13. Approve Wetlands Compensation Plan – The Parks and Recreation Director requested a change to the current compensation plan for the 2026-27 Wetlands Waterpark employees. The proposed plan contains five (5) paygrades rather than the six (6) contained in the current plan. The five paygrades are consistent with the new position descriptions that were approved by the BMA at their March 16, 2026, meeting. Grades one, two, and three of the old plan are now grades one and two of the proposed plan. The starting pay for the seasonal managers was increased by one dollar per hour. Under the old plan, there were inconsistent increases for returning employees from twenty-five cents per hour to one dollar more per hour. Under the proposed plan, all annual increases will be \$1 per hour. We need to stay competitive with parks in the region and encourage employees to return year after year. Staff projects that the proposed plan will attract prospective employees to return to maximize a stable work force for the season. Due to the extended season, parties, and cabana rentals, as well as the great season we had last year, the operating budget can absorb any additional costs associated with the increase.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	2025
6	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	
5	\$ 13.00	\$ 13.00	\$ 13.50	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50	
4	\$ 12.00	\$ 12.50	\$ 13.00	\$ 13.50	\$ 14.00	\$ 14.50	\$ 15.00	
3	\$ 10.00	\$ 10.25	\$ 10.50	\$ 10.75	\$ 11.00	\$ 11.25	\$ 11.50	
2	\$ 10.00	\$ 10.25	\$ 10.50	\$ 10.75	\$ 11.00	\$ 11.25	\$ 11.50	
1	\$ 10.00	\$ 10.25	\$ 10.50	\$ 10.75	\$ 11.00	\$ 11.25	\$ 11.50	

PROPOSED								2026
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
5	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00	\$21.00	
4	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	
3	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	
2	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	
1	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	

GRADE 6 SEASONAL OPERATIONS MANAGERS

GRADE 5 ADMINISTRATIVE ASSISTANTS, HEAD LIFEGUARD, CAFÉ SUPERVISOR

GRADE 4 LIFEGUARD CERTIFIED POSITION

GRADE 3 SLIDE ATTENDANTS

GRADE 2 CASHIER, MAINTENANCE, COOK, CUSTOMER SERVICE

GRADE 1 GREETER

GRADE 5 SEASONAL OPERATIONS MANAGER

GRADE 4 ADMINISTRATIVE ASSISTANTS, HEAD LIFEGUARD

GRADE 3 LIFEGUARD CERTIFIED POSITION

GRADE 2 Slide Attendant

GRADE 1 Team Member

14. Approve Outdoor Use Permit for Fern & Fable – Ethan Clemons, owner of Fern & Fable, located at 131 E. Main Street applied for an outdoor use permit for the intended use of a sandwich board sign to be placed on the sidewalk in front of the store. A Certificate of Appropriateness has been issued by the Historic Zoning Commission. The display will not interfere with the sidewalk, and the sidewalk will remain ADA accessible. The Hold Harmless Agreement and Proof of Insurance are complete.

15. Approve Liquidation of Surplus Police Vehicles – The Police Department started taking delivery on some of the new cruisers. Chief Rice requested to surplus the older vehicles that are being removed from the fleet. Under normal circumstances, we request equipment to be declared surplus to be sold on the GovDeals auction site. It is typically different with cruisers that are being removed from service in the Police Department. Many times, a different department may have need of a vehicle and the surplus Police Explorer is passed on to that department. There is a provision in the law regarding surplus equipment that allows local government to sell directly to another local government. If a cruiser is sold on GovDeals, we must remove all graphics, as well as all police equipment. This requires a lot of staff time to remove this equipment. Should a local Police or Sheriff’s Department wish to purchase one of these vehicles, we only have to remove the graphics. Chief Rice requested ten (10) Ford Explorers be

declared surplus property for Police use. Of the ten (10) Explorers, nine (9) are 2017 models and one (1) is a 2016 model. He is further requesting these vehicles be passed to other departments as needed, sold directly to other law enforcement agencies, or sold on GovDeals if needed.

2017	Ford	Explorer XLT	1FM5K8D85HGB89371
2017	Ford	Explorer XLT	1FM5K8D89HGB61461
2017	Ford	Explorer XLT	1FM5K8D86HGC88460
2017	Ford	Interceptor UT	1FM5K8AR3HGC86842
2017	Ford	Interceptor UT	1FMK8AR7HGD59355
2017	Ford	Interceptor UT	1FM5K8AR5HGD59354
2017	Ford	Interceptor UT	1FM5K8AR0HGD59357
2017	Ford	Interceptor UT	1FM5K8AR9HGD59356
2017	Ford	Interceptor UT	1FM5K8AR2HGD59358
2016	Ford	Interceptor U.T.	1FM5K8AR0GGD30570

The one item under New Business was discussion and possible action concerning an Ordinance regarding an Atmos Franchise Agreement on second and final reading. For decades, the Town has had a Franchise Agreement with Atmos, 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, 2026. 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. 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, 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 Tennessee Code Annotated (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, 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.*

With no other comments Mayor Wolfe called for a motion. Alderman Dickson made a motion to approve the Ordinance regarding the Franchise Agreement between the Town of Jonesborough and Atmos Energy for only a one (1) year period on Second and Final Reading. Alderman Jenkins seconded the motion. The motion duly passed.

**ORDINANCE NO. 2026-05**

**AN ORDINANCE GRANTING A FRANCHISE TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PERIOD OF 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 one (1) year. The franchise and all rights and privileges herein provided shall be extended for two (2) successive periods of 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 one (1) year, or before the end of the first extended term of 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

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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.

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- (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

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Jonesborough, Washington County, Tennessee, requiring it.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the 13<sup>th</sup> day of April, 2026.

JONESBOROUGH, TENNESSEE

By:   
Kelly Wolfe, Mayor

ATTEST:

  
Janet Jennings, Town Recorder

ATMOS ENERGY CORPORATION

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

Town's Mailing Address and Phone Number:

123 Boone Street  
Jonesborough, TN 37659  
423-753-1030

The first item under New Business was discussion and possible action concerning Resolutions hiring Administrative, Engineering, and Architect Services for the 2026 LPRF Grant. On March 16, 2026, the BMA passed a Resolution authorizing the submission of an application for Local Parks and Recreation Fund (LPRF) grant program for Persimmon Ridge Park improvements. The Town proposed 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. As part of our effort to secure funding for the project through LPRF funds, Request for Qualification (RFQ) letters were sent to three administration firms, six engineering firms, and four architectural firms. The deadline to submit RFQs was April 9, 2026 at 2:00 PM EST.

**Administrative Services** – The town received one response for RFQs on administration services from Community Development Partners, LLC (CDP). Staff completed the required evaluations/scorecards regarding qualifications. CDP scored high and has a long history of providing excellent administrative services to the town.

**Engineering Services** – The town received two responses for RFQs on engineering services from DTWood Engineering and McGill Associates. Staff completed the required evaluations/scorecards regarding qualifications. DTWood scored higher than McGill Associates. DTWood has a strong history of providing excellent engineering services to the town.

**Architectural Services** – The town received one response for RFQs on architectural services from ClarkNexsen. Staff completed the required evaluations/scorecards regarding qualifications. ClarkNexsen scored high and has a strong history of providing excellent architectural services to the town.

Alderman Jenkins made a motion, seconded by Alderman Dickson, to approve Resolutions for Community Development Partners, LLC to provide Administrative Services, DTWood Engineering, Inc to provide Engineering Services, and ClarkNexsen to provide Architectural Services for the Town of Jonesborough as part of the State of Tennessee’s FY26 Local Parks and Recreation Fund grant for the Persimmon Ridge Park project. The motion duly passed.

RESOLUTION NO. 2026-12  
TOWN OF JONESBOROUGH, TENNESSEE  
FOR  
ADMINISTRATIVE SERVICES

WHEREAS, the Town of Jonesborough, Tennessee is applying for financial grant assistance as provided under the State of Tennessee’s FY 2026 Local Parks and Recreation Fund (LPRF) program; and

WHEREAS, the Mayor and Board of Aldermen of the Town of Jonesborough find it in the Town’s best interest to secure the assistance of an experienced and qualified professional administrative management services firm to assist in preparing and administering the Town’s 2025 LPRF program; and

WHEREAS, in compliance with pertinent State regulations, the Town has solicited and evaluated statements of qualifications of interested professional administrative assistance firms; and

WHEREAS, Community Development Partners, LLC has been chosen to assist in the administration of the project.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Board of Aldermen of the Town of Jonesborough hereby select Community Development Partners, LLC to provide assistance in administration of the Town’s 2026 LPRF grant project.

READ AND ADOPTED this on the 13<sup>th</sup> day of April 2026.

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

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

**RESOLUTION 2026-13**  
**TOWN OF JONESBOROUGH, TENNESSEE**  
**FOR**  
**ENGINEERING SERVICES**

WHEREAS, the Town of Jonesborough, Tennessee has been awarded financial assistance as provided under the State of Tennessee's Local Parks & Recreational Fund Grant project; and

WHEREAS, the Mayor and Board of Name finds it in the Town's best interest to secure the assistance of an experienced and qualified Engineering firm to for assistance in construction implementation engineering services.

WHEREAS, in compliance with pertinent State regulations, the Town of Jonesborough has solicited and evaluated statements of qualifications of interested professional Engineering firms; and

WHEREAS, DTWood Engineering, Inc. has the most appropriate experience, background and qualifications to provide said services; and

WHEREAS, DTWood Engineering, Inc. will conduct the work necessary to complete construction implementation services for the project.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Board of The Town of Jonesborough hereby select DTWood Engineering, Inc. to provide assistance in construction implementation services of the Town's LPRF Project.

READ AND ADOPTED this on the 13<sup>th</sup> day of April 2026.

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

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

**RESOLUTION NO. 2026-11**  
**TOWN OF JONESBOROUGH, TENNESSEE**  
**FOR**  
**ARCHITECTURAL SERVICES**

WHEREAS, the Town of Jonesborough, Tennessee is applying for financial grant assistance as provided under the State of Tennessee's FY 2026 Local Parks and Recreation Fund (LPRF) program; and

WHEREAS, the Mayor and Board of Aldermen of the Town of Jonesborough find it in the Town's best interest to secure the assistance of an experienced and qualified professional Architectural services firm to assist construction implementation architectural services; and

WHEREAS, in compliance with pertinent State regulations, the Town has solicited and evaluated statements of qualifications of interested professional Architectural firms; and

WHEREAS, ClarkNexsen has the most appropriate experience, background and qualifications to provide said services; and

WHEREAS, ClarkNexsen will conduct the work necessary to complete architectural implementation services for the project.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Board of Aldermen of the Town of Jonesborough hereby select ClarkNexsen to provide assistance in architectural implementation services of the Town's LPRF project.

READ AND ADOPTED this on the 13<sup>th</sup> day of April 2026.

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

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

The next item on the agenda was discussion and possible action concerning approval a Resolution regarding Equipment and Acquisition Capital Outlay Note, Series 2026, authorizing the issuance of interest-bearing equipment acquisition capital outlay notes, in an amount not to exceed \$625,783. During the 2025-26 budget process, the BMA approved capital projects for the General Fund totaling \$1,677,384. Funding sources are outlined below:

- Auction Proceeds - \$186,927 – Three (3) Police Vehicles
- Debt Issue later in the fiscal year- \$625,783 –Nine (9) Police Vehicles & One (1) Fire Vehicle
- Debt Issue early in the fiscal year- \$864,674 –Various Departmental Vehicles & Equipment

In November, debt was issued to fund the \$864,674 grouping of vehicles and equipment. During the budget process, the election was made to defer the \$625,783 debt issuance until later in the year, to align with debt roll-off. We are now in the appropriate timeframe to issue this debt. Average annual debt service of \$142,000 is completely offset by savings from the debt that is rolling off. The Tennessee Municipal Bond Fund (TBMF) has secured us an interest rate of 4.36%. They are coordinating approval through the Comptroller's office and will administer the closing and reporting as we move through the loan process.

Alderman Jenkins made a motion, seconded by Alderman Causey, to approve Resolution 2026-10 authorizing the issuance of interest-bearing equipment acquisition capital outlay notes, in an amount not to exceed \$625,783. The motion duly passed.

RESOLUTION NO. 2026-10

**RESOLUTION OF THE TOWN OF JONESBOROUGH, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING EQUIPMENT ACQUISITION CAPITAL OUTLAY NOTES, SERIES 2026, IN AN AMOUNT NOT TO EXCEED \$625,783, AND PROVIDING FOR THE PAYMENT OF SAID NOTES**

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the Town of Jonesborough, Tennessee (the "Municipality" or the "Town"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes for the purpose of financing the acquisition of equipment for the Police and Fire Department of the Town, including nine police vehicles and one fire vehicle, and to pay all legal, fiscal, administrative, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project;

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue such notes for said purposes upon the approval of the Comptroller of the Treasury or the Comptroller's designee; and,

WHEREAS, the Town has determined that the Project is a public works project within the meaning of the Act.

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

Section 1. Authority. The Notes herein authorized shall be issued pursuant to the Act, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of the Act, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$625,783, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "Equipment Acquisition Capital Outlay Notes, Series 2026". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate not to exceed 4.50% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the fifth fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding, the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding

principal amount of the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes. The weighted average maturity of the Note shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to exceed five (5) years.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in a sealed envelope, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

**Section 4. Redemption.** The Notes shall be subject to redemption, in whole, prior to maturity, at the option of the Town, upon thirty (30) calendar days written notice to the registered owner, from funds of the Town, at the price of par plus accrued interest to the date of redemption. If the Notes are to be prepaid from proceeds of a new debt issuance, the Town may prepay the Notes, in whole, upon thirty (30) calendar days' written notice to the registered owner, at the price of 101%, plus accrued interest to the date of redemption. The Town may also make additional principal payments on the Notes upon fifteen (15) calendar days' written notice to the registered owner, from its own funds, not borrowed funds.

**Section 5. Execution.** The Notes shall be executed in the name of the Municipality, shall bear the manual signature of the Mayor and shall be countersigned by the Recorder of the Municipality (the "Recorder"), with his or her manual signature. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

**Section 6. Registration, Negotiability, and Payment.** (a) The Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

**Section 7. Transfer of Notes.** Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

**Section 8. Regulations with Respect to Transfers.** In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

**Section 9. Mutilated, Lost, Stolen, or Destroyed Notes.** In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

**Section 10. Authentication.** Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

**Section 11. Source of Payment and Security.** The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from *valorem* taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

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**Section 12. Levy of Taxes.** For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the general fund or debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

**Section 13. Approval of Comptroller of the Treasury or the Comptroller's Designee.** Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until the Town has received the written approval of the Comptroller of the Treasury or the Comptroller's designee, as provided by Section 9-21-601 et. seq., *Tennessee Code Annotated*, as amended. The Mayor, Recorder, Town Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval.

After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards, and as approved by the Comptroller of the Treasury or the Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or the Comptroller's designee immediately upon its adoption; provided however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or the Comptroller's designee, in accordance with the Act. If the Comptroller of the Treasury or the Comptroller's designee determines that the budget does not comply with the Act, the Municipality shall adjust its estimates or make additional tax levies sufficient to comply with the Act, or as directed by the Comptroller of the Treasury or the Comptroller's designee.

**Section 14. Sale of Notes.** The Notes herein authorized shall be sold by the Mayor by the informal bid process at a price of not less than par, in accordance with the Act.

**Section 15. Disposition of Note Proceeds.** The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "Equipment Acquisition Capital Outlay Notes, Series 2026 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be used to pay principal on the Notes.

**Section 16. Non-Arbitrage Certification.** The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time

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hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes

Section 18. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 19. Miscellaneous Acts. The Mayor, the Recorder, the Town Administrator, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 20. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 21. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday,

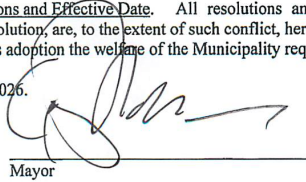
Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

**Section 22. No Recourse Under Resolution or on Notes.** All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal or of interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

**Section 23. Severability.** If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

**Section 24. Repeal of Conflicting Resolutions and Effective Date.** All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption to the well-being of the Municipality requiring it.

Approved and adopted this 13th day of April, 2026.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Recorder

STATE OF TENNESSEE)  
COUNTY OF WASHINGTON)

I, Janet Jennings, hereby certify that I am the duly qualified and acting Recorder of the Town of Jonesborough, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board"), of said Municipality held on April 13, 2026; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$625,783 Equipment Acquisition Capital Outlay Notes, Series 2026, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 13th day of April, 2026.

  
\_\_\_\_\_  
Recorder

The next item on the agenda was discussion and possible action concerning an Ordinance replacing Title 13, Chapter 2, Sewer and Wastewater Treatment of Jonesborough Municipal Code in its entirety. Environmental Services Director Cobern Rasnick submitted a draft amended ordinance for consideration. At a minimum, EPA and TDEC require a review of our pretreatment local limits every 5 years. This process is also triggered whenever a significant change is made to any new or existing industrial discharge to ensure it remains effective and up to date. The review process helps to identify any changes in the treatment plant's performance, influent flow, or pollutant characteristics that may require adjustments to the local limits. This ensures that the pretreatment program continues to meet the necessary standards and effectively reduces the discharge of potentially toxic pollutants into the environment. While this process is necessary, amendments to other aspects of the Sewer Use Ordinance (SUO) are often unnecessary. TDEC has acknowledged that recent changes, such as tap fees, are minor and do not require prior approval. The National Pretreatment Regulations, developed as part of the Streamlining Rule, required significant changes to Jonesborough's SUO. Jonesborough met these requirements with the revisions made in 2018. Since then, the only significant changes have been the development of local limits.

Removing the publication of the local limits from the SUO in 13-208 (2) and referencing the TDEC-approved local limits as an external source document, with the addition of 13-208 (3), allows Jonesborough to develop local limits without requiring future modification to the SUO.

This change will reduce the number of public notices published and shorten the overall implementation timeframe during future review processes.

Alderman Countermine made a motion, seconded by Alderman Jenkins, to approve the Ordinance to amend Jonesborough Municipal Code Title 13, Chapter 2, Sewer Use and Wastewater Treatment in its entirety on First Reading as presented. The motion duly passed.

[INSERT ORDINANCE]

The next item on the agenda was discussion and possible action concerning Anderson Road Streetlights. A complaint was filed by a resident that lives in one of the developments off Anderson Road. The complaint was the lack of streetlights in this section of roadway. The two developments are within the Town's corporate limits, and these developments have streetlights internally. Anderson Road is a county road with a very short section that is within the town's corporate boundaries. As you turn onto Anderson Road off West College Street, the properties on the right (East side) are in the county. There is a sidewalk in Ashley Meadows that runs parallel to Anderson Road. The purpose of streetlights is for pedestrian safety; however, the Board of Mayor and Alderman would need to approve the installation of the streetlights on Anderson Road due to it being a county road.

Operations Manager Craig Ford met with an Engineer from Brightridge. There are several wooden poles on the county side of the road and ample transformers on the line. The Engineer recommends the placement of seven cobra-head streetlights on the existing wooden poles. The cost would be \$2,805 and would be added to the Town's monthly investment fee. According to the Engineer, it would cost over \$50,000 to add decorative streetlights on the Ashley Meadows side of the street and the Town would have to pay that fee upfront.

This street is very dark as there are currently no streetlights on this stretch of roadway. Adding the seven cobra-head streetlights will provide adequate light for the Town's sidewalk. Alderman Jenkins thanked Mr. Ford and stated he had received calls about the darkness and met homeowners out there and confirmed the roadway is very dark. With there being no further discussion Alderman Causey made a motion to approve seven cobra streetlights to be installed by Brightridge on the east side of Anderson Road on the existing wood poles and authorize the Operations Manager to place the order and add the lights to the Town's investment. Alderman Countermine seconded the motion. The motion duly passed.

The next item on the agenda was discussion and possible action concerning approval of changes to Senior Center Membership Dues. The Senior Center Advisory Board voted unanimously to recommend an increase to their annual membership dues which had not been increased since 2022. The increases include the following membership categories:

- Inside Jonesborough Residents - \$20 (unchanged)
- Washington County Residents - \$30 to \$35 yearly
- Outside Washington County Residents - \$40 to \$45 yearly

When you think about all that our accredited Senior Center has to offer our aging population, which is based on 50 years old and older, an additional \$5 annually is fair and reasonable. Their classes, programs and staff operate on a high level of service and satisfaction. For example, the gym alone is worth the proposed increase in annual membership dues with their commercial grade weight bearing equipment and exercise equipment.

Alderman Countermine made a motion, seconded by Alderman Jenkins, to approve the changes of the membership categories at the Jonesborough Senior Center as presented. The motion duly passed.

The next item on the agenda was discussion and possible action concerning an Emergency Alert System. The Town doesn't currently have an emergency alert system. An emergency alert system is vital in warning residents of impending danger due to a weather event or disaster. There are also times when a smaller system would be helpful. For example, there have been times during the Storytelling Festival when a major storm event has come through the area. The Police Department must get on the PA in their cruisers and drive through the festival boundaries to warn festival goers of potential danger.

Chief of Police Matt Rice has been working to find a solution that could cover both circumstances. An alert system that could be heard town-wide, as well as a smaller system that could be directed to a specific area. Federal Signal submitted a proposal to Chief Rice followed by a conference call with them, Chief Rice and Operations Manager Craig Ford. Pricing for the system is in three parts. The first part is the base unit that would be installed in dispatch and would cost \$22,230 and includes the hardware/software to operate up to ten separate sites. An additional fee of \$1,240 would allow for digital voice recording and text messages.

The second part of the system is the siren and equipment for the main site. Chief Rice and Mr. Ford propose that the old water tower at Maple Lawn cemetery would be a good site. There is power and a backup generator at that site for a VHF radio system Public Safety no longer uses.

According to the Federal Signal representative, the rotating electro-mechanical siren gives better coverage than the electronic siren. The cost for this system is \$39,512 and includes the siren, equipment cell tower and antenna kit, as well as installation of the unit.

The third part of the system is the smaller 100dB units. These units are capable of sending voice messages over the speakers. This could include weather alerts, lost child alerts, or any other emergency messages we need to get out quickly to a smaller area. One of these units downtown would be great for the number of festivals we host. These units are activated by sending text messages which can be sent to all units or one isolated unit. Authorized users with cell service can text a message to this system from anywhere.

The smaller systems are less than \$5,000. We would propose one for downtown, one for Wetlands/Persimmon Ridge Park and one for Tiger Park. With the main site at Maple Lawn water tower and the three smaller sites, there would be a total of four sites. This leaves six additional sites in which we could expand. Washington County may want to pay for a couple of sites that could warn David Crockett High School and Grandview School.

The total cost of the startup system would be \$77,982. There is currently \$35,000 in capital outlay for security improvements downtown. This was to replace the traffic bollards that have become worn out or damaged. Although important, we can make the bollards last a little longer if these funds are directed to the Emergency Alert System, leaving a balance of \$42,982. Chief Rice and Mr. Ford propose funding the remaining balance from Litigation Tax funds and funding the two smaller systems out of Parks and Recreation.

Chief Rice spoke with Evan Clyburn, EMA Director for Washington County. According to Director Clyburn, there would be some grant money available for this project that would he would provide to Jonesborough as reimbursement.

This system does not have a feature to text residents, but that may be a possibility in the future utilizing Reverse 911.

Alderman Dickson made a motion to approve the change in FY26 approved capital equipment purchase in the amount of \$35,000 from traffic bollards to emergency alert system equipment, \$32,982 from Litigation Tax Fund, and \$10,000 from Parks and Recreation with all purchases being submitted to EMA for projected reimbursement as presented. Alderman Countermine seconded the motion. The motion duly passed.

The last item on the agenda was discussion and possible action concerning approval of the 2026 Health Insurance Renewal. When we began the renewal process, we were told to expect a 15% renewal in health premiums. Despite continued increases in healthcare and insurance costs nationwide, the Town was able to successfully renew the medical and dental plans with NO increase in premiums and NO plan design changes. This outcome reflects careful planning and a commitment to managing costs while maintaining quality coverage for Town employees and their families. The vision plan has a 4% premium increase, which equates to less than \$50 per year total for this coverage. Employees pay 100% of this coverage, and the increase is minimal compared to broader market trends and was the lowest option available while preserving current benefits.

Overall, while the cost of insurance continues to rise across the industry, the Town was able to hold employee medical and dental premiums steady and limit the vision increase to a very small amount. This demonstrates the Town's ongoing commitment to supporting employees by controlling benefit costs wherever possible and demonstrates that employees are making wise choices for health care.

Mayor Wolfe commended Human Resource Director Michelle Stewart for her diligent work in securing a zero increase to the Health Insurance renewal rate. Alderman Jenkins made a motion to approve the FY26-27 insurance renewal as presented. Alderman Causey seconded the motion. The motion duly passed.

Alderman Countermine announced that he will not be able to attend the June 8, 2026, BMA meeting. After discussion amongst the Board of Mayor and Aldermen it was agreed to move the June BMA meeting to June 15, 2026.

Mayor Wolfe adjourned the meeting at 7:07 pm.

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JANET JENNINGS, RECORDER

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KELLY WOLFE, MAYOR