

TOWN OF JONESBOROUGH
Town Hall Board Room
123 Boone Street
Jonesborough, TN 37659

MEETING NOTICES

MONDAY, APRIL 13, 2026
6:00 PM

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Members of the public wishing to speak concerning any item on the agenda during the Public Comment period must sign up by calling the Town Administrative Office at 423-753-1030 with their name, address, and subject about which they wish to speak no later than 2 hours before the meeting if the meeting occurs during normal business hours or by 3:45 p.m. the day of the meeting if the meeting occurs after hours. Otherwise, such member of the public must sign in at the location of the meeting, prior to the beginning of the meeting, by seeing the Town Recorder at meetings of the Board of Mayor and Aldermen, or the secretary or staff of any board, commission or committee constituting any other governing body under this resolution.

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

PUBLIC HEARING

1. An 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.

REGULAR MEETING

1. Call to Order
2. Opening Prayer
3. Pledge to the Flag
4. Roll Call

AGENDA

1. Financial Report
 - a. Special Financial Report
 - b. Debt Report
2. Communications from the Mayor
 - A. Employee of the Month
3. Citizen Comments
4. Aldermen Communications
5. Town Attorney Comments
6. **CONSENT AGENDA**
 1. Approval of Minutes
 2. Approval of Bills
 3. Town Administrator Report
 4. Operations Manager Report
 5. Committee Reports
 6. Supervisor Reports
 7. Approval of Staff Accountant Job Description
 8. Approval of GovDeals Surplus Liquidation Requests
 9. Approval of Revised Farmers Market Application
 10. Approval of Special Event Request TN Hills 10-year Anniversary Celebration
 11. Approval of DAR Immigrant Trail Marker Relocation
 12. Approval of Wetlands Employee Manual
 13. Approval of Wetlands Compensation Plan
 14. Approval of Outdoor Use Permit – Fern & Fable
 15. Approval of Liquidation of Surplus Police Vehicles
7. **OLD BUSINESS**
 - A. Discussion and possible action concerning approval of an Ordinance regarding an ATMOS Franchise Agreement on Second Reading.

8. **NEW BUSINESS**

- A. Discussion and possible action concerning a Resolutions hiring Administrative Services, Engineering Services, and Architect Services for the 2026 LPRF Grant.
- B. Discussion and possible action concerning a Resolution regarding Equipment Acquisition Capital Outlay Note, Series 2026.
- C. Discussion and possible action concerning First Reading of an Ordinance replacing Title 13, Chapter 2 (Sewer and Wastewater Treatment) of Jonesborough Municipal Code in its Entirety.
- D. Discussion and possible action concerning Anderson Road Streetlights.
- E. Discussion and possible action concerning approval of changes to Senior Center Membership Dues regarding membership categories.
- F. Discussion and possible action concerning Emergency Alert System.
- G. Discussion and possible action concerning the approval of 2026 Health Insurance Renewal.
- H. Adjournment.

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

DATE: April 13, 2026

AGENDA ITEM #: 1

SUBJECT: Financial Report

	Full Year Budget	Current Year		Prior Year	
		February	YTD	February	YTD
GENERAL FUND					
Revenues	14,260,201	1,651,661	10,121,961	1,175,807	20,859,136
Expenditures	14,395,701	974,923	8,948,530	687,710	17,264,689
Rev. Over/(Under) Exp.	(135,500)	676,738	1,173,431	488,097	3,594,447
SOLID WASTE FUND					
Revenues	994,797	86,579	695,785	551,011	1,071,897
Expenditures	994,797	115,768	666,338	553,083	1,029,656
Rev. Over/(Under) Exp.	-	(29,189)	29,447	(2,072)	42,241
JACKSON THEATRE FUND					
Revenues	911,483	55,932	275,296	23,420	165,061
Expenditures	952,483	65,743	518,670	8,311	532,134
Rev. Over/(Under) Exp.	(41,000)	(9,811)	(243,374)	15,109	(367,073)
DEBT SERVICE FUND					
Revenues	3,611,314	268,843	3,247,353	-	-
Expenditures	3,611,314	124,790	3,247,353	-	-
Rev. Over/(Under) Exp.	-	144,053	-	-	-
CAPITAL PROJECTS FUND					
Revenues	3,586,545	99,655	2,955,645	-	-
Expenditures	3,586,545	81,669	1,346,162	-	-
Rev. Over/(Under) Exp.	-	17,986	1,609,483	-	-
HRA INTERNAL SERV. FUND					
Revenues	-	5,790	46,320	5,790	46,320
Expenditures	-	7,045	104,902	-	43,338
Rev. Over/(Under) Exp.	-	(1,255)	(58,582)	5,790	2,982
WATER/SEWER FUND**					
Revenues	11,867,418	951,116	7,725,673	852,543	7,894,709
Expenditures	11,867,418	1,648,199	11,975,358	586,655	7,782,764
Rev. Over/(Under) Exp.	-	(697,083)	(4,249,685)	265,888	111,945
DRUG FUND					
Revenues	9,500	581	2,164	91	34,367
Expenditures	9,500	-	2,000	-	37,335
Rev. Over/(Under) Exp.	-	581	164	91	(2,968)

*Prior General Fund included \$2.4 million State Grant revenue

**Includes significant receivables from County for waterlines and from the State for the generator project

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

DATE: April 13, 2026

AGENDA ITEM #: 1-A

SUBJECT: Special Financial Reports

1. Current Year Property Tax
2. Property Taxes Receivable Update
3. Local Sales Tax Collections
4. Health Reimbursement Account
5. Capital Projects Fund – Governmental
6. Jonesborough Locally Grown Activity

Town of Jonesborough
Current Year Property Tax Billing
As of February 28, 2026

	Current Tax Year (2025-26)	Prior Tax Year (2024-25)
<u>Property Appraised and Assessed Values</u>		
Real and Personal Property Value	1,110,290,852	1,043,498,550
Taxable Assessed Value	313,036,212	294,152,673
<u>Billings</u>		
Real and Personal	3,881,659	2,842,104
Public Utilities	44,491	33,046
Total Billings	3,926,150	2,875,150
Adjustments:		
Real and Personal Reductions	(2,287)	(8,921)
Real and Personal Pick-ups	12,707	2,040
Adjusted Tax Billing	3,936,570	2,868,269
Payments:		
Real, Personal and Public Utility	86.86% <u>(3,419,156)</u>	89.20% <u>(2,558,506)</u>
Property Tax Outstanding	13.14% <u>517,414</u>	10.80% <u>309,763</u>
Reconciliation to Open Tax Listing:		
Real and Personal	502,415	309,763
Public Utilities	14,999	-
Total Open Tax List	517,414	309,763
Difference	-	-

**Town of Jonesborough
Property Taxes Receivable
As of February 28, 2026**

Tax Year	Amount Billed	6/30/2025 Balance	Collected	Adjustments	2/28/2026 Balance	% Collected
2014	1,698,685	1,968	-	-	1,968	99.88%
2015	1,714,059	555	-	-	555	99.97%
2016	1,734,978	763	-	-	763	99.96%
2017	1,764,377	997	-	-	997	99.94%
2018	1,797,636	1,537	-	-	1,537	99.91%
2019	1,914,327	2,742	-	-	2,742	99.86%
2020	1,961,968	1,497	-	-	1,497	99.92%
2021	2,028,891	1,662	-	-	1,662	99.92%
2022	2,116,289	1,875	-	-	1,875	99.91%
2023	2,701,691	12,491	8,261	-	4,230	99.84%
2024	2,833,572	199,360	150,659	(1,143)	47,558	98.32%
Totals		\$ 225,447	\$ 158,920	\$ (1,143)	\$ 65,384	

2025 Real and Personal Taxes Billed	3,881,659	
2025 Public Utility Taxes Billed	44,491	
Collected Through 2/28/26	(3,419,156)	86.86%
Total Adjustments:		
Reductions	(2,287)	
Pick-ups	12,707	
Balance 2025 Property Taxes	<u>517,414</u>	
Total Outstanding Property Taxes	<u><u>582,798</u></u>	

**Town of Jonesborough
Comparative Local Sales Tax Collections**

Retail Sales Month	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	Current Month % Growth	YTD % Growth
July	\$ 149,814.99	\$ 146,797.86	\$ 154,758.39	\$ 181,234.32	\$ 221,930.41	\$ 226,386.30	\$ 236,685.00	\$ 228,015.45	\$ 249,036.85	9.22%	9.22%
August	137,299.17	157,323.64	157,863.60	181,244.01	189,478.07	211,229.31	226,332.76	237,636.05	255,783.97	7.64%	8.41%
September	151,571.87	161,151.69	159,074.80	178,788.96	207,002.17	226,466.35	249,969.62	219,475.66	256,460.57	16.85%	11.12%
October	137,782.95	149,448.62	151,882.16	184,195.31	196,842.35	223,709.37	240,092.90	259,434.92	266,979.65	2.91%	8.86%
November	142,968.58	151,202.03	153,617.36	183,608.84	214,268.95	238,699.54	260,527.63	256,064.50	265,657.21	3.75%	7.77%
December	159,458.04	169,082.03	177,127.90	213,896.25	233,742.11	259,640.04	262,136.42	273,278.72	305,413.09	11.76%	8.51%
January	127,416.58	135,234.22	140,781.81	179,991.50	190,334.77	212,252.13	217,489.76	221,093.81	245,893.21	11.22%	8.86%
February	127,945.05	134,822.85	142,290.13	164,213.28	184,027.14	199,473.61	218,860.17	213,941.08			
March	156,129.40	162,786.00	183,966.80	215,568.04	223,679.00	242,969.97	249,483.25	273,415.56			
April	149,219.62	156,558.86	183,153.95	204,688.52	222,063.76	320,646.71	259,799.65	267,895.51			
May	156,267.02	167,495.96	196,546.46	214,867.25	238,459.96	246,079.54	239,414.08	260,001.34			
June	164,321.92	170,764.62	195,799.56	197,429.44	244,631.05	251,601.07	252,570.61	254,520.70			
Totals	\$ 1,760,195.19	\$ 1,862,668.38	\$ 1,996,862.92	\$ 2,299,725.72	\$ 2,566,459.74	\$ 2,859,153.94	\$ 2,913,361.85	\$ 2,964,773.30	\$ 1,845,224.55		

2025-26 Budget 3,094,600.00
Budgeted Growth 129,826.70
% Budgeted Growth 4.38%

Town of Jonesborough
Health Reimbursement Account
2025-26 Fiscal Year

Date	Fund			Total	Balance
	General	Solid Waste	Water/Sewer		
July Deposit	2,730.00	750.00	2,310.00	5,790.00	157,974.17
7/8/2025	(1,504.65)		(1,265.70)	(2,770.35)	155,203.82
7/14/2025	(328.47)		(149.02)	(477.49)	154,726.33
7/21/2025	(237.72)		(2,498.48)	(2,736.20)	151,990.13
7/28/2025	(53.33)		(6,204.09)	(6,257.42)	145,732.71
7/31/2025	605.83	750.00	(7,807.29)	(6,451.46)	
August Deposit	2,730.00	750.00	2,310.00	5,790.00	151,522.71
8/4/2025	(647.99)		(110.53)	(758.52)	150,764.19
8/11/2025	(499.13)		(1,401.22)	(1,900.35)	148,863.84
8/18/2025	(1,828.67)		(4,167.87)	(5,996.54)	142,867.30
8/25/2025	(5,725.43)		(208.04)	(5,933.47)	136,933.83
8/31/2025	(5,365.39)	1,500.00	(11,384.95)	(15,250.34)	
September Deposit	2,730.00	750.00	2,310.00	5,790.00	142,723.83
9/2/2025	(963.35)		(1,659.88)	(2,623.23)	140,100.60
9/8/2025	(986.60)		(3,323.52)	(4,310.12)	135,790.48
9/15/2025	(6,151.02)		(4,202.56)	(10,353.58)	125,436.90
9/22/2025	(233.12)		(6,250.69)	(6,483.81)	118,953.09
9/29/2025	(1,471.45)		(2,384.67)	(3,856.12)	115,096.97
9/30/2025	(12,440.93)	2,250.00	(26,896.27)	(37,087.20)	
October Deposit	2,730.00	750.00	2,310.00	5,790.00	120,886.97
10/6/2025	(546.76)		(187.89)	(734.65)	120,152.32
10/14/2025	(913.46)		(522.30)	(1,435.76)	118,716.56
10/20/2025	(71.40)		(473.49)	(544.89)	118,171.67
10/27/2025	(2,411.29)		(349.83)	(2,761.12)	115,410.55
10/31/2025	(13,653.84)	3,000.00	(26,119.78)	(36,773.62)	
November Deposit	2,730.00	750.00	2,310.00	5,790.00	121,200.55
11/3/2025	(1,875.94)		(46.72)	(1,922.66)	119,277.89
11/10/2025	(844.47)		(791.24)	(1,635.71)	117,642.18
11/17/2025	(243.75)		(787.47)	(1,031.22)	116,610.96
11/24/2025	(2,031.87)		(753.71)	(2,785.58)	113,825.38
11/30/2025	(15,919.87)	3,750.00	(26,188.92)	(38,358.79)	

Town of Jonesborough
Health Reimbursement Account
2025-26 Fiscal Year

Date	Fund			Total	Balance
	General	Solid Waste	Water/Sewer		
December Deposit	2,730.00	750.00	2,310.00	5,790.00	119,615.38
12/1/2025	(1,407.78)		(321.22)	(1,729.00)	117,886.38
12/8/2025	(314.28)		(2,498.88)	(2,813.16)	115,073.22
12/15/2025	(8,264.37)		(216.82)	(8,481.19)	106,592.03
12/22/2025	(2,251.83)		(169.95)	(2,421.78)	104,170.25
12/29/2025	(5,895.04)		(1,033.65)	(6,928.69)	97,241.56
12/31/2025	(31,323.17)	4,500.00	(28,119.44)	(54,942.61)	
January Deposit	2,730.00	750.00	2,310.00	5,790.00	103,031.56
1/5/2026	(395.30)		(449.92)	(845.22)	102,186.34
1/12/2026	(379.85)		(210.13)	(589.98)	101,596.36
1/20/2026	(19.34)	(5,278.36)	(123.87)	(5,421.57)	96,174.79
1/26/2026	(1,164.15)		(153.95)	(1,318.10)	94,856.69
1/31/2026	(30,551.81)	(28.36)	(26,747.31)	(57,327.48)	
February Deposit	2,730.00	750.00	2,310.00	5,790.00	100,646.69
2/2/2026		5,278.36	(86.78)	5,191.58	105,838.27
2/9/2026		(5,278.36)	(5,148.79)	(10,427.15)	95,411.12
2/17/2026	(931.45)		-	(931.45)	94,479.67
2/23/2026	(566.11)		(311.44)	(877.55)	93,602.12
2/28/2026	(29,319.37)	721.64	(29,984.32)	(58,582.05)	
6/30/2025 Balance			152,184.17		
Year-to-date HRA Contributions			46,320.00		
Year-to-date HRA Claims			(104,902.05)		
2/28/2026 Balance			<u>93,602.12</u>		

Town of Jonesborough
Capital Projects Fund
Fiscal Year 2025-26
As of February 28, 2026

Account Number	Description	Department	Funding Source	Budget	Year-to-Date			Budget Remaining
					Revenue To-Date	Spent To-Date	Transfers	
Equipment								
310-47500-941-42200*	1 Fire Take Home Vehicle	Fire	Debt	65,000.00				65,000.00
310-47500-942-43100	Mini Excavator w/boom	Streets	Debt	65,000.00	65,000.00	89,721.41	27,017.60	2,296.19
310-47500-942-43100	Used Backhoe Loader	Streets	Debt	60,000.00	60,000.00		(60,000.00)	-
310-47500-942-43100	Trailer for Mini Excavator	Streets	Debt		-	14,995.00	14,995.00	-
310-47500-942-43100	Milling Machine	Streets	Debt		-	17,987.40	17,987.40	-
310-47500-942-44400	Lawn Mower	Parks & Rec	Debt	12,000.00	12,000.00			12,000.00
310-47500-942-44400	Gator for Tiger Park	Parks & Rec	Debt	15,000.00	15,000.00	12,799.00		2,201.00
310-47500-942-44400	Pressure Washer	Parks & Rec	Debt	5,000.00	5,000.00			5,000.00
310-47500-945-42100	2nd 9-1-1 Line	Police	Debt	74,884.00	74,884.00			74,884.00
310-47500-949-42100	Special Event Equipment	Police	Debt	35,000.00	35,000.00			35,000.00
310-47500-949-42200	Fit Test Machine	Fire	Debt	14,000.00	14,000.00	14,674.60		(674.60)
310-47500-949-WETLD	Pool Heater	Wetlands	Debt	50,000.00	50,000.00	24,499.00	(25,501.00)	-
310-47500-952	3 Police Vehicles	Police	Auction	186,927.00	217,655.00	189,762.57		(2,835.57)
310-47500-952-Debt*	9 Police Vehicles	Police	Debt	560,783.00				560,783.00
310-47500-954-42100	Radio Replacement	Police	Debt	443,355.00	443,355.00	63,664.40		379,690.60
310-47500-954-42200	11 Portable Radios	Fire	Debt	68,310.00	68,310.00	87,020.86		(18,710.86)
310-47500-954-42200	3 Mobile Radios	Fire	Debt	22,125.00	22,125.00			22,125.00
Total Equipment				1,677,384.00	1,082,329.00	515,124.24	(25,501.00)	1,136,758.76

*Capital Outlay Note in last half of fiscal year; deferred principal and interest payments

Town of Jonesborough
Capital Projects Fund
Fiscal Year 2025-26
As of February 28, 2026

Account Number	Description	Department	Funding Source	Budget	Year-to-Date			Budget Remaining	
					Revenue To-Date	Spent To-Date	Transfers		
Projects									
310-47510-910-41500	Land - 217 W College St	Gen. Admin.	Debt/CapEq	-		251,638.21	25,501.00	(86,928.98)	Move Senior Funds
			Debt				86,900.00		
			Debt				122,708.26		
310-47510-929-41500	ISC HVAC Replacement	Gen. Admin.	Debt	100,000.00	100,000.00			100,000.00	
310-47510-929-41500-150	ISC Exterior Deck Renov	Gen. Admin.	Grant	-		45,360.00		(45,360.00)	Downtown Imp Grant
310-47510-929-43170	Exhaust Evacuation Syst	Garage	Debt	56,841.00	56,841.00			56,841.00	
310-47510-929-43170	Lift Replacement	Garage	Debt	61,420.00	61,420.00			61,420.00	
310-47510-929-44400	Bathroom Upgrade	Parks & Rec	Debt	10,000.00	10,000.00	10,652.02		(652.02)	
310-47510-929-44400	Tiger Park Storage Unit	Parks & Rec	Debt	15,000.00	15,000.00			15,000.00	
310-47510-929-44491	Window Replacement	McKinney	Debt	54,500.00	54,500.00			54,500.00	
310-47510-929-44491	Soundproof Curtalns	McKinney	Debt	10,000.00	10,000.00			10,000.00	
		McKinney	Grant	-	99,655.00			-	TN State Museum Grant
310-47510-929-47210	Restroom Remodel	Tourism	Debt	150,000.00	150,000.00			150,000.00	
310-47510-929-47210	Office Renovation	Tourism	Debt	50,000.00	50,000.00			50,000.00	
310-47510-931-43100	Resurfacing	Streets	Debt	500,000.00	500,000.00	84,902.70		415,097.30	
310-47510-931-43100	Connector Road	Streets	Debt	130,900.00	130,900.00		(44,000.00)	-	
			Debt				(86,900.00)	-	
310-47510-931-43100	Traffic Signal Study	Streets	Debt	-		24,340.00	44,000.00	19,660.00	
310-47510-931-44320	Stairway - Parking Lot	Senior Ctr	Debt/Grant	15,000.00	15,000.00	19,484.00		(7,484.00)	\$15,000 grant coming
310-47510-933-41500	Sidewalks	Gen. Admin.	Debt/Gov \$	100,000.00	100,000.00	148,686.41		(48,686.41)	Include \$22,770.49 overag
310-47510-937-44400	Ballfields	Parks & Rec	Reserve	135,500.00				135,500.00	
310-47510-937-44490	Park Fencing	Wetlands	Debt	20,000.00	20,000.00			20,000.00	
310-47510-937-44490	Roofing	Wetlands	Debt	50,000.00	50,000.00			50,000.00	
310-47510-937-44490	Pump Room Repl	Wetlands	Debt	350,000.00	350,000.00	147,645.69	(122,708.26)	79,646.05	Bid w/staff doing demo
310-47510-939-41500	Dumpster Pad-Jackson	Gen. Admin.	Debt	50,000.00	50,000.00			50,000.00	
310-47510-939-41500-150	Exterior Wall Renov-Stage	Gen. Admin.	Grant	-		60,705.00		(60,705.00)	Downtown Imp Grant
	Door, JRT, Jackson, ISC								
310-47510-992-43100	Streets Building	Streets	Debt	50,000.00	50,000.00	37,624.16		12,375.84	
Total Projects				1,909,161.00	1,873,316.00	831,038.19	25,501.00	1,103,623.81	
Total Capital Projects Fund				3,586,545.00	2,955,645.00	1,346,162.43	-	2,240,382.57	

Profit and Loss by Class
Jonesborough Locally Grown
 January 1-February 28, 2026

Distribution account	Boone St Mkt	Farmers Mkt	Locally Grown	Total
Income				
Fundraising Events				
Special Dinners/Events			2,461.32	2,461.32
Sponsorships		750.00		750.00
Total for Fundraising Events		750.00	2,461.32	\$3,211.32
Grants				
FMPP (USDA)			10,039.97	10,039.97
Total for Grants			10,039.97	\$10,039.97
Memberships	595.00		1,631.73	2,226.73
Other Contributions				
Credit card cash back			150.00	150.00
Donation - general	50.00		5,929.88	5,979.88
Donations - designated	400.00			400.00
Farm Fresh Fit Walking Program		550.00		550.00
Interest Earned			72.83	72.83
Total for Other Contributions	450.00	550.00	6,152.71	\$7,152.71
Program Service Revenue				
Local food sales	32,837.22	64.00		32,901.22
BSM Kitchen Sales	2,801.30			2,801.30
DTC Sales	18,926.20			18,926.20
DUFB Reimbursement		31.00		31.00
Token Sales for FM		200.00		200.00
Wholesale Sales	11,656.13			11,656.13
Total for Local food sales	66,220.85	295.00		\$66,515.85
Program Fee Income				
Vendor Fees	763.30	927.50		1,690.80
Total for Program Fee Income	763.30	927.50		\$1,690.80

Total for Program Service Revenue	86,984.15	1,222.60	\$68,208.66
Sales of Promotional Products (Merchandise)	39.00		39.00

Total for Income	86,984.15	1,222.60	20,285.74	\$68,979.39
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Expenses

Administrative				
Accounting Fees		80.00		80.00
Donor Management Software Fee/Expense		886.55		886.55
Insurance				
Board of Directors Insurance (Mt. Vernon/USLI)		168.20		168.20
Total for Insurance		168.20		\$168.20

Postage, Mailing Service		7.24		7.24
Professional memberships		805.00		805.00
Taxes and License Fees		5,745.28		5,745.28
Sales Tax Paid	2,526.00			2,526.00
Total for Taxes and License Fees	2,526.00	5,745.26		\$8,271.26
Total for Administrative	2,526.00	7,692.25		\$10,218.26

Facilities and Equipment				
Property Expense				
Furnishings	2,077.00			2,077.00
Maintenance and Repair Costs	381.65			381.65
Total for Property Expense	2,458.65			\$2,458.65

Utilities				
Electric	1,678.64			1,678.64
Gas	361.36			361.36
Phone/Internet	101.99			101.99
Water	236.80			236.80
Total for Utilities	2,378.79			\$2,378.79

Total for Facilities and Equipment	4,837.44			\$4,837.44
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Operations				
Bank and Credit Card Fees	1,688.92	7.03	254.30	1,950.25
Program Expense (food)				
DTC	37,903.03			37,903.03

Kitchen	2,586.16		2,586.16
Wholesale	20,067.22		20,067.22
Total for Program Expense (food)	60,558.41		\$60,558.41
Program Expense (non-food)			
Token Payments for FM		444.00	444.00
Total for Program Expense (non-food)		444.00	\$444.00
Promotions			
Advertising		239.20	239.20
Total for Promotions		239.20	\$239.20
Service Expenses			
Dishwasher	349.72		349.72
Kitchen Linens	310.00		310.00
Pest Control	42.00		42.00
Shopkeep	358.00		358.00
Total for Service Expenses	1,059.72		\$1,059.72
Special Dinner Expenses		47.29	47.29
Supplies			
Food Service Consumables	237.95		237.95
Kitchen Supplies	79.76		79.76
Office Supplies	184.95	75.09	260.04
Paper Products	111.24		111.24
Total for Supplies	613.90	75.09	\$688.99
Total for Operations	63,918.95	451.03	\$64,985.86
Personnel Expenses	29.00		29.00
Employees			
Hourly	13,180.30	6,042.84	19,223.14
Salaried			
IRA match	453.24	451.70	904.94
Total for Salaried	453.24	451.70	\$904.94
Total for Employees	13,633.54	6,494.54	\$20,128.08
Total for Personnel Expenses	13,662.54	6,494.54	\$20,157.08
Total for Expenses	84,944.63	451.03	\$100,198.63

Net Operating Income	-16,876.78	2,071.47	5,483.06	-\$9,322.25
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Cash Basis Monday, March 09, 2026 01:05 PM GMTZ

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

DATE: April 13, 2026

AGENDA ITEM #: 1-B

SUBJECT: Debt Report

BACKGROUND:

After issuing debt, State law requires us to file a Debt Report with the State Division of Local Government Finance in the Comptroller's Office. We must also file a copy with the local governing body.

Attached is the Report on Debt Obligation filed with the Comptroller's Office for the \$37,818,000.00 Water System Revenue and Tax Bond Anticipation Note at an interest rate of 2.92%. This interim financing funds the construction of the new Water Treatment Plant until the permanent financing is closed through USDA. The attached report was approved by the Comptroller's Office and emailed to the Mayor and Aldermen on March 10th.

RECOMMENDATION:

No action is required; this item is "information only".



Report On Debt Obligation

Entity and Debt Information		
Entity Name		
Town of Jonesborough		
Entity Address		
123 Boone Street Jonesborough, Tennessee 37659-1390		
Debt Issue Name		
Water System Revenue and Tax Bond Anticipation Note		
Series Year		
2026		
Debt Issue Face Amount		
\$37,818,000.00		
Face Amount Premium or Discount?		
N/A		
Tax Status		
Tax - Exempt		
Interest Type		True Interest Cost(TIC)
True Interest Cost (TIC)		2.92%
Debt Obligation		
Note - Tax and Revenue Anticipation Note		
Moody's Rating	Standard & Poor's Rating	Fitch Rating
Unrated	Unrated	Unrated
Other Rating Agency Name		Other Rating Agency Rating
N/A		N/A
Security		
General Obligation + Revenue		
Type of Sale Per Authorizing Document		
Informal Bid		
Dated Date	Issue/Closing Date	Final Maturity Date
3/6/2026	3/6/2026	3/1/2028

Debt Purpose

Purpose	Percentage	Description
Utilities	100%	Construction of water treatment plant for Town's water system
Education	0%	N/A
General Government	0%	N/A
Other	0%	N/A
Refunding	0%	N/A

Cost of Issuance and Professionals

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Financial Advisor Fees	\$46,500.00	N/A	Raymond James & Associates, Inc.
Legal Fees - Bond Counsel	\$46,500.00	N/A	Adams and Reese LLP
Legal Fees - Bank Counsel	\$10,000.00	N/A	Bradley Arant Boult Cummings LLP
TOTAL COSTS	\$103,000.00		

Maturity Dates, Amounts, and Interest Rates

Comments

Year	Amount	Interest Rate
2028	\$37,818,000.00	2.920
TOTAL AMOUNT	\$37,818,000.00	

See final page for Submission Details and Signatures

Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>?

Not Applicable

Signature - Chief Executive or Finance Officer of the Public Entity

Name

Kelly Wolfe

Title/Position

Mayor

Email

jjennings@jonesboroughtn.org

Alternate Email

N/A

Signature - Preparer (Submitter) of This Form

Name

Cynthia M. Barnett

Title/Position

Attorney

Email

cindy.barnett@arlaw.com

Alternate Email

N/A

Relationship to Public Entity

Bond Counsel

Organization

Adams and Reese LLP

Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

Verify Form Accuracy

Date to be Presented at Public Meeting

04/13/2026

Date to be emailed/mailed to members of the governing body

03/09/2026

Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.

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

DATE: April 13, 2026 **AGENDA ITEM #:** 2

SUBJECT: Mayor Communications

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

DATE: April 13, 2026 **AGENDA ITEM #:** 2-A

SUBJECT: Mayor Communications - Employee of the Month

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

Consent Agenda
1

DATE: April 13, 2026

AGENDA ITEM #: _____

SUBJECT: Approval of Minutes

- March 16, 2026 Regular Meeting Minutes

**BOARD OF MAYOR AND ALDERMEN
PUBLIC HEARING**

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

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

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

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

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

March 16, 2026 – 6:00 PM

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

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

Upon call of the roll those present were: Mayor Kelly Wolfe, Alderman Virginia Causey, Alderman Terry Counterline, Alderman Adam Dickson, and Alderman Zac Jenkins. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Janet Jennings, Operations Manager Craig Ford, and Attorney Jim Wheeler.

The next item was the Consent Agenda. Mayor Wolfe asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda. Alderman Causey asked to have item 11. Town Event Music On The Square pulled for further discussion and clarification/changes to road closure location. Alderman Jenkins recused himself from the vote on consent agenda due to a conflict of interest. Alderman Causey made a motion to pull item 11 for further discussion and approve the remaining consent agenda items as presented. Alderman Dickson seconded the motion. The motion was duly passed.

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

Check Register - General Fund - February 2026

02/04/26	115562 - 115599	\$	83,143.00
02/10/26	115600	\$	9,229.89
02/04/26	115574 - void	\$	(200.00)
02/11/26	115521 - void	\$	(80.20)
02/13/26	115601 - 115713	\$	192,472.52
02/19/26	115077 - void	\$	(610.00)
02/19/26	115714	\$	34,098.33
02/20/26	115686 - void	\$	(768.90)
02/20/26	115715 - 115784	\$	211,647.08
02/23/26	115437 - void	\$	(8,797.14)
02/23/26	115785	\$	8,797.14
02/26/26	115513 - void	\$	(250.00)
02/26/26	115769 - void	\$	(160.00)
02/26/26	115786 - 115800	\$	52,207.03
		\$	580,728.76

Check Register- Water Fund February 2026

02/04/26	70090 - 70104	\$	335,408.07
02/10/26	70105	\$	4,125.58
02/13/26	70106 - 70155	\$	194,975.83
02/19/26	70156	\$	77,458.40
02/20/26	70157 - 70171	\$	73,256.98
02/23/26	70011 - void	\$	(8,791.95)
02/23/26	70172	\$	8,791.95
02/23/26	70173 - 70177	\$	4,815.50
		\$	690,040.36

Check Register -Sanitation Fund - February 2026

02/04/26	10998 - 11001	\$	1,272.38
02/10/26	11002	\$	37.98
02/13/26	11003 - 11012	\$	29,901.05
02/20/26	11013 - 11018	\$	17,471.91
02/23/26	10980 - void	\$	(5.68)
02/23/26	11019	\$	5.68
02/26/26	11020	\$	10,000.00
		\$	58,683.32

3. Approve the following Town Administrator Report:

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

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

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

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

4. Approve the following Operations Manager Report:

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

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

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

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

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

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

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

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

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

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

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

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

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



Seasonal Manager

Grade: 6

Adopted: March 2026

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

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

Duties:

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

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

Qualifications

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

Experience

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



Team Member

Grade: 1

Adopted: March 2026

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

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

Duties:

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

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

Qualifications

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

Experience

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



Head Lifeguard

Grade: 4

Adopted: March 2026

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

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

Duties:

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

Qualifications

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

Experience

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



Lifeguard

Grade: 3

Adopted: March 2026

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

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

Duties:

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

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

Qualifications

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

Experience

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



Slide Attendant

Grade: 2

Adopted: March 2026

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

Duties:

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

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

Qualifications

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

Experience

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

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

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

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



HOUSE MANAGER, JACKSON THEATRE

JOB STATUS: NON-EXEMPT

DATE MODIFIED: MARCH 9, 2026

GRADE 5

DEFINITION

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

SUPERVISION RECEIVED AND EXERCISED

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

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS

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

Essential Function:

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

Marginal Functions:

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

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

KNOWLEDGE SKILLS AND ABILITIES

Knowledge of:

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

Skill in:

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

Ability to:

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

REQUIRED QUALIFICATIONS:

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

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

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

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

Environment:

Task is regularly performed indoors with limited exterior work.

Mental:

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

Vision:

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

Hearing:

Hear in the normal audio range with or without correction.



HOST I- JACKSON THEATRE

JOB STATUS: NON-EXEMPT

DATE MODIFIED: MARCH 9, 2026

GRADE 1

DEFINITION

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

SUPERVISION RECEIVED AND EXERCISED

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

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS

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

Essential Function:

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

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

Marginal Functions:

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

KNOWLEDGE SKILLS AND ABILITIES

Knowledge of:

- Computer utilization includes specific programs, Microsoft programs.

Skill in:

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

Ability to:

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

REQUIRED QUALIFICATIONS:

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

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

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

Environment:

Task is regularly performed indoors with limited exterior work.

Mental:

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

Vision:

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

Hearing:

Hear in the normal audio range with or without correction.

**HOST II JACKSON THEATRE**

JOB STATUS: NON-EXEMPT

DATE MODIFIED: MARCH 9, 2026

GRADE I

DEFINITION

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

SUPERVISION RECEIVED AND EXERCISED

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

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS

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

Essential Function:

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

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

Marginal Functions:

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

KNOWLEDGE SKILLS AND ABILITIES

Knowledge of:

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

Skill in:

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

Ability to:

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

REQUIRED QUALIFICATIONS:

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

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

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

Environment:

Task is regularly performed indoors with limited exterior work.

Mental:

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

Vision:

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

Hearing:

Hear in the normal audio range with or without correction.

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

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

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

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

TOWN OF JONESBOROUGH

DEPARTMENT OF PARKS AND RECREATION

CONCESSION AGREEMENT

This Concession Stand Agreement (“Agreement”) is made this ___ day of, _____ 20___, by and between:

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

Collectively referred to as the “Parties.”

1. PURPOSE AND PREMISES

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

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

2. TERM

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

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

3. OPERATIONS, HOURS AND EVENTS

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

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

4. EXCLUSIVE SUPPLY OBLIGATIONS

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

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

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

5. BUILDING, EQUIPMENT & MAINTENANCE

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

5.2 Concessionaire Responsibilities – Damage & Cleaning:

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

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

6. TRASH, SANITATION & AREA CLEANUP

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

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

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

7. COMPLIANCE WITH LAWS, PERMITS & HEALTH REQUIREMENTS

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

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

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

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

8. INSURANCE, INDEMNITY & LIABILITY

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

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

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

9. FINANCIAL TERMS / PAYMENTS / REPORTS

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

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

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

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

9A. PAYMENT SYSTEM, RECONCILIATION, AND REPORTING

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

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

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

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

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

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

10. PERFORMANCE STANDARDS AND DEFAULTS

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

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

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

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

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

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

11. TERMINATION

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

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

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

12. OTHER GENERAL PROVISIONS

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

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

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

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

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

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

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

CONCESSIONAIRE

LESSOR

By: _____

Name: _____

KELLY WOLFE, MAYOR

Title: _____

Date: _____

Date

JANET JENNINGS, RECORDER

Date

APPROVED AS TO FORM: _____

JAMES R. WHEELER, TOWN ATTORNEY

Date

Exhibit A – Inventory of Town-provided Equipment

(Will be added after project is complete)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSURANCE, INDEMNITY & LIABILITY

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

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

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

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

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

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

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

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

TERM OF CONTRACT. Term of this lease is for the 2026 season and will run from March 16, 2026, through June 30, 2026.

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

Executed on this day of 16th day of March 2026.

LESSEE

LESSOR

CONCESSIONAIRE

Kelly Wolfe, MAYOR

Date

Date

Address: _____

Phone: _____

JANET JENNINGS, RECORDER

Date

APPROVED AS TO FORM:

JAMES R. WHEELER, TOWN ATTORNEY

Date

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

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

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

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

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

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

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



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


KELLY WOLFE, MAYOR

ATTEST:


JANET JENNINGS, RECORDER

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

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

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

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

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

The were no Old Business items discussed.

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

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

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

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

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

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

RESOLUTION NO. 2026-09

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

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

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

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

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

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

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


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

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

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

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

TOWN OF JONESBOROUGH



Kelly Wolfe, Mayor

ATTEST:

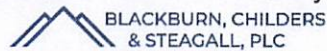

Janet Jennings, Town Recorder

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

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

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

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



February 16, 2026

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

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

Audit Scope and Objectives

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

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

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

1) Supplemental Section

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Audit Procedures – Internal Control

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

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

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

Audit Procedures – Compliance

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

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

Other Services

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

Responsibilities of Management for the Financial Statements and Single Audit

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

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

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

Town of Jonesborough, Tennessee
Page 7

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

The audit documentation for this engagement is the property of Blackburn, Childers & Steagall, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.
Town of Jonesborough, Tennessee
Page 9

If requested, access to such audit documentation will be provided under the supervision of Blackburn, Childers & Steagall, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

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

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

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

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

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

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

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

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

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

Reporting

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

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

Town of Jonesborough, Tennessee
Page 11

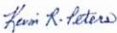
The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance.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

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

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

Very truly yours,

BLACKBURN, CHILDERS & STEAGALL, PLC


Kevin R. Peters, CPA
Member of the Firm

RESPONSE:

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

By: _____

Title: _____

Date: _____

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

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

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

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

SECTION 1.

DEFINITIONS:

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

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

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

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

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

SECTION 2.

GRANT OF FRANCHISE:

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

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

SECTION 3.

TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

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

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

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

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

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

SECTION 4.

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

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

SECTION 5.

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

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

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

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

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

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

SECTION 6.

DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

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

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

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

SECTION 7.

SERVICE TO NEW AREAS.

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

SECTION 8.

BREACH OF FRANCHISE; REMEDIES:

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

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

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

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

SECTION 9.

ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the ___ day of _____, 2026.

JONESBOROUGH, TENNESSEE

By: _____
Kelly Wolfe, Mayor

ATTEST:

Janet Jennings, Town Recorder

ATMOS ENERGY CORPORATION

BY: _____
J. Kevin Dobbs, President
Kentucky/Mid-States Division

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

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

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

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

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

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

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

ORDINANCE NO. _____

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

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

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

Sec. 11-503. – Definitions:

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

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

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

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

Yard, Location, and Separation Distances

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

Noise Performance Standards

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

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

Water Usage and Wastewater Sustainability

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

Electrical Demand and Grid Impact

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

Annual Reporting

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

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

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

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

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

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

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

Those voting against: _____

PASSED ON FIRST READING _____

KELLY WOLFE, MAYOR

ATTEST:

JANET JENNINGS, RECORDER

APPROVED AS TO FORM

JAMES R. WHEELER, TOWN ATTORNEY

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

Those voting against: _____

PASSED ON SECOND READING _____

KELLY WOLFE, MAYOR

ATTEST:

JANET JENNINGS, RECORDER

APPROVED AS TO FORM

JAMES R. WHEELER, TOWN ATTORNEY

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

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

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

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

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

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

Mayor Wolfe adjourned the meeting at 7:16 pm.

JANET JENNINGS, RECORDER

KELLY WOLFE, MAYOR

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

Consent Agenda
2

DATE: April 13, 2026

AGENDA ITEM _____

SUBJECT: Approval of Bills

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
		\$	904,772.60

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)
		\$	2,353,459.74

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
		\$	23,009.87

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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 3

SUBJECT: Town Administrator Report

TOWN ADMINISTRATOR MONTHLY REPORT - MARCH 2026

- 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 30th.
- Participated in the BMA FY27 Budget Work Session held on March 30th 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 21st 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.

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

Consent Agenda

4

DATE: April 13, 2026

AGENDA ITEM #: _____

SUBJECT: Operations Manager Report

MEMORANDUM

To: Glenn Rosenoff, Town Administrator
From: Craig Ford, Operations Manager
Ref: March 2026 Monthly Report
Date: April 07, 2026

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.

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

DATE: April 13, 2026

AGENDA ITEM #: Consent Agenda
5

SUBJECT: Committee Reports

- HZC Minutes – February 26, 2026
- HZC Minutes – March 12, 2026
- Planning Commission Minutes – February 17, 2026
- Chuckey Depot – March 12, 2026
- Main Street Board – January 20, 2026
- McKinney Center Advisory Committee – March 19, 2026
- Senior Citizens Advisory Committee – November 20, 2025
- Senior Citizens Advisory Committee – February 26, 2026
- Flag Committee Minutes – March 27, 2026
- Flag Committee Chairman Report – April 2026

Historic Zoning Commission

Jonesborough Town Hall – Board Room

123 Boone Street, Jonesborough, TN

February 26, 2026 – 6:00 PM

Minutes

Roll call noting the presence of a quorum, additions to the agenda, or any conflicts of interest with items on the agenda.

Members Present: Frank Collins, Rebecca Moss, Chad Hylton Herman Jenkins, Michael Kieta, Brian Ponder

Members Absent: Nita VanTil, Marcy Hawley, Matt Kehn

Call to Order

Chair, Frank Collins, called the meeting to order at 6:00 PM.

Item I: Public Comments

No comments made.

Addition to Agenda

Chairman Frank Collins requested that a motion be made to add 103 North First Avenue, to the agenda, as requested by Herman Jenkins, property owner, for the replacement of a chain link fence.

Motion: Brian Ponder made a motion to approve adding to the agenda 103 North First Avenue to the agenda, seconded by Rebecca Moss. Motion passed unanimously.

Item II. New Business:

111 E. Main St. – Owner: Steve Bacon

Presenter: Steve Bacon

Request to address issues with rear of building including moving utilities, repairing a brick wall, replacing a window with a door, replacing the other window, improving the drainage, and adding a rear deck. Steve Bacon addressed the Commission and requested approval to re-route the gas lines, gas meter, the electric lines and HVAC, located on the rear of the building, and put in new sleeves to go under a new deck. Mr. Bacon said he will come to the March 26, 2026 HZC meeting with a proposal and plans for the repair to the brick wall, the windows, drainage, and the new deck.

Motion: Michael Kieta made a motion to approve as presented, seconded by Rebecca Moss. Motion passed unanimously.

236 E Main St. – Owner: Zac & Katrina Jenkins

Presenter: Zac Jenkins

(1) Request to create a privacy fence to hide the propane tanks on the side of the house. The fence will be 4' in height by 4' out from the brick wall by 3' parallel to the brick wall. Materials will be 1"x6" pressure treated Yellow Pine, placed horizontally on 4"x4" posts, and will not hid the basement windows.

- (2) Request to create a privacy fence to hide HVAC unit. Fence will be 3' tall and 6' long starting at the corner of the home using 4x4 posts. Fence will not be stained for the present time and a stain/paint color will be presented at future meeting.
- (3) Request to add a lean-to on the rear of the garage. The roof line will start below the existing exhaust vent and extend the entire length of the wall. 2 footers will be poured for the far end and the garage side will be attached by screwing into the existing studs. The measurements are 10' which is the width of the rear of the building by 12"9'. 4x4 pressure treated posts will be used and when properly dried painted to match the garage. The roof will be 5-V to match the existing as well as the slope. The proposed height of the structure is approximately 11 feet.

Motion: Brian Ponder made a motion to approve as presented, seconded by Chad Hylton. Motion passed unanimously.

Courthouse West Parking Lot – Owner: Washington County Presenter: Frank Collins
Request to build enclosure for two dumpsters that serve two restaurants, Jackson Prime, and Main St. Café. The dumpsters eliminate the need for up to 16 trash bins placed behind the restaurants. Enclosure brick to match brick on the town restrooms. Enclosure to be 24 feet wide and 12 feet deep. Brick walls to be 8 feet tall and will match the brick of the downtown restroom building. Gate will be black metal with metal poles. Six new shrubs or four new small evergreen trees will be added to landscape the structure. Enclosure will be partially dug into hill. The hill on which the railroad track sits will shield the view from Woodrow Ave. From W Main St, the enclosure will be mostly behind existing structures.

Motion: Herman Jenkins made a motion to approve as presented, seconded by Brian Ponder. Motion passed unanimously.

Herman Jenkins recused himself from acting as a Commissioner.

103 N First Avenue – Owner, Herman & Beverly Jenkins Presenter: Herman Jenkins
Request to replace the chain link fence at the left side of the house with a tobacco stick fence matching the existing fencing on the right side.

Motion: Brian Ponder made a motion to approve as presented, seconded by Michael Kieta. Motion passed unanimously.

Herman Jenkins rejoined the meeting.

Item III: Old Business

No discussion.

Item IV: Expedited

None

Item V: Property Designation Committee

No. discussion.

Item VI: Demolition by Neglect Update

To protect historic properties in the Jonesborough H-1 and H-2 overlay zones, the Historic Zoning Commission periodically identifies properties that are showing significant neglect that compromises their long-term viability. Once identified, the HZC requests that the building inspector to give a professional opinion about issues impacting the property.

The following property owners were contacted in the past about their properties experiencing conditions qualifying as Demolition by Neglect. The status of each was discussed below.

- **208 W. Woodrow Ave. – Owner AMEZ Church**

Due to a non-existent title, the process for the town to acquire the property will take much longer than expected. It could take more than six months. Town attorney will ask the Church representative for permission to stabilize the property while the ownership exchange continues to progress.

- **215 W. Woodrow Ave. – Owners: John & Charlene Buchanan**

Owner removed the rear addition that was collapsing. Chairman communicated the owner to ask about the timetable for the rear addition. Chairman will research if the addition plans were provided and approved over two years ago as indicated by the owner. The Owner plans to finish rebuilding the front porch after the rear addition is completed.

- **117 Spring St. – Owner: Allyson Wilkerson**

Owner addressed the overgrown vegetation that was further damaging the building. Owner will present a plan and timetable in early 2026 to repair and repair the exterior of the structure.

2/22/26 – Owner is working on a plan and asked to delay presenting it until May 2026.

- **239 E. Main St. – Owner: Mikki Henley**

Owner removed the rotten lower part of the front porch, and the two rear additions. Owner addressed issues with the foundation. Owner will present a plan and timetable during the first half of 2026 for more exterior repair and to add a rear addition.

- **209 W. Main St. – Owner: Gemma Velaquez**

Owner agreed to make the exterior repairs shown on the Building Inspector's report. Invasive animals have returned to the property and the owner has contracted a wildlife company to set traps and secure entry points. She said she has been in contact with contractors to secure quotes, but may have to have different contractors complete different jobs (roof, deck, stairs, etc.)

- **512 W. Main St. – Owner: Marie Cooper Nelson**

Owner's son, Steve Guthrie contacted the Chairman on January 15. He repaired the window where the glass was missing and addressed most of the overgrown vegetation. He has scheduled the gutters to be replaced with like material (standard white gutter). When the temperature is suitable in the Spring they will look into having the bare wood and peeling paint addressed.

- **204 W. Main St. – Owners: Donald Dale & Elizabeth Foxx**

Volunteers helped the owner stabilize the brick outbuilding in the rear of the property. The rotten wood and overgrown vegetation were removed. The outbuilding is now in a state where it can be rebuilt in the future. Owner agreed to address the main house including the hole in the rear, the peeling paint and bare wood, the overgrown vegetation, and the failing gutter and will provide an update by April 2026.

- **129 E. Main St. – Owner: Jeff Gurley**

Owner was to meet with contractors about the failing brick, separating walls, the PVC drainage pipe, and the bare wood windowsills. Owner was to provide and update in January 2026. Recently, the town received a safety complaint about bricks that have fallen from the building to the sidewalk. Chairman to visit owner on 2/24 to ask for an update. Will bring building inspector along.

- **505 W. Main St. – Owner: William & Barbara Stout**

The owner has agreed to repair the upper and lower parts of the porch within the next twelve months. The HZC will monitor progress during the year and ask for an update later in the year.

- **306 S. Cherokee St. – Owner: Nestor Levotch**

Owner agreed to repair the porch, repaint siding, and make other structural repairs. Will provide an update on progress in April 2026.

- **102 W. Woodrow Ave. (2 buildings) – Owner: Parson's Brew LLC**

Co-Owner Scott Andrew contacted Chairman Frank Collins. They will meet the afternoon of 2/24 to discuss the items and timetable for repairs to be made on the two buildings at 102 W Woodrow Ave. Chairman Frank Collins and Building Inspector Kevin Fair, met with Scott Andrew and addressed safety items at the Parsons Table and the Widow Brown's roof. Chairman Collins said Mr. Andrew agreed to take care of the safety items at this time, and other items will be addressed after March 2027, due to TN Hills Distillery focusing on the completion of their building at the Pinnacle in Bristol, TN.

Item VII: Future Items

The following information is provided to help keep track of future items.

- a) 100 Oak Grove Ave. – Jackson Park Church may want to expand parking lot.
- b) 211 W Main St. – Will present plan to repaint & repair steeple.
- c) 113 Spring St. – Will request window replacement in March.

Item VIII: HZC Database

Amy Collins continues to work with Chris Pape, GIS Planning Analyst, to put the Jonesborough Historic Zoning Commission database online. Logins for the nine commission members and selected town officials have been requested. Final adjustments are being made for a rollout in early March.

Item IX: Additions to the H-1 & H-2 Overlay Zones

Six small areas will be discussed as additions to the H-1 & H-2 overlay zones. The first few areas will be discussed on March 12. Photos and year-built will be presented. A few properties have expressed an interest about becoming part of the historic district. The HZC discussions about areas and properties are an idea that could later turn into a recommendation.

The actual process would require several steps with public readings and the BMA.

Item X: Municipal Code Violations

Chairman Collins will meet on Monday, March 9 with town representatives Glenn Rosenoff, Angie Charles, Zac Jenkins, Kevin Fair, and Bill Kennedy to discuss enforcement of the Municipal Code.

There are issues throughout town within and outside of the Historic District. The items of interest within the historic district include oversized temporary signs (6 sq ft max), temporary signs that are displayed more than 30 days, and string lighting. The HZC via the BMA implemented guidelines that allowed an exemption to the Municipal Code to allow string lights during two holiday periods. However, some businesses have kept string lights up past the period that ended January 31. In addition, some businesses and non-profits have put up temporary vinyl signs that exceed the 6 square foot maximum stated in the Municipal Code. Some signs are about 18 square feet. Discussion was held in regard to the replacement bulbs of the downtown street lights and the Christmas lights in some of the windows of the downtown businesses.

Item XI: Commissioner Comments

Next meeting is Thursday, March 12, 2026.

Item XII: Approval of Minutes

Approval of the HZC meeting minutes for February 12, 2026.

Motion: Herman Jenkins made a motion to approve the minutes, seconded by Rebecca Moss. Motion passed unanimously.

With there being no further business Chairman Frank Collins adjourned the meeting.

Historic Zoning Commission

Jonesborough Town Hall – Board Room

123 Boone Street, Jonesborough, TN

March 12, 2026 – 6:00 PM

Minutes

Roll call noting the presence of a quorum, additions to the agenda, or any conflicts of interest with items on the agenda.

Members Present: Frank Collins, Nita VanTil, Rebecca Moss, Marcy Hawley, Chad Hylton, Herman Jenkins, Michael Kieta, Brian Ponder

Members Absent: Matt Kehn

Call to Order

Chair, Frank Collins, called the meeting to order at 6:00 PM.

Item I: Public Comments

No comments made.

Addition to Agenda

Chairman Collins requested that a motion be made to add 233 E Main St. to the agenda.

Motion: Frank Collins made a motion to add 233 E Main to the agenda, seconded by Nita VanTil. Motion passed unanimously.

Item II. New Business:

203 S Cherokee St. – Owner: Jennifer Geer

Presenter: Frank Collins

The duplex was built in 1945 and is currently considered non-contributing. The prospective buyer contacted Chairman Frank Collins and asked requested approval to repair the front porch decking with either the same wood materials and color or with composite, replace the old driveway asphalt with new asphalt, brick or a combination of both, adding brick to the side staircase, and removing the chimney. The porch floor is not visible from street level. Guidelines do not permit the removal of chimneys. The chimney adds character to the house, it is appropriate for the age of the home, appears to be in good condition and is visible from the street.

Motion: Nita VanTil made a motion to approve the deck flooring as long as it is the same type of wood and color, if the owner decides to use composite decking a sample of the product will need to be presented to the commission for approval, approval of adding brick to the side staircase, and approval for new asphalt, brick or a combination of both for the driveway, with a preference of brick being used. Demolition of the chimney is not approved. Brian Ponder seconded the motion. The motion passed unanimously.

233 E Main St. – Owner/Presenter: Michael Kieta

The owner requested approval to make necessary roof repairs. The hip-valley style is too narrow and needs the ridge caps replaced. The ridge caps will be the same material and color but wider. Small gables will be constructed behind chimneys to shed water more efficiently.

Michael Kieta recused himself from the vote.

Motion: Nita VanTil made a motion to approve as presented, seconded by Herman Jenkins. Motion passed unanimously.

Item III: Old Business

215 W Woodrow Ave. – Owners: John & Charlene Buchanan Presenter: Frank Collins
Extension request for plans for addition approved in February 2023. HZC approval is only good for one year, so an extension is necessary. The owner continues to work on the addition. The roof was left open to the elements after the addition was removed. There was discussion about concerns of the hole allowing water to enter the property causing damage. The owner emailed Chairman Frank Collins and stated that the open area provides ventilation inside the property and helps dry out the water that enters it more quickly and that no damage is being caused from the hole in the roof. The commission requested that a meeting with the owner at the subject property be scheduled to review and discuss the roof opening further. Chairman Frank Collins will contact the owner to schedule the meeting.

Motion: Rebecca Moss made a motion to extend the Addition request approved in February 2023 as presented, seconded by Michael Kieta. Motion passed unanimously.

Item IV: Expedited

111 W Main St. – Owner: Jackson Prime

Request for a sandwich board to be used for special events. The size and material guidelines and need for an outdoor use permit forwarded to the owner. Owner also asked about putting two table umbrellas on their rear porch which was approved by Chairman Frank Collins as not a typical HZC item. The item received expedited approval granted by Frank Collins and Nita VanTil.

105 Courthouse Square – Owner: Smoky Grass Station

Request for a sandwich board. The size and material guidelines and need for an outdoor use permit forwarded to the owner. The owner was notified to complete the outdoor use permit and to submit it to the town for approval by the BMA. Expedited approval granted by Frank Collins and Matt Kehn.

Item V: Property Designation Committee

Nita VanTil reported that she has received all evaluation forms. She has started compiling the data. The team will review contributing vs non-contributing. Commissioners stated that it would be beneficial to include some of the historical facts about the properties if known.

Item VI: Demolition by Neglect Update

To protect historic properties in the Jonesborough H-1 and H-2 overlay zones, the Historic Zoning Commission periodically identifies properties that are showing significant neglect that compromises their long-term viability. Once identified, the HZC requests that the building inspector to give a professional opinion about issues impacting the property.

The following property owners were contacted in the past about their properties experiencing conditions qualifying as Demolition by Neglect. The status of each was discussed below.

- **208 W. Woodrow Ave. – Owner AMEZ Church**

Due to a non-existent title, the process for the town to acquire the property will take much longer than expected. Paint and some siding is in very bad condition, however, the town cannot address these issues until they take ownership.

- **117 Spring St. – Owner: Allyson Wilkerson**

Owner addressed the overgrown vegetation that was further damaging the building. Owner will present a plan and timetable in early 2026 to repair and repair the exterior of the structure. The owner is currently working on a plan and asked to delay presenting it until May 2026.

- **239 E. Main St. – Owner: Mikki Henley**

Owner removed the rotten lower part of the front porch, and the two rear additions. Owner is currently addressing issues with the foundation. Owner will present a plan and timetable during the first half of 2026 for more exterior repair and to add a rear addition.

- **209 W. Main St. – Owner: Gemma Velaquez**

Owner previously agreed to make the exterior repairs shown on the Building Inspector's report. The owner is not local and has not made the repairs because of difficulty finding affordable tradesmen to complete the work. The Owner stated that she contracted a wildlife company to again remove the racoons and other invasive animals from the home.

- **512 W. Main St. – Owner: Marie Cooper Nelson**

Owner and son will address the bare wood and peeling paint in the near future.

- **204 W. Main St. – Owners: Donald Dale & Elizabeth Foxx**

Volunteers helped the owner stabilize the brick outbuilding in the rear of the property. The rotten wood and overgrown vegetation were removed. The original brick walls remain. The structure is now in a state where it can be rebuilt in the future. HZC members requested that a roof or sealant be placed on the exposed brick to preserve the brick. Owner agreed to address the main house including the hole in the rear, the peeling paint and bare wood, the overgrown vegetation, and the failing gutter and will provide an update by April 2026.

- **129 E. Main St. – Owner: Jeff Gurley**

Owner stated that he will have the brick work completed by May 2026. Chairman is not clear about how the brick company will address the separating brick walls. The owner received an estimate for painting, but the estimate was too high. The owner asked the Chairman for painter recommendations. Windowsills that are bare wood are the primary HZC concern. The owner is working with the town regarding a façade grant that will match up to \$2,500 of the expense. Recently, the town received a safety complaint about bricks that have fallen from the building onto the sidewalk. Brick pieces were observed on the sidewalk. The Town Building Inspector wrote a letter to the owner as a follow-up to an onsite meeting with Owner and Chairman Frank Collins to reiterate the situation requires immediate remediation. The letter informed the owner that he needed to provide an update on his intended timeline for repairs by March 13.

- **505 W. Main St. – Owner: William & Barbara Stout**

The owner has agreed to repair the upper and lower parts of the porch within the next twelve months. The HZC will monitor progress during the year and ask for an update later in the year.

- **102 W. Woodrow Ave. (2 buildings) – Owner: Parson’s Brew LLC**

Chairman Frank Collins and Building Inspector Kevin Fair met with the Co-Owner Scott Andrew. Mr. Andrew agreed to address items pointed out as safety concerns by the building inspector. Mr. Andrew agreed to fix holes in the roof where water is entering the structure. Owners do not want to address other repairs for the property at this time as they are focused on their Bristol location. They also want to confirm one or two items with the town. After March 2027, they will consider further repairs and restoration.

- **306 S. Cherokee St. – Owner: Nestor Levotch**

Owner agreed to repair the porch, repaint siding, and make other structural repairs. Will provide an update on progress in April 2026.

Item VII: Future Items

The following information is provided to help keep track of future items.

- a) 100 Oak Grove Ave. – Jackson Park Church may want to expand parking lot.
- b) 211 W Main St. – Will present plan to repaint & repair steeple.
- c) 113 Spring St. – Will request window replacement in March.

Item VIII: Additions to the H-1 and H-2 Overlay Zones

To be considered for addition to the H-1 and H-2 Overlay Zone the properties need to be contiguous to the current overlay zones. Spring Street properties that were discussed included: 205, 209, 213, 216, 217, 218, 219, 222, 223, 224, 225, 226, 227, 228, 229, 231, 232, 233, 301, and 304. Commissioners agreed that potentially including Spring Street properties through 304 Spring Street in the overlay zone would be beneficial.

Item IX: Municipal Code Enforcement

Chairman Collins updated the group on a recent meeting he attended with Town Officials to discuss Municipal Code Enforcement of signage, temporary signage and lighting. There are issues throughout the town inside and outside of the Historic District. The items of interest within the historic district include oversized temporary signs (6 square feet maximum per code), temporary signs that are displayed more than 30 days, and string lighting. The HZC via the BMA implemented guidelines that allowed an exemption to the Municipal Code to allow string lights during two holiday periods. However, several businesses have kept their Christmas lights up well past the period that ended January 31. In addition, some businesses and non-profits have put up temporary vinyl signs that exceed the maximum of 6 square foot stated in the Municipal Code. The Town Administrator is going to schedule a meeting to discuss guidelines and assign a Town Staff member to enforce violations. The Town plans to address signage violations first, followed by lighting violations.

Item X: Commissioner Comments

The next scheduled HZC meeting is March 26, 2026.

The Town has announced the possibility of adding decorative wraps to electric boxes. If any wraps plan to be added to boxes located within the Historic District, they will be presented to the HZC for approval.

Item XI: Approval of Minutes

Approval of February 26, 2026, minutes.

Motion: Herman Jenkins made a motion to approve the minutes, seconded by Brian Ponder. Motion passed unanimously.

Chair, Frank Collins, adjourned the meeting.

JONESBOROUGH PLANNING COMMISSION

MINUTES – FEBRUARY 17, 2026

The Jonesborough Planning Commission met in a regular meeting on Tuesday, February 17, 2026, at 6:00 p.m., in the Board Room at Town Hall, 123 Boone Street, Jonesborough, Tennessee.

Members Present: Tom Foster – Chairman, Frank Collins, Josh Conger, Terry Coutermine, Darrell Fowler, Bill Graham, Robin Harpe, Richie Hayward, Jim Rhein

Staff Present: Angie Charles, Glenn Rosenoff, Kevin Fair, JW Greene, Donna Freeman

Chairman Tom Foster called the meeting to order and noted a quorum was present. Josh Conger led the group in Prayer and Chairman Tom Foster led in the pledge to the Flag.

Chairman Foster opened the Public Hearing for the Subdivision Regulation Amendments for Vesting Legislation, and asked if there were any comments. There were no comments. Chairman Foster closed the Public Hearing.

- 1. Public Comments** - There were none
- 2. Approval of Minutes – Meeting of January 20, 2026**

The motion to approve the minutes of the January 20, 2026 meeting as presented, was made by Josh Conger, seconded by Robin Harpe and duly passed.

- 3. Subdivision Regulation Amendments for Vesting Legislation**

During the 2025 legislative session, two bills were passed regarding vesting rights. The proposed amendments are intended to bring the Town's Zoning and Subdivision Regulations into compliance with the new regulations. The first legislation (SB1313/HB1326) changes the starting date of the vesting period. Vesting rights allow a development project to continue to construction regardless of whether the Town's codes or zoning have changed before work has begun. Under the Town's current regulations, the three-year vesting period for a site plan or subdivision begins on the date it receives approval. For example, the vesting period for a subdivision begins on the date the preliminary plat is approved by the Planning Commission. Under the State's new legislation, the vesting period would begin on the date the development plans (site plan/subdivision) are submitted to the Town for approval. The second legislation (SB773/HB735) prevents the vesting period of an approved development plan or building permit from expiring because it was held up due to litigation. If there is litigation, the clock on the vesting period stops until all litigation has been settled. Once the appeals period has expired, the vesting clock starts up again. The regulations are as follows:

SUBDIVISION REGULATIONS
Article II. PROCEDURE FOR PLAT APPROVAL

C. Preliminary Subdivision Plan

D. Vesting Rights

1. To avoid undue hardship, a preliminary subdivision plat shall be considered vested for a period of three (3) years from the date of the preliminary plat, submitted, provided it substantially complies by meeting the Town's requirements at that time. The vesting period shall be extended an additional two (2) years, provided site preparation has begun during the initial three-year period. If construction commences and the developer maintains all necessary permits, the preliminary plat remains vested for a period not to exceed ten (10) years from the date of original approval.

The vesting period for an approved subdivision may be extended as deemed advisable by the Planning Commission. Developments involving multiple phases are vested for a period of fifteen (15) years.

Type of Project	Vesting Period	Required Action
Preliminary Plat	3 years	From date of Preliminary Plat submittal
	2 additional years	Site preparation has commenced
	5 additional years (not to exceed a total of 10 years)	Construction commences and developer maintains all permits
Multi-phase Subdivisions	15 years	Complete construction for each phase, maintains necessary permits

2. In addition, the vesting period of a subdivision shall not expire earlier than three years following the later of the:
 - A. The date on which the appeal period for challenging such approval or issuance, respectively, has expired; or
 - B. The date on which all appeals of such approval or issuance, respectively, have been exhausted.

E. Final Plat

Chairman Foster read the staff recommendation for the approval of the text amendment to the Subdivision Regulations, and asked Commissioners if they had any questions or comments, and with there being none called for a motion.

Motion: Bill Graham made the motion to approve the text amendment to the Subdivision Regulations as presented. Richie Hayward seconded the motion and it was duly passed.

**4 Washington County Text Amendment – Vesting Rights
Presented by: Angie Charles**

The following text amendment is recommended to the Washington County Zoning Resolution. The purpose of this amendment is to establish necessary information regarding vesting rights for site plans. Vesting allows a development project to continue regardless of changes in regulations. Vesting rights are a typical component in many municipal and county regulations; however, the Washington County Zoning Resolution is currently silent on the topic. The proposed amendment also addresses recent State legislation. The first of which (SB1313 / HB1326) changes the start of the vesting period from the date of approval to the date of submittal. The second (SB773/HB735) prevents the vesting period from expiring due to ongoing litigation.

Text Amendment

**Proposed Amendment to the
Washington County Zoning Resolution**

The following text amendment is recommended to the Washington County Zoning Resolution. The purpose of this amendment is to establish necessary information regarding vesting rights for site plans. Vesting allows a development project to continue regardless of changes in regulations. Vesting rights are a typical component in many municipal and county regulations, however, the Washington County Zoning Resolution is currently silent on the topic.

The proposed amendment also addresses recent State legislation. The first of which (SB1313 / HB1326) changes the start of the vesting period from the date of approval to the date of submittal. The second (SB773 / HB735) prevents the vesting period from expiring due to ongoing litigation.

**ARTICLE V
GENERAL PROVISIONS**

511.-Vesting Rights

511.1 To avoid undue hardship, a site plan shall be considered vested for a period of three (3) years from the date of site plan submittal, provided it is in substantial compliance with the applicable requirements at *the time of submittal*. The vesting period shall be extended an additional two (2) years, provided site preparation has begun during the initial three-year period. If construction commences and the developer maintains all necessary permits, the site plan remains vested for a period not to exceed ten (10) years from the date of original submittal. The vesting

period for an approved site plan may be extended as deemed advisable by the Planning Commission. Developments involving multiple phases are vested for a period of fifteen (15) years.

Type of Project	Vesting Period	Required Action
Site Plan	3 years	From date of Site Plan submittal
	2 additional years	Site preparation has commenced
	5 additional years (not to exceed a total of 10 years)	Construction commences and developer maintains all permits
Multi-Phase Site Plan	15 years	Complete construction for each phase, maintains necessary permits

511.2 In addition, the vesting period of a site plan shall not expire earlier than three years from the following:

- a. The date on which the appeal period for challenging such approval or issuance, respectively, has expired, or
- b. The date on which all appeals of such approval or issuance, respectively, have been exhausted.

512. Site Plan Regulations

14. Administrative Approval for Site Plans

Chairman Foster read the staff recommendation for the approval of the text amendment as submitted, and asked Commissioners if they had any questions or comments, and with there being none called for a motion.

Motion: Jim Rhein made the motion to approve the text amendment as presented, Darrell Fowler seconded the motion and it was duly passed.

5. Final Plat – Replat of Patterson Property, Hairetown Road and Meadowlark Drive Presented by: Cody Patterson, 121 Meadowlark Drive

The proposed subdivision is located on Washington County Tax Map 51 Parcel 216 and Tax Map 51G Group B Parcel 30, and consists of 6.8 acres. The plat depicts three lots, located off Hairetown Rd and Meadowlark Dr. The property is situated outside the Town's corporate limits, zoned R-1 and A-1 in Washington County. All proposed lots exceed the minimum lot size requirements of the districts. This is a minor plat, as no new infrastructure is proposed. The lots will be served by an existing public street, public water, and private (septic) sewer.

Chairman Foster read the staff recommendation for approval of the replat of the Patterson Property final plat as submitted, and asked Commissioners if they had any questions or comments, and with there being none called for a motion.

Motion: The motion to approve the replat of the Patterson Property final plat as submitted was made by Josh conger, seconded by Robin Harpe and duly passed.

6. Chairman Foster said the request for the final plat for the division of the Wolfe Development GP Property, Hairetown Road has been withdrawn by the property owner and will be presented at future meeting.

**7. Site Plan Revision – Trailblazer Coffee, East Jackson Boulevard
Presented by: Kelly Kitts, 925 Prospect Rd, Bristol, TN**

The site plan, approved in December, accommodates a proposed drive-thru coffee shop on a 1.13-acre tract on E. Jackson Blvd, zoned B-3 (Arterial Business).

The revised plan includes the following changes:

- Building has been shifted to the rear of the site by appx. 13' and west by appx. 25'.
- Parking has been rearranged as shown. The proposed parking count has been reduced by one space. The Property Information block on Sh. C-00 & C-11 have been updated.
- An electronic order board has been added to the outside order lane.
- Catch Basin CB1 has been shifted appx. 7' southeast.
- By losing one parking space and changing the parking space orientation to 90 degrees, the disturbed and impervious areas have remained the same from the previous design. No changes to the stormwater design are required for this revised layout.
- No changes to the building area, floorplan, or exterior finishes have occurred as a result of this site plan revision.

Note: The revised plans have been reviewed by Todd Wood, P.E., and are recommended for approval, meeting all requirements.

Chairman Foster read the staff recommendation for the approval of the Trailblazer Coffee revised site plan as submitted, and asked Commissioners if they had any questions, and with there being none called for a motion.

Motion: Jim Rhein made the motion to approve the revised site plan for Trailblazer Coffee as submitted. The motion was seconded by Josh Conger and duly passed.

8. Final Plat – Chapman’s Reserve Phase 2 Subdivision

The proposed subdivision consists of 11.35 acres. The plat depicts 33 lots and three new public streets (Easton Wy, Alex Run, and Jay Henry Drive), located off E. Main Street and presently identified as Tax Map 52N Group C Parcel 8. The property is located inside the Town’s corporate limits, zoned B-3, which allows single-family and two-family (duplex) residences. All lots exceed the minimum 6,000-sq.ft. lot size requirement. The lots are served with newly installed public water and sewer. The new public streets include 0.414 miles in length and have 24-ft pavement width within 50-ft right-of-way. In keeping with the Preliminary Plat approval, there are sidewalks on one side of the streets, and a fee in lieu of sidewalks on the other side of the streets for \$17,200. Due to the size of the development, stormwater controls and water quality devices are required; therefore, a stormwater pond is located in an open space area. There are no variances to the Subdivision Regulations associated with the plat. The developer is requesting approval of the plans as submitted.

Note: At the time of Preliminary Plat approval, on May 20, 2025, the Planning Commission approved a motion “directing staff and the developer to work on a fire gate, traffic calming and an exit strategy options prior to the road being constructed.” To date, the streets have been designed and constructed so as not to require traffic calming measures, and a fire gate, which would prohibit access to East Jackson Boulevard/Highway 11-E, has not been provided. The Town’s staff concern has been that the new subdivision road, Easton Way, may potentially become a throughway connection between Highway 11-E and E. Main Street or vice versa. The attention provided by staff in this matter is to minimize issues that will potentially need to be addressed by the Town’s Board of Mayor and Aldermen if traffic pattern issues occur between the two mentioned roads.

Chairman Foster read the staff recommendation #1 for the approval of the Chapman’s Reserve Phase 2 Subdivision final plat as submitted and asked Commissioners if they had any questions. Glenn Rosenoff, Town Administrator, said that Town staff will monitor the development. There being no further comments, Chairman Foster called for a motion

Motion: Bill Graham made the motion to approve the Chapman’s Reserve Phase 2 Subdivision final plat as submitted, and with Town staff monitoring the development. Richie Hayward seconded the motion and it was duly passed.

Chairman Foster read the staff recommendation #2 for the acceptance of the in-lieu of sidewalk fee in the amount of \$17,200.00, and asked Commissioners if they had any questions or comments, and with there being none called for a motion. Town staff noted that the developer has paid the \$17,200 in lieu of sidewalk fee

Motion: Bill Graham made the motion to accept of the in-lieu of sidewalk fee in the amount of \$17,200.00, Darrell Fowler seconded the motion and it was duly passed..

Chairman Foster recused himself from acting as a Commissioner and Vice Chairman Jim Rhein presided the meeting.

9. Freestanding Signage – Chapman's Reserve Subdivision

Presented by: Tom Foster, Foster Signs, 146 N. Lincoln Ave, Jonesborough, TN

Two freestanding ground-mounted signs are proposed for the Chapman's Reserve subdivision development, located off E. Main St. The property is 11.35-ac in size, and zoned B-3 (arterial business district) and R-1 (low density residential district). The sign in the R-1 district (corner of E. Main St and Jay Henry Dr) meets the requirements outlined in Chapter 12 (Business and Advertising Signs), Section 11-1214.(1) for residential subdivisions. However, the same style sign to be located in the B-3 district (located off Chuck's Alley at the corner of the unnamed improved right-of-way and Easton Way) does not meet the monument style requirement for commercial districts. The signs will meet or exceed the 7.5-ft setback requirement from property lines and will not impact the sight triangles at intersections. Neither sign will extend more than 8-ft above the ground, nor exceed 32-sq.ft. in area. As per Section 11-1215, prior to a permit being issued by the Town, approval of the signage is required by the Planning Commission. Commissioners discussed the proposed signage and the question was raised about rezoning the B-3 section to R-1. Glenn Rosenoff said the B-3 cannot be rezoned due to the density; and the signage on the East Jackson side would need to be skirted.

Jim Rhein read the two staff recommendations: (1) Approval of the free-standing sign located off East Main Street as submitted; and (2) The sign to be placed at Easton Way does not meet the requirements; therefore, staff does not recommend its approval at this time.

Motion: Robin Harpe made the motion to approve the free-standing sign located off East Main Street as submitted, and disapprove the proposed sign at Easton Way. Frank Collins seconded the motion and it was duly passed.

With there being no further business for discussion, Vice Chairman Rhein adjourned the meeting.

Chuckey Depot Railroad Museum Update

On March 12th, the Chuckey Depot Railroad Museum opened its newest exhibit entitled *"The Clinchfield Railroad's Impact on Area Industries"*. This educational exhibit highlights how George L. Carter's Clinchfield Railroad facilitated the development of many industries in Johnson City, Kingsport and Erwin.

Visitors will learn how Carter, with his interest in developing industry along his railroad's route, fostered the creation of businesses that significantly boosted the economies of the three towns. These include: Southern Potteries Incorporated (the makers of famous Blue Ridge Pottery) in Erwin; the "Model Mill" and the East Tennessee State Normal School (ETSU) in Johnson City; and the literal birth of the city of Kingsport by encouraging the building of Portland Cement Company, Eastman Kodak (Eastman Chemicals), Mead Paper (Domtar) and Kingsport Brick Company (General Shale).

The Chuckey Depot Railroad Museum has enjoyed continued regular visitation over the last quarter, in spite of some very inclement weather which prompted our closure on several days for the safety of our hosts and the public. This last week leading up to Saturday's St. Patrick's Day celebration in town brought 126 visitors to the museum, with 79 of those visiting on that Saturday alone. The museum continues to benefit from such planned town events.

Although many of the museum's exhibit displays contain loaned items which have been obtained by the museum's Curator and through the Watauga Valley Railroad Historical Society's contacts, other interesting displays and supplies can come at a cost to the museum. The museum's Advisory Board is vigilant in being a good steward of those funds that have been raised through visitor donations and targeted fundraising events. The museum appreciates the continued support and encouragement of the Board of Mayor and Aldermen.

Main Street Jonesborough
Board of Directors
January 20, 2026 at 8:30 a.m.
Meeting Minutes

1. Review November Minutes

Motion by T; seconded by Theresa.

2. BMA Update from Alderman/Chairman Countertermine

Alderman Countertermine not present.

3. Marketing Report

Mitchell Calvin – Website

- 2025 Views: 39,200,000
- Jonesborough Days 2024: over 23,000
- Jonesborough Days 2025: over 30,000
- Christmas 2024: 11,000
- Christmas 2025: 24,000
- Live New Music (MOTS and Brews and Tunes) 2024: 12,000
- Live New Music (MOTS and Brews and Tunes) 2024: 19,000
- Harry Potter 2024: 8,000
- Harry Potter 2025: 7,000
- Halloween 2024: 5,000
- Halloween 2025: 4,000
- MAHM 2024: 3,500
- MAHM 2025: 12,000
- 1.61 million Google Impressions

Hannah Maultbay – Social Media

- Views: increased by 50% (increase could be from Christmas events)
- Top Performing Post: Christmas Parade with 96,000 views
- Top Performing Posts: Chocolate Fest
- Christmas – Reel posted each week with all events from departments/main street
- Push content with events in reels, posts, and stories

4. Updates from Cameo Waters

a. Digital Ad Report

- Target Cities: Greenville/Spartanburg/Asheville, Chatt., Charlotte, Knoxville
- Placement: Meta and Display
- Run Dates: 11/20/25 – 12/20/25
- Results: Over 500,000 impressions | 24,065 clicks | 4.45% CTR

Hosted two travel writers in May from Canada

- Had over 5.2 million impressions on their blog and social media
- They made a post about the area which included information about Jonesborough – it had 6.3 million views and 773,000 engagements
- Largest and best performing campaign of 2025

Featured in Tennessee Home and Farm

- Placed in nearly 300,000 homes in East Tennessee and it goes across the state
- Shared with pass along readership and their publication reaches 1.3 million people
- We've had lots of calls from people reading it
- Carol with the Eureka Inn shared she had bookings and people reference the information

b. Main Street Program Updates

New with the Tennessee and National Main Street Program – Booze Tracker, a property inventory tracker

- Helps identify vacant spaces
- Each Main Street in Tennessee must fill it out
- If anyone wants to see it or wants the information Cameo can send a link

Annual Main Street Report

- Required to do it through the state and national program
- Hold annual meetings at next meeting
- Big document but Cameo can send a copy and go over highlights
- At Annual meeting we will also vote for new members in
- 3 members will roll off the board or can be reelected – Pedro Rico, T Mcleod, and Anne Mason
- Could add The Jackson Theatre as a charter member since Amber is a large member
- Jerome is at large member but probably wants to step down
- Other at large member is Jennifer Wolfe

c. St. Paddy's Event Update

- Officially approved by BMA and will be on March 14, 11 a.m. to 6 p.m.
- Moved from ending at 7 p.m. to 6 p.m.
- A lot of the same events from previous years
- 6 Clydesdales from Bart Long Auctions
- Usually 15,000–20,000 and they waive the fee
- The Clydesdales will lead the parade
- St. Paddy's Parade is in its 3rd year and we are hoping it grows
- We are asking every board member to help recruit one float for the parade
- There will be prizes for the parade floats

d. Holiday Lights

- The holiday light committee will meet within the next couple of weeks
- We will go out to bid this year
- Amber liked the addition of garland on Fox Street and the courthouse

5. Tourism and Main Street Event Recap

a. Christmas in Olde Jonesborough Series – Isabel Hawley – Lopez

- Had five events including the Shop and Hop and Tree Lighting, Whoville Christmas, Doggone Christmas, Santa's Christmas Village, and the Church Stroll
- Jamsa said Doggone and the Church Stroll are usually slower – merchants said attendance seemed to be up those days compared to normal
- Shops Small Event on Friday was a Whoville Wholiday Shop and Hop with Grinch themed treats – attendance was good
- Whoville went great
- Doggone Christmas we added a free dog photo session with Jessica from the Photo Wagon and caricatures
- For next year, we are trying to get live reindeer at one of the events

6. Upcoming Events

a. February 6 Songwriters Event at The Jackson Theatre

- Songwriters perform their original song
- We are working with the state for next year because they chose The Jackson Theatre as a showcase round
- All the people from the qualifying round in our area will come to Jonesborough

b. February 13–14 Chocolate Fest

- Live ice sculptures on Saturday
- Up to 15 treat spots

c. March 14 St. Paddy's Festival

d. March 20 Music on the Square Fundraiser

- Sent a call for donations

e. March 28 Easter Eggstravaganza

- Isabel ordered 5,000 eggs
- Older kids to younger to hide the eggs better for the older kids
- Lisa Friday will be the Easter Bunny
- Lisa asked for a volunteer to help put the kids in her lap

Isabel shared the 2026 Event List.

7. Updates from Theresa Hammons at the McKinney Center

- MLK Food Drive ended yesterday
- Close to 450 or 500 pounds of food to donate to JAMA
- Johnson City Schools and Washington County Schools MLK Day of Service Exhibit
- Anne has the first radio show and Gala on Monday on the 26th celebrating the 15th anniversary
- Registering for spring classes
- Membership drive starts in February

Update from Anne Mason – “The First and Last Town in Tennessee”

- Tickets are on sale
- Actively taking sponsorships
- Got a grant from the state museum that covers most of the expenses
- Cast of 30 people with ages from 7 to 80

8. Lisa Friday – Jeeps on Main

- Great weather
- Had 73 Jeeps – one came from Oregon
- This was the first time we had it in January because it’s normally on Labor Day
- Jeeps were a little under than last year but overall satisfied for January

9. Deborah Byrd – Locally Grown and Boone Street Market

- Winter Farmers Market once a month until April
- Regular Market starts in May
- Market and Mingle scheduled for last Saturday and then after that the first weekend of May
- Boone Street Market is planning a 100-mile dinner for Valentine’s Day

10. Lesley McDavid– International Storytelling Center

- Nothing till April
- Partnering with The Jackson Theatre
- Storytelling Live starts in May and lineup is almost completed

11. Amber Crumley – The Jackson Theatre

- Chuck Broski this weekend
- Songwriters’ Week
- Kelsey Waldon Feb 21
- Dueling Pianos Feb 27 – Sold out
- Trey Hensley hometown album release party March 7
- Four Leaf Peat March 13
- Jamsa sponsored Harry and the Hendersons
- Jamsa to sponsor during Chocolate Fest
- T sponsored movies – Restoring the Foundations, two left in the series
- Speakeasy Cinemas
- Audience picks on movies
- Two pay what you can events a month
- 250 celebration: interpreters, one movie a month, working with Heritage Alliance to get a speaker

12. Meeting Dates for 2026

- March 17
- May 19
- July 21
- September 15
- November 17
- **Adjournment**
Motion by T; second by Leslie.

March 19, 2026

Subject: Approval of Minutes

McKinney Center Advisory Committee Meeting

March 19, 2026

McKinney Center – in Person

Agenda Presentation

Attendance:

Advisory Committee Members: Richie Hayward, Pauline Douglas, Michelle Treece, Starlene Casey, Nancy Kavanaugh, Sharon Squibb. **McKinney Center Staff:** Theresa Hammons, Anne Mason, Martha Blaser, Breanna Walker-Schadler

A Quorum was established. McKinney Center Director called the meeting to order at 3:30pm.

Motion #1: (Hayward/McKinney) Motion to accept the minutes from the January Advisory Committee Meeting.

5 in favor/0 opposed/0 abstention. Motion carries.

Director Report:

All present reviewed the 2025 McKinney Center annual report. The director has met with the town administration to discuss 2026-2027 budget. Membership drive and luncheon will take place February 21st. Masterpiece Mingle tickets are now on sale for members.

Motion #2: (Squibb/Kavanaugh) Motion to accept the 2025 McKinney Center annual report.

5 in favor/0 opposed/0 abstention. Motion carries.

Motion #3: (Kavanaugh/Grogg) Motion to accept the Director Report.

5 in favor/0 opposed/0 abstention. Motion carries.

Outreach Report:

Outreach on social media is great because of classes, the radio show, and the play. We are asking for help with volunteers for the play. Nori Shaw and Skye McFarland will be attending the Appalachian Studies Association conference in March to present the Living Here Alumni Exhibit.

Motion #4: (Kavanaugh/Grogg) Motion to accept Outreach verbal report.

5 in favor/0 opposed/0 abstention. Motion carries.

StoryTown Report:

The StoryTown Radio Show opening gala has been moved to the March Radio Show due to inclement weather. There have been over 200 tickets sold for the 250th community play. There are plans to expand Listening Days in 2026 and to partner with the ISC.

Motion #5: (Kavanaugh/Grogg) Motion to accept StoryTown report.

5 in favor/0 opposed/0 abstention. Motion carries.

Visitation Report:

Visitation numbers will be up in February because of classes and the play. There are five rentals on the calendar for the month of February.

Motion #6: (Hayward/Squibb) Motion to accept Visitation report.

5 in favor/0 opposed/0 abstention. Motion carries.

Old Business:

There are two electrical wraps that the center is focusing on their first call for art. One downtown and the one in the McKinney Center parking lot. Board discussed what kind of wrap would be best for the one in the center parking lot.

Motion #7: (Grogg/Starlene) Motion for a consensus to look for collage of pictures that represent McKinney Center art and activities.

5 in favor/0 opposed/0 abstention. Motion carries.

New Business:

We have four committee members who will need to renew it in April. Crowns will wait until 2027.

Respectfully submitted by:

Breanna Walker-Schadler

JONESBOROUGH AREA SENIOR CITIZENS ADVISORY COMMITTEE

Minutes for November 20, 2025

Members Present: Joe Allison
Lorena Craddock
Phyllis Fabozzi
Charlene MacIntyre
Tom Pardue
Carlos Turriate
Mike Willis
Pat Wolfe
Hing Wong

Members Absent: Pauline Douglas

Senior Center Staff Present: Mary Regen

Next Meeting: January 22, 2026 at 4:00 p.m.

1. Call to Order:

Meeting was called to order by Tom Pardue. Pat Wolfe led the Committee in the Pledge of Allegiance and Tom Pardue led the Committee in Prayer.

2. Approval of Minutes

Minutes from the October 23, 2025 meeting were reviewed. A motion to approve was made by Lorena Craddock. Seconded by Phyllis Fabozzi. Approved by unanimous Committee vote.

3. Financial Accounts Review

Mary Regen provided handouts detailing October statement balances. Special projects balance through October is \$34,417.21. Up-to-date balance is \$24,132.27. Mary advised the larger difference in the balance is due to final payment made on the pool tables. First Horizon credit card statement was presented. MyRide account balance is \$3,977.97. Benevolence balance is \$1,399.12. Cafe Connection balance is \$2,601.09. Trip Fund is \$735.93. Craft Show tables/lunch/bake sale brought in \$2,093. Donations toward Veterans Lunch were \$750 of which \$611 remain. 35 of 40 Christmas Trees have been sold. Money will pay for trees and remainder toward Benevolence Fund. Membership count is 2,009. A motion to approve the October financial accounts was made by Pat Wolfe. Seconded by Mike Willis. Approved by unanimous Committee vote.

4. Old/Unfinished Business

There was no old, unfinished business to be reviewed.

5. New Business – 10-Year Anniversary

Mary reviewed plans for 10-Year Anniversary Celebration. Windows are being cleaned before the celebration. Hors D'oeuvres are being served. Local politicians invited to attend. Anniversary celebration will begin at the Center from 4:00 to 5:30 followed by tree lighting at Lincoln Park at 6:00 p.m. Kasey Marler from WJHL to light the trees.

6. New Business – Christmas Blessing Tree

Mary advised 104 names were put on the Blessing Tree and all were taken. A get-together to wrap the presents will be held December 11, 2025 at 9:00 a.m. On December 15, 2025, a party will be held at Bethel Housing. Most of the names on the tree were from Bethel. Other presents for Four Oaks Nursing Home and community shut-ins will be delivered.

7. New Business – New Pool Tables

Mary advised new pool tables have been delivered. A ribbon cutting was held on December 14th. Old tables were sold and removed.

8. New Business – Upcoming Events, Trips and Programs

Mary advised three trips to be launched for 2026. An email will be sent to membership next week. Trips will be to Mackinac Island, Charleston, and Canada/New England cruise. A cruise to Alaska to be planned for 2027. A new Walk with Ease Class to be introduced in the New Year. Lunch Bunch and Bowling to continue.

Motion to adjourn made by Hing Wong. Seconded by Pat Wolfe. Approved by unanimous Committee vote.

JONESBOROUGH AREA SENIOR CITIZENS ADVISORY COMMITTEE

Minutes for February 26, 2026

Members Present: Joe Allison
Lorena Craddock
Pauline Douglas
Phyllis Fabozzi
Charlene MacIntyre
Carlos Turriate
Pat Wolfe
Mike Willis
Hing Wong

Members Absent: Tom Pardue

Senior Center Staff Present: Mary Regen

Next Meeting: March 26, 2026 at 4:00 p.m.

1. Call to Order:

Meeting was called to order by Phyllis Fabozzi. Pat Wolfe led the Committee in the Pledge of Allegiance and Phyllis Fabozzi led the Committee in Prayer.

2. Approval of Minutes

Minutes from the January 22, 2026 meeting were reviewed. A motion to approve was made by Lorena Craddock. Seconded by Pauline Douglas. Approved by unanimous Committee vote.

3. Financial Accounts Review

Mary Regen provided handouts detailing January statement balances. Special projects balance through January was \$20,183.71. Up-to-date balance is \$19,758.49, of which \$13,513.36 is allocated. First Horizon credit card statement was presented. MyRide account balance is \$5,482.97. Benevolence balance is \$4,929.78. Cafe Connection balance is \$2,374.68. Trip Fund is \$725.93.

Mary also presented the new format for Meeting Notices and Agendas for future Committee meetings. The notice needs to be posted 48 hours in advance of meetings.

Membership count is 2,285. A motion to approve the January financial accounts was made by Pat Wolfe. Seconded by Hing Wong. Approved by unanimous Committee vote.

4. Old/Unfinished Business

There was no old, unfinished business to be reviewed.

5. New Business – Staff Changes

Mary advised Carol Clatterbuck has resigned effective February 27, 2026. 42 applications were received for the receptionist position. A conditional hire offer has been made to a candidate and should start on March 9, 2026 pending all town required screenings.

6. New Business – Membership Dues

Discussion was held on either increasing dues for the July 1, 2026 to June 30, 2027 fiscal year or keeping at current rate. Mary provided feedback on what funding is received from Town of Jonesborough and Washington County. A motion was made to keep Jonesborough city residents fee at \$20.00, increase Washington County residents fee to \$35.00, and increase all other areas outside Washington County to \$45.00. The motion to approve was made by Mike Willis. Seconded by Lorena Craddock. Approved by unanimous Committee vote.

7. New Business – Health Fair

Mary advised the Health Fair will be held April 22, 2026 from 9:00 a.m. to noon. Vendor table rentals were increased from \$150 to \$200. Promotion of the Health Fair will include a banner across Boone Street, posting on marquis sign in front of Visitor Center, table tents and appearance on WJHL.

8. New Business – Volunteer Appreciation

Mary advised the volunteer appreciation lunch would be held on May 15, 2026. Costume theme this year will be Super Hero.

9. New Business -- Upcoming Events, Trips and Programs

Mary advised on upcoming events/trips/programs including Knoxville Ice Bears, Barter Theater, Veterans Health Fair, Veterans Welcome Home. Hikes will be starting in April. Mary gave update on meeting held to answer questions about the upcoming Mackinac, New England Cruise, Charleston trips. Availability is being opened up to other centers and non-members in order to meet the number of people required for each trip.

Motion to adjourn made by Pat Wolfe. Seconded by Joe Allison. Approved by unanimous Committee vote.

Flag Committee Meeting Minutes from MARCH 27, 2026

Present: Ruth, Dana, Jen, Terry, Rick, Chris

FLAG MAINTENANCE/STORAGE:

Flag missing from Boone Street (B16) and College Street. Dana to replace. Dana reports that the 'old flags' didn't survive for more than 9 months. The flags from the new vendor, Grace Alley Flags, are holding up extremely well, and lasting more than a year. They have mild fading but still look amazing. Dana even washed a flag and it came out great. Also, no flags are ripping and tearing. Because of this superior quality, the committee will be able to forgo the warranty on the flags. This will save about \$5 per flag ordered from Grace Alley. That adds up! We have an abundance of flag holders in the inventory (160). The swivels sit in oil, and the lubrication does freeze so the ladies had some rough winter days with tangling, but that should be behind us now! Dana got a company to donate indelible ink in order to mark/identify the flags as property of Jonesborough. Dana/Rick to decide on best method going forward to permanently mark the poles/flags and not have the white paint numbers. This will be more aesthetically pleasing. No issues with flag storage. Dana wants to establish a 2x daily flag routine for flag maintenance. Committee will also ask for volunteers for flag walks/unfurling when the flags expand to areas outside the immediate downtown area.

FINANCIAL: (Presented by Chris)

Year to date revenue: \$7077 (as of 3/4/2026). Expenses year to date: \$3793.

2024-2025 revenue \$5929. Expenses \$5544

2023-2024 revenue \$2361. Expenses \$3256.

2022-2023 revenue \$510. Expenses \$3234.

Flag committee has been allocated \$3500, anything the committee raises we can keep, according to Janet Jennings. There is \$2000 in the reserve account.

FLAG EXPANSION:

Ruth is tasked with speaking to Mayor Joe Grandy as soon as possible. The committee would like to expand the flag program to include county property, i.e. the library and the courthouse parking lot. Trees will need to be trimmed in some of the library pole locations, which can be done by Parks and Rec. We would also like to expand the flags to the Senior Center and McKinney Center.

MISC:

The Flag retirement ceremony will be SUNDAY OCTOBER 25th at 2pm at Town Hall (as usual) Dana to create a hierarchy chart for the flag committee members, to assign/identify specific responsibilities. Jen will reach out to Grace Alley and ask about TN flags in our size of 2.5 x 4, and see if we can order from them. We can see if Rebecca Alexander will reimburse the flag committee cost for them, as she has been donating the current TN flags, but they are poor quality from Amazon. The flag thief was apprehended; he received a \$250 fine and no confinement. Ruth stepped down as Chairperson of the committee. Dana Helvey was unanimously voted in as new Chairman. Dana will write a formal thank you/letter of recommendation to Grace Alley for being a great partner/vendor to the flag program. They can put this on their website as a marketing item, and we can do the same. They also offer Jonesborough residents a 10% discount on flags, if you have a JBO address.

The code is JONESBOROUGH10.

NEXT COMMITTEE MEETING:

April 24th, 10am. Visitor's Center

Flag Committee Chairman's report - April, 2026

As evidenced in the attached financial and March 2026 meeting report, our Flag Committee financial house has been *placed in order*:

FINANCIAL:

Year to date revenue: \$7077 (as of 3/4/2026). Expenses year to date: \$3793. Projected additional income from renewals July 2026 = +\$2800.00

2024-2025 revenue \$5929. Expenses \$5544

2023-2024 revenue \$2361. Expenses \$3256.

2022-2023 revenue \$510. Expenses \$3234

This incredible turn-around has been mostly due to the efforts of Jen Richman, and Chris Kudera. Hat's off!

We have 146 US flags flying currently, and only 15 remain un-adopted (mostly in non-prime areas).

Chair Emeritus Ruth will be visiting with WA County Mayor Joe Grandy to receive approval for expansion of flag-flying areas on County-owned properties (Courthouse parking lot and Library for instance). Between WA County locations, and a variety of City locations, we have room for growth, and we have begun the planning process for that. The 4th Qtr of last year we were able to have locally welded 160 new flag holders at a great unit price, which we project will be totally installed by the end of summer. Those new holders were paid for in CY2025. I am projecting a \$5000.00 CY2026 increase of revenue from these new locations, with an additional \$4000.00 in CY 2027. We will have flag holders, swivels, and flags to purchase in 2026 to support expansion...I figure \$5000.00.

Summary....projected income CY 2026 \$13,000. Projected expenses CY 2026 \$8000.00

Our "totally US made" flag vendor, Grace Alley has been a key partner in our success. Previously we were lucky to get 9 months before a flag would be ripped up. We started to fly Grace Alley flags last January, and have experienced zero rips, stains, or excessive fading. This is saving the City almost \$2k annually in replacements. I'm thinking a letter of appreciation is in order?

We've enjoyed some great press lately, with JCP articles about the incoming, and outgoing Chairs of the Flag Committee

Dana Helvey

Chair, Jonesborough Flag Committee

takshot@aol.com

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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 6

SUBJECT: Supervisor Reports

1. McKinney Center
2. Visitor Center
3. Fire Department
4. Police Department
5. Building Inspector
6. Senior Center
7. Utilities
8. Parks & Recreation
9. Jackson Theatre
10. Human Resources
11. Street Department

Theresa Hammons, McKinney Center Director, Monthly Report – February 2026

PAST/ONGOING EVENTS

Spring 2026 – Our spring semester has went well. We have 228 registrations as of 3/31/26. 22 classes have made, not including all the one-on-one private lessons in voice, guitar, dulcimer, and fiddle. We did have to cancel 3 pottery classes due to an instructor’s unexpected health issue that will be a long-term concern. Bre and I cancelled the classes and issued refunds for the students. The student art exhibition will be on May 7. This is a wonderful time to celebrate all the work done by our students and faculty.

Summer 2026 – The summer camps were published the week of March 23.

Play-in-a-Week Camp	June 1-6	9am – 2pm
Artsploration	June 8-12	9am – noon
Pottery Studio 101	June 8-12	1pm – 4pm
Artsploration	June 22-26	9am - noon
Pottery Studio 202	June 22 – 26	1pm – 4pm

Play-in-a-Week Camp and Artsploration for K-3rd grades have already made and well on their way to being full. We’ve had 5 scholarships awarded already for summer camp.

Skye and Martha are working with the Heritage Alliance to offer a free table-top weaving class for children for free or exceptionally low cost for the month of May.

During the early part of March, I revised the summer camp budgets which impacts the registration fees. I worked out how much grant money we had left from Berea College’s award so that we could reduce the cost of summer camps. I have also spent time corresponding with camp instructors about camps, and I have been communicating with and interviewing new instructors for camp and for the fall semester. We will have a new camp instructor, Elizabeth House. I have set up interviews with 2 additional pottery instructors for the fall semester.

I’ve also spent time researching upcoming art and craft trends to offer new options in the fall.

Electrical Box Art Wrap – After sending out the press release and doing a TV interview and JC Press interview I found out that the town will not be able to wrap “electrical” boxes as planned. We can still wrap the “traffic” boxes. We have received 4 submissions so far. I hope that we will get more by April 20, which is the deadline. My Advisory Committee was extremely disappointed that the electrical boxes cannot be wrapped.

250th Play – This play went extremely well. It captured the attention of the NY Times! The play was featured in the published paper as well as the NY Times social media pages. This play was a huge effort for us. We must juggle classes and rehearsals and shows in a small building that has 3 useable rooms. During play time it is extremely crowded, but we make it work.

Everyone has helped clean up after the play, return costumes, put away props, etc. I have turned in payments and invoices, etc. We also had a school performance, and it was great! We had several homeschools present and Lamar's 5th grade social studies students.

250th Programming with the Jackson Theatre – We have rescheduled the dates for these events as requested by the Jackson Theatre board. Anne will be re-working 5 scenes from the play to highlight at the Jackson between June and October. Two events will be daytime school shows/opportunities. There will be music at each event as well. We are happy to work with Amber on this opportunity and to help spread the play throughout the year.

Website – I sent staff biography updates to Mitchell for the .org site and the mckinneycenter.com site. Bre also sent updates to Mitchell for the Home Page.

Radio Show Gala – March 23, 2026, 7pm. The gala which was moved from January went extremely well. It was close to selling out. There were smiling faces and compliments on the food! Skye had made a video capturing photos from the last 15 years of the radio show which was bittersweet. There were photos of members who passed away. There were also photos of some of our members who started out as children and are now in high school and college!

UPCOMING EVENTS

Ernest McKinney Day of Giving – April 2, 2026. We have had a series of videos that are leading up to the Day of Giving. This is a day for individuals to donate toward our scholarship program.

Washington County Public Schools Exhibition – April 9, 2026 – We expect a large crowd for the event.

Masterpiece Mingle – April 24 – This month I have sent out requests for art donations for this fundraising event. I have written a press release seeking art donations and we will begin our social media asks soon. Skye has updated the graphics and poster this past month and we will start marketing the event very soon. We have already sold 75 tickets to the event.

Washington County's Got Teen Talent – May 9 – I have attended two meetings this month regarding this event, March 9 and March 31. We are helping the Jackson Theatre, 4thirteen, JC Schools and Washington County Schools with this event. We have shared the call for submissions with all our contacts.

BUDGET, BUILDINGS, AND GROUNDS

Budget

- **State Preservation Grant** – I wrote and turned in the interim report for the TN State Preservation Grant which is supporting the cost of refurbishing our windows. I asked permission from the agency to use the remainder of the funds, if there are any, to

update our 2 main entrances with an automatic door opener and they granted us permission to do so. I will be working on getting quotes for that soon.

- **Berea College Traditional Arts Grant** – I am currently working on the interim report for last year's Berea College Traditional Arts Grant, and I am working on the new one as well. The BC grant has been less each year, so I am adjusting it to use the funds solely to support summer camps in hope of making our summer camps more affordable for families.

Building & Grounds

- Work on the windows has begun. I have met several times with the staff of J. Ross regarding the project. Melissa is the project manager for J. Ross, and we stay in contact regarding the work. I have submitted a change order for some additional carpentry work. While removing old paint and glaze several panes have been broken and will need to be replaced.
- Parks and Recreation cut the Broyles field recently and it looks nice. Our new neighbors who live in the Engles house have expressed concern regarding a large hole dug by workers during the sidewalk work last year. The hole is large and holds water. The neighbors are concerned that the water will cause mosquitoes and that the hole could be a danger to children. Although we don't have any programs in that area currently. I will be contacting the Street Department to notify them of this issue.

OTHER TASKS

- Prepare agenda and preside over Weekly Staff Meetings.
- Prepare agenda and preside over Advisory Committee Meeting.
- Attend Main Street meeting.
- Attend monthly meetings with the Marketing Team and prepare the agenda.
- Attended Community Engagement Meeting with TOJ programming staff and Glenn.
- Attended JBO Days planning meeting.
- Prepared and coded invoices.
- Sent Gina Course Storm deposit information from classes.
- Communicating with instructors about classes, promoting classes, etc.
- Coded invoices and receipts and turned in.
- Ordered supplies.

March 2026 Monthly Report, Anne G'Fellers-Mason Program Manager

StoryTown Radio Show/StoryTown Initiative

We were finally able to host our 15th anniversary show and gala on March 23rd. We were able to move a lot of the ticket holders from the canceled January show to the March show. We had a sold-out house and quite the spread including food donated by Boone Street Market, Main Street Café & Catering, Black Olive, Food City, and Ingles. It was a wonderful evening. Our April 27th show features Jimmy Neil Smith stories with musical guest the Science Hill High School Steel Toppers.

- 1) We've raised \$3,900 in sponsorship money.
- 2) We have sold/reserved 59 season passes.
- 3) I submitted an Arts for All grant to the Tennessee Arts Commission and recently had the review panel. We should know more by May.
- 4) The movie Love in Story Town that the Radio Show was a part of back in 2023, is hosting a premiere at the Jackson Theatre on April 12th. The studio has been in touch with us for our logo so we can cross promote.

Story Collecting/Story Brigade

The first Listening Day of the year took place at the Jonesborough Senior Center on March 19(9:00 am – 12:00 pm). We only had one person attend, but he came all the way from Elizabethton, his daughter thanked us, and he was full of stories. He also knew Ernest McKinney. I have a meeting with the Fischman Gallery in JC on April 10th to talk about hosting a session there, and we have a Listening Day booked from 9:00-12:00 on July 28th at the Johnson City Public Library. Storytelling shared they have had success with hosting programs at those locations.

250th Community Play – The First and Last Town in TN

The play is over now, and it was a success with coverage in the *New York Times*. Except for the Saturday night shows, performances were sold out or almost sold out with an estimated 618 in attendance. Mayor Kelly Wolfe welcomed the audience on opening night. It would have been nice if more of Jonesborough's leadership had been able to attend the play.

We may consider not doing Saturday evening performances in the future since Saturday matinees are so popular. Preliminary ticket sale totals are \$8,418.76. I don't have a final expense total, but we received the grant (\$19,250) and wonderful sponsorships (\$2,654.50) for this play, so I feel good about covering expenses. We had a school performance on March 3rd, which we were able to offer for free thanks to the grant. Lamar Elementary brought a 5th grade class, and we had several homeschool groups in attendance.

America's 250th

After meeting with Amber, we have selected the following dates for the Jackson Theatre performances. These programs will focus on local history, taking vignettes from the play and

expanding upon them with music and other speakers. Each date will have a theme or time period with a Paul Fink type character serving as narrator for the series. The goal is to have everything set by April 27, finalized by May 4, and rolled out over Memorial Day weekend. Price is pending, but we talked about \$5.00.

June 25th from 7:00-8:30

July 23rd from 7:00-8:30

August 20th from 7:00-8:30, School performance at 10:00 am

September 24th from 7:00-8:30

October 22nd from 7:00-8:30, School performance at 10:00 am

Podcast

We continue to post Voices of the Archive, Director's Cut, and StoryTown Radio Show podcasts every month.

Total Downloads: 472 in the last thirty days

Social Media Posts

Facebook last 28 days

Page Followers: 1,763

Page Following: 437

Most interacted with Post – Boosted post for March show (15,305 views and 7,036 viewers), Opening Night announcement for *The First and Last Town* in TN (2,066 views, 963 viewers)

Views: 36,833

Reactions: 1,233

New Page Followers: 13

Interactions: 1,450

Shares: 131

Instagram last 30 days

Followers: 927

Views: 13,167 (43.7% followers, 56.3% non-followers)

Content Interactions: 367

Profile Visits: 52

Link Clicks: 1

Opening night post for *The First and Last Town in Tennessee* had 382 views. One weekend left graphics for the play had 292 views.

YouTube last 28 days

Subscribers: 20

Views: 12

Watch Time: 0.3

New Subscribers: 0

Impressions: 374

Numbers for Month

StoryTown Volunteers – 46 for Radio Show – 81.5 Hours
6 for Gala – 12 Hours

Story Brigade – 2 Brigade Members, 2 Hours

Community Play Volunteers – 402 over multiple rehearsals & shows, 3,528 Hours.

Interactions: First and Last Town in TN – 618, FLTT School Performance – 100, Media – 2, JAMSA – 8, Main Street Meeting – 14, Marketing Team – 2, Publicity Committee – 10, Jackson/Grant Related Mtgs – 1, Listening Day – 2, Advisory Committee – 6, March Radio Show – 126, TAC Panel – 24, Misc - 1

Total for Month – 1,370

Total Volunteer Hours – 3,623.50

March 2026 Monthly Report, Skye McFarland

Outreach During this past month, we had our first in-person outreach of the year at the St. Paddy’s Day festival in downtown Jonesborough on March 14th. We did crafts with about 450 kids, and we had over 1400 people come through the Christopher Taylor Cabin, giving us a huge in-person outreach number for this past month. During this event, we also participated in the parade with our golf cart. We also attended a Summer Camp Fair at Town Acres Elementary School in Johnson City and were able to hand out around 400 flyers to students about our upcoming summer camps. We did not run any ads on our Facebook page over the past month, but our insight was decent for our regular posting. For these events I worked with Martha Blaser to create the golf cart for the parade, made sure we had supplies for the craft Martha led, worked to recruit volunteers, communicated with the school for the summer camp fair, and ran our social media. We also concluded the younger kids portion of the Coalition for Kids art classes and started the older kids’ portion. We are excited that things are going smoothly with this program and look forward to creating an art show for the end of the year for these students.

Facebook- Page Follows: 6,029
New Page Follows: 44

Instagram- Page Follows: 2,225
New Followers: 23

YouTube- Subscribers: 297
Watch Time: 15.6 Hours
New Subscribers: 2

Month	Number	Digital	Paper	
January		55,894	60	
February		74,190	100	
March	1847	56,430	30	
April				
May				
June				
July				
August				
September				
October				
November				
December				
	1,847	186,514	190	188,551

Volunteers The events we had in March that required volunteers included the radio show, the community play, St. Paddy’s Day, and as we conclude the month it will include the Easter

Eggstravaganza event, as well. As usual I work to communicate with volunteers, through email. I send requests for needs that we have, and reminder emails with specific instructions. I also try to communicate with local high schools who might have volunteer hours required. I am currently working to get more volunteers to help us with the Masterpiece Mingle Fundraiser in April.

	McKinney	StoryTown	Total
January		4950	4950
February	49	600	649
March	38.5		38.5
April			
May			
June			
July			
August			
September			
October			
November			
December			
			5637.5

Marketing & Miscellaneous Videos: I created a promotional slideshow to advertise for Summer Camp, a slideshow to promote the Masterpiece Mingle, and I created a 30-minute video that covered 16 videos from the Booker T. Exhibit for our Appalachian Studies Association presentation.

Photos: This month I took photos of Basics of Pastels, March Radio Show and Gala, art adventures, art of the stroke, basics of drawing, basics of oil, beginning sewing, and hand building. Kay Grogg took photos of Clay Buddies and Easter Baskets and I edited them.

Graphics: I created a new Summer Camp flyer, Hiring Instructions graphic, created an Ernest McKinney Day of Giving tour graphic, an insert for the radio show program, Ms. Brown's End of the Year flyer, and the April radio show graphic.

This month I also worked to count items we may need for Masterpiece Mingle, I spent quite a few hours gluing together felt paper chains for our golf cart parade decorations, worked to help the Jackson Theatre get out information for Washington County's Teen Got Talent, helped to clean up the center after the community play ended, prepare the Appalachian Studies Association presentation PowerPoint, and have been working to plan what we will post for Ernest McKinney Day of Giving on April 2nd. We are also currently preparing the Easter Craft for March 28th.

Breanna Walker-Schadler March Monthly Report- McKinney Center

Classes & Special Events:

We are continuing with our longer-term classes, private lessons, and rolling through our short-term classes. Earlene Hopkins teaches Gyrokinesis and kids' dance. Jess Parks finished an adult pottery hand building class. Sydney Jackson is continuing to teach Homeschool Art Adventures, Art Adventures, Creative Constructions. She also started to teach the kids clay classes on the weekends, such as Clay Buddies, Kids N Clay, and Young Potters. Robin is teaching sewing. Sharon Squibb finished Basics of Pastel, started Basics of Watercolor and is teaching Intermediate Watercolor – ONLINE. Donna Byrd finished The Art of the Stroke class. Roxanne McDaniels, Rheva Myhre, and Jonathan Edens continued to teach private lessons in March. We had 18 private lesson students in March. We will have several classes and workshops that begin in April and will continue into May. We had 497 students in March.

The StoryTown Radio Show held their March performance and gala on March 23rd. There were 142 people including cast, crew, staff, and volunteers.

Rentals:

We had 5 rentals in the month of March. A memorial dance was held in the auditorium on March 21st for \$200.00. We had a partnership with Simple Elegance Bridal where they used the auditorium on March 12 for a themed photoshoot. A church group held services at the center for three Sundays and paid \$240.00. We had 219 rental visitors in March. Total rental income for March was \$440.00.

Front desk:

I cover the front desk when Nori Shaw and Martha Blaser are unable to.

MBM Support:

For Spring classes, we have had over 23 classes make and have had over 230 registrations. Plenty of adult and kids' classes have made for the spring semester. We are shifting our focus to the short classes and workshops that will happen throughout April and May. The teacher payment schedule, teacher payment excel, and teacher letter of agreements are all updated throughout the month as we make calls on if classes have made. Weekly schedules and the host schedule are reviewed weekly to reflect these changes as well. Teacher payments for the month of March have been submitted.

We released the summer camps on the 24th to the public. We will offer three weeks of summer camps throughout the month of June. Private lessons will restart in July and continue into the fall semester.

I spent time working on both the March and April host schedules. We had some tweaks to the March schedule due to rentals and hosts getting sick. The hosts are asked to send me their April schedules by the 15th at midnight. The completed April host schedule and weekly calendars were sent out on March 26th.

The Masterpiece Mingle is at the end of April. We have been sending email requests for mingle and silent auction items to artists and local businesses. We have received art from several artists and have gotten plenty of silent auction items. We are working as a team to coordinate when to pick up pieces, as necessary. I spent two days reviewing and organizing pieces from last year's event. This year we will be using some space in the upper loft to keep pieces organized.

Donations:

We received \$1650 in donations from two entities.

March Report – Martha Blaser

Classes & Special Events:

At the beginning of March, I worked the community play on Saturday, March 7. The play concluded its run on March 8. The next week, we cleaned up the building and moved props and materials back to where they belong for storage.

We are currently getting ready for our annual Ernest L. McKinney Day of Giving. I worked with Ernest “Buttons” McKinney Jr. to set up a time on April 2 to do a building tour in honor of the day. We will be having that tour at 10:00am on Thursday, April 2.

I have been updating the membership board as we are getting both new memberships and renewals coming in. I work with Bre to ensure that everyone is accounted for, and all names get put on the board.

Front Desk:

I spend most of my shifts at the front desk. I answer phone calls about upcoming events, rentals, classes, and community events. I greet and assist anyone who comes into the center with any needs they have. I work to assist Bre in communicating to Roger about the classroom set-up for the day and anything needed for upcoming events. I assisted with rentals as needed when Bre was unavailable. I help to check students in and out for our children’s classes on Thursdays.

Outreach:

In March, we had several outreach events. We participated in the St. Patrick’s Day event on Saturday, March 14. I planned the tie-dye shamrock craft and ensured we ordered all the supplies necessary. I worked at the event from 9:30am-2:00pm and collaborated with the volunteers to teach them the craft and make sure we were ready for the kids.

On Friday, March 13, Skye, and I attended the Towne Acres Camp Fair from 8:30-11:00am. We set up a table and gave summer camp brochures to the children at the school. Nori and I will be going to another camp fair at Fairmont Elementary on March 31 from 6:00-7:00pm.

On Saturday, March 28, I will be working the Easter Eggstravaganza event from 11:00am-3:00pm. I have planned a craft to decorate construction paper eggs with stickers, rhinestones, and other materials.

Coalition for Kids:

In January, the McKinney Center began a partnership with Jonesborough Elementary Coalition for Kids with grant money from Jonesborough Kiwanis. Skye McFarland, Sydney Jackson, our

children's teacher, and I worked with C4K staff to prepare 2 8-week long sessions for different age groups. Sydney and I go to Jonesborough Elementary every Tuesday for an "art club" for selected C4K children. We begin with the older group of children on March 24.

Noriah Shaw, March Monthly Report- McKinney Center

Outreach:

This March, one way I contributed to outreach this Month is by making social media posts. I created and uploaded five social media posts to our StoryTown Facebook and Instagram page, in addition to the posts made by other members of our staff. Another way I contributed to outreach this month was assisting with our table at Jonesborough's St. Patty's Day festival. At this event, we assisted children with a themed craft, as well as spoke to parents about our classes and workshops at the McKinney Center. Another Town event we performed outreach at was Jonesborough's Easter Eggstravaganza. During this event, we again assisted children with a craft and spread the news about our classes and workshops. During the Month of March, Skye McFarland and I also had the privilege of representing the McKinney Center at the annual Appalachian Association Conference, where we presented our 2025 exhibit: Living Here, Alumni of Booker T. Washington School. The last way I contributed to outreach this march was representing the McKinney Center at the Fairmont Camp Fair, an after-school outreach event where we spoke to students and parents about what services we offer at the McKinney Center.

StoryTown:

This month, I produced March's episode of Voices of The Archives, featuring small business owner Sandy Segrillo. I chose this interview to share from our archives, then scripted and recorded audio for the podcast. Another StoryTown project I assisted with was March's radio show, the Storytown Gala. I managed practical sound effects for the performance and attended production meetings and a rehearsal in preparation. I also made calls requesting food donations from local businesses for the event. After the performance, I assisted with greeting and serving guests, as well as clean-up once the event had ended.

Meetings:

During the Month of March, I attended five weekly staff meetings and many Storytown production meetings.

Front desk:

On Mondays, and when Martha goes to lunch at 1pm, I cover the front desk. I answer phone calls while they're away and greet any visitors we have. If a caller needs to speak with a member of our staff who is unavailable now, I gather their information and leave a note for Martha to reach out to them. I also assist anyone wishing to sign up for a class or purchase a ticket for an event.

Special Events:

This March, I assisted with many special events. The first of which being our radio show, the Storytown Gala. For this event, I assisted with set up, practical sound effects, and greeting, and take-down. Another special event I assisted with was the last two performances of the McKinney Center's play, The First and Last Town in Tennessee. Before the show started, I assisted with set-up, as well as check-in and ushering. Once the Show was over, I assisted with clean up and take-down.



Storytelling Capital of the World™

Cameo Waters

Director of Tourism & Main Street

March 2026 Monthly Report

Updates and Projects

1. Tourism/Marketing
2. Main Street and Downtown
3. Events

Tourism/Marketing

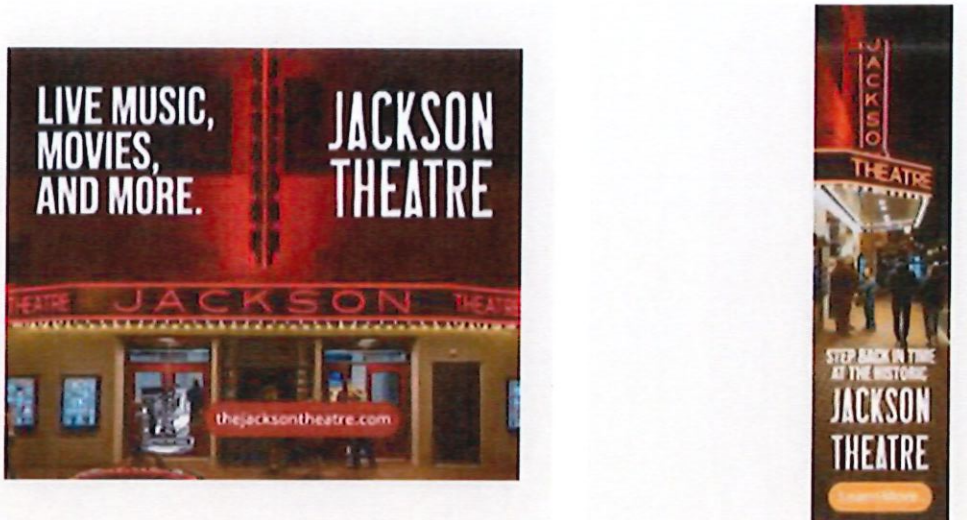
Below you will find an updated marketing report details from our digital Spring Campaign thus far. I included this last time but you will see the reach has grown as this campaign has continued. I would like to point out that the 1.4 million impressions is incredibly impressive for a town our size.

- Target Cities: Greenville/Spartanburg/Asheville, Chatt., Charlotte, Knoxville
- Placement: Meta, Display, and paid search
- Run Dates: 1/20/26 – 5/02/26
- Results: **1.4 million impressions**, 57,387 clicks, 3.85% CTR
- [Click here to view St. Paddy Festival ad samples, video, and photos. Some samples are below.](#)
- [Click here to view Spring ad samples, video, and photos. Some Samples are below.](#)



We launched a digital campaign for the Jackson Theatre in March.

[\(Click here to view Jackson Theatre ad samples, video, and photos. Some samples are below.\)](#)



Throughout the month, we placed a strong emphasis on the St. Paddy's Festival, Jackson Theatre programming, small businesses, the MOTS Fundraiser, both the tourism department and Parks and Rec. Easter events, along with other community activities

We began working out details for Wetlands Water Park marketing such as website updates, video creations, ads, reels, new rack card designs, etc.

We are working with NETTA, Visit Kingsport and the Birthplace of County Music on a marketing co-op in Smoky Mountain Living magazine. The magazine and online publication have a target audience of residents and enthusiasts of the Appalachian region, covering Western North Carolina, Eastern Tennessee, North Georgia, and Southwestern Virginia. It caters to people interested in local culture, people, and places, offering national exposure via retail outlets like Barnes & Noble and Ingles.



Main Street and Downtown

Continued assistance on logistics regarding the second downtown camera. The camera has officially arrived. Began working with our Digital Media Manager, Mitchell Calvin, to determine options for the livestream placement of the camera on the website.

Attended all Jonesborough Area Merchants & Service Association (JAMSA) meetings to provide assistance as needed.

Continued work on the preliminary coordination and bid preparation for the downtown holiday lighting project, including early logistical review and preparation to support installation later in the year and the bid process.

Was a guest speaker at John Battle High School to talk about tourism and downtown efforts in Jonesborough.

Events

This year's St. Paddy's Festival was a tremendous success, driven largely by favorable weather, strong marketing efforts, and the addition of crowd-favorite elements such as the Clydesdales in the parade. Attendance and overall community engagement exceeded expectations, with increased participation across activities, vendors, and local businesses. Notably, the event drew a significant number of out-of-town visitors, reinforcing its value as a tourism driver, with local accommodations reporting sold-out or near-capacity overnight stays. The introduction of shuttle service was a new addition to this event that required significant last-minute coordination but ultimately proved essential in accommodating the large number of attendees.

Feedback from businesses:

- We had about half of our downtown businesses make remarkable comments on how well they did that day revenue-wise
- Visitors Center saw over our revenue for the weekend double from last year
- Eureka Inn reached full occupancy with visitors from Knoxville and Oklahoma
- "It was my second-best day ever, and I have been in business for 25 years." -Jeff Gurley, Lollipop Shop
- "We did not host a movie or event but generated revenue in concessions and received strong survey participation which we were pleased with." -Lori Powell, Jackson Theatre
- "It was in our top 5 best days ever." - Zac Jenkins, Main Street Café
- Troy from Jackson Prime mentioned that it was a really good day for them as they did a lunch menu and had to stop sitting people at 12pm.



STATEMENT

TOTAL DUE 24.93	ACCOUNT NUMBER 1097858
DUE DATE 04/22/2026	BILLING DATE 04/01/2026
IF PAYING BY CREDIT CARD, PLEASE COMPLETE THIS SECTION	
SELECT ONE: <input type="checkbox"/> Visa <input type="checkbox"/> Master Card	
CARD NUMBER	
CARD HOLDER NAME (PLEASE PRINT)	EXP. DATE
<input type="checkbox"/> Check Here To Have Your Credit Card Automatically Charged Every Month	

Please Make Your Check Payable to:
McCullum Bottled Water LLC

Town of Jonesborough Admin Office
AUTOPAY
123 Boone St
Jonesborough, TN 37659

REMITTANCE ADDRESS
McCullum Bottled Water LLC
dba Culligan Water of the Tri-Cities
2004 Highway 75
Blountville, TN 37617

DETACH AND RETURN ABOVE PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER	DUE DATE	BILLING DATE			
1097858	04/22/2026	04/01/2026			
DATE	REF	DESCRIPTION	AMOUNT		
03/04/2026		Visa	-47.40		
03/09/2026	D-06101	5 GAL PREMIUM (6dp)	14.98		
03/09/2026	D-06101	6\$ Bottle Deposit	0.00		
03/09/2026	D-06101	DELIVERY FEE	9.95		
Thank you for your business!					
0-30 DAYS	31-60 DAYS	61-90 DAYS	91-150 DAYS	OVER 150 DAYS	TOTAL DUE
0.00	0.00	0.00	0.00	0.00	24.93

1-800-999-4195

<http://www.waterprofessionals.com>

March 2026 Monthly Report

Tasks Completed & Updates

1. Events

Events

- Attended multiple St. Paddy's meetings leading up to the event
- Designed a banner that went across Boone Street for St. Paddy's Event
- Designed a walking banner for walkers to hold during the parade
- Worked St. Paddy's Event on March 14th
 - Assisted with the vendor set-up the day before: marking spaces and setting vendors up
 - Helped run the livestream for the parade
 - Worked Info tent periodically
 - Floated around as needed across festival grounds, assisting with various tasks
- Attended 2 TV Spots for Music on the Square Fundraiser
- Attended 2 TV Spots for Easter Eggstravaganza
- Worked Music on the Square Fundraiser on 3/20
 - Went to Sam's Club and got cups, plates, cheeses, fruit, dessert, etc. day of the fundraiser
 - Worked on the table set-up for the event
 - Set up all the table designs for the event
 - Helped Ella Brown, Event Coordinator, set up all the auction items
 - Ella went above and beyond for our Music on the Square Fundraiser. She secured SO many donation items and did a great job on the event
 - Helped line up the catering from Main Street Cafe & Catering
 - Helped line up beer from Depot Street Brewing
 - Worked with Mitchell to make Music on the Square Shirts
 - Worked with a new embroidery vendor for our Music on the Square hats
 - Designed and printed the menu for MOTS Fundraiser
 - Designed and printed schedule cards for MOTS Fundraiser
- Met with the PCE Roundtable committee to go over events for the quarter. This included Town Department (Tourism, Jackson Theatre, McKinney Center, Senior Center, Parks & Rec.), & Storytelling Center
- Attended the Director's Meeting 3/11
- Worked Easter Event on 3/28

- Had an Easter Egg Hunt with 10,000 eggs up in Jimmy Neil Smith Park
 - Cameo, Hannah, Myself, and 3 Volunteers helped hide the eggs between each egg hunt
- Petting zoo to go on Christopher Taylor Lawn
- McKinney Center craft inside the Cabin
- Lisa Friday, JAMSA President, was our Easter Bunny
- Central Christian Church had Easter Activities
- Touch-a-Truck on Christopher Taylor Lane
- Face Painters for the Event
- Organized Volunteers for the event
- Created a backdrop with balloons for photos with the Easter Bunny
- Had a meeting with T McLoed of McLeod Organics to go over Music on the Square
 - UPDATE: T is sponsoring MOTS!
- Worked on new Ad sets for our campaign with Advance Travel
 - Spring Ad Set (see below)
- Attended BMA Meeting on 3/9
- Attended 2 JAMSA Board meetings on 3/4
- Had 2 Jonesborough Days Committee Planning Meetings on 3/24 & 3/27
- Continuing to work on booking entertainment for Jonesborough Days
- Worked on details on Classic Car Show for Jonesborough Days (got a committee started)
- Also working on general details for Jonesborough Days
- Working with Mitchell to get a new logo for Jonesborough Days
- Attended a Wetlands Marketing Meeting on 3/27
- Designed a banner across Boone Street for the Senior Center Spring Expo & Health Fair
- Assisted in designing a Tourism ad for NETTA in collaboration with the Birthplace of Country Music and Visit Kingsport





THE JACKSON THEATRE

2 free movies at the Jackson Theatre sponsored by Christ Church of Jonesborough:

- Prince of Egypt at 3:00 pm
- The Chronicles of Narnia: The Lion, the Witch, and the Wardrobe at 7:00 pm

Scan the QR code to reserve your ticket! 

CENTRAL CHRISTIAN CHURCH


- 40 FT. Inflatable Obstacle Course (weather permitting)
- Free Nachos & Cheese
- Free Easter Craft
- Enter an Easter Giveaway by testing your Bible Trivia!

JONESBOROUGH PARKS & RECREATION S

Sensory Easter Egg Hunt

Lincoln Park | April 4 | 1 pm - 4 pm


VISIT JONESBOROUGH.COM FOR MORE INFORMATION



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JONESBOROUGH S

Easter Eggstravaganza

EGG HUNTS IN JIMMY NEIL SMITH PARK

- Ages 9-12: 12:30 PM
- Ages 6-8: 1:00 PM
- Ages 3-5: 1:30 PM
- Ages 2 & Under: 2:00 PM

INTERNATIONAL STORYTELLING CENTER PLAZA

- Pictures with the Easter Bunny
- Free facepainting from Judy Butterfly & MadPaints
- Information Tent with Easter Goodies & Drinks
- Baby Care Booth from Christ Church of Jonesborough

CHRISTOPHER TAYLOR CABIN

- Touch-a-Truck with the Jonesborough Fire Department, Police Department, Street Department, and Water Department
- Meet & Greet with K9 Officer Daryl
- Free Craft with the McKinney Center inside the cabin
- Petting Zoo on the front lawn of the cabin



JONESBOROUGH S

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SPRING EXPO AND HEALTH FAIR

307 EAST MAIN ST.
WED. APRIL 22
9 AM-12 PM



Thank you for joining us at our Music on the Square Fundraiser!
To bid in the silent auction: write your bid number, phone number, and bid amount on the available line.
Don't miss the Live Auction from 7:00 to 7:30 PM!

Heavy Hor D'ouvers

Bruschetta Trio

Traditional Tomato Basil, Hummus Dip and Olive Tapenade with Grilled Baguette

Baby Red Bliss Baked Potatoes

Olive Oil, Salt & Pepper, topped with Sour Cream, Cheddar & Chives

Chicken Salad Croissants

Shrimp with Cocktail Sauce

Spinach and Artichoke Cheesy Bake with Tortilla Chips

Pesto Pasta Salad

Alcoholic Beverages

Beer & Wine

Thank you for supporting our free summer concert series Music on the Square!
JONESBOROUGH.COM/MOTS



"CROPPED" BOXY TEE

Monthly Report March 2026

Mitchell Calvin, Digital Media Manager

General

- Updated the .com home page to show the newest events coming up
- Daily/weekly website edits for the .com, .org, McKinney Center and Wetlands sites
- BMA Agenda updates on the .org site
- BMA Meeting Minutes updated on the .org site
- Post links for online town meetings when needed
- Update Google calendar (used on .org, McKinney and tourism sites)
- Update back end calendar for .com site
- Answer/forward email inquiries that come to .com site
- Track online Employment Applications
- Adding new employment applications to the website for new positions
- Prepare deposit summaries and submit to Gina
- Track online Registration Forms
- Working on SEO for .com, .org, and the McKinney Center to help drive traffic to the websites
- Attended the BMA meeting and worked the livestream

Senior Center

- Updated the Monthly calendar
- Updated the weekly newsletter
- Updating the centers page on the website
- Adding event announcements to the centers page
- Tech class for the Senior Center members

McKinney Center

- Monthly marketing meeting
- Creating webpages for upcoming events
- Editing current event pages to show new information
- Added upcoming events to the website and created pages for the event
- Promoting the upcoming events on the newsletter

Marketing

- Attended Marketing meetings
- Attended Main Street Meeting
- Attended JAMSA Meetings
- Creating event pages for new events the team has created

This week in Jonesborough Newsletter

- Creating the newsletter that is sent out every Sunday with the events for the week
- Making sure the calendar is up to date on the events for the week
- Checking Facebook and websites for events happening at downtown restaurants and shops
- Reviewing the analytics to see how many users opened the email and how many clicked on links leading them to Jonesborough events

Parks and Recreation/Wetlands

- Meeting with the Director of P&R to go over marketing efforts for the upcoming year
- Updating Wetlands website as needed
- Promoting the upcoming events on the newsletter

Jackson Theatre Website

- Attended the monthly meeting with the Jackson staff
- Working on troubleshooting and fixing bugs as they present themselves as we work on get the information up to date
- Promoting the upcoming events on the newsletter

St. Paddy's Day Festival

- Set up the Fun Run form with donations for the animal shelter
- Updated the website and newsletter with 2026 information
- Helped set up vendors the Friday before the event
- Day of Set up
 - Sound System for music at the courthouse
 - Set up No dog signs at the highland cows and owls
- Drove Chloe the fiddle player in the parade
- Helped the Appalachian dances with the sound for their performance in front of the courthouse
- Helped ID and hand out maps for the fun run
- Helped clean up after the event

Music on the Square Fundraiser

- Helped promote the event on the website and newsletter
- Help Sam with audio and visual for the event
- Went to Depot Street to pick up the beer for the event and returned the kegs after the event ended
- Helped press the new shirts for the season
- Helped clean up after the event

Analytics March 2026

- The Civic website had 25,233 views for the month of March
 - Town Employment had 2,445 views for the month
- The Tourism website had 34,201 for the month of March
 - St. Paddy's Day Festival had 15,326 views
- We mailed out 31 Visitor Guides in March

Visitors Center March Report – April 1, 2026

The main story I want to mention is the day of the St. Paddy's Festival. Through a combination of in-shop sales and our mobile merch stand and info tent, the visitors center brought in \$6,221.18, which, as far as my records go back, is the best single day in visitors center history. Last year's St. Paddy's day-of was half that and the year before was half even that. Last year, we had a decent amount of our new St. Paddy's shirts and plush highland cows, and we sold out of both in the first hour. This year, we doubled everything and our stock made it an hour and a half. Just remarkable. I guess we'll have double everything again next year, but it's not a bad problem to have. The gift shop revenue for the whole of March was \$12,273.15, which is approaching Storytelling Festival numbers. If our growth continues with the festival, it's not out of the realm of possibility to double it again next year. Regarding YTD revenue, we will pass the whole of 2024-2025 in April, most likely in the first week. Huzzah.

March rentals brought in \$1,735; it was our best March since 2023 and 2018 before that. March has not traditionally been one of our stronger months since COVID; maybe chalk it up to anniversary trauma, but it seems to be rebounding. There are several larger rentals penciled in that still need to pay so that will definitely boost our year-end numbers once they pay up, provided the gift shop renovations do not upend everything.

In addition to St. Paddy's Festival, the gift shop had a presence downtown during the Easter Eggstravaganza event, selling drinks and giving out programs, candy, and toys. The event itself was a success and folks sure love free stuff, but we only ended up selling nineteen drinks. I believe we've decided not sell items and possibly just use a volunteer during this event going forward; it doesn't seem worth hauling all those drinks from the VC.

Matt Gulley, Visitors Center Manager

Visitors Center February Report – March 4, 2026

The gift shop revenue for February was \$1710.71, which is ~17% drop from February 2025. That may seem bad, but it's actually above average for February's of the past twenty years. February 2022-2025 are outliers in the data that I don't fully comprehend; my theory is wages have stopped growing with inflation. They were keeping pace before, but I think inflation is starting to run away with it. Another factor to consider, though, is some harsh weather last month that kept people away, or even forced the visitors center to close. Hopefully, March will have more unaffected data so I can make a more accurate forecast.

February rentals ended up at \$1080.00, which is ~40% lower than February averages. Several organizations that regularly rent with us were forced to cancel their events, and we confirmed lost at least a few hundred dollars from those cancellations. We couldn't help that, at least until we get our weather dominator approved in the budget. March shouldn't be affected by weather, but there's really no way of knowing anymore.

The Visitors Center participated in JAMSA's Chocolate Fest as both check-in for the event and a chocolate stop, not to mention early check-in on Wednesday and Thursday. This seemed like the easiest check-in has ever went for me; I've been at the check-in table for both timeslots for both days for the past three years, and this was for sure the smoothest operation we've ever had. We streamlined our system to where we only checked in folks for the current timeslot only, and it made all the difference. We're definitely going to remember it for next year, if nothing else changes.

Right at the end of the month, we got in a quite large book order that contained a multitude of titles we've never carried in the shop before so come in and check those out and look for us at the St. Paddy's Festival!

Sincerely,

Matt Gulley, Visitors Center Manager

Hannah Maultbody
Marketing Manager
April 1, 2026

Monthly Report – March 2026

March was a busy but very successful month!

Meetings:

We kicked off the month with a Parks & Recreation team meeting that was highly productive. We discussed new marketing strategies, including an updated rack card, website improvements, and the introduction of new advertising efforts. We also developed a plan to improve communication using Asana. Since then, I have revised rack card designs, added tasks within Asana, and created numerous posts promoting events and programs.

I attended the Main Street Board meeting, where I shared marketing updates and received updates from the committee regarding upcoming events.

I also attended the JAMSA breakfast meeting to connect with local merchants and discuss current events and town initiatives.

Following the St. Paddy's Festival, we held a recap meeting. The festival was a great success, and we discussed opportunities for improvement, including parking logistics, along with other positives and concerns.

Several town departments met to discuss planning and updates for JBO Days.

I attended the PCE Roundtable with multiple departments to collaborate, share updates, and explore ways to better support and improve each other's events.

Additionally, we held our monthly marketing meetings with the McKinney Center and the Jackson Theatre. Both meetings went well, focusing on events that needed additional promotion and upcoming programming.

Events:

The first major event was the St. Paddy's Festival. I assisted with setup, live streamed the parade, worked the information tent, posted real-time updates on social media, captured photos, and helped with event breakdown.

At the MOTS fundraiser, I worked the food table, took photos, and assisted with cleanup after the event.

For the Easter Eggstravaganza, I helped set up a backdrop for the Easter Bunny, managed the information tent, distributed eggs for each hunt, captured photos and videos, and assisted with cleanup.

Media & Promotions:

I coordinated several TV spots throughout the month, including features for the MOTS fundraiser, Griffin Art Gallery, St. Paddy's Festival, Easter events, and Jonesborough Food Tours.

Content

I utilized my posting schedule to enhance the town's marketing efforts, including the following, all of which are listed in chronological order.

Historic Jonesborough

- Giveaway Post for the McKinney Center's original play
- Shared Parks and Rec Posts of Sensory Easter Egg Hunt
- St. Paddy's Parade Post
- Music on the Square Fundraiser
- St. Paddy's call out for Highland Cows, Owls, and Clydesdales
- Shared Doggie Brunch at Tennessee Tails Pet Boutique
- One Week Away from St. Paddy's Event Call Out
- Shared McKinney Center original play in The New York Times
- St. Paddy's Appalachian Irish Dance Company LLC
- Shared McKinney's Call Out Post for Electrical Wrap
- Posted Details of Music on the Square Fundraiser
- St. Paddy's Parking info and Shuttle
- St. Paddy's Festival Information Guide
- Live Streamed the St. Paddy's Festival
- Thank you, Post for St. Paddy's,
- Post for Sensory Easter Egg Hunt
- Shared The McKinney Center's St. Patrick's Day Post
- Shared one week away from the Storytown Radio Show + Gala
- Shared Hiring info at Wetlands
- Posted an auction sneak peek for Music on the Square Fundraiser
- Posted info about the Storytown Radio Show 15 Season Gala
- The Jackson Theatre – Wicked Reel
- 2026 Easter Events Details

- Shared Art Classes at the McKinney Center
- Shared The Storytelling Recourse Place Spotlight Series
- Shared the McKinney Center's April Events
- Shared Mill Springs Makers Market Pop-up Shop
- Posted a Helpful Guide about Easter Eggstravaganza
- Easter Reel

Main Street Jonesborough

- St. Paddy's Highland Games Reel
- Easter Eggstravaganza Event Details
- St. Paddy's Fun Run with Animal Shelter Donations
- Final Week of showing for McKinney Center's Original Play
- Info about Easter
- Shared Music on the Square Fundraiser
- St. Paddy's Craft Village Vendors call out
- Reminder for tomorrow for St. Paddy's Parade
- Posted St. Paddy's Parade winners
- Shared the Bart Long Reel about Clydesdales in Jonesborough
- Sneak Peek of Music on the Square Auction Items
- Shared McKinney Center's Masterpiece Mingle
- Easter Event Details
- Shared Happening tonight Storytown Radio Show
- Shared MOTS thank you post
- Easter Eggstravanga happening this Saturday with reminder of egg hunt times and activities
- Shared Wetlands Hiring
- Call out Post for Easter Food
- Created The Force Fest Event Page
- Posted the Force Fest Announcement
- Posted details about the Easter Sensory Event happening this weekend

Civic

- National Employee Appreciation Day
- BMA Meeting Reschedule
- Hiring – Wastewater Maintenance Technician
- St. Paddy's Festival Events
- Street Closure Notice
- Shared parks and rec post – refs needed
- Shared Helpful Info Festival Guide
- Info for BMA Meeting
- March Employee of the Month Post
- Wetlands Hiring Post
- Ruth Verhegge Day Post

- Shared Tiger Pak Pickleball Lights
- Town Hall/ Water Department out of internet
- Street Closure for Easter
- Hiring – Staff Accountant
- Road Closure – Rocky Hollow Rd
- Shared Pickle Ball Lights on at Tiger Park

Parks and Rec

- Sensory Easter Egg Hunt Event Page
- Sensory Easter Announcement
- Spring Litter Clean up
- Jonesborough's Parks
- Spring Litter Clean Up Details
- New Basketball Hoops at Persimmon Ridge
- Referees Wanted for spring soccer
- Shared Paint in the Park
- Adult Coed Softball
- Volunteers for Green House
- Pickleball Lights on for Weekend
- Spring Litter Clean up
- Referees Wanted for Spring Soccer
- Adult Coed Softball – Winners from last year's
- Sensory Easter – Happening this Weekend
- Pickleball Courts Open at Night

Wetlands Waterpark

- 2026 Wetlands Waterpark perks
- 80 days away from the season
- Hiring lifeguard and slide attendants
- Opening May 23 + Season Pass Perks
- Hiring for Summer
- Host your next event at Wetlands
- Hiring – Team Members, Lifeguards, Head Lifeguard, Slide Attendants, Seasonal Manager
- Swim Lessons
- Birthday Parties
- Hiring
- Swim Lessons
- 2026 Polar Plunge Announcement + Event Page
- 2026 Cardboard Boat Race Announcement + Event Page
- Grand Opening Day Event Page

Press Release

- 1. Jonesborough's Griffin Art Gallery Offering Classes for the Deaf and Hard of Hearing**
- 2. StoryTown Radio Show Celebrates its 15th Season with a Gala Performance**
- 3. Town of Jonesborough Parks and Recreation to Host Second Annual Sensory Easter Event on April 4**
- 4. McKinney Center Hosts Listening Day at the Jonesborough Senior Center on March 19**
- 5. Historic Eureka Inn to Host Songwriters Weekend Retreat**
- 6. Chuckey Depot Railroad Museum Presents New Exhibit**
- 7. Ernest McKinney Day of Giving at The McKinney Center**
- 8. The McKinney Center to Hold Tour of Historic Building for Ernest L. McKinney Day of Giving**
- 9. Jonesborough Food Tours Offer Unique Culinary & Historical Experience**
- 10. Ed Stivender Featured in March 26 Spotlight Series by the Storytelling Resource Place**
- 11. Jonesborough's 30th Annual Garden Tour & Tea**
- 12. Jonesborough Parks and Recreation Announces New Greenhouse Offering Community Programs and Volunteer Opportunities**
- 13. Wetlands Water Park to Host Polar Plunge on May 2**
- 14. Put Your DIY Skills to the Test at Wetlands Water Park's First-Ever Cardboard Boat Race**
- 15. Jonesborough Area Merchants & Service Association (JAMSA) to host The Force Fest on May 2**
- 16. Jonesborough's St. Paddy's Parade to Feature Bart Long & Associates LLC Auction Clydesdales**

Jonesborough Fire Incident Count (NERIS)

Dataset: Fire Incidents (NERIS)

Date of Export: April 01, 2026 at 09:57:19

Created: December 22, 2025 at 18:19:48

Last Updated: March 7, 2026 at 21:39:50

Incident Count By Month (This Year)

Months in Core incident onset date/time	Count of Incidents
January 2026	54
February 2026	63
March 2026	55
Count of Incidents	172

Count of Total Incidents

Count of Total Incidents

Count of Incidents

55

Incidents by Shift

Incidents by Shift



Incidents by District

Incidents by District

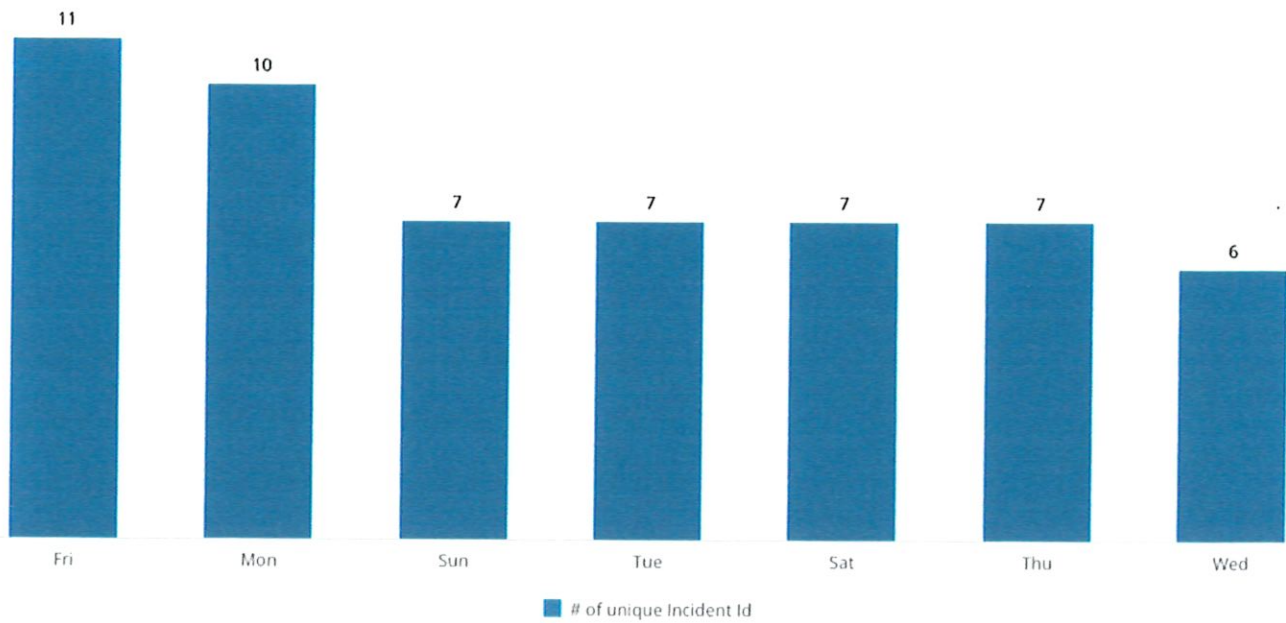


Fire Incident Count (NERIS)

Count of Incidents by month, day, hour of day, station, shift,
and unit

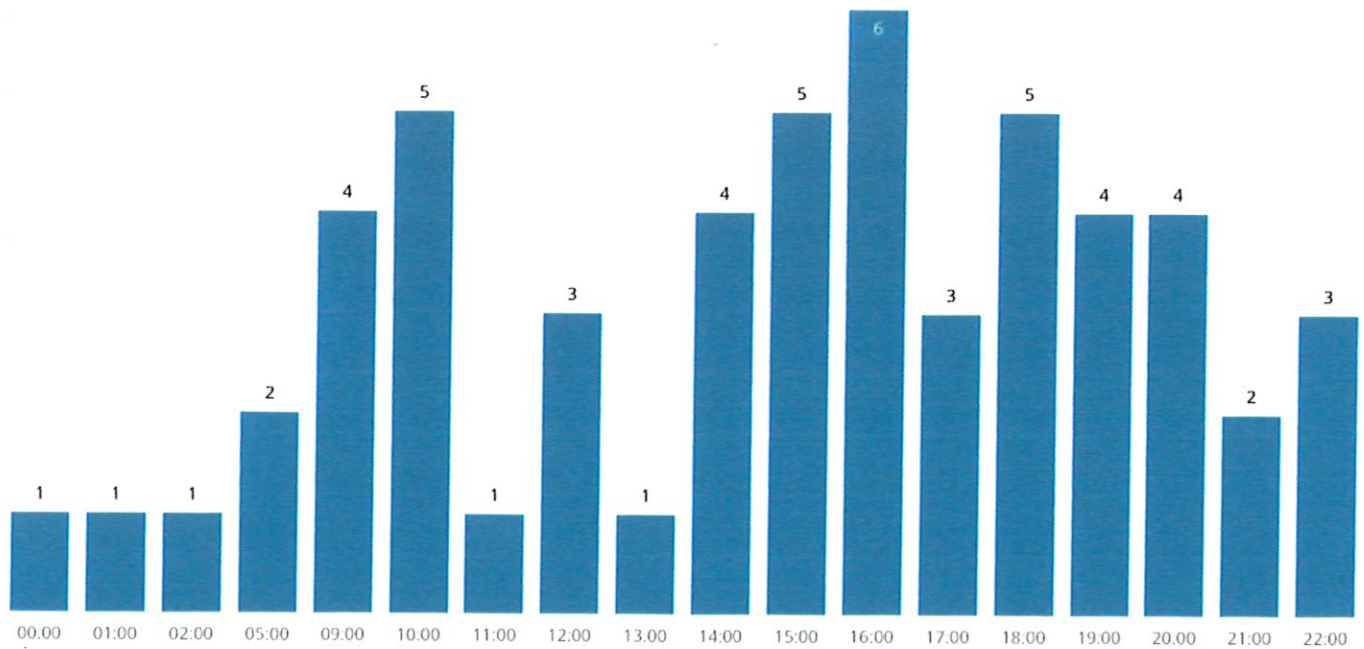
Incident Count by Day of Week

Incident Count by Day of Week



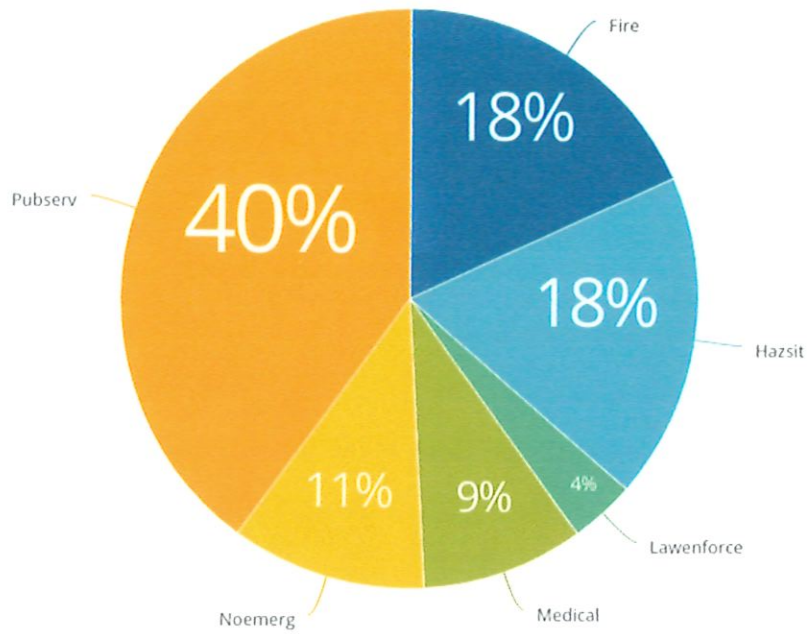
Incident Count by Hour of Day

Incident Count by Hour of Day



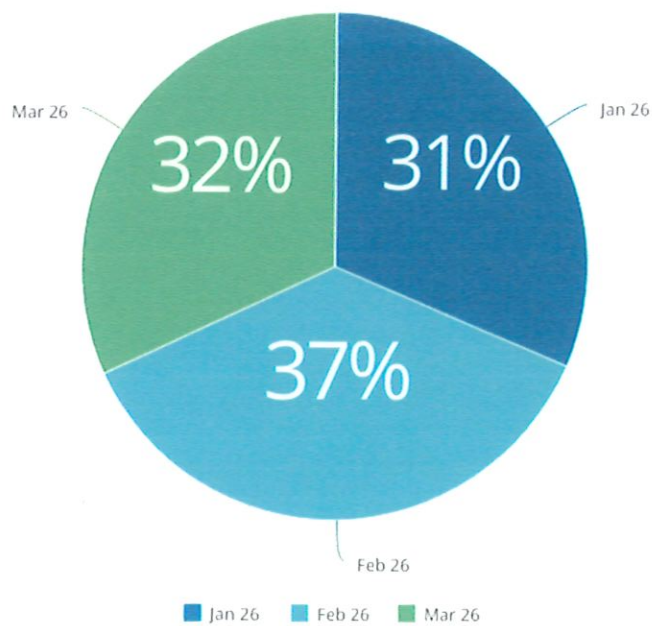
Percent of Incident Responses by Incident Type

Percent of Incident Responses by Incident Type



Incident Count By Month (This Year)

Incident Count By Month (This Year)





Jonesborough Department of Public Safety March 2026 Monthly Report

We swore in PSO Shawn Nave.



- CITATIONS & ARRESTS**

Offenses	Count
Larceny/Theft	2
Assault	1
Extortion/Blackmail	1
Counterfeiting/Forgery	1
Fraud	2
Embezzlement	1
Vandalism	2
Drug/Narcotic	2
Miscellaneous (TIBRS Group B)	5
Miscellaneous (Department Only)	2
Total:	19

Memos	Count
Accident Report Refusal	6
Animal Destruction	1
Assisting Other Agency	2
Community Relations	3
Crisis Intervention Report	1
Event After Action Report	2
Found Property	2
K9 Deployment	3
K9 Training	1
Lost/Stolen License Plate	2
Miscellaneous Information	6
No Tow Form	1
Officer Assistance Form	13
Property Damage/Misc	7
Trespass Warning	5
Total:	55

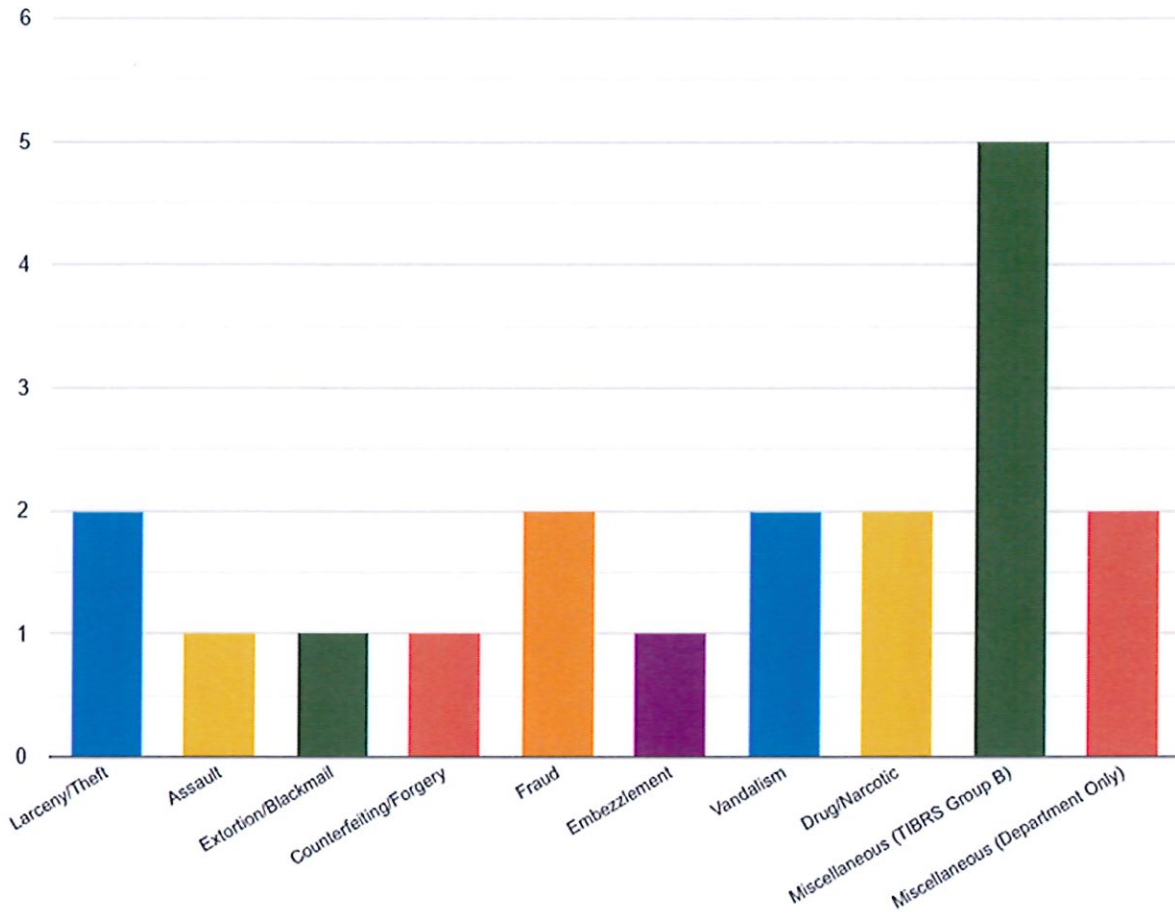
Arrests	Count
Adult (On-View Arrest)	7
Adult (Summoned/Cited)	44
Adult (Taken Into Custody)	2
Juvenile (Summoned/Cited)	3
Total:	56

Crashes	Count
Injury possible	3
Property damage (over \$ threshold)	14
Property damage (under \$ threshold)	8
Total:	25

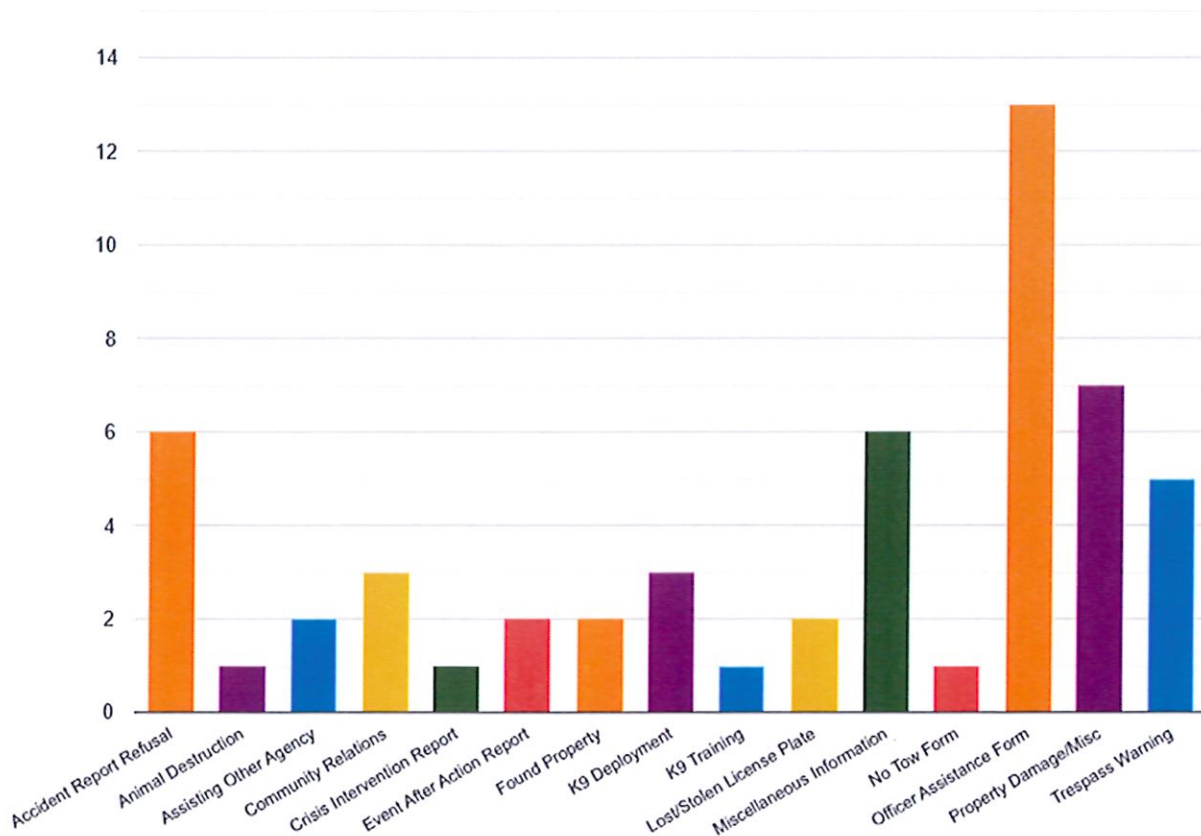
Non-Investigatory Crashes	Count
Property damage (over \$ threshold)	2
Property damage (under \$ threshold)	1
Total:	3

Tickets	Count
Traffic (Municipal Court)	207
Traffic (Washington County Juvenile Court)	5
Traffic Charges (Municipal Court)	409
Traffic Charges (Washington County Juvenile Court)	5
Ordinance (Municipal Court)	1
Warning	172
Tow	13
Total:	398

Incidents - 03/01/2026 - 03/31/2026



Memos - 03/01/2026 - 03/31/2026

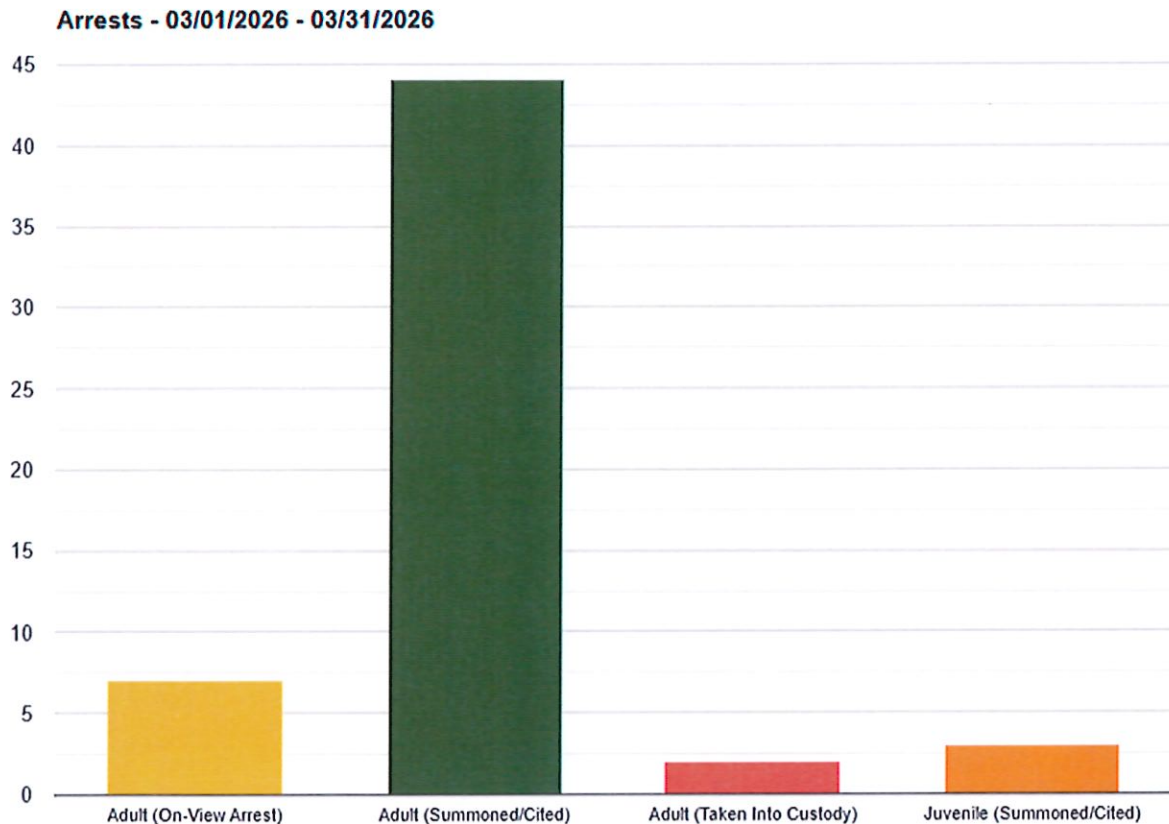


- **TRAFFIC**

- A total of 221 traffic tickets were written in the month of March.

- **CRIMINAL INVESTIGATIONS**

- There are several open and active investigations currently and several Presentments scheduled for the Grand Jury in mid-May.



- **MOTOR VEHICLE CRASHES**

A total of (29) crashes were reported and investigated for the month of March. Most crashes occurred on East/West Jackson Blvd; most crashes were over \$400 in damage with some resulting in a possible or confirmed injury.

- **CANINE**

Here are the K9 stats for the month of March.

- K9 Cygan: 16 hours of training and 0 deployments.
- K9 Daryl: 22 hours of training and 1 deployment.
- K9 Falco: 16 hours of training and 0 deployments.

- **RESERVES**

Reserve Officer Hours - 2026

Reserve Officer	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
Beagle, William	4	16.5	0										20.5
Chiarieri, James	44	12	16										72
Collins, Robin	10	0	8										18
Greenway, Chester	20	0	0										20
Hough, Richard	6.5	0	0										6.5
McCracken, Logan	4	0	0										4
Rice, Jesse	0	0	0										0
Wilt, Paul	8	8	13										29
Wood, George	8	10	0										18
TOTALS:	104.5	46.5	37	0	0	0	0	0	0	0	0	0	188

- **CODE ENFORCEMENT**

There were (0) ordinance violations issued during the month of March.

- **DISPATCH TRANSACTIONS FOR JCPD**

For March, our dispatchers assisted Johnson City Police Department with approximately (13) transactions.

- **OTHER CALLS FOR SERVICE**

There were (2037) CAD Entries for the month of March.

2026

BUILDING PERMITS REPORT

	<u># PERMITS</u>	<u>AMOUNT</u>	<u>FEES</u>	<u>NEW HOUSES</u>	<u>COMMERCIAL</u>	<u>RENOVATIONS PLUMBING MECHANICAL MISCELLANEOUS</u>	<u>ADDITIONS</u>	<u>SIGNS</u>
January	38	8,121,653.67	68,412.87	25	3	9	1	0
February	17	1,412,658.50	11,988.29	1	2	13	1	0
March	49	7,289,244.87	61,565.73	27	4	17	0	1
April								
.May								
June								
July								
August								
September								
October								
November								
December								
TOTALS	104	\$16,823,557.04	\$141,966.89	53	9	39	2	1

	<u>Monthly Total</u>	<u>Year-To-Date</u>
New House Permits	5,860,152.00	\$13,999,402.00
New House Permit Fees	49,811.18	\$118,888.88
Commercial Permits	183,978.00	\$1,142,978.00
Commercial Permit Fees	1,124.75	\$9,026.25
Renovations, Additions Permits	1,245,114.87	\$1,681,177.04
Renovations, Additions Permit Fees	10,629.80	\$14,051.76

JONESBOROUGH BUILDING PERMITS

COMPARISON SHEET

YEAR - 2025				YEAR - 2026			
MONTH	# OF PERMITS	PROJECT COST	PERMIT FEE	MONTH	# OF PERMITS	PROJECT COST	PERMIT FEE
January	33	6,498,570.94	55,963.25	January	38	8,121,653.67	68,412.87
February	8	1,820,062.31	16,087.09	February	17	1,412,658.50	11,988.29
March	13	1,608,839.08	13,717.34	March	49	7,289,244.87	61,565.73
April	13	1,478,238.21	12,799.09	April			
May	13	1,493,560.00	13,318.10	May			
June	15	1,492,616.81	13,312.24	June			
July	18	2,758,978.66	21,126.11	July			
August	16	3,067,821.00	26,639.02	August			
September	18	1,635,159.00	14,052.46	September			
October	18	1,229,468.66	10,587.06	October			
November	15	1,650,667.60	13,496.03	November			
December	20	844,010.00	8,321.00	December			
TOTALS	200	\$25,577,992.27	\$219,418.79	TOTALS	104	\$16,823,557.04	\$141,966.89

**TOWN OF JONESBOROUGH
2026 BUILDING PERMITS**

DATE	OWNER	ADDRESS	TYPE OF CONSTRUCTION	ZONING DISTRICT	PROJECT COST	PERMIT FEE	# UNITS	TOTAL SQ. FT.
MARCH - Page 1								
3/2/26	Core Group, LLC	114 Holmes Drive	New Deck	R-1	7,500.00	63.75		
3/2/26	Shannon Cline	454 Bowman Ave	New Deck	R-2	4,500.00	38.25		
3/2/26	Karl Klein	140 Boone Street	Renovation	B-4	100,000.00	850.00		
3/3/26	Foster Signs	120 South Cherokee St	Sign	B-3	1,350.00	47.25		
3/3/26	Kimberly Jones	107 John Sevier Ave	New Deck	R-2	800.00	6.80		
3/9/26	Kathryn Kloprenstein	1306 Greenlee Drive	New Deck	R-1	10,000.00	85.00		
3/10/26	Tucker Home Builders, LLC	554 Middays Rest	House	R-1A	325,000.00	2,762.50	1	1,830
3/10/26	John Legg Heating & Air	4 Teague Court	HVAC System	R-1	7,488.00	63.64		
3/11/26	Earl Henley/Recon Co - Tri-Cities	239 East Main Street	Renovation	R-2/H-1	250,000.00	2,125.00		
3/11/26	Tony & Jennifer Garrett	1401 West College Street	Storage Bldg	R-1	600.00	10.20		
3/12/26	Viktor Sukowjki	1005 West Main Street	Close in Front Porch	B-3	1,500.00	25.50		
3/12/26	Jordan Marvin	290 Blount Street	Deck Repair	PRD	7,750.00	68.87		
3/12/26	Robert Sauls	605 John Green Road	Storage Bldg	R-1	18,000.00	153.00		
3/18/26	Firm Foundation Construction	128 West Main Street	Renovation	R-3/H-1	100,000.00	850.00		
3/19/26	Buckingham Development	685 Twilight Falls	House	R-1A	408,000.00	3,468.00	1	2,000
3/20/26	Russell Sansom	110 Jackson Lane	New Deck	R-1	3,000.00	51.00		
3/23/26	Tittle Construction	205 & 211 Residential Dr	New Building	B-3	800,000.00	6,800.00		
3/23/25	D.R. Horton	10 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	11 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	12 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	14 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	15 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	16 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	17 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	18 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	19 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	20 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	21 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/25	D.R. Horton	23 Teagan's Terrace	Townhome	B-3	123,322.00	1,048.23	1	1,381
3/23/26	Raymond Earhart	213 N. 3rd Ave	New Carport	R-1	7,000.00	59.50		
3/23/26	David Deahardt	1007 West Jackson Blvd	Deck/Covered Porch	B-3	10,000.00	85.00		
3/23/26	Pat Weber	168 & 170 Chucks Alley	Duplex	B-3	485,000.00	4,122.50	1	3,084
3/23/26	Pat Weber	172 & 174 Chucks Alley	Duplex	B-3	485,000.00	4,122.50	1	3,084
3/24/26	Charlie Blair	907 Allison Drive	House	R-1	250,000.00	2,125.00	1	1,200
3/26/26	Tom Flagg	203 New Hope Road	New Deck	PRD	4,850.00	41.22		
03/26/26	Levi Walls	1529 West College Street	House	R-1A	\$150,000.00	\$1,275.00	1	



Senior Center:

Our new program “Welcome Home” launched in March was a tremendous success. This initiative focuses on visiting neighboring communities and exploring key destinations that help orient new members to Northeast Tennessee. We also took a trip to Barter Theatre to see *Pickleball: The Play*. We hosted an eight ball and nine ball pool tournaments. Special thanks to Rick Duvall for installing new lighting over the pool tables.

The Ambassador Program is going well, hosted at the Senior Center throughout March, the program will conclude on April 13. Participants have learned about the history of Jonesborough, Town services, and utilities, and next week they will meet the Community Engagement teams. Fifteen Ambassadors will graduate at the next Board of Mayor and Aldermen meeting, and we look forward to their continued involvement in the community and their role in sharing accurate and helpful information about Jonesborough with people they encounter. The Town supervisors have done an excellent job conveying how their departments work and their dedication to the mission of the town. Photos attached.

Through grant funding, we replaced an exercise bike in the Fitness Center with a NuStep machine that supports both upper and lower body exercise and includes a swivel seat. This equipment is comparable to what is used in outpatient rehabilitation settings. We are grateful to the Department of Disability and Aging for awarding the grant that made this possible. Additional grant funds were used to purchase two light poles, which will be installed in Lincoln Park by Town staff.

We are currently preparing for the Spring Expo and Health Fair on April 22. Vendor tables are sold out, and the event will provide members and the broader community with valuable information on health, financial planning, nutrition, and other community services.

The Senior Center welcomed 63 new members in March.

We are pleased to welcome Donna Sims as our new Receptionist.

At the end of April, staff will participate in the First Tennessee Area Agency on Aging and Disability Conference, which provides valuable opportunities to learn best practices in senior services.

Lincoln Park

Outdoor park activities have resumed, including bocce ball, shuffleboard, cornhole, pickleball, and Lincoln Loopers. Art in the Park will return next Thursday and will be offered every second Thursday in partnership with Parks and Recreation.


In collaboration with UT Extension, Master Gardeners, and Parks and Recreation, raised garden beds at Lincoln Park were cleaned, fertilized, and prepared for planting. Special thanks to Sunny Ezell for

designing the garden layout and coordinating supplies. We look forward to a successful growing season and harvesting fresh produce.

Our pickleball group will also participate in a tournament on April 14th, supported by graduate students from East Tennessee State University.

A monthly calendar is attached.

Respectfully,

A handwritten signature in black ink, appearing to be 'Mary Regen', written over a large, stylized circular flourish.

Mary Regen, Director



Jonesborough Senior

Service Days	Units	Avg. Units	Attendance	Avg. Attendance	Unduplicated Count
22	6567	298.5	4926	223.9	977

Registered Clients						
Activity	Service Days	Units	Avg Units	Attendance	Avg Attendance	Unduplicated Count
Advisory Board Meeting	1	7	7	7	7	7
Alzheimer Support Group	1	1	1	1	1	1
An Encouraging Word for Women	3	6	2	6	2	3
Balance & Stretch	8	110	13.8	110	13.8	32
Barter Theater & Lunch	1	36	36	12	12	12
Beginner Double-Deck Pinochle	1	1	1	1	1	1
Billiards	22	285	13.0	285	13.0	40
Billiards Tournament	2	27	13.5	27	13.5	17
Bingo	5	357	71.4	357	71.4	111
Blood Pressure Check	6	8	1.3	8	1.3	6
Blood Sugar Screening	1	1	1	1	1	1
Bocce Ball on Thursdays	1	8	8	8	8	8
Book Review Club	1	18	18	18	18	18
Bowling Trip	1	51	51	17	17	17
Bridge Club	9	54	6	54	6	16
Cafe Connection	4	109	27.2	109	27.2	41
Card Making	1	13	13	13	13	13
Chair Yoga	9	293	32.6	293	32.6	109
Checkin - Attendance	22	331	15.0	331	15.0	109
Chess	4	20	5	20	5	5
Coffee & Chat with Kathy	5	91	18.2	91	18.2	24
Coin Club	1	5	5	5	5	5
Cooking Class with Mary & Tracy	1	13	13	13	13	13
Cribbage	4	23	5.8	23	5.8	9
Crochet Group	1	6	6	6	6	6
Draw Your World	1	11	11	11	11	11
Fitness Room MUST HAVE BLUE BAND	22	1710	77.7	1710	77.7	313
Flow & Yin Yoga	5	16	3.2	16	3.2	6
Fun Pump & Stretch	4	58	14.5	58	14.5	27
Fun with Trivia	4	39	9.8	39	9.8	12
Funshine	1	7	7	7	7	7
General Technology Assistance	2	6	3	6	3	5
Gentle Yoga	9	159	17.7	159	17.7	49
Hand & Foot	4	69	17.2	69	17.2	29
Healthy Eating Every Day	6	51	10.2	51	10.2	20
Hearing Screening	1	18	18	18	18	18
Instructional Shuffleboard	5	43	8.6	43	8.6	16

Jam Session	4	74	18.5	74	18.5	31
Jonesborough Dulcimer Players	3	8	2.7	8	2.7	4
Joyful Women's Bible Study	4	76	19	76	19	28
Kickboxing Class	4	51	12.8	51	12.8	24
Knit Pickers	5	42	8.4	42	8.4	15
Knoxville Ice Bears	1	84	84	21	21	21
Legal Aid	1	8	8	8	8	8
LifeFit	5	55	11	55	11	18
Lincoln Loopers	5	8	1.6	8	1.6	3
Line Dancing	3	29	9.7	29	9.7	16
Listening Day with McKinney Center	1	1	1	1	1	1
Lunch Bunch-Bus Trip	1	24	24	12	12	12
Lunch-Dining Room-Nutrition	10	181	10.1	181	10.1	41
Mahjong	5	35	7	35	7	10
Massage Therapy	8	17	2.1	17	2.1	15
Medicare Education Seminar	1	7	7	7	7	7
Meditation with Lotus	4	8	2	8	2	3
Movement with Intention	4	59	14.8	59	14.8	28
Net Trans- to Center	10	20	2	20	2	4
Net Trans-go home	10	19	1.9	19	1.9	4
Not Your Mothers Sewing Guild	1	4	4	4	4	4
Nursing Resources	8	9	1.1	9	1.1	6
Orientation of Fitness Equipment	4	38	9.5	38	9.5	38
Painting w/ Tania	1	20	20	20	20	20
Parkour Silver	3	7	2.3	7	2.3	5
Ping Pong	22	54	2.5	54	2.5	7
Play Rook	9	35	3.9	35	3.9	10
Relaxation Station	6	6	1	6	1	3
Rock Painting	1	2	2	2	2	2
Scrabble Game	8	30	3.8	30	3.8	7
Shower	8	9	1.1	9	1.1	4
Shuffleboard	4	4	1	4	1	3
Silver Sneakers-Circuit	13	470	36.2	470	36.2	90
Silver Sneakers-Classic	13	489	37.6	489	37.6	88
Silver Sneakers-EnerChi	9	99	11	99	11	34
Silver Sneakers-Splash	8	65	8.1	65	8.1	22
Stitch Therapy	5	43	8.6	43	8.6	15
Trivia with Budds	1	12	12	12	12	12
Veteran's Fair Bus Trip	1	36	36	12	12	12
Veterans Meet and Greet	1	13	13	13	13	13
Vintage Productions	3	15	5	15	5	8
Welcome Home: Getting to Know Our Area	1	65	65	13	13	13
WERQ	9	51	5.7	51	5.7	12
Writers Workshop	1	2	2	2	2	2
Yogalates	9	65	7.2	65	7.2	27
Zumba Class	6	57	9.5	57	9.5	28
All Activities	22	6,567	298.5	4926	223	977



NuStep





Utilities March 2026 Monthly Report

From Utility Manager, Kevin Brobeck

To: Jonesborough Board of Mayor and Aldermen

The Utilities Department remained actively engaged throughout the month of March, continuing to provide reliable service while supporting ongoing maintenance and infrastructure improvements. Crews across all departments worked efficiently to address system needs, complete work orders, and respond to customer requests while maintaining compliance with all regulatory standards. Preventative maintenance, system upgrades, and project coordination remained a priority, contributing to overall system reliability and performance. Staff also continued preparations for upcoming system enhancements to improve workflow and communication across departments.

The Water Quality Department remained actively engaged throughout the month, focusing on meter reading operations, customer service support, and coordination with multiple departments to ensure efficient service delivery. Staff completed multiple reading cycles, maintained accurate account management, and responded to high level of customer inquires and service requests. In addition to daily operations, the department continued to support system improvements and interdepartmental software implementation initiatives.

Water Quality also maintained ongoing involvement in system modernization efforts, including continued coordination of the Cartegraph System and the upcoming Comcate System for Town Hall dispatch operations. Staff also participated in meetings with FEMA, TEMA, and TDEC regarding compliance, materials, and project related coordination. These efforts are focused on improving workflow efficiency, communication, and long term service tracking capabilities. Additional discussions were held to evaluate updates to departmental uniforms to improve efficiency and professionalism.

Key Activities and Accomplishments for the Month Include:

- Read Cycle 1, 2, 3, and 4 for a total amount of 14,009 meters read
- Processed a total of:
 - 140 cut ons, including Certificates of Payment (COPs)
 - 64 cut offs, with continued monitoring of accounts showing active usage
 - 114 non payment accounts processed ensuring proper account management
 - Completed 67 meter rechecks and 25 meter maintenance to ensure billing accuracy and reliability
 - Performed 162 water line flushing to maintain water quality and system performance
 - Addressed 44 service line leaks, minimizing system disruptions
- Responded to a total of 318 customer inquiries, assisting residents with questions related to water service, disconnection notices, leak checks, and ongoing or future projects.
- Managed 725 dispatch and service calls, ensuring timely coordination and response by appropriate departments.

- Monitored and managed cut off lists weekly, identifying accounts with active usage and ensuring proper follow up and communication.

The Valve Maintenance Department focused on preventative maintenance, system reliability, and support of field operations. The Valve Maintenance Specialist conducted routine valve exercising, flushing, and inspections while also assisting multiple departments with repairs, system diagnostics, and customer service needs. Continued efforts were made to ensure proper valve operation, system pressure stability, and overall infrastructure functionality.

Key Activities and Accomplishments for the Month Include:

- Performed approximately 108 valve maintenance operations across multiple service areas including Arnold Rd, West Hills, Glendale, Oakland, Chapmans Reserve, Cherokee Rd, and Bowmantown Rd ensuring proper functionality and accessibility.
- Completed maintenance and operational checks on 15 flush valves, including battery replacements and ongoing daily monitoring to ensure reliability.
- Flushed approximately 162 locations throughout the system to maintain water quality and proper line performance.
- Located and marked a total of 15 valves, including work performed on Arnold Rd, Chapmans Reserve, West Hills, Persimmon Ridge, and Forester Lane improving system mapping and accessibility.
- Conducted 8 blow off valve rechecks confirming all were operating properly.
- Performed pressure checks and maintenance at Highway 81 N Pump Station ensuring system stability and proper operation.
- Repaired valve boxes and installed new markers, including work performed on West Jackson Blvd for new development.

The Valve Maintenance Specialists provided continued support across multiple departments and operations, including:

- Assisting Distribution with leak repairs on Hairetown Rd, Berry Ridge Rd, Forester Ln, and Leesburg Rd as well as meter replacements along Highway 11E.
- Supporting Wastewater operations with tap assistance and GPS related work including locating infrastructure to support accurate system mapping.
- Assisting with Water Treatment Plant with valve work and repairs including 4 inch line repair at a hydrant on Arnold Rd and supporting pump station operations and pressure checks associated with system adjustments.

The Cross Connection Department focused on meter accuracy, backflow prevention, system troubleshooting, and data management. The Cross Connection Specialist performed a variety of technical tasks including meter programming, maintenance, and investigations while also supporting Water Quality and Distribution operations. Continued efforts were made to improve system reliability, address meter related issues, and ensure compliance with backflow prevention standards. The department also continued preparation for system enhancements including ongoing work within OpenGov, data organization

Improvements, and research into advanced meter programming solutions to address reverse flow and backflow related concerns.

Key Activities and Accomplishments for the Month Include:

- Replaced and repaired multiple meters due to damage from freezing, including work performed on Cherokee Rd and Middays Rest ensuring continued service accuracy.
- Reprogrammed and calibrated multiple Octave meters and transmitters at locations including Oakland, Muddy Fork, Washington College, Highway 11E, Troyers Mountain Store, Limestone Free Will Baptist Church, and JD Metals improving meter accuracy and data reliability.
- Troubleshoot and reprogrammed master meters, including 6 inch meter on Arnold Rd and a 10 inch meter experiencing reverse flow issues ensuring proper system readings and functionality.
- Conducted ongoing research and field investigation of the Chuckey Utility meter system, including work at Bailey Bridge, to address reverse flow readings and improve system performance.
- Performed meter maintenance and repairs including work on Bacon Branch, Twilight Falls, Couch Rd, Hartman Dr, and Marigold Ln, addressing leaks, AMR reading issues, and no water concerns.
- Assisted with the installation and research of new meter systems for developments along Adams Rd and Corby Rd, with approximately 16 units currently installed.
- Completed troubleshooting and field testing of new equipment, including antenna testing and development of an excel calculator to improve Octave meter readout accuracy.
- Updated Cross Connection records including database updates for Lamar Elementary, Davy Crockett High School, Grandview Elementary, and Stepping Stone.
- Performed backflow device location and inspection at Tennessee Hills Distillery and Cross Point Church supporting compliance and system safety.
- Verified irrigation meters and followed up on expired backflow testing requirements ensuring adherence to regulatory standards.

The Water Distribution Department remained actively engaged throughout the month of March, focusing on system maintenance, infrastructure improvements, and responsive service delivery. Crews prioritized leak repairs, service installations, and system upgrades while also supporting ongoing construction and utility projects. Work was performed across multiple service areas, including Russell Circle, West Jackson Blvd, Jonesborough Road, and Tiger Way, ensuring continued system reliability and timely response to operational needs.

In addition to routine operations, staff contributed to ongoing infrastructure improvements by assisting with water treatment plant related work. Including the relocation of an 8-inch ductile iron main line within the plant complex and installation of 4-inch and 10-inch gate valves to support construction activities. Preventative measures were also taken to eliminate potential future issues, including abandoning aging galvanized lines on Russell Circle and completing necessary site clean-up activities to support long-term system performance.

Key Activities and Accomplishments for the Month Include:

- Repaired a total of 25 water leaks, an increase from 17 the previous month, with work completed across multiple service areas to minimize disruptions and maintain system integrity.

- Completed 11 new tap installations, compared to 6 in the previous month, supporting continued growth and service demands.
- Set 21 meters for new residential connections, supporting ongoing development and ensuring timely service availability for new customers.
- Responded to 345 Tennessee One Call requests, ensuring proper utility marking and coordination for safe excavation activities throughout the service areas.
- Installed 2 down meters and replaced 10 meter boxes, including upgrades in areas such as West Jackson Blvd, improving system accuracy and reliability.
- Completed 15 yard restorations, significantly increasing from 5 the previous month, including restoration efforts along Old Jonesborough Road and surrounding residential areas.
- Addressed 2 customer complaints, maintaining a low complaint volume and consistent service standards.
- Installation of approximately 1,600 linear feet of 6" ductile iron pipe is currently in progress of Armentrout Road; work continues on a 3way valve system on Matthews Mill Road, with approximately 40 linear feet of 6" ductile iron remaining to complete the project.

The County Crew made significant progress on system expansion and infrastructure improvements during the month. Crews installed a total of 2,200 linear feet of 6-inch ductile iron pipe, enhancing system capacity and supporting future growth.

Key Project Highlights Include:

- Completion of the Hartsell Road project on March 10th, including the final 400 feet of installation through rock, requiring specialist equipment.
- Installation of 1,000 feet of water line on Maverick Road, completed within a three day timeframe.
- Installation of:
 - Four ¾ inch service taps
 - Three fire hydrants (Wetlands, Jonesborough Middle School, & WTP)
 - Two 2-inch blow-off assemblies
 - Four 6-inch tees
- Water line extension began on Rocky Hollow Road this week with approximately 800 linear feet remaining; upcoming work planned for M. Kyker Road, followed by Adams and Corby Road.

Crews also completed multiple roadway crossings on Maverick Road, ensuring proper backfilling and restoration of driveways. Additional efforts focused on drainage improvements along both Hartsell Road and Maverick Road, including ditch and culvert work, as well as final site clean-up to ensure long term stability and proper water flow management.

The Utilities Electrical and Maintenance Department focused on infrastructure improvements, system reliability, and preventative maintenance across multiple facilities. Staff performed a variety of electrical, mechanical, and structural tasks to support plant operations, booster pump stations, and ongoing capital improvement projects.

In addition to routine maintenance, the department played a key role in supporting operational continuity through system upgrades, emergency repairs, and coordination with Distribution and Wastewater

departments. Ongoing improvements to the Utilities Maintenance shop also continued, enhancing workplace functionality and operational efficiency.

Key Activities and Accomplishments for the Month Include:

- Continued work on the Utilities Maintenance Shop including wall construction, preparation of door openings for all rollup doors, and installation of electrical systems and lighting.
- Conducted multiple plant shutdowns to support infrastructure improvements including
 - Relocation of a 10 inch valve to accommodate excavation work for construction activities.
 - Repair of a 2 inch water line leak supplying the chemical room
- Performed generator startup and suction pressure testing at the Highway 81 Booster Pump Station and successfully brought the station online.
- Installed 1 inch conduit and electrical wiring for generator battery charging systems and water jacket heater circuits at the plant.
- Replaced a damaged caustic soda feed pipe from the chemical room to the finished water clear well, restoring proper chemical feed operations.
- Installed and upgraded air bleeder valve systems at the Rockhouse Booster Pump Station improving operational safety and system performance for all three pumps.
- Conducted ongoing troubleshooting of discharge pressure transmitter issues at the Rockhouse Booster including testing of a new radio communication link.
- Repaired a pre-chlorine pipe leak located underground near the chemical building ensuring continued treatment process reliability.
- Completed concrete work for the automatic transfer switch at the Raw Water Intake supporting backup power capabilities and system resilience.
- Responded to a service call at the Patriot Point sewage lift station assisting Wastewater.
- Installed piping modifications to redirect discharge from pump air bleeder valves to safer locations.

The department continued to support Distribution with plant related work and Wastewater operations through service calls and system maintenance. Additional efforts included obtaining fuel quotes for generator operations and assisting with system readiness for emergency and backup power scenarios.

The GIS/GPS & Inspections Department remained focused on system mapping, asset verification, and infrastructure support throughout the month of March. Efforts were concentrated on improving the accuracy of system data through GPS surveying and ArcGIS Online (AGOL) mapping while also supporting ongoing capital improvement projects and booster pump station upgrades.

Work included the collection and verification of critical system assets such as valves, hydrants, and associated appurtenances ensuring accurate mapping and improved system tracking. The department also provided coordination and oversight support for multiple infrastructure projects including booster pump station installations and communication system upgrades.

Key Activities and Accomplishments for the Month Include:

- Completed GPS surveying and ArcGIS Online mapping of critical water system assets including valves and hydrant shutoffs along:
 - The 16 inch transmission main from May Dr (West College St) to Thompson Meadow Ln extending through the Jonesborough Elementary School easement to Skyline Dr.
 - The 6 inch ductile iron waterline from Louise Ln to Ruby Rose Ridge within the Spring Ridge Subdivision.
 - The 6 inch waterline along McCoy Cir to East Jackson Blvd (Highway 321).
- Continued support of the Highway 81 North Booster Pump Station including coordination of generator startup, telemetry wiring, communication installation, and final system testing in preparation for full operation.
- Assisted with coordination of Charlie Hicks and Bumpus Cove Booster Pump Station replacements include:
 - Installation and placement of packaged pump stations (PPS)
 - Coordination of underground piping connections
 - Concrete forming, reinforcement, and foundation construction
- Supported installation and testing of communication and telemetry systems including coordination with external contractors to ensure proper data transmission and system integration.
- Coordinated site improvements at Highway 81 Booster Pump Station include:
 - Concrete access drive installation
 - Security fencing installation
 - Placement of crushed stone for site stability and accessibility

While GPS field activities were limited during portions of the month due to medical leave, efforts remained focused on maintaining project continuity and ensuring accurate data integration into mapping systems.

The Water Treatment Plant operated efficiently throughout the month of March maintaining full compliance with all State and Federal regulatory standards while meeting system demand. Plant staff focused on water quality monitoring, treatment optimization preventative maintenance, and infrastructure improvements to ensure safe and reliable drinking water for the Town Of Jonesborough. A total of 78 million gallons of water was treated during the month with a daily average of 2.68 million gallons, a maximum of 2.98 gallons, and a minimum of 2.27 gallons demonstrating consistent operational performance.

Key Activities and Accomplishments for the Month Include:

- Completed all required bacteriological sampling (40 samples) with 100% negative results confirming no presence of harmful bacteria.
- Conducted Disinfection Byproduct (DBP) testing with all results well below regulatory limits ensuring compliance with Safe Drinking Water Act Standards.
- Collected and submitted TOC/DOC and fluoride samples with all results within acceptable ranges including a fluoride residual of 0.54 ppm.
- Completed and submitted the Monthly Operations Report (MOR) to TDEC in compliance with regulatory requirements.
- Finalized and published the 2025 Consumer Confidence Report (CCR) providing transparency to customers regarding water quality and system performance.

- Performed jar testing on coagulants to evaluate treatment efficiency confirming current treatment chemicals are performing effectively.
- Repaired multiple system leaks including:
 - Caustic soda feed line
 - Pre-chlorine line
 - 2 inch process water line (required 6 hour plant shutdown)
- Installed a 10 inch valve on the plant discharge line to support ongoing construction and allow removal of outdated infrastructure.
- Cleaned the small sedimentation basin improving treatment efficiency due to increased sediment from prior storm damage.
- Replaced a failed sump pump system associated with analyzer discharge including installation of a temporary bypass and new permanent pump.
- Completed instrument calibration and preventative maintenance including servicing both MOIX generators which produce disinfectant for the treatment process.

The department coordinated with multiple departments and contractors to support ongoing operations and improvements. Additional efforts included participation in monthly leadership meetings and continued coordination with contractors for system enhancements and equipment installation

The Parts and Inventory Department remained actively engaged throughout the month of March supporting all utility departments through procurement, inventory management and material coordination. Efforts focused on maintaining adequate stock levels, processing purchase requests, and ensuring departments had the necessary materials and supplies to complete daily operations and ongoing projects.

Key Activities and Accomplishments for the Month Include:

- Coordinated and submitted bid requests for materials related to the Maverick Rd project supporting upcoming construction efforts.
- Processed multiple requisitions and purchase orders for essential materials and supplies across departments.
- Maintained and organized inventory across multiple storage areas including main office, upstairs and downstairs parts room, and exterior storage shed improving accessibility.
- Monitored and evaluated inventory levels to ensure availability of critical materials needed for daily operations and emergency repairs.
- Ordered and distributed janitorial supplies ensuring the facility is properly stocked.
- Completed routine coding and processing of invoices supporting accurate financial tracking and budget management.
- Obtained pricing and sourced materials for various operational needs:
 - Repair clamps
 - Mega lug kits
 - Street signs and stands
 - Water Distribution supplies

The department continued to provide essential support to all departments by ensuring timely procurement of materials and maintaining organized inventory systems. Ongoing coordination with vendors and internal departments helped streamline operations and ensure readiness for both routine work and large scale projects.

The Wastewater Department focused on system maintenance, regulatory compliance, and ongoing infrastructure improvements. Crews responded service calls, completed system repairs, and continued progress on capital projects while maintaining operational reliability across the collection system and treatment plant.

The Wastewater Treatment Plant (WWTP) operated efficiently throughout the month and remained in full compliance with the NPDES permit with all industrial users also remaining compliant under the Industrial Pretreatment Program. Staff continued efforts to address inflow and infiltration (I&I) as elevated flow rates were observed during periods of rainfall.

Key Activities and Accomplishments of the Month Include:

- Responded to 8 customer service calls with 100% resolution
- Processed 375 Tennessee 811 located with 139 requiring field action ensuring safe excavation and coordination.
- Completed 1 new sewer tap with additional taps pending and ongoing coordination for over 100 contracted tap installations.
- Performed system maintenance:
 - 500 feet of line cleaning
 - 100 feet of line inspections
 - 8 station repairs and cleanings
 - 2 system repairs and 2 STEP unit repairs
- Completed key projects including:
 - Mainline repairs on Lawing Ave
 - STEP unit installation at Cross Point Church
 - Grit and grease separator installation at the Street Department Shop
- Continued progress on major projects include:
 - CIPP lining (East Main St and Forest Cir) approximately 95% complete
 - A Station Project (North 3rd Ave to Angle St) approximately 25% complete

Wastewater crews conducted extensive field operations including camera inspections, system mapping, and repairs across multiple service areas such as Lawing Ave, McCoy Ave, Tiger Way, Zak Ct, Allison Dr, Mountain View Ct, and Shell Rd.

Additional work included:

- Replacement of pumps and control systems at multiple stations including Spring St, Patriots Point, and Telford following equipment failures
- Ongoing maintenance and cleaning of pump stations to ensure proper operation
- Repairs to STEP units and service lines including work on Miller Dr and Nortj Cherokee St
- Assistance with stormwater installation projects near Angle St

- Pump and haul operations during emergency conditions to maintain system levels and prevent further issues

The department responded to several system events during the month including overflows and releases associated with equipment and control failures as well as inflow and infiltration during heavy rainfall. All incidents were addressed promptly with repairs completed and systems returned to normal operation.

The Wastewater Treatment Plant maintained full compliance with all regulatory requirements with no violations reported. Total system flow increased due to rainfall and inflow/infiltration with an average daily flow of approximately 339,000 gallons attributed to I&I highlighting the continued need for system improvements. The plants Diesel Redundancy Pump was utilized during the month to support operations. The #3 Influent Pump Variable Frequency Dr (VFD) was repaired and returned to service restoring full system functionality. All laboratory sampling and monitoring results remained within required limits including CBOD, TSS, Ammonia, E. Coli, Chlorine residuals, Dissolved Oxygen and pH. A TDEC Pretreatment Compliance Inspection was conducted during the month with no significant findings. Local Limits revisions are ongoing with preliminary approval received and public notice issued.

The department continued to coordinate closely with contractors including M&M Pipe Services and Franklin Underground to advance ongoing infrastructure projects. Staff also maintained coordination with internal departments to support system maintenance, emergency response, and long term system improvements.

In closing, the Utilities Department will continue to prioritize system reliability, regulatory compliance, and responsive service delivery as we move into the next month. Staff remains committed to supporting ongoing projects and maintaining the high level of service provided to the Town of Jonesborough.

Thank you,

Kevin Brobeck

Town of Jonesborough
Water Quality Department
Monthly Report
MARCH 2026

<u>Meters Read:</u>	<u>Meters Cut On/CBOP</u>	<u>Meters Cut Off:</u>	<u>Meters Rechecked:</u>
14,009	140	64	67

<u>Meter Maintenance:</u>	<u>Non-Payment:</u>	<u>Customer Inquiries:</u>
Meters Marked - 14	114	318
Meters Serviced- 25		
Locations Entered in Harmony- 16		

<u>Water Line Flushing:</u>	<u>Service Line Leaks:</u>	<u>Reports & Spreadsheets:</u>
162	44	1,115

<u>Valve Maintenance:</u>	<u>Dispatch & Service Calls:</u>	<u>Water Line Locates:</u>
Valves exercised- 108	725	15

Total Actions Taken:
16,936



TOWN OF JONESBOROUGH

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Monthly Report March 2026

Water Distribution

Complaints - 2 2- Total Complaints Last Month

Taps Installed - 11 6 - Total Taps Last Month

Tennessee One Call - 345 385 - Total Last Month

This Month there were 345 locations marked on our Water System for proposed work such as Telephone Co, Gas co, Cable co, and Power Board.

Water Leaks Total- 25 17 - Total Last Month

Down Meters Installed Total - 2 2- Last Month

Meter Box Replaced Total - 10 5 - Total Last Month

Yard Work Clean Total - 15 5 - Total Last Month

1. Yards to sow (150 to sow)

For the month of March Town Crew

The Town Crew have concentrated their efforts on repairing all leaks and taps that have come in concentrated on keeping the water treatment plant project going by helping out and relocating an 8" di main line in the complex and cutting in 4 8" gate valves and 1 10" valve for the construction crews to be able to proceed plus we poured concrete on anything that was dead ended to keep from future problems in the new facilities being built. We also killed galvanized on Russell circle in Jonesborough

Upcoming Line Extensions Town Crew

Armentrout Rd 1600 ft 6" DI In Progress 3-way valve system on Matthew's mill rd. for tap and 40 ft of 6-inch DI is all that's left to complete this project.

Upcoming Line Extensions County Crew

- Hartsell Rd- 4500 Feet 6" DI Completed Lacking roughly 800 feet until completion
- Rocky Hollow Rd 800 LF Left to install. Start 3/30/26
- M. Kyker Rd
- Adams and Corby Rd.

For the month of March County Construction Crew

During the month of March, the county construction crew installed a total of 2,220 linear feet of 6-inch ductile iron pipe. Work on Hartsell Road was completed on March 10th, including the final 400 feet through rock, which required the rental and use of a Cat 320 rock hammer.

The crew began work on Maverick Road on March 11th and completed the 1,000-foot installation by March 13th. Throughout the month, the crew also installed four ¾-inch service taps, three fire hydrants, two 2-inch blow-off systems, four 6-inch by 6-inch tees, and nine 6-inch gate valves.

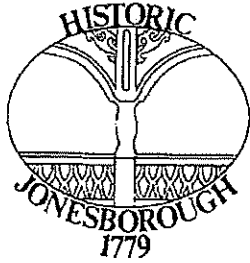
On Maverick Road, the crew crossed seven driveways, which were subsequently backfilled with rock. At the start of the project, the roadway was cut and cold-patched to facilitate the installation of a 6-inch tapping valve, allowing pipe installation to proceed along Maverick Road.

The remainder of the month was dedicated to site cleanup on both Hartsell Road and Maverick Road, as well as ensuring proper drainage through ditch lines and culverts.

Utilities Maintenance Dept.

Month of March 2026

1. *Worked on Utilities Maintenance shop, building a wall, preparing door openings for roll up doors and installing electrical and lighting.*
2. *Conducted a plant shutdown for distribution to relocate a 10" valve that used to feed the original plant for Judy Construction to be able to excavate.*
3. *Week of 3/9/2026*
4. *Conducted generator startup and suction pressure testing at Hwy 81 Booster Pump Station*
5. *Installed 1" conduit and pulled wire for Plant generator battery charging and water jacket heater circuits.*
6. *Requested quote for fuel for Plant generator.*
7. *Replaced damaged caustic soda feed pipe from chemical room to finished water clear well.*
8. *Installed piping for pump air bleeder valves to redirect water flow to a safer location for all three pumps at Rockhouse Booster Pump Station.*
9. *Week of 3/16/2026*
10. *Installed air bleeder valve at Rockhouse Booster Pump Station for discharge pressure transmitter.*
11. *Repaired pre-chlorine pipe leak underground on back side of the chemical building.*
12. *Received and started assembling Maintenance shop shelving.*
13. *Conducted Plant shutdown to repair a 2" water line leak that was feeding the chemical room.*
14. *Conducted a service call for Wastewater at Patriot Point sewage lift station.*
15. *Week of 3/23/2026*
16. *Conducted troubleshooting of an ongoing issue with Rockhouse Booster Pump Station discharge pressure transmitter.*
17. *Working on testing a new radio link.*
18. *Put new Hwy 81 Booster Pump Station online.*
19. *Poured concrete for the Automatic Transfer Switch at the Raw Water Intake.*



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March 2026 Monthly Report GIS/GPS & Inspections

Week of 3/02/2026.

GPS Survey & ArcGIS Online (AGOL) Mapping for Critical Areas: GPS the existing assets i.e. waterline valves & associated appurtenances on the existing 16-inch transmission main from May Dr. at W College St. to Thompson Meadow Ln, through the easement at Jonesborough Elementary School up to the tie-in at the existing 6-inch ductile iron pipe (DIP) waterline on Skyline Dr.

Hwy 81 North Booster Pump Station (BPS): No construction site activities planned.

Charlie Hicks & Bumpus Cove Booster Pump Station (BPS) Replacements: No construction site activities planned. GRC is scheduled to be back on site to set the Package Pump Stations (PPS) the week of March 9th.

Week of 3/09/2026

GPS Survey & ArcGIS Online (AGOL) Mapping for Critical Areas: GPS the existing water isolation valves & FH shutoff valves on the 6-inch DIP waterline from the tie-in on Louise Ln up to the tie-in to the 6-inch waterline on Ruby Rose Rdg. in the Spring Ridge Subdivision. GPS the existing water isolation valves & FH shutoff valves on the existing 6-inch DIP waterline on McCoy Cir up to tie-in to the existing 6-inch PVC waterline on East Jackson Blvd (Hwy 321).

Hwy 81 N Booster Pump Station (BPS): Innovative Control Systems electrician Mike Rutherford will complete startup (testing) and commissioning for the new Cummins 80kW generator scheduled for Monday 3/9. Cummins will have a technician onsite to provide support for start-up and commissioning testing. Kellen Chaffee the Town of Jonesborough

Utilities Electrical/Maintenance Manager will be on site to observe and assist with the testing.



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Charlie Hicks & Bumpus Cove Booster Pump Station (BPS) Replacements: GRC will set the Bumpus Cove packaged pump station (PPS) over the 6" underground piping to fit up the underground piping to the suction in and discharge out pipe fittings on the PPS per design drawings sheet C-05 (BC).

Week of 3/16/2026

GPS Survey & ArcGIS Online (AGOL) Mapping for Critical Areas: No GPS survey & ArcGIS mapping planned. (GIS Mgr. out on medical leave)

Charlie Hicks (CH) & Bumpus Cove (BC) BPS Replacements: GRC will set the Charlie Hicks packaged pump station (PPS) over the 8" underground piping to fit up the underground piping to the suction in and discharge out pipe fittings on the PPS per design drawings sheet C-03 (CH).

Hwy 81 N BPS: Comcast is tentatively scheduled to provide and install the communication service cable from the Brightridge power pole drop down through the previously installed 2.5" sch 40 PVC communication conduit up to the rack mounted ATS & telemetry panel at the new BPS.

Week of 3/23/2026

GPS Survey & ArcGIS Online (AGOL) Mapping for Critical Areas: No GPS survey & ArcGIS mapping planned. (GIS Mgr. out on medical leave)

Hwy 81 N BPS: Innovative Control Systems electrician Mike Rutherford will complete the telemetry wiring for transmission of data remotely.

Charlie Hicks & Bumpus Cove BPS Replacements: GRC will begin concrete forming and rebar reinforcement installation for the proposed PPS concrete base/foundations per design drawings sheet C-03 & C-05.



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Week of 3/30/2026

GPS Survey & ArcGIS Online (AGOL) Mapping for Critical Areas: No GPS survey & ArcGIS mapping planned. (GIS Mgr. out on medical leave)

Hwy 81 N BPS: Innovative Control Systems electrician Mike Rutherford will complete testing of the communication/telemetry connections. The Town of Jonesborough Water Dist. Dept will check flow rates for suction upstream of the new BPS, if suction flow rates are within specification, the new BPS will be put into service. Traxon's concrete contractor will complete concrete forming, wire mesh reinforcement installation and Class A (4,500 psi) concrete pour for the concrete access drive extension up to the proposed BPS chain-link security gates. Traxon's fencing contractor will install the chain-link security fencing around the new BPS per the chain-link fence details shown on the design drawings sheet C-03. Placement of 8-inches of #67 crushed stone along the inside perimeter of the security fence around the BPS building will follow the fence installation.

Charlie Hicks & Bumpus Cove BPS Replacements: GRC will complete any remaining concrete forming and rebar reinforcement installations for the proposed PPS concrete base/foundations and pour Class A (4,500 psi) Concrete for both base/foundations.



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Wastewater – March 2026 Monthly System Operations Summary

Date: March 31, 2026

Customer Calls:

Total: 8 Resolved: 8

TN811: Taken: 375 Required Action: 139

Sewer Taps:

New: 1 Completed: 0 Pending: 2 Pending Contracted: *

* Contracted Taps are being consolidated. Over 100 active contracted taps are pending.

Projects Completed:

1. Mainline Repairs on Lawing Ave.
2. STEP Unit – Cross Point Church
3. Grit & Grease Separator – Street Dept Shop

Projects Underway:

1. CIPP – E. Main – Forest Circle
2. A Station Project – 3rd to A Station

System Maintenance:

Line Cleaning: 500' Line Inspections: 100' System Repairs: 2
Station Repairs: 8 Station Cleaning: 8 STEP Unit Repairs: 2

Overflows/Releases/Bypasses:

- 3/2/26 – Overflow Spring Street – Pump/Control Failure
- 3/12/26 – Overflow Persimmon Ridge – I&I
- 3/12/26 – Bypass Outfall – I&I
- 3/22/26 – Release Patriots Point – Pump/Control Failure
- 3/25/26 – Release Telford – Control Failure

Town of Jonesborough
Environmental Services
Department Monthly Report

March 1, 2026
thru
March 27, 2026

Wastewater Plant: The WWTP is operating well. The Diesel Redundancy Pump operated in March. In February, 9 days had precipitation, totaling 3.38 inches. The need for further I&I work is still apparent. The previous year's data indicates a daily inflow rate of 32%. In March, this rate was 43%, equating to an average of nearly 339,000 gallons per day.

Wastewater Plant Compliance – March 2026

Parameter	Result	Limit	Violation Y/N
CBOD Monthly	4mg/l – 29lb/d	21mg/l – 167lb/d	N
CBOD Weekly	5mg/l – 35lb/d	25mg/l – 208lb/d	N
CBOD Daily	5mg/l – 97%Rmv	30mg/l – +40%Rmv	N
Ammonia Mo.	0.5mg/l – 2.2lb/d	8mg/l – 67lb/d	N
Ammonia Wk.	0.6 mg/l – 3.5lb/d	12mg/l – 100lb/d	N
Ammonia Day.	1mg/l	16mg/l	N
TSS Monthly	4mg/l – 21lb/d	30mg/l – 250lb/d	N
TSS Weekly	5mg/l – 34lb/d	40mg/l – 304lb/d	N
TSS Daily	11mg/l – 91%Rmv	45mg/l – +40%Rmv	N
E. coli Monthly	2/100ml	126/100ml	N
E. coli Daily	1/100ml	198/100ml	N
Chlorine	1.4 mg/l	2.0mg/l	N
Sett. Solids	0.1ml/l	1.0ml/l	N
Diss. Oxygen	9.5 mg/l	6.0mg/l Minimum	N
pH	7.5su/7.8su	6su – 9su min/max	N

Please note that the information provided in the compliance table is accurate through 3/27/26

Activity Tracking:

	Current Month	Previous Month	% Change
Tasks Generated	546	350	+156%
Tasks Completed	452	253	+178%
Work Hours Recorded	1513.13	616.5	+245%

Please note that the information provided in the compliance table is accurate through 3/31/26

Industrial Pretreatment: All industries are currently in compliance with their industrial pretreatment permits. Local Limits revisions are ongoing. Public notice for preliminary approval is underway. APC has been sampled. TDEC conducted a Compliance Inspection on our program in March.

NPDES Permit: The WWTP is in full compliance with the NPDES permit.

If you have any questions, please do not hesitate to contact me at: 753-1022

Cobern O. Rasnick
Director of Environmental Services

Jonesborough Water Treatment Facility

Monthly Report

March 2026

As of March 29th 2026, the total amount of water processed was 78 million gallons, with a daily average of 2.68 million, a maximum of 2.98 million, and a minimum of 2.27 million.

This month, Monthly Bac T samples were finished and all samples tested negative. The plant operated within all established parameters. All in-house laboratory test results, as well as all external laboratory test results, were well within the appropriate standards and regulations. The Monthly Operations Report (MOR) was completed and turned into TDEC (State). Disinfection Bi-product (DBP) testing was completed this month and results were well within standards. A 10" valve was installed on the discharge line for the WTP so that a section of old line could be removed from the construction area of the new WTP. Leak was repaired on caustic line at WTP. Also, a repair was made on 2" water line that provides carry water for chemicals. This repair required water plant to be shutdown for 6 hours. Jackson Brownfield maintenance both MIOX generators. Judy construction tied in new by-pass drain line for the WTP. Labtronix onsite for instrument calibrations.

If you have any questions, please do not hesitate to contact me at: 423-791-3837

Seth Van Wyck
Director of Water Treatment

Parks and Recreation March 2026

Wetlands Waterpark

March was a productive month at Wetlands Waterpark, with several major upgrades completed and additional improvements underway as we prepare for the upcoming season.

The new pool filtration system has been installed and will be tested once the pool is filled. The new heater will also be installed and tested at that time. These upgrades are critical to improving efficiency and overall system performance.

Significant visual and operational improvements were also made throughout the park. The old wooden and rope fencing was removed and replaced with new 6x6 posts that will feature black netting. An additional cabana was installed, bringing the total number of cabanas to four and expanding rental opportunities. Staff partnered with the Dirty Street Fighters to paint the new 6x6 posts and began pressure washing the pool liner as part of ongoing seasonal preparation.

Nick also worked with a contractor to install variable speed drives on two additional pumps. These drives allow for better control of water flow and will help extend the lifespan of the equipment while improving energy efficiency.

Two new preseason events have been planned, including a Polar Plunge scheduled for May 2 and a Cardboard Boat Race scheduled for May 9. These events are designed to generate early-season engagement and excitement for the community.

Hiring efforts are ongoing as we approach opening day. While most positions are in good shape, we are still actively recruiting lifeguards.

Open Spaces Division

The Open Spaces team remained active throughout March, focusing on seasonal preparation, beautification, and field maintenance across multiple parks and facilities.

Staff applied long-acting pre-emergent treatments to all ballfields at Persimmon Ridge Park and Tiger Park to control weeds and grass ahead of the growing season. Fertilizer was also applied at Tiger Park using a 16-16-16 blend to promote healthy turf growth. The team aerated fields, spread leaf mulch, and set up irrigation to ensure proper watering as the season approaches.

Several multi-day cleanup efforts were completed across town. At Lincoln Park, staff removed leaf litter, weeded mulch beds, pruned perennials and hydrangeas, treated rock beds for weeds, and pressure washed all teak tables. Downtown, crews prepared for the St. Patrick's Day Parade by removing excess mulch and weeding tree wells, then continued work along Dogwood Lane to clean mulch beds of leaf buildup, weeds, dead plants, and fallen limbs. Golden Oak Park also received a full cleanup, including leaf removal, shrub cutbacks, weed control, and mulch bed maintenance.

At Wetlands Waterpark, staff cleared excess mulch from the front entrance beds, removed material from sidewalks, and added grass seed. These areas are being monitored and watered as germination continues.

Progress was also made in the greenhouse at Persimmon Ridge, where the first round of seed starting was completed successfully. These plants will be used in mulch beds throughout town and in the raised garden beds at the Senior Center. Staff also assisted the Senior Center and volunteers in preparing garden beds by removing weeds, breaking up soil, and adding compost, vermiculite, and organic fertilizer before planting.

Additional maintenance included weed control at the Stage Road Park food forest, perennial beds, hillside areas, and rock beds. Downtown pansy planters continued to be maintained through regular watering and fertilization.

Maintenance Division

March marked a transition month for the department as staff shifted from winter operations into full spring preparation. Despite changing weather conditions and an increase in events and activity, the team made strong progress across multiple facilities.

Downtown preparation was a priority as weekend events increased. Staff assisted with cleaning and preparing flowerbeds, tree wells, signage, and sidewalks in the Main Street area. The team also supported events including the St. Patrick's Festival and Easter Eggstravaganza. To improve efficiency a weekend coverage schedule was implemented to maintain parks and provide support downtown as needed.

Persimmon Ridge Park was a major focus throughout the month. Staff completed installation of new basketball goals, with court sealing and striping planned next. All metal trash receptacles were cleaned, sanded, and painted to improve consistency and appearance. Significant time was spent on ballfield preparation, addressing weather related challenges and drainage issues to improve playability and safety. Additional repairs were made to buildings and equipment throughout the park.

At Lincoln Park, staff completed a full spring cleanup, including debris removal, flowerbed maintenance, and pressure washing of tables, pavilions, and equipment.

Mowing season preparations were completed in March. Staff worked with contractors to review assigned areas, identify issues, and prepare sites ahead of the first mowing cycle, which began on March 23. While minor issues remain, the season is off to a positive start.

At Wetlands Waterpark, the team continued to support seasonal preparation efforts. Work included installation of border poles, excavation for a new snow cone building, and delivery of tanks for the new pump room.

Tiger Park remained a primary focus as staff worked extensively to prepare baseball and softball fields. Infields were conditioned with additional material, repeatedly dragged and raked, and

managed through weather conditions to ensure proper drying. Outfield conditions continue to present challenges due to poor original grading. Staff are addressing this by adding organic material, aerating, and loosening the surface to promote better turf growth and improve playability. Tiger Park hosted their first home games on Tuesday, March 31st.

Director Activities

During March, I worked with TDEC representatives to complete required inspections for parks funded through the Land and Water Conservation Fund (LWCF) grant. Post Completion Inspections were completed and submitted for review. Once required signage is delivered and installed, these will be approved and will not require further inspection for five years.

I coordinated installation of internet services at the Street Department building, working with Comcast and BrightRidge for connectivity and with Sharp on internal network infrastructure, conference room setup, and phone systems. Fiber has been connected to the building, and final infrastructure components are still being completed.

I met with mowing and landscaping contractors to review expectations for the upcoming season. After one contractor withdrew following their first cycle, I worked with the next lowest bidder to ensure all properties remained covered without disruption to service.

I attended the Facilities Advisory Committee meeting and provided an update on Parks and Recreation to county commissioners and the county mayor. The group will begin identifying priorities and developing a working plan moving forward.

The Town assisted the Jonesborough Soccer Association to ensure their spring season could move forward. Working with Nick Bogle, we helped coordinate registration, uniforms, and operations, resulting in over 180 participants for the season.

I worked with the Keep Jonesborough Beautiful Board to plan the April 11th Spring Cleanup event. Volunteers are still being recruited, and the event will provide an opportunity for community members to support local beautification efforts.

I drafted agendas and led both the Tree and Townscape Committee and the Parks and Recreation Advisory Committee meetings. The Tree and Townscape Committee approved a landscape design for Trailblazer Coffee and discussed upcoming priorities. The Parks and Recreation Advisory Committee reviewed several ongoing initiatives, with additional items expected to be brought forward to the Board of Mayor and Aldermen in the coming months.

I planned the second annual Sensory Easter Egg Hunt, scheduled for April 4th at Lincoln Park. The event will include inflatables, a bubble party, arts and crafts, and access to a neurodivergent trauma therapist providing resources to participants and families.

Tiger Park was a major focus throughout the month. Through coordination with Washington County Schools, multiple site visits, and ongoing communication, we were able to prepare the baseball and softball fields for their first home games. Concession stand operations are being

finalized, including equipment procurement and setup within the Clover POS system. While work will continue on these fields, staff will begin shifting focus toward preparation of the football field for fall soccer. Improvements to the multipurpose field are planned for later this year as part of a phased approach to ensure each field is completed properly and supports long-term sustainability.



Jackson Theatre- Operations Manager

Monthly Report for March 2026

Programming:

- We hosted 5 live events in March on the Ballad Health Stage, we had:
 - A sold-out show with Trey Hensley, which also served as his album release party.
 - We hosted a rental event with Ballad Health & Jackson's Prime presents JJ Weeks. This was paired with the option for a pre-show dinner at Jackson's Prime.
 - We hosted Tennessee's Premier Celtic Band, Four Leaf Peat for a concert the evening before Jonesborough's St. Paddy's Day event.
 - We hosted a rental event with WCQR Radio. They held their ice cream social, concert and Spring Donor event in the theatre.
 - We hosted a sold-out night with comedians Southern Momma, Nicole Starnes and Red Squirrel.
- Gift certificate sales are still going very well; we have sold \$5,386.00 in gift certificates and redemptions are at \$1,416.00.
- We have raised \$3,600.00 in our online donation campaign.
- We also launched our Marquee Supporters membership-based program on November 1st, and so far, we have \$1,700 in membership.
- Booked all movies shown at Jackson in March.
 - March 1st- Lilo & Stitch
 - March 4th- Real Genius
 - March 5th- Point Break
 - March 6th- Harriet
 - March 11th- Cocaine Bear
 - March 12th- My Left Foot
 - March 15th- The Secret of Roan Inish
 - March 18th- Fast Times at Ridgemont High
 - March 19th- A Woman of the World/ Silents Synched with Pearl Jam
 - March 20th- Wicked (movie event)
 - March 21st- Wizard of Oz (movie event)
 - March 21st- Wicked For Good (movie event)

- March 25th- Clueless
- March 26th- The Wind
- March 28th- The Prince of Egypt (sponsored by Christ Church of Jonesborough)
- March 28th- Chronicles of Narnia (sponsored by Christ Church of Jonesborough)
- March 29th- Braveheart
- Continue to work on music/live event programming for 2026.
 - April 13th & 14th- Donald Davis Concerts
 - April 17th- The First Start of Country Music: Vernon Dalhart Story
 - April 18th- KnoxCAM Concert
- The “Pay What You Can” movies continue to go well, with on average, two events per month that are PWYC.
- Continue to work on programming movies and speakers to celebrate the nation’s 250th.
- Continue to work with the McKinney Center on programming for special live performances to celebrate the nation’s 250th.
- We organized two free theatre tours, one to the public and one for the Roby Adult Center members.
- Donation/Sponsorship revenue total for this fiscal year is currently at \$57,818.70.
- The total concession and alcohol sales revenue for this fiscal year is \$47,217.04.

Rentals/User Group Agreements for March 2026:

- Booked 4 dates with T. and Jennifer McLeod for their Restoring the Foundations series on Mondays at the Jackson Theatre.
- 5 dates rented by Christ Church of Jonesborough for church services on Sundays from 9am-1pm.
- Concert with dinner option with Jackson’s Prime for JJ Weeks concert.
- WCQR Spring Donor event.
- Rental revenue for this fiscal year is \$35,655.58.

Marketing:

- I continue to work with Jessica Sanders, contract employee, on all social media posts, posters, table tent graphics, press releases and graphics.
- Continue to work with the Department of Tourism and Marketing Department on event promotions. We just submitted an advertising campaign with them and

Advance Travel to push patrons to the Jackson Theatre. Thanks to the marketing department for working with us on this campaign!

- Working on a marketing brochure for printing and distribution.
- Secured 5 billboards for advertising the Jackson Theatre in Johnson City.
- Continue working with Six Rivers Media on an ad in the Erwin Record.
- Completed a survey with nearly 400 responses to gauge interest in Jackson Theatre events, what people would like to see in the space, what types of music they prefer, their location, etc. to assist with future programming and marketing efforts.

Building Info:

- Continue to work with Rick Duvall on the 2nd floor/Stage Door HVAC needs.
- Working with Mike D'Avella on cosmetic touch ups needed around the theatre.
- Working with Mike D'Avella on additional stage curtains and an upgrade to our stage flooring.

Staffing:

- Currently accepting applications for the Custodian position at the theatre.
- Conducted interviews for the House Manager position.
- Promotion our current custodian, Renee Tolley, to the position of House Manager vacated by Greg Clark who left the position at the end of February.

Additional Info:

- Attended a Community Engagement Team meeting with Glenn and multiple departments on working together to boost our events and partnerships.
- Attended and supplied agenda/materials for the January Jackson Theatre Board meeting on March 4th.
- Attended the March Director's Meeting held at the Senior Center on 3/11/26.
- Attended two planning meetings for an added event to the Jackson Theatre's schedule, Washington County's Got TEEN Talent. We are working in partnership with the McKinney Center, Washington County Schools, Johnson City Schools, and 4Thirteen.
- I attended my monthly meeting with Mr. Rosenoff to discuss Jackson Theatre.
- Attended the Tennessee Arts Commission Support Panel Review with Mr. Rosenoff and Ms. Miller on the grant submitted in February.

- I attended a Middle TN Theatre Tour with Jackson Theatre Board member, Melinda Copp, to visit The Mulehouse, Harkin Hall and the Franklin Theatre.
- Attended a PCE Committee meeting at the Visitors Center to discuss our upcoming event in each department.
- Attended a planning meeting for the 2026 Jonesborough Days Festival.
- Completed the April 2026 staff newsletter for all Jackson Theatre staff.
- Organized and attended a planning meeting with Alyson Wilkinson to discuss upcoming DAR events in Jonesborough and the Jackson Theatre.

Board of Mayor and Aldermen Report for Mike D'Avella- March 2026

Friday February 6, 2025

1:00 PM

Jackson Theater - Technical Director

Progress Report for January 1 – February 6

Staffing:

We have the following Technical Staff on our Show Call Roster:

3 Audio Engineers

2 Lighting Designers

4 Stagehands

5 Volunteers

2 Movie Technicians

Movies:

The Patriot (2000)	2.45	1/3/2026
Dog Man (2025)	1.29	1/4/2026
Duel (1971)	1.32	1/16/2026
Harry & the Hendersons (1987)	1.50	1/17/2026
Jurrasic Park (1993)	2.07	1/17/2026
Back to the Future (1985) <i>(in case with Back to the Future II and III)</i>	1.56	1/18/2026
Queen Kelly (1929)	1.45	1/21/2026
Sunset Boulevard (1950)	1.50	1/22/2026

Pale Rider (1985)	1.53	1/23/2026
Lilo and Stitch (2002) <i>(in case with Lilo & Stitch 2)</i>	1.25	1/25/2026
The Hobbit: Part I An Unexpected Journey (2012)	2.49	1/29/2026

- Tested new movie disks

Rentals:

- Christ Church Jonesborough weekly church services
- McLeod's Rebuilding Liberty Weekly Series
- TN Election Commission

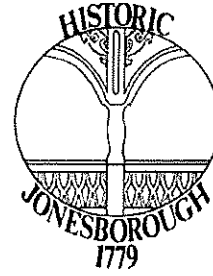
Programming:

- Program Calendar has been migrated to Google Calendars for staff and has been updated.

Building Info:

- Elevator floor designations have been converted to Level 1, 2 and 3.
-
- Annual wall repair complete and touchup painting in progress.

From The Desk Of:
Michelle Stewart
Director of Human Resources



March 2026 Report For BMA

During the reporting period, the Human Resources Department continued to support Town operations through recruitment, onboarding, training, policy development, and employee engagement initiatives.

Recruitment & Hiring

- Participated in the Northeast Tennessee Society of Human Resource Managers (NETSHRM) board meeting.
- Posted open positions, including Staff Accountant and Jackson Theatre Custodian.
- Began onboarding new hires for: Senior Center Receptionist, Firefighter, Wastewater Maintenance Technician, and Public Safety Officer.
- Served as a panelist for Public Safety Officer interviews. The interview panel demonstrated excellent preparation and professionalism throughout the process.
- Welcomed new team members:
 - Donna Sims, Senior Center Receptionist
 - Shawn Nave, Public Safety Officer
 - Karleen Smith, Utilities Administrative Assistant
- Onboarded two seasonal employees for Wetlands Water Park.

Training & Development

- Coordinated MTAS Training Consultant Matt Hensley's presentation on *Innovative and Critical Thinking* at the March Department Directors Meeting, which included participation from many assistant directors.
- Scheduled DISC training for April 8 with MTAS for directors who were unable to attend the 2025 session, as well as assistant directors and staff who would benefit from understanding their leadership styles.

Safety & Compliance

- Completed the rollout of vehicle accident/damage signage for all Town vehicles. Each vehicle now includes:
 - A QR code sticker on the driver-side windshield

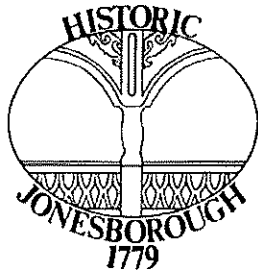
- A laminated reminder outlining the **Check, Call, Care, Complete** protocol:
 - **Check** the scene for safety.
 - **Call** 911 and notify a supervisor.
 - **Care** for anyone injured or affected.
 - **Complete** all required documentation.
- Continued collaboration with the Town Administrator and Operations Manager on uniform and attire guidelines.
- Continued work with the Town Administrator on the Town vehicle GPS policy.
- Worked with the Operations Manager and Town Administrator on updates to the Employee Handbook.

Employee Engagement & Benefits

- Managed the Employee of the Month nomination and recognition process. Visiting employees prior to the BMA meeting remains a meaningful opportunity to acknowledge their contributions.
- Participated in a follow-up meeting with the team coordinating Wetlands Employee Day.
- Set dates for insurance open enrollment, with plan renewals effective July 1.
- Finalized an agreement with the Town's life insurance carrier to offer a one-time, no-health-questions voluntary life insurance enrollment during open enrollment. After this period, voluntary life insurance will be offered to new employees alongside other benefit options.

Ongoing HR Support

- Continued to manage daily HR operations and provided guidance to department directors on employee-related matters



TOWN OF JONESBOROUGH

123 BOONE STREET
JONESBOROUGH, TN 37659
TELEPHONE (423) 753-1030
WEBSITE: WWW.JONESBOROUGHTN.ORG

Street Department Monthly Report March 2026

March the street department has concentrated on trying to complete the interior work at our new offices. The sheetrock work was completed, the entire area was painted and the flooring was installed. We had an outside contractor install the ceiling tile grid and we installed the tile and all the final electrical work was completed, then we did all the installation of all the bathroom fixtures and appliances in the break room. At this point in time all we are waiting on to move our offices over to the new facility is for the internet to be hooked up. Now we will continue to work on the outside of the building we are preparing to pour concrete at the front and side entrances and in the summer we'll pave up to the back bay doors and complete the landscaping. I will attach a few photos of our finished product.

During the month we were also able to do quite a bit of asphalt patching throughout town. And did some paving repairs for the utility departments in town and around the county as well.

The crew also continued working on our sign inventory and replacing the faded and damaged signs throughout town.

Director of Streets

Steve Prisament



TOWN OF JONESBOROUGH

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The breakroom



Hallway, conference room, and one office





TOWN OF JONESBOROUGH

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JONESBOROUGH, TN 37659
TELEPHONE (423) 753-1030
WEBSITE: WWW.JONESBOROUGHTN.ORG

Restroom and shower room



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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 7

SUBJECT: Staff Accountant Job Description

BACKGROUND:

As you will recall from communications from our HR Director Michelle Stewart last month regarding a new job description "Staff Accountant. We have an opening due to the departure of Ms. Sheri Wright in the Assistant Finance Director position. Finance Director Janet Jennings assessed the needs for overall office efficiency and effectiveness of the Water Administration office and felt that she needs a strong accounting position/person in this role. I met with Michelle and Janet, and a new job description was created with a staff accountant position description instead of Assistant Finance Director. The duties are streamlined, and Janet will mentor the person and then grow them into the position.

RECOMMENDATION:

Approve the Staff Accountant job description at Grade 14, as presented.



STAFF ACCOUNTANT

JOB STATUS: EXEMPT

DATE MODIFIED: 4/13/2026

GRADE 14

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.

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.

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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 8

SUBJECT: GovDeals Surplus Liquidation Request

Background:

Fleet Maintenance Director Steve Beckett met with several department heads in order to draft a list for surplus auction. A comprehensive list is attached of the assets recommended to be declared surplus titled "GovDeals Liquidation BMA Requests 4-13-26".

RECOMMENDATION:

Declare the attached list of Town-owned property prepared by Steve Beckett as surplus titled "GovDeals Liquidation BMA Requests 4-13-26" and approve the disposal of the property at auction on GovDeals.com.

GovDeals Liquidation
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.



Old air compressor.



Grad-all grapple.

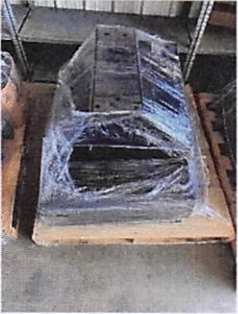
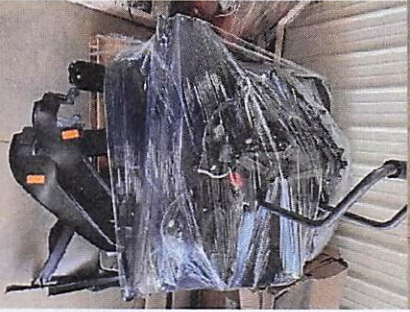
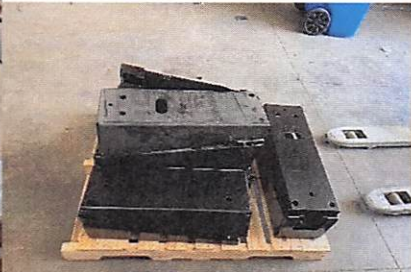


4-Post 30,000 lb. capacity lift, Jerry not included.



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





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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 9

SUBJECT: Revised Farmers Market Application

BACKGROUND:

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 practices.

The Proof of insurance and the Hold Harmless Agreement was received and approved as part of the original approval on February 9, 2026.

RECOMMENDATION:

Approve the revised site layout for the Jonesborough Locally Grown Farmers Market, which will take place every Saturday from May 2, 2026, through October 31, 2026, except for Jonesborough Days and Storytelling Festival weekends unless those events are cancelled.

To: Glenn Rosenoff, Town Administrator, Town of Jonesborough
From: Deborah Byrd, Jonesborough Locally Grown
Date: 3/27/26
Subject: Amendment to Approved Farmers Market Permit (Originally Submitted 01/09/2026)

We respectfully request the following modifications to support the continued safe and effective operation of the Jonesborough Farmers Market, updated Special Events Application Required Exhibits List is attached:

1. Street Closure Request – S. Cherokee Street

Request the closure of South Cherokee Street using bollards at the intersection with Main Street, extending to a point from Mauk’s/Courthouse to the second point of egress from the parking lot located behind Mauk’s and Crafty Peddler.

2. Vendor Access and Use of Parking Spaces

Permission for the Farmers Market to utilize parking spaces within the above-defined closure boundary for vendor setup, staging, and operational needs during market hours.

3. Accessibility Accommodations (ADA Compliance)

To ensure accessibility for all visitors and maintain compliance:

Re-establishment of a designated handicapped parking space in the lot behind the courthouse during closure (Saturdays 6am-1pm). Creation or designation of an additional handicapped parking space on the opposite side of the courthouse to improve access both to the Farmers Market area and courthouse facilities during market hours.

We appreciate your consideration of this request and are happy to provide additional details or coordinate as needed.

Sincerely,
Deborah Byrd
Jonesborough Locally Grown
deborah@jonesboroughlocallygrown.org | 919-641-0817

Required Exhibits to Event Application – Jonesborough Farmers Market 2026

1. Hold Harmless Agreement – included with application
2. Pre-/post-events – n/a
3. Map with city streets – attached as Exhibit 3
 - a. Located in the Stevenson Lot behind the Courthouse, which is county-owned
 - b. Have received permission from Mayor Grandy through Sherry Greene to continue to use this location including the four parking spots immediately at the entrance of the lot, in front of the creek
 - c. S. Cherokee from Main Street to connect contiguously with the 4 spaces and the Stevenson Lot, allowing one exit from parking lot behind Mauk's to allow vehicles access and egress to the parking lot behind the courthouse and toward Fox Street (yellow in Exhibit 3)
4. Outline of publicity plan:
 - a. Weekly emailed newsletter – graphic example below
 - b. Possibly an electronic billboard ad – graphic example below
 - c. Social media posts – example below
 - d. Yard signs handed out to residents/customers - graphic example below
 - e. Directional signs placed along Main Street and the parking lot behind the Courthouse at the start of the market and picked up at the end
 - f. 'No Parking Saturdays 6 am to 1 pm' will be placed by market staff in parking lot on Fridays
 - g. 'No Parking Saturdays 6 am to 1 pm' will be placed by market staff in the four parking spaces immediately at the entrance of the parking lot on Fridays
5. Security plan – booth placement will be strategic as to allow for quick emergency access; no special assistance requested. Vendors with a load-in space will be asked to park in the back of the Courthouse parking lot to leave the first spaces for customers.
6. Emergency plan:
 - a. First aid kit and at least one cell phone to contact emergency services will be available at the information booth
 - b. Restrooms and vendor vehicles to be used as shelter in the case of severe weather; vendors will be instructed to ensure tents are weighted and lowered to prevent damage to non-market property
 - c. Vehicles within the market area during operation are not permitted to leave before 12 pm
7. Event sponsor:
 - a. Jonesborough Locally Grown, 101 Boone St., Jonesborough, TN, 37659.
 - b. Deborah Byrd, Executive Director, 919-641-0817
 - c. Jonesborough Farmers Market message line, 423-753-2401 (checked every few days)
 - d. Boone Street Market, 423-753-4722
8. Proof of liability insurance – attached as Exhibit 8
9. Anticipated vendors and concession booth list – these were at the 2025 markets; we anticipate a similar vendor list this year.
 - a. Three Sisters Conservers – Rhonda Yates | Over-Mountain Coffee Roasters – John and Lynne Waring
 - b. Green Pasture Farm – Merle Stoltzfus | Ranchito la Chiva – Jose Diaz
 - c. Bent Tree Spring Farm – Austin Yarber | Perry's Plants – Perry Phillips
 - d. Rosey Apiaries – Tim Hayes | Mountain Laurel Farmstead – Marion and Lori Powell
 - e. Trails End Flower Farm – Kathy Castleman | Curtis Farms – Dennis Curtis
 - f. Serenity Knoll Farm – David Wiley | SideLine Farms – Amy Colette
 - g. Blessed Creek Farm – Eric and Bridgett Gibian | Hartman Farms – Tiffany Hartman
 - h. Sweet Suzy Acres – Ashely Chambers | Meg's Munchies – Meg Mays
 - i. Serenity Now Homestead – Tess Argila | Farmhouse Gallery & Gardens – Pat Lynch
 - j. Hope Farms & Studios – Steve Mallory | Rogue Harbor Farm – Aubrey and Linda Raper
 - k. Ziegenwald Dairy – Jack Woodworth | Dominick's Garden – Dominick Haynes
 - l. Doe River Fungi – Bryce Callahan | Uncle Joe's Balms – Joe Little

- m. Depot Street Orchard – Sandy Freschi | Rosie’s Seeds – Lisa King
 - n. River Islands Farm – Carolyn Novak | Moonchild Blooms Flower Farm – Kasse Jones
 - o. Peace of D – Darlene Hatley | Fox & Ivy Design – Dianne Watson
 - p. Sticky Paws Bakery – Betty Jo Bailey | The Singing Apron – Susan Greenelsh
 - q. Foothill Frolic Farm – Allie McNeal | Carson Creek Farm – Debbie Starnes
 - r. Sentelle’s Homemade Sausage – Jimmy and Minnie Sentelle | Land Basket Farm – Kevin Jacobi
 - s. Slowbird Bread/Leftfield Farm – Amy and Zane Abplanalp
10. Physical services provided by Town – none; all performed by market staff and volunteers
 11. Clean-up plans – market staff and volunteers will ensure trash is picked up before leaving the area
 12. Street closure request – Request that West Courthouse Square/S. Cherokee between Main Street and the parking lot outlet past Crafty Peddler be closed for Farmers Market Vendor setup
 13. Town services request:
 - a. Refuse collection – market visitors may use public trash cans on the street and in the restrooms; request cans closest to market location and those in the restrooms be emptied before Saturday
 - b. Request dumpsters in the lot be emptied as close to market day as possible to ensure no putrid smell etc. for vendors and customers
 - c. Use of facilities – request the restrooms downtown behind the Courthouse be open from 6 am to 1 pm on operating Saturdays
 - d. Communications and/or publicity – event details shared by Town’s Website & Marketing Specialist; information dissemination coordinated by market staff

Newsletter and billboard example:



Social media example:



Jonesborough Farmers Market
October 25 · 🌐

...

Tomorrow, Saturday, October 26th, is our last summer farmers market of the year! We'll be behind the Courthouse in Downtown Jonesborough from 8 am to 12 pm. Don't let the forecast of light rain scare you away! There will be smooth tunes from [Aaron Dingus Music](#), the Farmacy Fit and Farm Fresh Fit Walking Programs, chicken, pork, produce, bread, crafts, and more. Reminder to use your walking program tokens while there's still a good selection of produce!

Scheduled to appear are:

[Backroad Boujee Lather](#)
[Bent Tree Spring Farm](#)
[Blessed Creek Farm](#)
[Degan Boutique](#)
[Doe River Fungi](#)
[Dominick's Garden](#)
[Farmhouse Gallery & Gardens](#)
[Fox & Ivy Design](#)
[Green Pasture Farm & Hatchery](#)
[Mountain Laurel Makers and Farmstead](#)
[Over-Mountain Coffee Roasters](#)
[Ranchito la Chiva](#)
[Rogue Harbor Farm](#)
[Rosey Apiaries and Bee Farm](#)
[Sentelle's Homemade Sausage](#)
[Serenity Knoll Farm](#)
[Serenity Now Homestead](#)
[SLAP Farms](#)
[Slowbird Bread Co. and Leftfield Farm](#)
[Southern Comfort Embroidery](#)
[Sticky Paws Bakery - Gourmet Dog Treats](#)
[Woven Dreams](#)
[Ziegenwald Dairy](#)

The smaller Winter Market in front of [Boone Street Market](#) starts on Saturday, November 2nd, from 9 am to 12 pm.



Yard sign example:



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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 10

SUBJECT: Special Event Request – TN Hills 10-Year Anniversary Celebration

BACKGROUND:

Jessica Callahan, representing Tennessee Hills Distillery is requesting approval of their 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 expected to participate.

A Special Event/Special Occasion Outdoor Use Permit Application has been submitted as part of this special event 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 with Ms. Callahan 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 this 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.

RECOMMENDATION:

1. Approve the Special Event Permit Application for the closure of the Downtown Upper Parking Lot 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.
2. Approve the Special Event/Special Occasion Outdoor Use Permit Application submitted as part of this special event 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 at all entries and exits, subject to Tennessee ABC approval.

Town Of Jonesborough, Tennessee

Special Event Permit Application

A *Special Event* is any occasion including but not limited to fairs, shows, exhibitions, city-wide celebrations and festivals taking place within a specifically defined area of the Town of Jonesborough for a period of time. A special event may include the use of public facilities in the Town of Jonesborough, including, but not limited to parks, streets, alleys, sidewalks, restrooms or other municipal owned facilities, and which includes a general invitation to all members of the public to either participate in and/or view such event, or part thereof, Special Events may be one-time or recurring occasions.
12-1002 Jonesborough Municipal Code

Whenever any person, group, association, club, business, firm or corporation desires to sponsor a Special Event such person, group, association, club, business, firm or corporation shall first obtain a "Special Event Permit" from the Town of Jonesborough.
12-1003 Jonesborough Municipal Code

Person(s) completing Application _____ Date _____
Name Jessica Callahan _____ 3/5/26
Address 209 Sandy Pointe St. _____
Blountville, TN 37617 _____
Phone 423-444-5791 _____ Fax _____
Email Jessica@TNHillsDistillery.com _____

Instructions:

- 1) Each question on this application must be answered in some fashion for your application to be considered for approval. Please attach an additional sheet(s) if necessary to completely and accurately provide the requested information in each question, labeling any additional sheet(s) clearly as such.
- 2) Incomplete applications will be returned to the address you have provided above without further consideration until a complete application, including exhibits is filed.
- 3) The **original** application and your exhibits of the entire package should be filed with the Town Administrator's office at least **90 days** in advance of your event. See Schedule of Approval, Chapter 10 Title 12 of the Jonesborough Municipal Code, a copy of which is attached.

Sponsoring Organization Information:

Name Tennessee Hills Distillery

Purpose To use the Person's Table parking lot to celebrate TN Hills 10 year anniversary with music, food, and vendors.

Is this a recurring Special Event? Yes No

Special Events that are recurring require the annual approval of the Board of Mayor and Aldermen. This permit application shall provide a schedule for the term of a recurring event:

Event Information:

Name of Event TN Hills 10 year Anniversary Celebration

Description & Purpose of Event We would like to use the parking lot to have music, food, & vendors.

Dates and hours of event July 18th 5:00pm - 10:00pm Estimated number expected to attend 250

Estimated number of town citizens expected to either participate in and/or view the event 150

Is a request for public safety assistance included in your Security Plan attached as per the list of items below? Yes No

Required Exhibits to Application

Please attach the following exhibits to this application (each item should be clearly labeled with the number in this list to facilitate a prompt review of your application). If your event will not involve one or more of these items you should attach an exhibit with appropriate number and heading explaining that fact:

1. **Hold Harmless Agreement** executed on form approved by the Town of Jonesborough (copy provided with this application and available from the Town Recorder)
2. **List of pre-events and post-events** to be held in conjunction with the main event (including parade, fireworks, etc.)
3. **Map with city streets** showing event boundary and registration area, tents, booths, food, office/administration, etc.)
4. **Outline of your publicity plan** with examples of previous efforts, if available
5. **Security Plan**, including crowd control, pedestrian safety, any special parking provisions including handicap spaces, vendor and/or performer parking, a parking map and list and samples of any special parking permits that will be issued, etc. and any request for public safety assistance (a request for public safety assistance should also be included with your Town Services Request in the next section of this application).
6. **Emergency Plan**, including emergency procedures, provisions for first aid services and provisions for appropriate emergency communication. Include an outline of any activities involving moving vehicles and safety procedures used to avoid or prevent injury.
7. **Event Sponsors List** including all sponsors' names, addresses, and telephone numbers along with their title and area of responsibility for the event.
8. **Proof of your liability insurance** provided by your insurance company (if requested by the Town Recorder, this information must be sent directly to the Town from the insurance company).
9. **Anticipated vendors and concession booth list.** (A final and complete list of vendors and concession booths shall be filed with the Town Recorder at least 48 hours before the event begins.
10. **A list of physical services for the event** that will be provided by or contracted for by the event sponsor. List should include erection of temporary stages or facilities including tents, lighting, sound, efforts to address refuse collection, security, etc.
11. **Clean-up Plan** detailing person or persons responsible for site clean-up, schedule and any repairs or grounds remediation that is expected.
12. **Street Closure Request** listing of all streets or portions of streets including the dates and hours of closure (failure to list a portion of a street will result in your application being considered under the assumption you are requesting the entire street to be closed within the town limits.)

1. **Hold Harmless Agreement: Provided**
2. **List of pre-events and post-events: No pre or post events**
3. **Map with city streets: Parson's table parking lot layout is included.**
4. **Outline of your publicity plan:**

TN Hills Distillery in conjunction with The Bridge Home no-kill Animal Shelter will be posting to social media platforms along with sending out e-mail blasts to inform the public about the event.

5. **Security Plan:**

The Parson's Table parking lot will be reserved for participants of the event. "No alcohol beyond this point" signs will be put at all entry/exit points.

Staff will be monitoring the event all day.

We are requesting to have parking for event only signs put out the day on the event at the Parson's Table parking lot along with a barricade for the entrance of the lot.

6. **Emergency Plan: We will consult the Jonesborough Police Department as to what they advise.**

7. **Event Sponsors List:**

Tennessee Hills Distillery and The Bridge Home

8. **Proof of liability insurance: Provided**
9. **Anticipated Vendors: Spanquis and Rad Party Inflatables. We plan to have 1-2 more food trucks and 6-8 more vendors, but we didn't want to reach out before we had approval for the event.**
10. **List of services:**

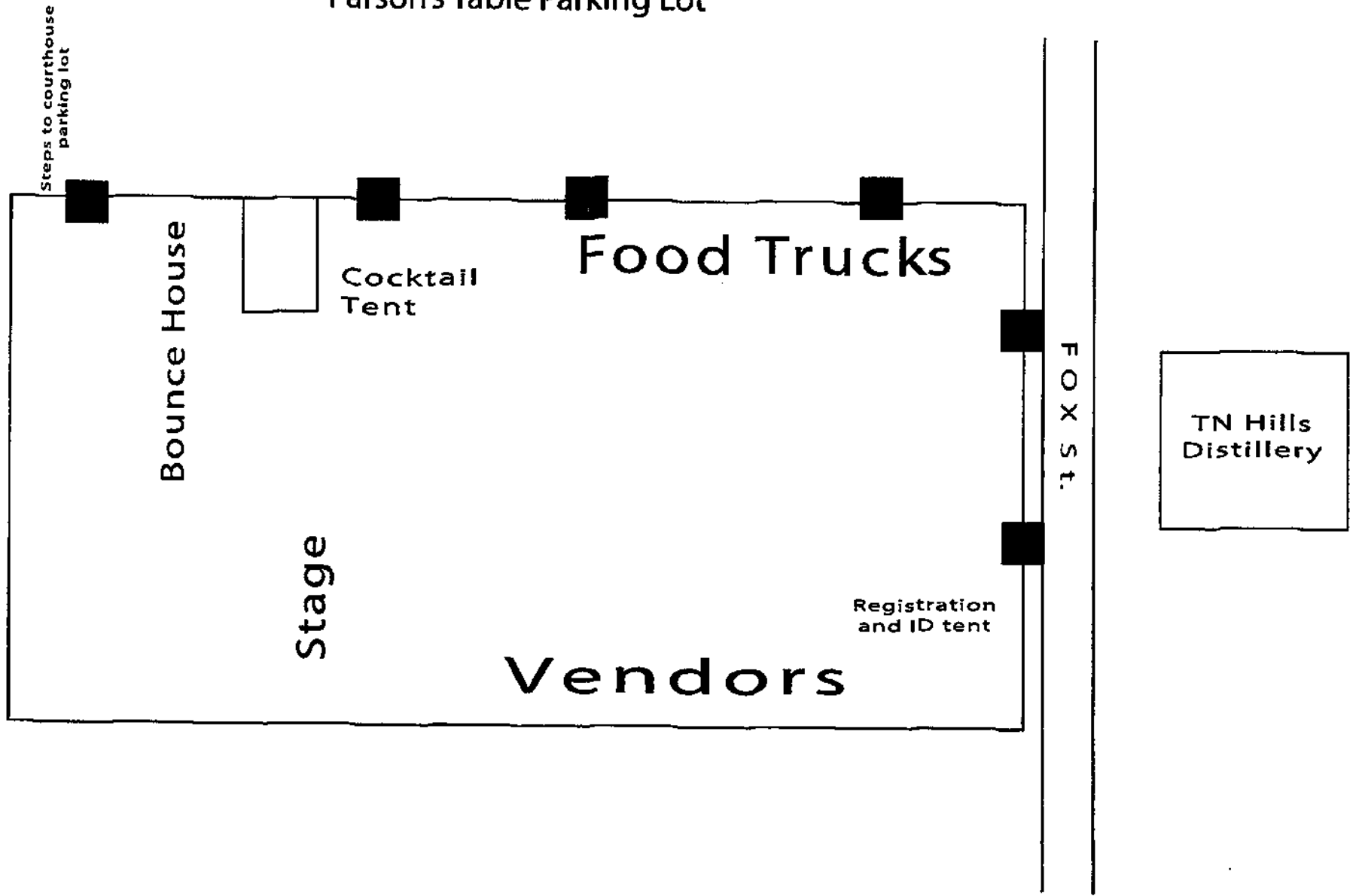
We will have vendors set up for people to browse/shop, food trucks will be set up for people to enjoy food while enjoying the vendors and music, TN Hills will have a cocktail tent set up, band will be performing so there will be a stage set up in the parking lot. This is a family friendly event so we will also have a blow up bounce house.

11. Clean up plan:

Our staff will ensure the parking lot is clean at the end of the event. We would like to request a couple of extra trash cans for the event with collection.

12. Street Closure: None

Parson's Table Parking Lot



*Not to scale

■ No Alcohol Boundary Signs

Town Of Jonesborough, Tennessee

Special Event Permit Application

EXHIBIT I – Hold Harmless and Indemnity Agreement

This agreement made on the 2nd day of April, 2026, in the Town of Jonesborough, County of Washington, State of Tennessee

The parties to the agreement are the undersigned Tennessee Hills,
(Name of Organization or Sponsor)
called "indemnitor", and the Town of Jonesborough, Tennessee, call "indemnitee."

Indemnitor has submitted a Special Event Permit Application to indemnitee. The agreement is attached as Exhibit 1 to that application. Approval of that application is expressly conditioned on the execution of this agreement, indemnitee has agreed to review for approval the application for a special event and if approved to allow the indemnitor's special event to take lace within the limits of the Town of Jonesborough in consideration of the indemnitee's allowing the event to take lace and \$1.00, receipt of which by indemnitor is acknowledged, the parties agree as follows:

SECTION I

Scope of Indemnity

Indemnitor undertakes to indemnify and to save harmless indemnitee from any liability, loss or damages indemnitee may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation within the limits of the Town of Jonesborough, County of Washington, State of Tennessee, of the special event outlined in the application or the management thereof.

Indemnitor assumes full responsibility for all damages and injury that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, and maintenance of, any structures put in place for the event, and agrees and covenants to indemnify indemnitee against any such claim or claims.

Indemnitor expressly undertakes to indemnify and to save harmless indemnitee from all liability and/or loss or damages for or arising out the special event outlined in the application, whether it be caused by the negligence of indemnitee, indemnitee's agents or employees, indemnitee's contractors or otherwise.

SECTION II

Period Covered

The indemnity will extend from the date of this agreement to and including the date the special event concludes, including cleanup.

SECTION III

Expenses, Attorney's Fees, and Costs

Should it become necessary for purposes of resisting, adjusting, or compromising any claim(s) or demand(s) arising out of the subject matter with respect to which indemnification is provided by this agreement, or for purposes of enforcing this agreement, for indemnitee to incur any expenses, or become obligated to pay any attorney's fees or court costs, or costs within a reasonable time, in no event to exceed thirty days, after receiving written notice from indemnitee of the incurring of such expenses, attorney's fees or costs.

SECTION IV

Interest

Indemnitor agrees to pay indemnitee interest at the rate of ten percent per annum or any necessary expenses or costs incurred by indemnitee in the enforcement of this indemnity contract, or on any sums indemnitee is obligated to pay with respect to the matters to which indemnity is given in the contract, from the date such expenses or costs are incurred, or such sums are paid.

SECTION V

Notice of Claim Against Indemnitee

Indemnitee agrees to give indemnitor ten days' written notice of any claim made against indemnitee on the obligations indemnified against.

Executed on the date first written above

Organization: Tennessee Hills Distillery

By: Jessica Callahan

Printed Name: Jessica Callahan

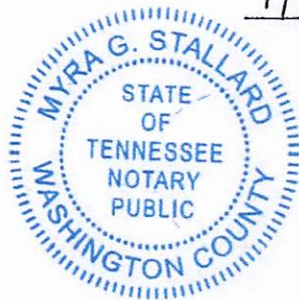
Title: VP

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Jessica Callahan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself/herself to be the VP (title) of Tennessee Hills Distillery (organization), and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of organization by himself/herself as such officer.

WITNESS my hand and seal at office in the State and County aforesaid, this, the 2nd of April, 2020.

Myra D. Stallard
NOTARY PUBLIC



My Commission Expires:

9-30-2029

TOWN OF JONESBOROUGH
SPECIAL EVENT / SPECIAL OCCASION
OUTDOOR USE PERMIT
APPLICATION

Tennessee Hills Distillery 127 Fox St. Jonesborough 423-662-7036
Organization Name Address Telephone

Representative's Name: Jessica Callahan

Representative Telephone: 423-444-5791 Email: Jessica@TWHillsDistillery.com

Non-Profit Yes No

Tennessee Hills Distillery 127 Fox St. 423-662-7036
Restaurant Name Address Telephone / Cell #

Stephen Callahan 423-426-3861
Owner's Name Telephone / Cell #

Mailing Address: 209 Sandy Pointe St. Stephen@TWHillsDistillery.com
Blountville, TN 37617 Email Address

Date of Request: July 18th

Describe Intended Activity: Host a celebration for TN Hills
10 year anniversary

Describe equipment, structures, furnishings, etc. to be used: Food trucks,
vendors with tents, stage for music

Special Event/Special Occasion Boundary
Describe: Parson's Table Parking lot.

Schematic of area with boundary attached? Yes No

Describe how proceeds or event will benefit community: This event will be free
and will bring people to the town to spend money
generating tax

Describe how alcohol will be served: Will be served at one location in
the parking lot, with ABC ~~per~~ certified staff, and all
customers will be ID'd.

When will the ABC Special Occasion Permit be submitted: 2 weeks prior to event

Which non-profit will be submitting the ABC application: The Bridge Home

How will the Special Event/Special Occasion boundaries be established so that all alcohol consumption will take place within the approved area: The parking lot is the boundary, signage will be in place, & staff will monitor the area.

How will the area be marshaled: Staff will be on hand to ensure alcohol stays in the parking lot

How will the legal age of consumers be monitored: Every customer purchasing alcohol will be ID'd and wristbanded.

How are participants identified: With a wristband.

Who are the contact people during the event, and whom does the Police contact if communication is required: Jessica Callahan & Lauren Maddux

How can the contacts above be located during the event: Both will be either in parking lot or in distillery

Phone #(s): 423-444-5791, 423-557-3128

Has proof of liability insurance been provided? Yes No

Town of Jonesborough been named co-insured? Yes No

Date of Policy Term: From 6/23/25 To 6/23/26

Review by Town Attorney: _____
Signature Date

Statement of Understanding: I have read the entire Town of Jonesborough Outdoor Use Policy. I understand and agree to abide by all requirements and conditions.

Jessica Callahan / VP
Name / Title

TN Hills Distillery
Organization

Jessica Callahan
Signature

3/5/26
Date

Name / Title

Restaurant

Signature

Date

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

DATE: April 13, 2026

Consent Agenda
AGENDA ITEM #: 11

SUBJECT: DAR Immigrant Trail Marker Relocation

BACKGROUND:

For years, the Daughters of the American Revolution 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.

In reviewing the sight, there is currently 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 Historic Zoning Commission 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.

Attached is a photograph of the site at Christopher Taylor Park for the marker installation. The marker will be placed between the utility lid and the stone wall.

RECOMMENDATION:

Approve the new site for the DAR marker at the southwest corner of the Christopher Taylor park and approve the Street Department to move and install the base.



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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 12

SUBJECT: Wetlands Employee Manual

BACKGROUND:

Chris Kudera, Parks and Recreation Director, collaborated with Michelle Stewart, Human Resource Director, and Nick Bogle, Waterpark Director, to update the employee handbook or manual for the Wetlands Waterpark staff. I reviewed the final draft and am submitting it to the Board of Mayor and Alderman for approval.

Director Kudera provided a detailed memorandum as to the changes in the new employee handbook. One of the main adjustments within the handbook is the classification of the position descriptions approved by the Board at the March 16, 2026, meeting.

To remain compliant with labor laws and provide operational flexibility, we are recommending that all Wetlands Waterpark staff positions be classified as Seasonal Full-Time employees.

The above roles will no longer be designated as "seasonal part-time." To remain compliant with labor laws and provide operational flexibility, we are recommending that all Wetlands Waterpark staff positions be classified as Seasonal Full-Time employees.

Under IRS and U.S. Treasury guidelines, seasonal full-time employees are considered full-time for classification purposes but are not benefits eligible in the traditional sense. However, if an employee averages over 30 hours per week, they must be offered the opportunity to purchase health insurance in compliance with Affordable Care Act (ACA) requirements.

Again, Director Kudera has provided a more detailed memorandum that is attached to the agenda presentation.

RECOMMENDATION:

Approve the Wetlands Waterpark employee handbook as presented.



TOWN OF JONESBOROUGH

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

Memo

To: Craig Ford, Operations Manager

From: Christopher Kudera

CC: Nick Bogle

Date: 3/26/26

Re: Wetlands Employee Manual

I have provided an updated Employee Manual for Wetlands Waterpark for your review and consideration. In preparing this revision, I worked with Human Resources Director Michelle and Waterpark Director Nick to ensure all language aligns with established Town of Jonesborough personnel policies and procedures.

During this process, a significant portion of the previous manual was removed. Much of that content focused on daily park operations rather than personnel management. Operational procedures will continue to be addressed internally through staff training and departmental guidelines, while the updated manual now more clearly reflects employee expectations, conduct standards, and policy compliance consistent with Town-wide practices.

The biggest adjustment within the manual is the classification of the job descriptions that were approved by the Board of Mayor and Alderman on April 16th, 2026. The above roles will no longer be designated as "seasonal part-time." To remain compliant with labor laws and provide operational flexibility, we are recommending that all Wetlands Waterpark staff positions be classified as Seasonal Full-Time employees.

Under IRS and U.S. Treasury guidelines, seasonal full-time employees are considered full-time for classification purposes but are not benefits eligible in the traditional sense. However, if an employee averages over 30 hours per week, they must be offered the opportunity to purchase health insurance in compliance with Affordable Care Act (ACA) requirements. Under this structure:

- The employee would be responsible for 25% of the health insurance premium.
- A waiting period would apply before coverage begins.

- Health insurance coverage would terminate at the end of the month in which employment ends.

This classification ensures compliance with federal regulations while maintaining the seasonal nature of the workforce.

This change is operationally important for Wetlands Waterpark. In prior seasons, many employees worked 10–12 hour shifts due to attendance levels, after hours parties, inclement weather, or staffing shortages. When positions were listed as part-time, scheduling flexibility became extremely limited due to having a cap of 30 maximum working hours per week.

Additionally, parties often run late, weather delays can extend operations, and callouts require immediate coverage. Classifying staff as seasonal full-time provides the flexibility needed to ensure the park is properly staffed without artificially limiting hours or creating scheduling constraints that hinder operations.

Ultimately, this adjustment supports compliance, improves workforce management, and allows us to operate the park in a manner that prioritizes safety, customer service, and efficiency.



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.

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

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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 13

SUBJECT: Wetlands Compensation Plan

BACKGROUND:

The Parks and Recreation Director is requesting a change to the current compensation plan for the 2026/2027 Wetlands Waterpark employees. The proposed plan is attached as well as the old plan for comparison purposes.

One of the changes is the old plan contained six (6) paygrades. The proposed plan only contains five (5) paygrades consistent with the new position descriptions duly passed by the Board of Mayor and Alderman at the 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. Finally, 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 one dollar per hour.

We need to stay competitive with parks in the region and certainly 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.

RECOMMENDATION:

Approve the proposed compensation plan for Wetlands Waterpark for 2026/2027 as presented.

								2025
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
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	

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

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 5 SEASONAL OPERATIONS MANAGER

GRADE 4 ADMINISTRATIVE ASSISTANTS, HEAD LIFEGUARD

GRADE 3 LIFEGUARD CERTIFIED POSITION

GRADE 2 Slide Attendant

GRADE 1 Team Member

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

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 14

SUBJECT: Outdoor Use Permit – Fern & Fable

BACKGROUND:

Owner of the Fern and Fable Ethan Clemons located at 131 E. Main Street has 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.

RECOMMENDATION:

Approve the Outdoor Use Permit for Ethan Clemons of Fern and Fable, as presented.

TOWN OF JONESBOROUGH
OUTDOOR USE PERMIT
APPLICATION

Business Name – Outdoor Use Area
Fern and Fable Collective

Physical Address
131 E. Main St, Jonesborough TN

Owner's Name: Ethan Clemons

Telephone / Cell #: 423-397-5730

Mailing Address: Same

Email Address: fernandfableTN@gmail.com

Describe Intended Use: Sandwich Board / Advertisement

Describe equipment, structures, furnishings, etc. to be used: Sandwich Board

Photos/schematics of equipment, structures, furnishings, etc. are attached?
 Yes No

Applicant must provide a schematic showing proposed Outdoor Use Area in relationship with building(s). Schematic must show property lines, dimensions approximate locations of equipment, structures and furnishings, as well as location of poles, signs, planters, etc. Dimensions of pedestrian walkway area must also be labeled.

Has a Certificate of Appropriateness from Historic Zoning Commission has been issued?
 Yes No

Has proof of liability insurance been provided?

Yes No HEATER PER PER

Town of Jonesborough been named co-insured? Yes No

Date of Policy Term: From 12 / 2025 To current

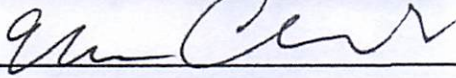
Review by Town Attorney: _____

Signature

Date

Statement of Understanding: I have read the entire Town of Jonesborough Outdoor Use Policy.

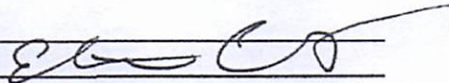
I understand and agree to abide by all requirements and conditions.



_____ Name

Date

03/26/2026



Signature

TOWN OF JONESBOROUGH, TENNESSEE

Outdoor Use Permit Application

Hold Harmless and Indemnity Agreement

This agreement made on the 16th day of April, 2020, in the City of Jonesborough, County of Washington, State of Tennessee.

The parties to the agreement are the undersigned Fernz Fable
(Name of
CollectiveOrganization or Sponsor), called "indemnitor," and The Town of Jonesborough, Tennessee, called "indemnitee."

Indemnitor has submitted an Outdoor Use Permit Application to indemnitee. This agreement is attached as an exhibit to that application. Approval of that application is expressly conditioned on the execution of this agreement, indemnitee has agreed to review for approval the application for a special event and if approved to allow the indemnitor's outdoor use of public property to take place within the limits of the Town of Jonesborough in consideration of the indemnitee's allowing the event to take place and \$1.00, receipt of which by indemnitor is acknowledged, the parties agree as follows:

Section I

Scope of Indemnity

Indemnitor undertakes to indemnify and to save harmless indemnitee from any liability, loss or damages indemnitee may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation within the limits of the Town of Jonesborough, County of Washington, State of Tennessee, of the outdoor use outlined in the application or the management thereof.

Indemnitor assumes full responsibility for all damages and injury that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, and maintenance of, any structures put in place for the outdoor use, and agrees and covenants to indemnify indemnitee against any such claim or claims.

Indemnitor expressly undertakes to indemnify and to save harmless indemnitee from all liability and/or loss or damages for or arising out of the outdoor use outlined in the application, whether it be caused by the negligence of indemnitee, indemnitee's agents or employees, indemnitee's contractors or otherwise.

Section II

Period Covered

The indemnity will extend from the date of this agreement to and including the date the permit expires or is terminated by either party, including and period necessary for the indemnitee to remove any structures erected under the permit.

Section III

Expenses, Attorneys' Fees, and Costs

Should it become necessary for purposes of resisting, adjusting, or compromising any claim(s) or demand(s) arising out of the subject matter with respect to which indemnification is provided by this agreement, or for purposes of enforcing this agreement, for indemnitee to incur any expenses, or become obligated to pay any attorneys' fees or court costs, indemnitor agrees to reimburse indemnitee for such expenses, attorneys' fees, or costs within a reasonable time, in no event to exceed thirty days, after receiving written notice from indemnitee of the incurring of such expenses, attorneys' fees, or costs.

Section IV

Interest

Indemnitor agrees to pay indemnitee interest at the rate of ten percent per annum on any necessary expenses or costs incurred by indemnitee in the enforcement of this indemnity contract, or on any sums indemnitee is obliged to pay with respect to the matters to which indemnity is given in the contract, from the date such expenses or costs are incurred, or such sums are paid.

Section VI

Notice of Claim Against Indemnitee

Indemnitee agrees to give indemnitor ten days' written notice of any claim made against indemnitee on the obligations indemnified against.

Executed on the date first written above.

Signature:

Ethan Clemons / Forwardfabr Collective

Printed Name:

Ethan Clemons

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Ethan Clemons, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged executing the foregoing instrument for the purposes therein contained by signing the same.

WITNESS my hand and seal at office in the State and County aforesaid, this, the 6 of April, 20 26.

Nora Sword
NOTARY PUBLIC

My Commission Expires:

Aug. 30, 2028





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED ethan clemons Ethan Clemons DBA Fern and Fable Collective 131 E Main St Jonesborough, TN 37659	INSURER A: Next Insurance US Company 16285	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 945237549 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTLVD37YW-00-GL	12/27/2025	12/27/2026	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$15,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
	GENERAL AGGREGATE \$2,000,000.00						
	PRODUCTS - COMP/OP AGG \$2,000,000.00						
	OTHER \$						
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Town of Jonesborough. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER Town of Jonesborough 123 Boone St Jonesborough, TN 37659	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com PRODUCER CUSTOMER ID:																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Next Insurance US Company</td> <td>16285</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Next Insurance US Company	16285	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 945237549 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	NXT4YKCYRP-00-CP	12/27/2025	12/27/2026	BUILDING	\$
	<input type="checkbox"/> CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$20,000.00
	<input type="checkbox"/> BASIC				<input checked="" type="checkbox"/> BUSINESS INCOME	Included
	<input type="checkbox"/> BROAD				<input checked="" type="checkbox"/> EXTRA EXPENSE	Included
	<input checked="" type="checkbox"/> SPECIAL				RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	\$
	<input type="checkbox"/> WIND				BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY			EQUIPMENT	\$
	<input type="checkbox"/> CAUSES OF LOSS	POLICY NUMBER			MISC TOOLS	\$
	<input type="checkbox"/> NAMED PERILS				BORROWED TOOLS	\$
	<input type="checkbox"/> OPEN PERILS					\$
	<input type="checkbox"/> CRIME					\$
	<input type="checkbox"/> TYPE OF POLICY					\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER **CANCELLATION**

Town of Jonesborough 123 Boone St Jonesborough, TN 37659	LIVE CERTIFICATE  Click or scan to view	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**TOWN OF JONESBOROUGH
BOARD OF MAYOR AND ALDERMEN
AGENDA PRESENTATION**

Consent Agenda

DATE: April 13, 2026

AGENDA ITEM #: 15

SUBJECT: Liquidation of Surplus Police Vehicles

BACKGROUND:

The Police Department has begun to take delivery on some of the new cruisers. Chief Rice is requesting 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 is requesting 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.

A copy of the vehicles with the vehicle identification numbers are attached to this agenda presentation.

RECOMMENDATION:

Approve the ten (10) listed Ford Explorers as surplus equipment in the Police Department and allow the distribution to other departments as needed and approved by the Town Administrator, sold directly to other law enforcement agencies, or sold on GovDeals. The Town Administrator shall approve the direct sale to another law enforcement agency.

Jonesborough



DEPARTMENT of PUBLIC SAFETY

123 BOONE STREET JONESBOROUGH TN 37659 PHONE 423-753-1053 FAX 423-753-1072

Memorandum

To: Craig Ford Operations Manager

From: Matt Rice, Police Chief

Date: 03/26/2026

Ref: Surplus Police Vehicles

We are beginning to cycle new vehicles into the police fleet, as we do so we will be pulling from the fleet several Ford Intrceptor SUV's. I have been contacted by several local law enforcement agencies inquiring about the purchase of our surplus cruisers. We have previously sold vehicles not needed in other town departments to other agencies; this allows us to leave emergency equipment intact, which in return saves a tremendous amount of time removing and listing equipment separately to be sold on GovDeals.com.

I would ask that the following vehicles be declared surplus, and as we pull them from the fleet and transfer them to other Jonesborough Departments as needed with the remainder allowed to be sold to local departments. Any of the vehicles not transferred internally or sold to other departments would be listed on GovDeals.com. I would additionally request that the Board of Mayor and Aldermen allow the Town Administrator or Mayor enter into a Memorandum of Understanding for the sale of vehicles to other departments in an effort to streamline the process.

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

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

DATE: April 13, 2026 **AGENDA ITEM #:** 7-A

SUBJECT: Approval of an Ordinance Regarding an ATMOS Franchise Agreement on Second Reading

BACKGROUND:

For decades, the Town of Jonesborough has had a Franchise Agreement with Atmos Energy, with the current one being approved in 2006 for a period of 20 years. The agreement by ordinance was passed by the BMA on second reading April 10, 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.

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

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

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

(a) No privilege or franchise hereafter granted to any public utility by the state or by any political subdivision of the state shall be valid until approved by the commission, such approval to be given when, after hearing, the commission determines that such privilege

or franchise is necessary and proper for the public convenience and properly conserves the public interest, and the commission shall have power, if it so approves, to impose such conditions as to construction, equipment, maintenance, service or operation as the public convenience and interest may reasonably require; provided, however, that nothing contained in this chapter shall be construed as applying to the laying of sidings, sidetracks, or switchouts, by any public utility, and it shall not be necessary for any such public utility to obtain a certificate of convenience from the commission for such purpose.

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

RECOMMENDATION:

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.

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

Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

SECTION 7.

SERVICE TO NEW AREAS.

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

SECTION 8.

BREACH OF FRANCHISE; REMEDIES:

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

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

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

SECTION 9.

ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

- (A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.
- (B) Subject to the Town's option under Section 3 (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.
- (C) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.
- (D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.
- (E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.
- (F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

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

SECTION 11. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the

Jonesborough, Washington County, Tennessee, requiring it.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the ____ day of _____, 2026.

JONESBOROUGH, TENNESSEE

By: _____
Kelly Wolfe, Mayor

ATTEST:

Janet Jennings, Town Recorder

ATMOS ENERGY CORPORATION

By: _____
**J. Kevin Dobbs, President
Kentucky/Mid-States Division**

Town's Mailing Address and Phone Number:

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

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

DATE: April 13, 2026 **AGENDA ITEM #:** 8-A

SUBJECT: Resolutions Hiring Administrative, Engineering, and Architect Services
for the 2026 LPRF Grant

BACKGROUND:

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 of Jonesborough 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 9th 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 (see attached scoring). CDP scored high. CDP 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 (see attached scoring). 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 (see attached scoring). ClarkNexsen scored high. ClarkNexsen has a strong history of providing excellent architectural services to the town.

RECOMMENDATION:

1. Approve the Resolution for Community Development Partners, LLC to provide the Town of Jonesborough with **Administrative Services** as part of the State of Tennessee's FY 2026 Local Parks and Recreation Fund grant for the Persimmon Ridge Park project.
2. Approve the Resolution for DTWood Engineering, Inc to provide the Town of Jonesborough with **Engineering Services** as part of the State of Tennessee's FY 2026 Local Parks and Recreation Fund grant for the Persimmon Ridge Park project.
3. Approve the Resolution for ClarkNexsen to provide the Town of Jonesborough with **Architectural Services** as part of the State of Tennessee's FY 2026 Local Parks and Recreation Fund grant for the Persimmon Ridge Park project.

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 13th day of April 2026.

Kelly Wolfe, Mayor

ATTEST:

Janet Jennings, Town Recorder

TOWN OF JONESBOROUGH, TENNESSEE
REQUEST FOR PROPOSALS - EVALUATION WORKSHEET
ADMINISTRATIVE SERVICES

In response to solicitations for Statements of Qualifications for Administrative Services for FY 2026 Recreation Services Program Grant Application, Submittals were received from the following firms on or before the designated deadline of April 9, 2026 at 2:00 PM EST.

- A. Community Development Partners, LLC
- B. _____
- C. _____

The following summarizes the evaluation made of these responses with respect to the previously established evaluation criteria:

	<u>SCORING</u>		
	A	B	C
1. Specialized Experience or technical expertise of firm in connection with type of services to be provided. Maximum 40 points	<u>40</u>		
2. Past record of performance on State and Federally funded projects with community and other clients including quality of work, timeliness, and cost control. Maximum 20 points	<u>20</u>		
3. Capacity of firm to perform work, considering current and planned workload. Maximum 20 points	<u>18</u>		
4. Familiarity of firm with the Parks & Recreation Program. Maximum 20 points	<u>20</u>		
Total score out of 100 possible points	<u>98</u>		

Based on the foregoing evaluation,

Community Development Partners, LLC
is determined to be the most qualified organization to undertake the solicited LPRF application preparation and project administration services and is recommended for contract award. In the event that the parties are unable to negotiate and agree upon a contract price, the next highest rated firm will begin negotiations.

Approved by: Glenn Rosenoff, Town Admin
Name Title
[Signature]
Signature
4/9/2026
Date

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 13th day of April 2026.

Kelly Wolfe, Mayor

ATTEST:

Janet Jennings, Town Recorder

TOWN OF JONESBOROUGH, TENNESSEE

REQUEST FOR PROPOSALS - EVALUATION WORKSHEET

ENGINEERING SERVICES

In response to solicitations for Statements of Qualifications for Engineering Services for the FY 2026 Recreation Services Program Grant, submittals were received from the following firms on or before the designated deadline of April 9, 2026 at 2:00 PM EST.

- A. DTWood Engineering, Inc
- B. McGill Associates
- C. _____

The following summarizes the evaluation made of these responses with respect to the previously established evaluation criteria:

	SCORING		
	A	B	C
1. Specified experience or technical expertise of firm in connection with services provided. Maximum 40 points	<u>40</u>	<u>38</u>	_____
2. Past record of performance on contracts with community and other clients including quality of work, timeliness, and cost control. Maximum 20 points	<u>20</u>	<u>18</u>	_____
3. Capacity of firm to perform work within time limitations, taking into consideration current and planned workload of firm. Maximum 20 points	<u>18</u>	<u>18</u>	_____
4. Familiarity with Parks & Recreation Program and eligibility requirements. Maximum 20 points	<u>18</u>	<u>18</u>	_____
Total score out of 100 possible points	<u>96</u>	<u>92</u>	_____

Based on the foregoing evaluation,

DTWood Engineering, Inc

is determined to be the most qualified firm to carry out the design services on the 2026 Recreation Services Program Grant and is recommended for contract award. In the event that the parties are unable to negotiate and agree upon a contract price the next highest rated firm will begin negotiations.

Approved by:

Glenn Rosenoff, Town. Admin.
Name Title

Glenn Rosenoff
Signature

Date April 9, 2026

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 13th day of April 2026.

Kelly Wolfe, Mayor

ATTEST:

Janet Jennings, Town Recorder

TOWN OF JONESBOROUGH, TENNESSEE
REQUEST FOR PROPOSALS - EVALUATION WORKSHEET
ARCHITECT SERVICES

In response to solicitations for Statements of Qualifications for Architect Services for FY 2026 Recreation Services Program Grant Application, Submittals were received from the following firms on or before the designated deadline of April 9, 2026 at 2:00 PM EST.

- A. ClarkNexsen
- B. _____
- C. _____

The following summarizes the evaluation made of these responses with respect to the previously established evaluation criteria:

	SCORING		
	A	B	C
1. Specialized Experience or technical expertise of firm in connection with type of services to be provided. Maximum 40 points	38		
2. Past record of performance on State and Federally funded projects with community and other clients including quality of work, timeliness, and cost control. Maximum 20 points	18		
3. Capacity of firm to perform work, considering current and planned workload. Maximum 20 points	18		
4. Familiarity of firm with the Parks & Recreation Program. Maximum 20 points	18		
Total score out of 100 possible points	92		

Based on the foregoing evaluation,

ClarkNexsen
is determined to be the most qualified organization to undertake the solicited LPRF application preparation and project architecture services and is recommended for contract award. In the event that the parties are unable to negotiate and agree upon a contract price, the next highest rated firm will begin negotiations.

Approved by: Glenn Rosenoff, Town Admin.
Name Title
[Signature]
Signature
4/9/2026
Date

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

DATE: April 13, 2026 **AGENDA ITEM #:** 8-B

SUBJECT: Resolution Regarding Equipment Acquisition Capital Outlay Note, Series 2026

BACKGROUND:

Presented for your consideration is Resolution 2026-10, a resolution 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 Board of Mayor and Aldermen 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 and One (1) Fire Vehicle
- Debt Issue early in the fiscal year - \$864,674 – Various Departmental Vehicles and 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 (TMBF) has secured us an attractive 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.

RECOMMENDATION:

Approve Resolution 2026-10, a resolution authorizing the issuance of interest-bearing equipment acquisition capital outlay notes, in an amount not to exceed \$625,783, as presented.

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 ad 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.

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

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 of or 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 the welfare 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

(SEAL)

EXHIBIT A - FORM OF NOTE

**Registered
No.** _____

**Registered
\$** _____

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
TOWN OF JONESBOROUGH
EQUIPMENT ACQUISITION CAPITAL OUTLAY NOTE,
SERIES 2026**

Registered Owner:

Principal Amount:

THE TOWN OF JONESBOROUGH, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates, unless this Note shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2026, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Recorder maintained at the City Hall, Jonesborough, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof 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.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "Equipment Acquisition Capital Outlay Notes, Series 2026" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$625,783. The Notes which are issued 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, are authorized by an appropriate resolution of the Board of Mayor and Aldermen, and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on April 13, 2026, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the Recorder of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. 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, or 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.

The Municipality and the Note Registrar may deem and treat the entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note 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

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the Recorder, all as of _____, 2026.

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

DATE: April 13, 2026

AGENDA ITEM #: 8-C

SUBJECT: First Reading of an Ordinance replacing Title 13, Chapter 2 (Sewer and Wastewater Treatment) of Jonesborough Municipal Code in its Entirety

BACKGROUND:

Director of Environmental Services Cobern Rasnick has submitted a comprehensive memorandum regarding an amendment to our Sewer Use Ordinance, as well as a draft amended ordinance for consideration. The amendment replaces Jonesborough Municipal Code Title 13, Chapter 2, Sewer Use and Wastewater Treatment.

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.

Mr. Rasnick is recommending Board approval.

RECOMMENDATION:

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.



TOWN OF JONESBOROUGH

123 BOONE STREET
JONESBOROUGH, TN 37659
TELEPHONE (423) 753-1030
FAX (423) 753-1074

MEMO

Date: 4/7/2026

To: Glenn Rosenoff, Town Administrator

From: Cobern Rasnick, Director of Environmental Services

RE: Sewer Use Ordinance Amendments

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.

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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.

Thank you for your consideration,

Cobern Rasnick

Director of Environmental Services

ORDINANCE NO. 2026-

**AN ORDINANCE REPLACING TITLE 13, CHAPTER 2
(SEWER USE AND WASTEWATER TREATMENT) OF
JONESBOROUGH MUNICIPAL CODE IN ITS ENTIRETY**

WHEREAS, the Town of Jonesborough has established policies and regulations related to the provision of wastewater services to Jonesborough residents as well as some household and industrial facilities outside of the city limits, and

WHEREAS, it is necessary to update and revised said policies and regulations so that expectations are clear for the provision of sewer service, and the Town's is in compliance with State and Federal guidelines, and

WHEREAS, revisions have been submitted to the Board of Mayor and Aldermen that make it more practical to adopt an adopt an entirely new Chapter on sewer and wastewater treatment, then

NOW, THEREFORE BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee that Title 13, Chapter 2 of the Jonesborough Municipal Code be replaced in its entirety as follows:

CHAPTER 2

SEWER USE AND WASTEWATER TREATMENT

SECTION

- 13-201 Purpose and policy
- 13-202 Abbreviations
- 13-203 Definitions
- 13-204 Industrial Pretreatment
- 13-205 Prohibited Discharge Standards
- 13-206 National Categorical Pretreatment Standards
- 13-207 State Pretreatment Standards
- 13-208 Local Limits
- 13-209 Town of Jonesborough Right of Revision
- 13-210 Dilution
- 13-211 Pretreatment Facilities
- 13-212 Additional Pretreatment Measures
- 13-213 Accidental Discharge/Slug Discharge Control Plans
- 13-214 Hauled Wastewater
- 13-215 Wastewater Analysis
- 13-216 Individual Wastewater Discharge Permit and General Permit Requirement

- 13-217 Individual Wastewater Discharge and General Permitting: Existing Connections
- 13-218 Individual Wastewater Discharge and General Permitting: New Connections
- 13-219 Individual Wastewater Discharge and General Permit Application Contents
- 13-220 Wastewater Discharge Permitting: General Permits
- 13-221 Application Signatories and Certifications
- 13-222 Individual Wastewater Discharge and General Permit Decisions
- 13-223 Individual Wastewater Discharge and General Permit Duration
- 13-224 Individual Wastewater Discharge Permit and General Permit Contents
- 13-225 Permit Issuance Process
- 13-226 Permit Modification
- 13-227 Individual Wastewater Discharge Permit and General Permit Transfer
- 13-228 Individual Wastewater Discharge Permit and General Permit Revocation
- 13-229 Individual Wastewater Discharge Permit and General Permit Reissuance
- 13-230 Regulation of Waste Received from Other Jurisdictions
- 13-231 Baseline Monitoring Reports
- 13-232 Compliance Schedule Progress Reports
- 13-233 Reports on Compliance with Categorical Pretreatment Standard Deadline
- 13-234 Periodic Compliance Reports
- 13-235 Reports of Changed Conditions
- 13-236 Reports of Potential Problems
- 13-237 Reports from Unpermitted Users
- 13-238 Notice of Violation/Repeat Sampling and Reporting
- 13-239 Notification of the Discharge of Hazardous Waste
- 13-240 Analytical Requirements
- 13-241 Sample Collection
- 13-242 Date of Receipt of Reports
- 13-243 Recordkeeping
- 13-244 Certification Statements
- 13-245 Right of Entry: Inspection and Sampling
- 13-246 Search Warrants
- 13-247 Confidential Information
- 13-248 Publication Of Users In Significant Noncompliance
- 13-249 Notification of Violation
- 13-250 Consent Orders
- 13-251 Show Cause Hearing
- 13-252 Compliance Orders
- 13-253 Cease and Desist Orders
- 13-254 Administrative Fines
- 13-255 Emergency Suspensions
- 13-256 Termination of Discharge
- 13-257 Injunctive Relief
- 13-258 Civil Penalties
- 13-259 Criminal Prosecution
- 13-260 Remedies Nonexclusive
- 13-261 Penalties for Late Reports

- 13-262 Performance Bonds
- 13-263 Liability Insurance
- 13-264 Payment of Outstanding Fees and Penalties
- 13-265 Water Supply Severance
- 13-266 Public Nuisances
- 13-267 Upset
- 13-268 Prohibited Discharge Standards
- 13-269 Bypass
- 13-270 Wastewater Treatment Tap Fee Schedule
- 13-271 Pretreatment Charges and Fees
- 13-272 Equipment Charge
- 13-273 Severability
- 13-274 Sewer Pre-Construction And Engineering Requirements
- 13-275 Sewer Operation And Construction Guidelines
- 13-276 Grease Trap and Oil Separators
- 13-277 Effective Date

13-201 Purpose and Policy

This Chapter sets forth uniform requirements for Users of the Waste Water Facilities for the Town of Jonesborough and enables the Town to comply with all applicable State and Federal laws, including the State Pretreatment Requirements (Tennessee Rule 0400-40-14), the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the *Code of Federal Regulations* CFR Part 403). The objectives of this ordinance are:

- (1) To prevent the introduction of pollutants into the Waste Water Facilities that will interfere with its operation;
- (2) To prevent the introduction of pollutants into the Waste Water Facilities that will pass through the Waste Water Facilities, inadequately treated, into receiving waters, or otherwise be incompatible with the Waste Water Facilities;
- (3) To protect both Waste Water Facilities personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (4) To promote reuse and recycling of industrial wastewater and sludge from the Waste Water Facilities;
- (5) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Waste Water Facilities; and
- (6) To enable the Town to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal

requirements, and any other Federal or State laws to which the Waste Water Facilities is subject.

This ordinance shall apply to all Users of the Waste Water Facilities. The ordinance authorizes the issuance of individual wastewater discharge permits or general permit; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

13-202 Abbreviations

The following abbreviations, when used in this ordinance, shall have the designated meanings:

BOD – Biochemical Oxygen Demand
BMP – Best Management Practice
BMR – Baseline Monitoring Report
CFR – *Code of Federal Regulations*
CIU – Categorical Industrial User
COD – Chemical Oxygen Demand
DES – Director of Environmental Services
EPA – U.S. Environmental Protection Agency
gpd – gallons per day
IU – Industrial User
mg/l – milligrams per liter
NPDES – National Pollutant Discharge Elimination System
NSCIU – Non-Significant Categorical Industrial User
RCRA – Resource Conservation and Recovery Act
SIU – Significant Industrial User
SNC – Significant Noncompliance
TSS – Total Suspended Solids
U.S.C. – United States Code
WWF – Waste Water Facilities

13-203 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this ordinance, shall have the meanings hereinafter designated.

- (1) Act or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.
- (2) Approval Authority. The Tennessee Division of Water Resources Director or his/her representative(s)

(3) Authorized or Duly Authorized Representative of the User.

(a) If the User is a corporation:

- (i) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or**
- (ii) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit or general permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.**

(b) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(c) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(d) The individuals described in paragraphs (a) through (c), above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Town of Jonesborough.

(4) Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).

(5) Best Management Practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other

management practices to implement the prohibitions listed in Section 13-205 (1) and (2) and Tennessee Rule 0400-40-14-.05(1)(a) and (2). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

- (6) **Categorical Pretreatment Standard or Categorical Standard.** Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- (7) **Categorical Industrial User.** An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.
- (8) **Town:** Town of Jonesborough or **Board/BMA:** Board of Mayor and Alderman.
- (9) **Chemical Oxygen Demand or COD.** A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.
- (10) **Control Authority.** The Town of Jonesborough
- (11) **Daily Maximum.** The arithmetic average of all effluent samples for a pollutant (except pH) collected during a calendar day.
- (12) **Daily Maximum Limit.** The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
- (13) **Environmental Protection Agency or EPA.** The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.
- (14) **Existing Source.** Any source of discharge that is not a "New Source."
- (15) **Grab Sample.** A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.
- (16) **Indirect Discharge or Discharge.** The introduction of pollutants into the WWF from any nondomestic source.

- (17) **Instantaneous Limit.** The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.
- (18) **Interference.** A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the WWF, its treatment processes or operations or its sludge processes, use or disposal; or exceeds the design capacity of the treatment works or the collection system.
- (19) **Local Limit.** Specific discharge limits developed and enforced by the Town of Jonesborough upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in Tennessee Rule 0400-40-14-.05(1)(a) and (2).
- (20) **Medical Waste.** Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
- (21) **Monthly Average.** The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.
- (22) **Monthly Average Limit.** The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.
- (23) **New Source.**
- (a) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act that will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:
- (i) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
- (ii) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
- (iii) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In

determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.

- (b) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
 - (c) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
 - (i) Begun, or caused to begin, as part of a continuous onsite construction program:
 1. any placement, assembly, or installation of facilities or equipment; or
 2. significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - (ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
- (24) **Noncontact Cooling Water.** Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
- (25) **Pass Through.** A discharge which exits the WWF into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of Town of Jonesborough's NPDES permit, including an increase in the magnitude or duration of a violation.
- (26) **Person.** Any and all persons, including individuals, firms, partnerships, associations, public or private institutions, state and federal agencies, municipalities or political subdivisions, or officers thereof, departments,

agencies, or instrumentalities, or public or private corporations or officers thereof, organized or existing under the laws of this or any state or country.

- (27) pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.
- (28) Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
- (29) Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the WWF. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
- (30) Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.
- (31) Pretreatment Standards or Standards. Pretreatment Standards shall mean prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.
- (32) Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 13-205 of this ordinance.
- (33) Significant Industrial User (SIU).

Except as provided in paragraphs (c) and (d) of this Section, a Significant Industrial User is:

- (a) An Industrial User subject to categorical Pretreatment Standards; or
- (b) An Industrial User that:
 - (i) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the WWF (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

- (ii) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the WWF treatment plant; or
 - (iii) Is designated as such by the Town of Jonesborough on the basis that it has a reasonable potential for adversely affecting the WWF's operation or for violating any Pretreatment Standard or Requirement.
 - (c) The Town of Jonesborough may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
 - (i) The Industrial User, prior to the Town of Jonesborough finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
 - (ii) The Industrial User annually submits the certification statement required in Section 13-244(2) [see Tennessee Rule 0400-40-14-.12(17)], together with any additional information necessary to support the certification statement; and
 - (iii) The Industrial User never discharges any untreated concentrated wastewater.
 - (d) Upon a finding that a User meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the WWF's operation or for violating any Pretreatment Standard or Requirement, the Town of Jonesborough may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in Tennessee Rule 0400-40-14-.08(6)(f), determine that such User should not be considered a Significant Industrial User.
- (34) **Slug Load or Slug Discharge.** Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 13-205 of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any

other way violate the WWF's regulations, Local Limits or Permit conditions.

- (35) **Waste Water Facilities or WWF.** All treatment facilities, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the Town of Jonesborough. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.
- (36) **Septic Tank Waste.** Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.
- (37) **Sewage.** Human excrement and gray water (household showers, dishwashing operations, etc.).
- (38) **Storm Water.** Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
- (39) **Director of Environmental Services or DES.** The person designated by the Town of Jonesborough to supervise the operation of the WWF, and who is charged with certain duties and responsibilities by this ordinance. The term also means a Duly Authorized Representative of the Board of Mayor and Alderman.
- (40) **Total Suspended Solids or Suspended Solids or TSS.** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.
- (41) **User or Industrial User.** A source of indirect discharge.
- (42) **Wastewater.** Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the WWF.
- (43) **Wastewater Treatment Plant or Treatment Plant.** That portion of the WWF which is designed to provide treatment of municipal sewage and industrial waste.

13-205 Prohibited Discharge Standards

- (1) **General Prohibitions.** No User shall introduce or cause to be introduced into the WWF any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the WWF whether or not they are subject to categorical Pretreatment Standards or

any other National, State, or local Pretreatment Standards or Requirements.

- (2) **Specific Prohibitions.** No User shall introduce or cause to be introduced into the WWF the following pollutants, substances, or wastewater:
- (a) Pollutants which create a fire or explosive hazard in the WWF, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;
 - (b) Wastewater having a pH less than 5.5 or more than 9.5, or otherwise causing corrosive structural damage to the WWF or equipment;
 - (c) Solid or viscous substances in amounts which will cause obstruction of the flow in the WWF resulting in Interference but in no case solids greater than 1.5 inch(es);
 - (d) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the WWF;
 - (e) Wastewater having a temperature that will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C);
 - (f) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
 - (g) Pollutants which result in the presence of toxic gases, vapors, or fumes within the WWF in a quantity that may cause acute worker health and safety problems;
 - (h) Trucked or hauled pollutants, except at discharge points designated by the DES in accordance with Section 13-214 of this ordinance;
 - (i) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
 - (j) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable

tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating Town of Jonesborough NPDES permit;

- (k) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- (l) Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Director of Environmental Services.
- (m) Sludges, screenings, or other residues from the pretreatment of industrial wastes.
- (n) Medical Wastes, except as specifically authorized by the Director of Environmental Services in an individual wastewater discharge permit or a general permit;
- (o) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;
- (p) Detergents, surface-active agents, or other substances which that might cause excessive foaming in the WWF;
- (q) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 30 mg/l;
- (r) Wastewater causing two readings on an explosion hazard meter at the point of discharge into the WWF, or at any point in the WWF, of more than 10 percent or any single reading over 10 percent of the Lower Explosive Limit of the meter.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the WWF.

13-206 National Categorical Pretreatment Standards

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

- (1) Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Director of Environmental Services may impose equivalent concentration or mass limits in accordance with Sections 13-206(5) and 13-206(6).

- (2) When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Director of Environmental Services may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.
- (3) When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Director of Environmental Services shall impose an alternate limit in accordance with Tennessee Rule 0400-40-14-.06(5).
- (4) A CIU may obtain a net/gross adjustment to a categorical Pretreatment Standard in accordance with the following paragraphs of this Section.
 - (a) Categorical Pretreatment Standards may be adjusted to reflect the presence of pollutants in the Industrial User's intake water in accordance with this Section. Any Industrial User wishing to obtain credit for intake pollutants must make application to the Town of Jonesborough. Upon request of the Industrial User, the applicable Standard will be calculated on a "net" basis (i.e., adjusted to reflect credit for pollutants in the intake water) if the requirements of paragraph (2) of this Section are met.
 - (b) Criteria.
 - (i) Either (i) The applicable categorical Pretreatment Standards contained in 40 CFR subchapter N specifically provide that they shall be applied on a net basis; or (ii) The Industrial User demonstrates that the control system it proposes or uses to meet applicable categorical Pretreatment Standards would, if properly installed and operated, meet the Standards in the absence of pollutants in the intake waters.
 - (ii) Credit for generic pollutants such as biochemical oxygen demand (BOD), total suspended solids (TSS), and oil and grease should not be granted unless the Industrial User demonstrates that the constituents of the generic measure in the User's effluent are substantially similar to the constituents of the generic measure in the intake water or unless appropriate additional limits are placed on process water pollutants either at the outfall or elsewhere.
 - (iii) Credit shall be granted only to the extent necessary to meet the applicable categorical Pretreatment Standard(s), up to a maximum value equal to the influent value. Additional monitoring

may be necessary to determine eligibility for credits and compliance with Standard(s) adjusted under this Section.

- (iv) Credit shall be granted only if the User demonstrates that the intake water is drawn from the same body of water as that into which the WWF discharges. The Town of Jonesborough may waive this requirement if it finds that no environmental degradation will result.
- (5) When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the Town convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the DES. The Town may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 13-206(5)(a)(i) through 13-206(5)(a)(v) below.

(a) To be eligible for equivalent mass limits, the Industrial User must:

- (i) Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;
- (ii) Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
- (iii) Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
- (iv) Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and
- (v) Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.

(b) An Industrial User subject to equivalent mass limits must:

- (i) Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
- (ii) Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
- (iii) Continue to record the facility's production rates and notify the DES whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 13-206(5)(a)(iii) of this Section. Upon notification of a revised production rate, the DES will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
- (iv) Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraph 13-206(5)(a)(i) of this Section so long as it discharges under an equivalent mass limit.

(c) When developing equivalent mass limits, the DES:

- (i) Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;
- (ii) Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
- (iii) May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 13-210. The Industrial User must also be in compliance with Section 13-269 regarding the prohibition of bypass.

(6) The DES may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the DES.

- (7) Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section (13-206) in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.
- (8) Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.
- (9) Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the DES within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the DES of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long term average production rate.

13-207 State Pretreatment Standards

Users must comply with State of Tennessee Pretreatment Standards codified at Tennessee Rule 0400-40-14 to State statute or law.

13-208 Local Limits

The Town of Jonesborough is mandated by our NPDES permit to monitor the Pass Through limits for some or all of the pollutants listed below, and may need to establish local limits for pollutants not listed below. The municipality may also establish Best Management Practices (BMPs) to control certain pollutants. The Town of Jonesborough will provide public notice and an opportunity to respond to interested parties (40 CFR 403.5(c)(3)). This requirement applies whether local limits are set by ordinance or on a case-by-case basis. The Town of Jonesborough has developed Protection limits and local limits based on the Pass Through limits and will apply them to IU's on a case-by-case basis.

- (1) The DES is authorized to establish Local limits pursuant to Tennessee Rule 0400-40-14-.05(3).

(2) The Town of Jonesborough Pollutant Local Limits is hereby adopted. The pollutant local limits are established to protect against Pass Through and Interference. The list of pollutants has been established by the town's NPDES Permit and may not be limited only to the noted pollutants. No person shall discharge wastewater containing in excess of the limits indicated. The limits apply at the point where the wastewater is discharged to the collection system.

All concentrations for metallic substances are for total metal unless indicated otherwise. The DES may impose mass limitations in addition to the concentration-based limitations indicated.

(3) Available at Town Hall. Pursuant to the requirements of Tennessee Code T.C.A. § 10-7-503, one (1) copy of the Town of Jonesborough Pollutant Local Limits will be placed in the administration office at town hall and shall be kept there for the use and inspection of the public.

(4) The DES may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits or general permits, to implement Local Limits and the requirements of Section 13-205.

~~(2) The following pollutant local limits are established to protect against Pass Through and Interference. The following list of pollutants has been established by the town's NPDES Permit and may not be limited only to these pollutants. No person shall discharge wastewater containing in excess of the following:~~

	Monthly—Average (mg/L)	Daily—Maximum (mg/L)
Copper	13.14	26.28
Chromium	10.15	20.30
Nickel	7.48	14.96
Cadmium	0.91	1.83
Lead	6.92	13.84
Mercury	0.04	0.09
Zinc	5.27	10.54
Silver	0.80	1.61
Cyanide	2.71	5.42
Toluene	5.91	11.83
Benzene	0.35	0.70
1,1,1-Trichloroethane	6.93	13.86
Ethylbenzene	1.10	2.20
Carbon Tetrachloride	41.65	83.31
Chloroform	6.09	12.18
Tetrachloroethylene	3.84	7.69
Trichloroethylene	2.76	5.53
1,2-Transdichloroethylene	0.20	0.39
Methylene Chloride	2.60	5.21
Phenol	11.27	22.55
Naphthalene	0.28	0.56
Total Phthalates	4.48	8.95
Oil and Grease	n/a	100.00

~~CBOD
Total Suspended Solids~~

~~per industrial user permit
per industrial user permit~~

~~The above limits apply at the point where the wastewater is discharged to the collection system. All concentrations for metallic substances are for total metal unless indicated otherwise. The DES may impose mass limitations in addition to the concentration-based limitations above.~~

~~(3) The DES may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits or general permits, to implement Local Limits and the requirements of Section 13-205.~~

13-209 Town of Jonesborough's Right of Revision

The Town reserves the right to establish, by ordinance or in individual wastewater discharge permits or in general permits, more stringent Standards or Requirements on discharges to the WWF consistent with the purpose of this ordinance.

13-210 Dilution

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. DES may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements or in other cases when the imposition of mass limitations is appropriate.

13-211 Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with this ordinance and shall achieve compliance with all categorical Pretreatment Standards, Local Limits, and the prohibitions set out in Section 13-205 of this ordinance within the time limitations specified by EPA, the State, or the Town of Jonesborough, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to Town of Jonesborough for review, and shall be acceptable by Town of Jonesborough before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to Town under the provisions of this ordinance.

13-212 Additional Pretreatment Measures

- (1) Whenever deemed necessary, DES may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the WWF and determine the User's compliance with the requirements of this ordinance.
- (2) The DES may require any person discharging into the WWF to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An individual wastewater discharge permit or a general permit may be issued solely for flow equalization.
- (3) Grease, oil, and sand interceptors shall be provided when, in the opinion of DES, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by the Town of Jonesborough, shall comply with the Town's Oil and Grease Management ordinance, and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired in accordance with the Town's Oil and Grease Management ordinance by the User at their expense.
- (4) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

13-213 Accidental Discharge/Slug Discharge Control Plans

The DES shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The DES may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the DES may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the DES of any accidental or Slug Discharge, as required by Section 13-236 of this ordinance; and

- (4) Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

13-214 Hauled Wastewater

- (1) Septic tank waste may be introduced into the WWF only at locations designated by the DES, and at such times as are established by the DES. Such waste shall not violate Sections 13-205 through 13-210 of this ordinance or any other requirements established by the Town. The DES may require septic tank waste haulers to obtain individual wastewater discharge permits or general permits.
- (2) If sewer needs to be hauled by the Town of Jonesborough in a Pump and Haul situation a request must be made to the Town no less than forty five(45) days prior to the service needed. The Town of Jonesborough will be responsible for requesting a Pump and Haul Permit from TDEC.

13-215 Wastewater Analysis

When requested by DES, a User must submit information on the nature and characteristics of its wastewater within 14 days of the request. The DES is authorized to prepare a form for this purpose and may periodically require Users to update this information.

13-216 Individual Wastewater Discharge Permit and General Permit Requirement

- (1) No Significant Industrial User shall discharge wastewater into the WWF without first obtaining an individual wastewater discharge permit or a general permit from the Town of Jonesborough, except that a Significant Industrial User that has filed a timely application pursuant to Section 13-217 of this ordinance may continue to discharge for the time period specified therein.
- (2) The DES may require other Users to obtain individual wastewater discharge permits or general permits as necessary to carry out the purposes of this ordinance.
- (3) Any violation of the terms and conditions of an individual wastewater discharge permit or a general permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the

sanctions set out in Sections 10 through 12 of this ordinance. Obtaining an individual wastewater discharge permit or a general permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

13-217 Individual Wastewater Discharge and General Permitting: Existing Connections

Any User required to obtain an individual wastewater discharge permit or an effective date of this ordinance and who wishes to continue such discharges in the future, shall, within 45 days after said date, apply to the DES for an individual wastewater discharge permit or a general permit in accordance with Section 13-219 of this ordinance, and shall not cause or allow discharges to the WWF to continue after 45 days of the effective date of this ordinance except in accordance with an individual wastewater discharge permit or a general permit issued by the DES.

13-218 Individual Wastewater Discharge and General Permitting: New Connections

Any User required to obtain an individual wastewater discharge permit or a general permit who proposes to begin or recommence discharging into the WWF must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit or general permit, in accordance with Section 13-219 of this ordinance, must be filed at least 45 days prior to the date upon which any discharge will begin or recommence.

13-219 Individual Wastewater Discharge and General Permit Application Contents

- (1) All Users required to obtain an individual wastewater discharge permit or a general permit must submit a permit application. Users that are eligible may request a general permit under Section 13-220. The DES may require Users to submit all or some of the following information as part of a permit application:
 - (a) Identifying Information.
 - (i) The name and address of the facility, including the name of the operator and owner.
 - (ii) Contact information, description of activities, facilities, and plant production processes on the premises;
 - (b) Environmental Permits. A list of any environmental control permits held by or for the facility.

(c) Description of Operations.

- (i) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the WWF from the regulated processes.**
- (ii) Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the WWF;**
- (iii) Number and type of employees, hours of operation, and proposed or actual hours of operation;**
- (iv) Type and amount of raw materials processed (average and maximum per day);**
- (v) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;**

(d) Time and duration of discharges;

(e) The location for monitoring all wastes covered by the permit;

(f) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the WWF from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 13-206(3) (Tennessee Rule 0400-40-14-.06(5)).

(g) Measurement of Pollutants.

- (i) The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.**
- (ii) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the DES, of regulated pollutants in the discharge from each regulated process.**
- (iii) Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.**

- (iv) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 13-240 of this ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the DES or the applicable Standards to determine compliance with the Standard.
- (v) Sampling must be performed in accordance with procedures set out in Section 13-241 of this ordinance.
- (h) Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 13-234(2), Tennessee Rule 0400-40-14-.12(5)(b).
- (i) Any request to be covered by a general permit based on Section 13-220.
- (j) Any other information as may be deemed necessary by the DES to evaluate the permit application.
- (k) Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

13-220 Wastewater Discharge Permitting: General Permits

- (1) At the discretion of the DES, the DES may use general permits to control SIU discharges to the WWF if the following conditions are met. All facilities to be covered by a general permit must:
 - (a) Involve the same or substantially similar types of operations;
 - (b) Discharge the same types of wastes;
 - (c) Require the same effluent limitations;
 - (d) Require the same or similar monitoring; and
 - (e) In the opinion of the DES, are more appropriately controlled under a general permit than under individual wastewater discharge permits.
- (2) To be covered by the general permit, the SIU must file a written request for coverage that identifies its contact information, production processes, the types of wastes generated, the location for monitoring all wastes covered

by the general permit, any requests in accordance with Section 13-234(2) for a monitoring waiver for a pollutant neither present nor expected to be present in the Discharge, and any other information the WWF deems appropriate. A monitoring waiver for a pollutant neither present nor expected to be present in the discharge is not effective in the general permit until after the DES has provided written notice to the SIU that such a waiver request has been granted in accordance with Section 13-234(2).

- (3) The DES will retain a copy of the general permit, documentation to support the WWF's determination that a specific SIU meets the criteria in Section 13-220(1)(a) to (e) and applicable State regulations, and a copy of the User's written request for coverage for three (3) years after the expiration of the general permit.
- (4) They may not control an SIU through a general permit where the facility is subject to production-based categorical Pretreatment Standards or categorical Pretreatment Standards expressed as mass of pollutant discharged per day or for IUs whose limits are based on the Combined Wastestream Formula (Section 13-206(3)) or Net/Gross calculations (Section 13-206(4)).

13-221 Application Signatories and Certifications

- (1) All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 13-244(1).
- (2) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the DES prior to or together with any reports to be signed by an Authorized Representative.
- (3) A facility determined to be a Non-Significant Categorical Industrial User by the DES pursuant to 13-203(33)(c) must annually submit the signed certification statement in Section 13-244(2).

13-222 Individual Wastewater Discharge and General Permit Decisions

The DES will evaluate the data furnished by the User and may require additional information. Within 45 days of receipt of a complete permit application, the DES will determine whether to issue an individual wastewater discharge permit or a general permit. The DES may deny any application for an individual wastewater discharge permit or a general permit.

13-223 Individual Wastewater Discharge and General Permit Duration

An individual wastewater discharge permit or a general permit shall be issued for a specified time period, not to exceed five (3) years from the effective date of the permit. An individual wastewater discharge permit or a general permit may be issued for a period less than five (3) years, at the discretion of the DES. Each individual wastewater discharge permit or a general permit will indicate a specific date upon which it will expire.

13-224 Individual Wastewater Discharge Permit and General Permit Contents

An individual wastewater discharge permit or a general permit shall include such conditions as are deemed reasonably necessary by the DES to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the WWF.

(1) Individual wastewater discharge permits and general permits must contain:

- (a) A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
- (b) A statement that the wastewater discharge permit is nontransferable without prior notification to the Town in accordance with Section 13-227 of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- (c) Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
- (d) Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants or best management practice to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.
- (e) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Section 13-234(2).
- (f) A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

- (g) Requirements to control Slug Discharge, if determined by the Director of Environmental Services to be necessary.
 - (h) Any grant of the monitoring waiver by the DES (Section 13-234(2)) must be included as a condition in the User's permit or other control mechanism.
- (2) Individual wastewater discharge permits or general permits may contain, but need not be limited to, the following conditions:
- (a) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 - (b) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
 - (c) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
 - (d) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the WWF;
 - (e) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the WWF;
 - (f) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
 - (g) A statement that compliance with the individual wastewater discharge permit or the general permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit or the general permit; and
 - (h) Other conditions as deemed appropriate by the DES to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

13-225 Permit Issuance Process

- (1) **Public Notification.** All records pertaining to Industrial User permits are public record and can be reviewed at the office of the DES. The only items that may be restricted are anything pertaining to trade secrets or to a proprietary process. If someone wishes to review permits, a request must be submitted in writing and an appointment made with the DES.
- (2) **Permit Appeals.** The DES shall provide public notice of the issuance of an individual wastewater discharge permit or a general permit. Any person, including the User, may petition the DES to reconsider the terms of an individual wastewater discharge permit or a general permit within 30 days of notice of its issuance.
 - (a) Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
 - (b) In its petition, the appealing party must indicate the individual wastewater discharge permit or a general permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the individual wastewater discharge permit or a general permit.
 - (c) The effectiveness of the individual wastewater discharge permit or a general permit shall not be stayed pending the appeal.
 - (d) If the DES fails to act within 30 days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider an individual wastewater discharge permit or a general permit, not to issue an individual wastewater discharge permit or a general permit, or not to modify an individual wastewater discharge permit [or a general permit shall be considered final administrative actions for purposes of judicial review.
 - (e) Aggrieved parties seeking judicial review of the final administrative individual wastewater discharge permit or general permit decision must do so by filing a complaint with the appropriate Legal Authorities for proper jurisdiction within the State of Tennessee Statute of Limitations.

13-226 Permit Modification

- (1) The DES may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:
 - (a) To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

- (b) To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;
 - (c) A change in the WWF that requires either a temporary or permanent reduction or elimination of the authorized discharge;
 - (d) Information indicating that the permitted discharge poses a threat to [the Town's WWF, Town personnel, or the receiving waters;
 - (e) Violation of any terms or conditions of the individual wastewater discharge permit;
 - (f) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
 - (g) Revision of or a grant of variance from categorical Pretreatment Standards pursuant to Tennessee Rule 0400-40-14-.13;
 - (h) To correct typographical or other errors in the individual wastewater discharge permit; or
 - (i) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 13-227.
- (2) The DES may modify a general permit for good cause, including, but not limited to, the following reasons:
- (a) To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;
 - (b) A change in the WWF that requires either a temporary or permanent reduction or elimination of the authorized discharge;
 - (c) To correct typographical or other errors in the individual wastewater discharge permit; or
 - (d) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 13-227.

13-227 Individual Wastewater Discharge Permit and General Permit Transfer

Individual wastewater discharge permits or coverage under general permits may be transferred to a new owner or operator only if the permittee gives at least 45 days advance notice to the DES and the DES approves the individual wastewater discharge permit or the general permit coverage transfer. The notice to the DES must include a written certification by the new owner or operator which:

- (1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;**
- (2) Identifies the specific date on which the transfer is to occur; and**
- (3) Acknowledges full responsibility for complying with the existing individual wastewater discharge permit or general permit.**

Failure to provide advance notice of a transfer renders the individual wastewater discharge permit or coverage under the general permit void as of the date of facility transfer.

13-228 Individual Wastewater Discharge Permit and General Permit Revocation

The DES may revoke an individual wastewater discharge permit or coverage under a general permit for good cause, including, but not limited to, the following reasons:

- (1) Failure to notify the DES of significant changes to the wastewater prior to the changed discharge;**
- (2) Failure to provide prior notification to the DES of changed conditions pursuant to Section 13-235 of this ordinance;**
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;**
- (4) Falsifying self-monitoring reports and certification statements;**
- (5) Tampering with monitoring equipment;**
- (6) Refusing to allow the DES timely access to the facility premises and records;**
- (7) Failure to meet effluent limitations;**
- (8) Failure to pay fines;**

- (9) Failure to pay sewer charges;
- (10) Failure to meet compliance schedules;
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application;
- (12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- (13) Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or the general permit or this ordinance.

Individual wastewater discharge permits or coverage under general permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits or general permits issued to a User are void upon the issuance of a new individual wastewater discharge permit or a general permit to that User.

13-229 Individual Wastewater Discharge Permit and General Permit Reissuance

A User with an expiring individual wastewater discharge permit or general permit shall apply for individual wastewater discharge permit or general permit reissuance by submitting a complete permit application, in accordance with Section 13-224 of this ordinance, a minimum of 90 days prior to the expiration of the User's existing individual wastewater discharge permit or general permit.

13-230 Regulation of Waste Received from Other Jurisdictions

- (1) If another municipality, or User located within another municipality, contributes wastewater to the WWF, the DES shall enter into an inter-municipal agreement with the contributing municipality.
- (2) Prior to entering into an agreement required by paragraph (1), above, the DES shall request the following information from the contributing municipality:
 - (a) A description of the quality and volume of wastewater discharged to the WWF by the contributing municipality;
 - (b) An inventory of all Users located within the contributing municipality that are discharging to the WWF; and
 - (c) Such other information as the DES may deem necessary.

- (3) An inter-municipal agreement, as required by paragraph (1), above, shall contain the following conditions:
- (a) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and Local Limits, including required Baseline Monitoring Reports (BMRs), which are at least as stringent as those set out in Section 13-208 of this ordinance. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the Town's ordinance or Local Limits;
 - (b) A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;
 - (c) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit or general permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the DES; and which of these activities will be conducted jointly by the contributing municipality and the DES;
 - (d) A requirement for the contributing municipality to provide the DES with access to all information that the contributing municipality obtains as part of its pretreatment activities;
 - (e) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the WWF;
 - (f) Requirements for monitoring the contributing municipality's discharge;
 - (g) A provision ensuring the DES access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the DES; and
 - (h) A provision specifying remedies available for breach of the terms of the inter-municipal agreement.

13-231 Baseline Monitoring Reports

- (1) Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under Tennessee Rule 0400-40-14-.06(1)(d), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the WWF shall submit to the DES a report which contains the information listed in paragraph (2), below.

At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the DES a report which contains the information listed in paragraph B, below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

- (2) Users described above shall submit the information set forth below.
 - (a) All information required in Section 13-219(1)(a)(i), Section 13-219(1)(b), Section 13-219(1)(c)(i), and Section 13-219(1)(f).
 - (b) Measurement of pollutants.
 - (i) The User shall provide the information required in Section 13-219(1)(g)(i) through (iv).
 - (ii) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
 - (iii) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in Tennessee Rule 0400-40-14-.06(5) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with Tennessee Rule 400-40-14-.06(5) this adjusted limit along with supporting data shall be submitted to the Control Authority;
 - (iv) Sampling and analysis shall be performed in accordance with Section 13-240;
 - (v) The DES may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
 - (vi) The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such

sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the WWF.

- (c) **Compliance Certification.** A statement, reviewed by the User's Authorized Representative as defined in Section 13-203(3) and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.
- (d) **Compliance Schedule.** If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 13-232 of this ordinance.
- (e) **Signature and Report Certification.** All baseline monitoring reports must be certified in accordance with Section 13-244(1) of this ordinance and signed by an Authorized Representative as defined in Section 13-203(3).

13-232 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 13-231(2)(d) of this ordinance:

- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (2) No increment referred to above shall exceed nine (9) months;
- (3) The User shall submit a progress report to the DES no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

- (4) In no event shall more than nine (9) months elapse between such progress reports to the DES.

13-233 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the WWF, any User subject to such Pretreatment Standards and Requirements shall submit to the DES a report containing the information described in Sections 13-219(1)(f) and (g) and 13-231(2)(b) of this ordinance. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 13-206, this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 13-244(1) of this ordinance. All sampling will be done in conformance with Section 13-241.

13-234 Periodic Compliance Reports

- (1) All Significant Industrial Users must, at a frequency determined by the DES submit no less than twice per year on the dates specified in their permit, reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the DES or the Pretreatment Standard necessary to determine the compliance status of the User.
- (2) The Town may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. See Tennessee Rule 0400-40-14-.12(5)(b). This authorization is subject to the following conditions:
 - (a) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.

- (b) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 3 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Section 13-219(1)(h).
 - (c) In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.
 - (d) The request for a monitoring waiver must be signed in accordance with Section 13-203(3) and include the certification statement in 13-244(1) (Tennessee Rule 0400-40-14-.06(1)(b)2).
 - (e) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.
 - (f) Any grant of the monitoring waiver by the DES must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the DES for 3 years after expiration of the waiver.
 - (g) Upon approval of the monitoring waiver and revision of the User's permit by the DES, the Industrial User must certify on each report with the statement in Section 13-244(3) below, that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.
 - (h) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of Section 13-234(1), or other more frequent monitoring requirements imposed by the DES, and notify the DES.
 - (i) This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.
- (3) All periodic compliance reports must be signed and certified in accordance with Section 13-244(1) of this ordinance.

- (4) All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
- (5) If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the DES, using the procedures prescribed in Section 13-241 of this ordinance, the results of this monitoring shall be included in the report.

13-235 Reports of Changed Conditions

Each User must notify the DES of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least 45 days before the change.

- (1) The DES may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 13-219 of this ordinance.
- (2) The DES may issue an individual wastewater discharge permit or a general permit under Section 13-229 of this ordinance or modify an existing wastewater discharge permit or a general permit under Section 13-226 of this ordinance in response to changed conditions or anticipated changed conditions.

13-236 Reports of Potential Problems

- (1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the WWF, the User shall immediately telephone and notify the DES of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
- (2) Within five (5) days following such discharge, the User shall, unless waived by the DES, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the WWF, natural resources, or any other damage to person

or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.

- (3) A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in Section 13-236(1). Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.
- (4) Significant Industrial Users are required to notify the DES immediately of any changes at its facility affecting the potential for a Slug Discharge

13-237 Reports from Unpermitted Users

All Users not required to obtain an individual wastewater discharge permit or general permit shall provide appropriate reports to the DES as the DES may require.

13-238 Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User must notify the DES within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the DES within thirty 14 days after becoming aware of the violation. Resampling by the Industrial User is not required if the Town performs sampling at the User's facility at least once a month, or if the Town performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the Town receives the results of this sampling, or if the Town has performed the sampling and analysis in lieu of the Industrial User.

12-239 Notification of the Discharge of Hazardous Waste

- (1) Any User who commences the discharge of hazardous waste shall notify the WWF, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the WWF of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the WWF, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180)

days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 13-235 of this ordinance. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sections 13-231, 13-233, and 13-234 of this ordinance.

- (2) Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.
- (3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the DES, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- (4) In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- (5) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

13-240 Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the DES or other parties approved by EPA.

13-241 Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

- (1) Except as indicated in Section 2 and 3 below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the DES. Where time-proportional composite sampling or grab sampling is authorized by the Town of Jonesborough, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Town, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.
- (2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 13-231 and 13-233 Tennessee Rule 0400-40-14-.12(2) and (4), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the DES may authorize a lower minimum. For the reports required by paragraphs Section 13-234 (Tennessee Rule 0400-40-14-.12(5) and (8)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

13-242 Date of Receipt of Reports

Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

13-243 Recordkeeping

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 13-208(3). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the Town, or where the User has been specifically notified of a longer retention period by the DES.

13-244 Certification Statements

- (1) Certification of Permit Applications, User Reports and Initial Monitoring Waiver. The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 13-221; Users submitting baseline monitoring reports under Section 13-231(2)(e); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 13-233; Users submitting periodic compliance reports required by Section 13-234(1)-(3), and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 13-234(2)(d). The following certification statement must be signed by an Authorized Representative as defined in Section 13-203(3):

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- (2) Annual Certification for Non-Significant Categorical Industrial Users-A facility determined to be a Non-Significant Categorical Industrial User by the DES pursuant to 13-203(33)(c) and 13-221(3) must annually submit the following certification statement signed in accordance with the signatory

requirements in Section 13-203(3). This certification must accompany an alternative report required by the DES:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- (i) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in 13-203(33)(c);
- (ii) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
- (iii) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

(3) Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on Section 13-234(2) must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 13-234(1).

13-245 Right of Entry: Inspection and Sampling

The DES shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this ordinance and any individual wastewater discharge permit or general permit or order issued hereunder. Users shall allow the DES ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- (1) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon

presentation of suitable identification, the DES shall be permitted to enter without delay for the purposes of performing specific responsibilities.

- (2) The DES shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
- (3) The DES may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.
- (4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the DES and shall not be replaced. The costs of clearing such access shall be born by the User.
- (5) Unreasonable delays in allowing the DES access to the User's premises shall be a violation of this ordinance.

13-246 Search Warrants

If the DES has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the Town of Jonesborough designed to verify compliance with this ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the DES may seek issuance of a search warrant from the appropriate Court of the State of Tennessee.

13-247 Confidential Information

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, general permits, and monitoring programs, and from the DES's inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the DES, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately

upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

13-248 Publication Of Users In Significant Noncompliance

The DES shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the Town of Jonesborough, a list of the Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs (3), (4) or (8) of this Section) and shall mean:

- (1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Sections 13-205 to 13-210;
- (2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 2 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- (3) Any other violation of a Pretreatment Standard or Requirement as defined by Sections 13-205 to 13-210 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the DES determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of WWF personnel or the general public;
- (4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the DES's exercise of its emergency authority to halt or prevent such a discharge;
- (5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or a general permit or enforcement order for starting construction, completing construction, or attaining final compliance;

- (6) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (7) Failure to accurately report noncompliance; or
- (8) Any other violation(s), which may include a violation of Best Management Practices, which the DES determines will adversely affect the operation or implementation of the local pretreatment program.

13-249 Notification of Violation

When the DES finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the DES may serve upon that User a written Notice of Violation. Within 3 days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the DES. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the DES to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

13-250 Consent Orders

The DES may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 13-252 and 13-253 of this ordinance and shall be judicially enforceable.

13-251 Show Cause Hearing

The DES may order a User which has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the DES and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt

requested) at least 15 days prior to the hearing. Such notice may be served on any Authorized Representative of the User as defined in Section 13-203(3) and required by Section 13-221(1). A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

13-252 Compliance Orders

When the DES finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, DES may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

13-253 Cease and Desist Orders

When the DES finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the DES may issue an order to the User directing it to cease and desist all such violations and directing the User to:

- (1) Immediately comply with all requirements; and
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

13-254. Administrative Penalties

- (1) When the DES finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment

Standard or Requirement, the DES may fine such User in an amount not to exceed maximum fine allowed under State Law. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

- (2) Unpaid charges and penalties shall, after (30) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of ten percent (10%) per month. A lien against the User's property shall be sought for unpaid charges and penalties.
- (3) Users desiring to dispute such fines must file a written request for the DES to reconsider the fine along with full payment of the fine amount within 30 days of being notified of the fine. Where a request has merit, the DES may convene a hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The DES may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
- (4) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

13-255 Emergency Suspensions

The DES may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The DES may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the WWF, or which presents, or may present, an endangerment to the environment.

- (1) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the DES may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the WWF, its receiving stream, or endangerment to any individuals. The DES may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the DES that the period of endangerment has passed, unless the termination proceedings in Section 13-256 of this ordinance are initiated against the User.
- (2) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement,

describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the DES prior to the date of any show cause or termination hearing under Sections 13-251 or 13-256 of this ordinance. Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

13-256 Termination of Discharge

In addition to the provisions in Section 13-228 of this ordinance, any User who violates the following conditions is subject to discharge termination:

- (1) Violation of individual wastewater discharge permit or general permit conditions;
- (2) Failure to accurately report the wastewater constituents and characteristics of its discharge;
- (3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- (4) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
- (5) Violation of the Pretreatment Standards in Sections 13-205 to 13-210 of this ordinance. Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 13-251 of this ordinance why the proposed action should not be taken. Exercise of this option by the DES shall not be a bar to, or a prerequisite for, taking any other action against the User.

13-257 Injunctive Relief

When the DES finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the DES may petition the appropriate Court through the Town's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, the general permit, order, or other requirement imposed by this ordinance on activities of the User. The DES may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

13-258 Civil Penalties

Violations, Administrative civil penalty. Under the authority of Tennessee Code Annotated, § 69-3-125.

- (1) Any person including, but not limited to, industrial users, who does any of the following acts or omissions is subject to a civil penalty of up to ten thousand dollars (\$10,000.00) per day for each day during which the act or omission continues or occurs:**
 - (a) Unauthorized discharge, discharging without a permit;**
 - (b) Violates an effluent standard or limitation;**
 - (c) Violates the terms or conditions of a permit;**
 - (d) Fails to complete a filing requirement;**
 - (e) Fails to allow or perform an entry, inspection, monitoring or reporting requirement;**
 - (f) Fails to pay user or cost recovery charges; or**
 - (g) Violates a final determination or order of the local hearing authority or the local administrative officer.**

- (2) Any administrative civil penalty must be assessed in the following manner:**
 - (a) The local administrative officer may issue an assessment against any person or industrial user responsible for the violation;**
 - (b) Any person or industrial user against whom an assessment has been issued may secure a review of the assessment by filing with the local administrative officer a written petition setting forth the grounds and reasons for the violator's objections and asking for a hearing in the matter involved before the local hearing authority and, if a petition for review of the assessment is not filed within thirty (30) days after the date the assessment is served, the violator is deemed to have consented to the assessment and it becomes final;**
 - (c) Whenever any assessment has become final because of a person's failure to appeal the assessment, the local administrative officer may apply to the appropriate court for a judgment and seek execution of the judgment, and the court, in such proceedings, shall treat a failure to appeal the assessment as a confession of judgment in the amount of the assessment;**

- (d) In assessing the civil penalty the local administrative officer may consider the following factors:
 - (i) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (ii) Damages to the pretreatment agency, including compensation for the damage or destruction of the facilities of the publicly owned treatment works, and also including any penalties, costs and attorneys' fees incurred by the pretreatment agency as the result of the illegal activity, as well as the expenses involved in enforcing this section and the costs involved in rectifying any damages;
 - (iii) Cause of the discharge or violation;
 - (iv) The severity of the discharge and its effect upon the facilities of the publicly owned treatment works and upon the quality and quantity of the receiving waters;
 - (v) Effectiveness of action taken by the violator to cease the violation;
 - (vi) The technical and economic reasonableness of reducing or eliminating the discharge; and
 - (vii) The economic benefit gained by the violator.
 - (e) The local administrative officer may institute proceedings for assessment in the chancery court of the county in which all or part of the pollution or violation occurred, in the name of the pretreatment agency.
- (3) The local hearing authority may establish by regulation a schedule of the amount of civil penalty which can be assessed by the local administrative officer for certain specific violations or categories of violations.
 - (4) Assessments may be added to the user's next scheduled sewer service charge and the local administrative officer shall have such other collection remedies as may be available for other service charges and fees.
 - (5) Any civil penalty assessed to a violator pursuant to this section may be in addition to any civil penalty assessed by the commissioner for violations of Tennessee Code Annotated, § 69-3-115(a)(1)(F). However, the sum of penalties imposed by this section and by Tennessee Code Annotated, § 69-

3-115(a) shall not exceed ten thousand dollars (\$10,000) per day for each day during which the act or omission continues or occurs.

13-259 Criminal Prosecution

Judicial proceedings and relief. Under the authority of Tennessee Code Annotated, § 69-3-127.

The local administrative officer may initiate proceedings in the chancery court of the county in which the activities occurred against any person or industrial user who is alleged to have violated or is about to violate the pretreatment program, this section, or orders of the local hearing authority or local administrative officer. In the action, the local administrative officer may seek, and the court may grant, injunctive relief and any other relief available in law or equity.

13-260 Remedies Nonexclusive

The remedies provided for in this ordinance are not exclusive. The DES may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the Town's enforcement response plan. However, the DES may take other action against any User when the circumstances warrant. Further, the DES is empowered to take more than one enforcement action against any noncompliant User.

13-261 Penalties for Late Reports

A penalty of \$100 per day shall be assessed to any User for each day that a report required by this ordinance, a permit or order issued hereunder is late, beginning five days after the date the report is due and higher penalties may also be assessed where reports are more than 30 days late. Actions taken by the DES to collect late reporting penalties shall not limit the DES's authority to initiate other enforcement actions that may include penalties for late reporting violations.

13-262 Performance Bonds

The DES may decline to issue or reissue an individual wastewater discharge permit or a general permit to any User who has failed to comply with any provision of this ordinance, a previous individual wastewater discharge permit, or a previous general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, unless such User first files a satisfactory bond, payable to the Town, in a sum not to exceed a value determined by the DES to be necessary to achieve consistent compliance.

13-263 Liability Insurance

The DES may decline to issue or reissue an individual wastewater discharge or a general permit to any User who has failed to comply with any provision of this ordinance, a previous individual wastewater discharge permit, or a previous

general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the WWF caused by its discharge.

13-264 Payment of Outstanding Fees and Penalties

The DES may decline to issue or reissue an individual wastewater discharge permit or a general permit to any User who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this ordinance, a previous individual wastewater discharge permit, or a previous general permit or order issued hereunder.

13-265 Water Supply Severance

Whenever a User has violated or continues to violate any provision of this ordinance, an individual wastewater discharge permit, a general permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, water service to the User may be severed. Service will recommence, at the User's expense, only after the User has satisfactorily demonstrated its ability to comply.

13-266 Public Nuisances

A violation of any provision of this ordinance, an individual wastewater discharge permit, a general permit, or order issued hereunder, or any other Pretreatment Standard or Requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the DES. Any person(s) creating a public nuisance shall be subject to the provisions of Jonesborough Municipal Code sections 8-301 thru 8-311 governing such nuisances, including reimbursing Town of Jonesborough for any costs incurred in removing, abating, or remedying said nuisance.

13-267 Upset

- (1) For the purposes of this Section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph (3), below, are met.

- (3) A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An upset occurred and the User can identify the cause(s) of the upset;
 - (b) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures;
 - (c) The User has submitted the following information to the DES within twenty-four (24) hours of becoming aware of the upset if this information is provided orally, a written submission must be provided within three (3) days:
 - (i) A description of the indirect discharge and cause of noncompliance;
 - (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (4) In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.
- (5) Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical Pretreatment Standards.
- (6) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

13-268 Prohibited Discharge Standards

A User shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 13-205(1) of this ordinance or the specific prohibitions in Sections 13-205(2)(c) through 13-205(2)(r) of this ordinance if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either:

- (1) A Local Limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or
- (2) No Local Limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the Town of Jonesborough was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable sludge use or disposal requirements.

13-269 Bypass

- (1) For the purposes of this Section,
 - (a) Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.
 - (b) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- (2) A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this Section.
- (3) Bypass Notifications
 - (a) If a User knows in advance of the need for a bypass, it shall submit prior notice to the DES, at least ten (10) days before the date of the bypass, if possible.
 - (b) A User shall submit oral notice to the DES of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The DES may waive the written report on a

case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) Bypass

- (a) Bypass is prohibited, and the DES may take an enforcement action against a User for a bypass, unless
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (iii) The User submitted notices as required under paragraph (3) of this section.
- (b) The DES may approve an anticipated bypass, after considering its adverse effects, if the DES determines that it will meet the three conditions listed in paragraph (4)(a) of this Section.

13-270 Wastewater Treatment Tap Fee Schedule

(1) Sewer tap fee inside corporate limits:

All persons connecting to sewers utilizing a 4" tap, shall pay a fee of two thousand nine hundred dollars (\$2,900.00) or utilizing a 6", tap shall pay a fee of three thousand one hundred dollars (\$3,100.00) for the privilege of each tap that is connected inside the Corporate Town Limits of Jonesborough plus a twenty five dollar (\$25.00) inspection fee, payable in advance with the following exceptions:

(4) Multi-family units inside the city limits shall pay the applicable:

Single dwelling rate of two thousand nine hundred dollars (\$2,900.00) if utilizing a 4" tap or three thousand one hundred dollars if utilizing a 6" tap for the first unit plus an additional one thousand dollars (\$1,000.00) for each additional unit. Each

building of an apartment complex will be considered as a new initial tap and be charged the applicable first unit rate based on tap size. There will be a twenty-five dollar (\$25.00) inspection fee per building.

(5) Sewer taps fees for households outside the city limits of the town:

Outside customers utilizing a 4" tap, shall pay a fee of four thousand two hundred dollars (\$4,200.00) or utilizing a 6" tap, shall pay a fee of four thousand four hundred dollars (\$4,400.00) for the privilege of each tap, payable in advance. There will be a twenty-five dollar (\$25.00) inspection fee per household. Multi-family units outside shall pay the applicable single dwelling rate of four thousand two hundred dollars (\$4,200.00) if utilizing a 4" tap or four thousand four hundred dollars (\$4,400.00) for the first unit plus an additional one-thousand six hundred fifty dollars (\$1,650.00) for each additional unit. Each building of an apartment complex will be considered as a new initial tap and be charged the applicable first unit rate based on tap size outside. There will also be a twenty-five-dollar (\$25.00) inspection fee per building.

(6) Sewer taps for industrial/commercial facilities inside the city limits:

Buildings such as factories, warehouses, shopping centers utilizing a 4" tap shall pay two thousand nine hundred dollars (\$2,900.00) or utilizing a 6" tap, shall pay a fee of three thousand one hundred dollars (\$3,100.00) for structures up to ten thousand (10,000) square feet plus one thousand five hundred dollars (\$1,500.00) for each additional ten thousand (10,000) square feet or portion thereof. Motels/hotels shall pay the same sewer tap fees as charged for multi-family units. Sewer taps for a car wash structure shall pay two thousand nine hundred (\$2,900.00) for the first bay and one thousand five hundred dollars (\$1,500.00) for each additional bay. The town reserves the right to surcharge industrial users for any treatment activity that is above the normal requirements for household treatment, or requires pre-treatment. A twenty-five dollar (\$25.00) inspection fee will be charged per building for sewer connections.

(7) Sewer taps for industrial/commercial facilities outside the city limits:

Buildings such as factories, warehouses, shopping centers outside utilizing a 4" tap shall pay four thousand two hundred dollars (\$4,200.00) or utilizing a 6" tap, shall pay a fee of four thousand four hundred dollars (\$4,400.00) for structures up to ten thousand (10,000) square feet plus two thousand six hundred fifty dollars (\$2,650.00) for each additional ten thousand (10,000) square feet or portion thereof. Motels/hotels outside shall pay the same sewer tap fees as charged outside multi-family units. Sewer taps for an outside car wash structure shall pay

four thousand two hundred dollars (\$4,200.00) for the first bay and two thousand six hundred fifty dollars (\$2,650.00) for each additional bay. The town reserves the right to surcharge industrial users for any treatment activity that is above the normal requirements for household treatment, or requires pre-treatment. A twenty-five-dollar (\$25.00) inspection fee will be charged per building for sewer connections.

(8) Sewer taps fees for households that require residential grinder pump stations inside the town limits.

The Town of Jonesborough has adopted a plan to eliminate septic tanks from being added to our system. Any residential household that is located below grade of the main sewer line that is available to their property will be required to the extent possible to use a residential grinder pump station. If the property is within the existing city limits with available sewer service or in a new subdivision within the city limits, the sewer tap fee for the grinder pump is three thousand seven hundred dollars (\$3,700.00). Sewer tap fees for residential grinder pump stations installed as a result of annexation of an area initiated by the Board of Mayor and Aldermen will be the same as the established sewer tap fee for the annexed area. This includes the wetwell, pump, controls and installation. This does not include electrical conduit, wiring, disconnect box, other electrical items needed to connect the station to the home, or the services of a licensed electrician. These must be provided by the homeowner.

(9) Sewer taps fees for households that require residential grinder pump stations outside the town limits.

The Town of Jonesborough has adopted a plan to eliminate septic tanks from being added to our system. Any residential household that is located below grade of the main sewer line that is available to their property will be required to the extent possible to use a residential grinder pump station. If the property is outside the existing city limits with available sewer service, the sewer tap fee for the grinder pump is five thousand dollars (\$5,000.00). Sewer tap fees for residential grinder pump stations installed as a result of annexation of an area initiated by the Board of Mayor and Aldermen will be the same as the established sewer tap fee for the annexed area. This includes the wetwell, pump, controls and installation. This does not include electrical conduit, wiring, disconnect box, other electrical items needed to connect the station to the home, or the services of a licensed electrician. These must be provided by the homeowner.

13-271 Pretreatment Charges and Fees

The Town of Jonesborough has adopted reasonable fees for reimbursement of costs of setting up and operating the Jonesborough Pretreatment Program, which may include:

- (1) Fees for wastewater discharge permit applications including the cost of processing such applications. There is an application fee of \$1,500 dollars, which must be paid within thirty (30) days of receiving an Industrial User Permit. The Town of Jonesborough charges an annual permitting fee of \$1,000 which covers that calendar year billed.
- (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports and certification statements submitted by Users; Costs for quarterly or semi-annually testing will be billed to the industry on an annual basis.
- (3) Fees for reviewing and responding to accidental discharge procedures and construction;
- (4) Fees for filing appeals;
- (5) Fees to recover administrative and legal costs (not included in Section 13-271(2)) associated with the enforcement activity taken by the DES to address IU noncompliance; and
- (6) Other fees as the Town of Jonesborough may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines, and penalties chargeable by the Town of Jonesborough.

13-272 Equipment Charge

- (1) In cases where a developer, contractor or a plumber requests the services of the Jonesborough sewer department specialty equipment such as remote sewer camera or sewer line jetter/cleaner, a rate of \$195.00 per hour with a one hour minimum charge will be used. This rate will be charged when a developer, contractor or a plumber requests a lateral locate or a lateral blockage that is not the responsibility of the Town of Jonesborough. This only applies to sewer specialty equipment.
- (2) When a septic tank is requested to be pumped and the tank is not the cause of a sewer problem, a charge of \$100.00 will be charged for the unnecessary service requested. All restaurants, cafeterias, hotels, motels, hospitals, schools, grocery stores, prisons, jails, churches, camps, caterers,

brewery, manufacturing plants that request a septic tank to be pumped, and it is determined that the problem is due to the customer failing to pump their grease trap, waste separator or for any other action by the customer that causes the septic tank to stop working properly or septic system failure, will be charged the \$100 pumping fee.

13-273 Severability

If any provision of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

13-274 Sewer Pre-Construction And Engineering Requirements

- (1) Any developer or contractor must have a licensed engineer design the new extension or development.
- (2) The Town of Jonesborough staff must review and approve the project plans before going to the state for final approval.
- (3) The Town of Jonesborough Board of Mayor and Alderman and Planning Board must approve all developments, subdivisions, and/or industries inside or outside the city limits that use the Jonesborough sewer system.
- (4) The Jonesborough Sewer Department will receive a paper set and electronic set of project plans after plans are approved by the State of Tennessee. (Electronic Set in Auto Cad).
- (5) If or when a construction project deviates from the designed plans, a set of As Built plans must be submitted to the DES in paper and electronic forms.
- (6) If there is an electric component to the project such as a lift station, the Johnson City Power Board must be notified in advance for service design. All connection and installation fees will be at the cost of the developer.
- (7) Whether inside or outside the town corporate limits, access easements to cleanouts must be recorded on deeds or plats.
- (8) All new subdivisions or developments shall install six (6) inch diameter stub out connections for lateral line connections. This includes subdivision extensions or developments with plans approved, but not yet constructed.

13-275 Sewer Operation And Construction Guidelines

- (1) Connection to public sewers. Requirements for proper wastewater disposal
 - (a) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the service area of the Town of Jonesborough, any human or animal excrement, garbage, or other objectionable waste.

- (b) It shall be unlawful to discharge to any waters of the state within the service area of the town any sewage or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this chapter.
- (c) Except as herein provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
- (d) Except as provided below in Section 13-275(1)(h), the owners of all existing houses, buildings, and other properties used for human occupancy, employment, recreation, or other purpose located within the town's corporate limits and situated within the town's public sanitary service area but not previously connected to the Town's sewer system, are hereby required at his or her expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Chapter, within one-hundred twenty (120) days after the date of official notice to do so, provided said public sewer is adjacent to the property line or designated sewer easement area.

Houses, buildings, or other properties or structures used for human occupancy, employment, recreation, or other purposes that are intended to be developed and constructed within the town corporate limits must install suitable toilet facilities therein that are connected directly to the proper public sewer collection system as part of the development of said structures.

- (e) The owner of a manufacturing facility may discharge wastewater to the waters of the state provided that he obtains an NPDES permit and meets all requirements of the Federal Clean Water Act, the NPDES permit, and any other applicable local, state, or federal statutes and regulations.
- (f) Where a public sanitary sewer is not available under the provisions above, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this chapter.
- (g) When properties are annexed into the city limits of the Town of Jonesborough, the Board of Mayor and Aldermen shall adopt a Plan of Services that projects a reasonable schedule for installation of sanitary sewer into an annexed area.
- (h) When sanitary sewer service is constructed by the Town after annexation and available to receive sewer flow, all houses, businesses, buildings and structures used for human occupancy must connect to the Town's sewer system within one-hundred twenty (120)

days after date of official notice to do so, and monthly billing will be initiated at one-hundred twenty (120) days with the following exceptions:

- (i) Any dwelling or other such existing building for human occupancy more than five hundred (500) feet from the Town's sewer system can be exempt provided that the septic system serving such dwelling or building has been inspected and determined to be in proper working condition and not a source of contamination, and
- (ii) The owner of an existing dwelling or building considered for exemption must sign a form requesting the exemption, acknowledging that any tap fee discount with the sewer extension project will not be extended, and upon documented septic tank failure the owner will be required to connect to the Town's sewer system at the charges current when the application is made.
- (iii) Any existing dwelling or building exempted above shall not be billed for sewer service, however, unless any discounted tap fee is paid by the official end of construction, any future tap fee payment made to connect said dwelling or building to the Town's sewer system will be at the full tap fee charge when the application for service is made.
- (iv) Any septic system failure at a dwelling or building exempted above that results in an unsanitary condition is a violation of the ordinance with every day of unsanitary condition being considered a separate violation. When such unsanitary conditions result in one or more citations, connection to the Town's sewer system will be mandatory and billing will begin immediately.

(2) Physical connection to sewer

- (a) No person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof. Homeowners, contractors, developers, etc. must contact the Director of Environmental Services to receive authorization to connect to the town's sewer system. When authorization is received for non-town personnel to make the connection to the sewer tap, the connection must be inspected by designated town personnel, before the lines are covered. Within the town corporate limits, extensions to the town's sewer system must be approved by the Planning Commission and be undertaken under the Town's Sewer Extension Policy. Sewer system extensions outside of the town's corporate limits must also be

undertaken under the Town's Sewer Extension Policy, and must be approved by the Board of Mayor and Aldermen.

- (b) Unless approved otherwise by the Jonesborough Board of Mayor and Aldermen, or through policy established by the Jonesborough Board of Mayor and Aldermen, all costs and expenses incident to the installation, connection, and inspection of the building or construction of a sewer line service or extension shall be borne by the owner, contractor or developer. The owner, contractor or developer shall indemnify and hold-harmless the town from any loss or damage that may directly or indirectly be occasioned by the installation of the sewer line(s).
- (c) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway; the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
- (d) Old building sewers may be used in connection with new buildings provided that the entire line meets current code requirements and passes inspection by the Town Building Inspector and/or appropriate representative from the Department of Environmental Services.
- (e) Sewer service connections to buildings shall conform to the following requirements:
 - (i) Conventional gravity sewer lateral lines shall be a minimum of four (4") inches.
 - (ii) Residential grinder pump lateral lines from the pump shall be a minimum of one and one-quarter (1¼") inches.
 - (iii) Residential septic tanks, when used, the lateral line to the main collector shall be a minimum of two (2") inches. Whenever possible, septic tank usage within the town's sanitary sewer system shall be terminated and the gravity service lateral constructed as a replacement shall be a minimum of four (4") inches.
 - (iv) Pipe will be PVC sewer pipe or equivalent.
 - (v) The recommended depth of sewer service laterals to customers is thirty (30") inches unless topography prohibits. However, the minimum depth of a sewer service lateral is eighteen (18") inches. Slope of alignment of sewers to buildings shall be neat and regular.

- (vi) The minimum slope for a four (4") inch service lateral is 1% slope from clean out to main line. Larger sewer service lines to buildings shall be designated by the project engineer.
- (vii) Sewer service laterals shall be constructed using ductile iron, class 50 or above, or by using PVC (poly vinyl chloride) SDR-35 pipe for gravity sewers, and SDR-21 (Schedule 40) pipe for pressure or gravity sewers. Joints shall be rubber or neoprene "O" ring compression joints, and no other joints shall be acceptable.
- (viii) Clean outs on the service lateral shall be located in the following locations:
 - a. Three (3) feet outside the building.
 - b. At the point the service lateral crosses the property or easement line.
- 3. At any change in direction in the sewer service lateral is more than forty-five (45°) degrees. Additional cleanouts shall be placed not more than one-hundred (100) feet apart in sewer laterals serving buildings when the sewer line is six (6") inches in diameter or more. Cleanouts shall be extended to or slightly above the finished grade level as closely as feasible to the location of the cleanout connection. A wye (4") and 1/8 bend shall be used for the cleanout base. Cleanouts shall not be smaller than four (4") inches.
- (ix) Owners, contractors and developers must receive authorization from the Town's Director of Environmental Services before making any direct connection of sewer service lateral from a building or dwelling to the public sewer system. Connections shall be made at the appropriate locations using fittings and materials and connection standards determined by the Director of Environmental Services. All authorized connections to the town's sewer system must be inspected by designated personnel from the town's Department of Environmental Services.
- (x) All dwelling or building locations in which the basement or ground floor level is lower than below the ground elevation at the point of connection to the town's sewer system, are required to install check valves or backflow prevention devices to protect against flooding and backflow into the dwelling. Such devices shall be installed at the expense of the owner, contractor or developer.

Except as may be determined in other sections of this Chapter, the cost of pumping sewer from a dwelling or building to the public sewer system will be the responsibility of the owner, contractor or developer.

Four (4) inch sewers – minimum 1% Slope from cleanout to main line.

Larger building sewers shall be laid on a grade that will produce a velocity, when flowing full of at least 2.0 feet per second.

New subdivisions or developments shall install six (6) inch diameter stub out connections for lateral connections.

- (xi) Slope and alignment of all building sewers shall be neat and regular.
- (xii) Connections of building sewers to the public sewer system shall be made only with the approval of the DES or his representative, and shall be made at the appropriate existing wyes or tee branch using compression type couplings or collar type rubber joint with stainless steel bands. Where existing wye or tee branches are not available, connections of building sewer laterals to the town's system shall be made by removing a length of pipe and replacing it with a wye or tee fitting using flexible neoprene adapters with stainless steel bands of a type approved by and under the supervision of the DES. All such connections shall be made gas tight and watertight.
- (xiii) The methods to be used in excavating, placing of pipe, jointing, testing, backfilling the trench, or other activities in the construction of a building sewer which have not been described above shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the town or to the procedures set forth in appropriate specifications of the ASTM and Water Pollution Control Federal Manual or International Codes. Any deviation from the prescribed procedures and materials must be approved by the Building Inspector and/or the DES before installation.
- (xix) An installed building sewer shall be gastight and watertight.
- (xv) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the town.

(xvi) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, basement drains, or other sources of surface runoff or groundwater to a building directly or indirectly to a public sanitary sewer.

(3) Inspection of connections

(a) The sewer connection and all building sewers from the building to the public sewer main line shall be inspected before the underground portion is covered, by the Building Inspector, the DES or his authorized representative.

(b) The applicant for discharge shall notify the wastewater director when the building sewer service line is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of and inspected by the DES or his representative.

(4) Maintenance of building sewers

Each individual property owner or user of the Jonesborough Sewer System shall be entirely responsible for the maintenance which will include repair or replacement of the building sewer from the building to the public sewer system.

(5) Availability of private domestic wastewater disposal

(a) Where a public sanitary sewer is not available the sewer shall be connected to a private wastewater disposal system complying with the provisions of this section.

(b) Any residence, office, recreational facility, or other establishment used for human occupancy where the building drain is below the elevation to obtain a grade that achieves 2 feet per second.

(c) Where a public sewer becomes available, the building sewer shall be connected to said sewer within one-hundred twenty (120) days after date of official notice from the town to do so.

(6) Requirements

(a) A private domestic wastewater disposal system may not be constructed within the service area unless and until a certificate is obtained from the board of mayor and aldermen stating that a public sewer is not accessible to the property and no such sewer is proposed for construction in the immediate future. No certificate shall be issued

for any private domestic wastewater disposal system employing subsurface soil absorption facilities where the area of the lot is less than that specified by the Tennessee Department of Environment and Conservation.

- (b) Before commencement of construction of a private sewage disposal system the owner shall first obtain written permission from the Town of Jonesborough and the Tennessee Department of Environment and Conservation. The owner shall supply any plans, specifications, and other information as are deemed necessary by the Town of Jonesborough and the Tennessee Department of Environment and Conservation.
 - (c) A private sewage disposal system shall not be placed in operation until the installation is completed to the satisfaction of the Town of Jonesborough and the Tennessee Department of Environment and Conservation. They shall be allowed to inspect the work at any stage of construction and the owner shall notify the Town of Jonesborough and the Tennessee Department of Environment and Conservation when the work is ready for final inspection, before any underground portions are covered. The inspection shall be made within a reasonable period of time after the receipt of notice by the Town of Jonesborough and the Tennessee Department of Environment and Conservation.
 - (d) The type, capacity, location, and layout of the private sewage disposal system shall comply with all recommendations of the Department of Environment and Conservation of the State of Tennessee, and the Town of Jonesborough.
 - (e) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the town. When the public sewer becomes available, the building sewer shall be connected to the public sewer within sixty (60) days of the date of availability and the private sewage disposal system should be cleaned of sludge and if no longer used as a part of the town's treatment system, filled with suitable material.
 - (f) No statement contained in this chapter shall be construed to interfere with any additional or future requirements that may be imposed by the Town of Jonesborough and the Tennessee Department of Environment and Conservation.
- (7) Holding tank waste disposal

- (a) No person, firm, association or corporation shall clean out, drain, or flush any septic tank that is designated a part of the town's sewer collection system without first contacting the Director of Environmental Services. Waste collected by private haulers from a septic tank within the town's sewer system may only be discharged into a town operated dump station by obtaining a permit from the DES.
- (b) Discharging by permit. No person, firm, association or corporation shall discharge into a town operated dump station without obtaining a permit from the DES.
- (c) Designated disposal locations. No person, firm, association or corporation shall discharge waste of any form into a manhole, clean out, pipe, or other such connection in the town's sewer collection system, with the exception of dump stations established under the authority of the Department of Environmental Services. Discharge into said official town dump stations must be by permit.
- (d) Any permit to discharge into the town's sewer system may be immediately revoked by the DES or his representative at his absolute discretion if there is any indication the permitted discharge may interfere with the efficient operation of the Wastewater Treatment Plant.

13-276 Grease Traps and Oil Separators

- (1) Fat, Oil, and Grease (FOG) and Waste Food and Oil. FOG, grease traps or oil and grease interceptors shall be installed when, in the opinion of the DES, they are necessary for the proper handling of liquid wastes containing fats, oils, and grease, any flammable wastes, ground food waste, sand, soil, and solids, or other harmful ingredients in excessive amount which impact the wastewater collection system. Such separators or traps shall not be required for single family residences, but may be required on multiple family residences. All traps or interceptors shall be of a type and capacity approved by the DES, and shall be located as to be readily and easily accessible for cleaning and inspection. Grease traps and oil and grease interceptors must be maintained properly by the owner, and must be cleaned and pumped regularly.
- (2) Required Users and Trap Size
 - (a) New construction and renovation. Upon construction or renovation, all restaurants, cafeterias, hotels, motels, hospitals, nursing homes, schools, grocery stores, prisons, jails, churches, camps, caterers, manufacturing plants and any other sewer users who discharge applicable waste shall submit a FOG and food waste control plan that

will effectively control the discharge of FOG and food waste so that it does not negatively impact the town's sewer system.

- (b) Existing structures. All existing restaurants, cafeterias, hotels, motels, hospitals, nursing homes, schools, grocery stores, prisons, jails, churches, camps, caterers, manufacturing plants and any other sewer users who discharge applicable waste shall be required to submit a plan for control of FOG and food waste. If or when the DES determines that FOG and food waste are causing excessive loading, plugging, damage or potential problems to structures or equipment in the public sewer system, the existing sewer user creating the problem will be required to install a grease trap or separator as it applies to the waste discharged. Any installation required shall be installed at the expense of the owner.
- (c) The minimum exterior grease trap size is 1000 gallons. Larger size traps may be required based on type of and amount of materials discharged. Food or oil separators located inside structures will be evaluated on a case by case basis.

(3) FOG or Food Waste Plan

- (a) The DES must approve the users plan before implementation and the plan must be implemented within a reasonable amount of time. Required plan components are spill control, pumping schedules, maintenance and housekeeping procedures and records.
- (b) The owner or operator must service and maintain the equipment in order to prevent impact upon the sewer collection system and treatment facility. If in the opinion of the DES the user continues to impact the collection system and treatment plan, additional pretreatment may be required, including a requirement to meet numeric limits and have surcharges applied.
- (c) Sand, soil, and oil separators. All car washes, truck washes, garages, service stations and other sources of sand, soil, and oil shall install effective sand, soil, and oil interceptors. These interceptors shall be sized to effectively remove sand, soil, and oil at the expected flow rates. The interceptors shall be cleaned on a regular basis to prevent impact upon the wastewater collection and treatment system. Owners whose interceptors are deemed to be ineffective by the DES may be asked to change the cleaning frequency or to increase the size of the separators or traps. Owners or operators of washing facilities will prevent the inflow of rainwater into the sanitary sewers.
- (d) Laundries. Commercial laundries shall be equipped with an interceptor with a wire basket or similar device, removable for cleaning, that prevents passage into the sewer system of solids 1/2 inch or larger

in size such as strings, rags, buttons, or other solids detrimental to the system.

- (e) Control equipment. The equipment of facilities installed to control FOG, food waste, sand and soil, must be designed in accordance with the Tennessee Department of Environment and Conservation engineering standards or applicable town guidelines. Underground equipment shall be tightly sealed to prevent inflow of rainwater and easily accessible to allow regular maintenance. Control equipment shall be maintained by the owner or operator of the facility so as to prevent a stoppage of the public sewer, and the accumulation of FOG in the lines, pump stations and treatment plant. If the city is required to clean out the public sewer lines as a result of a stoppage resulting from poorly maintained control equipment, the property owner shall be required to refund the labor, equipment, materials and overhead costs to the town. Nothing in this subsection shall be construed to prohibit or restrict any other remedy the city has under this chapter, or state or federal law. The city retains the right to inspect and approve installation of control equipment.

- (f) Solvents Prohibited. The use of degreasing or line cleaning products containing petroleum based solvents is prohibited by all FOG programs. The use of other products for the purpose of keeping FOG dissolved or suspended until it has traveled into the collection system of the town is prohibited unless approved by the Town of Jonesborough.

- (g) The DES may use industrial wastewater discharge permits to regulate the discharge of fat, oil, grease and food waste.

13-277 Effective Date

This ordinance shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.

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

Those voting against: _____

PASSED ON FIRST READING _____

KELLY WOLFE, MAYOR

ATTEST:

JANET JENNINGS, TOWN RECORDER

APPROVED AS TO FORM

JAMES R. WHEELER, TOWN ATTORNEY

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

PASSED ON SECOND READING _____

KELLY WOLFE, MAYOR

ATTEST:

JANET JENNINGS, RECORDER

APPROVED AS TO FORM

JAMES R. WHEELER, TOWN ATTORNEY

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

DATE: April 13, 2026

AGENDA ITEM #: 8-D

SUBJECT: Anderson Road Streetlights

BACKGROUND:

A complaint has been filed by a resident that lives in one of the developments off of Anderson Road. The complaint is the lack of streetlights in this section of roadway. The two developments are in the Town's corporate limits, and these developments have streetlights internally.

The problem is that Anderson Road is a county road. There is a very short section that is within the Town's corporate limits, but the majority is in the county. When you turn onto Anderson Road off West College Street, the properties and homes on the right (or the 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.

I met with an Engineer from Brightridge to request assistance in this matter. There are several wooden poles on the county side of the road. There are ample transformers on this line as well. The Engineer is recommending the placement of seven (7) cobra-head streetlights on these wooden poles.

The cost would be \$2,805.00 and would be added to the Town's monthly investment fee.

According to the Engineer, it would cost over \$50,000.00 to add decorative streetlights on the Ashley Meadows side of the street and the Town would have to pay this fee upfront.

This street is very dark as there currently are no streetlights on this stretch of roadway. Due to this being a county road however, it is beyond staff authority to order the streetlights without prior approval of the Board of Mayor and Alderman.

Although the streetlights will light up the roadway, it will provide adequate light for the Town's sidewalk.

RECOMMENDATION:

Approve seven (7) 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.

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

DATE: April 13, 2026 **AGENDA ITEM #:** 8-E

SUBJECT: Changes to Senior Center Membership Dues Regarding Membership Categories

BACKGROUND:

The Senior Center Advisory Board voted unanimously to recommend to the BMA to increase annual membership dues at the Center which has not been increased since 2022. The increases include the following membership categories:

Inside Jonesborough:	\$20.00 Unchanged
Washington County:	\$30.00 to \$35.00 yearly
Outside of Wash. County:	\$40.00 to \$45.00 yearly

When you think about all that our accredited Senior Center has to offer our aging population, which is based on 50 years and older, an additional \$5.00 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.

RECOMMENDATION:

Approve the changes of the membership categories at the Jonesborough Senior Center as presented.



Memo:

To: Board of Mayor and Aldermen and Glenn Rosenoff

From: Mary Regen

Re: Membership dues

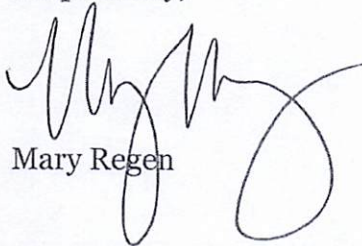
Date: April 1, 2026

The Senior Center Advisory Board met in February and discussed and unanimously approved an increase in annual membership fees. The proposed adjustment raises fees for Washington County residents from \$30 to \$35 and for out-of-county members from \$40 to \$45. The Advisory Board discussed and recommended unanimously the membership fees for Jonesborough residents will remain unchanged at \$20 annually.

Membership fees are periodically increased to help support the Senior Center's programming, services, and activities. Current revenue from membership dues and insurance totals approximately \$70,500. The proposed fee increase is projected to generate an additional \$5,000 in annual revenue.

Attached are the Advisory Board meeting minutes, which include the formal request for the Board of Mayor and Aldermen to approve the proposed membership fee increase. If approved, the new rates will take effect during the 2025–2026 membership drive.

Respectfully,



Mary Regen

JONESBOROUGH AREA SENIOR CITIZENS ADVISORY COMMITTEE

Minutes for February 26, 2026

Members Present: Joe Allison
Lorena Craddock
Pauline Douglas
Phyllis Fabozzi
Charlene Macintyre
Carlos Turriate
Pat Wolfe
Mike Willis
Hing Wong

Members Absent: Tom Pardue

Senior Center Staff Present: Mary Regen

Next Meeting: March 26, 2026 at 4:00 p.m.

1. **Call to Order:**
Meeting was called to order by Phyllis Fabozzi. Pat Wolfe led the Committee in the Pledge of Allegiance and Phyllis Fabozzi led the Committee in Prayer.
2. **Approval of Minutes**
Minutes from the January 22, 2026 meeting were reviewed. A motion to approve was made by Lorena Craddock. Seconded by Pauline Douglas. Approved by unanimous Committee vote.
3. **Financial Accounts Review**
Mary Regen provided handouts detailing January statement balances. Special projects balance through January was \$20,183.71. Up-to-date balance is \$19,758.49, of which \$13,513.36 is allocated. First Horizon credit card statement was presented. MyRide account balance is \$5,482.97. Benevolence balance is \$4,929.78. Cafe Connection balance is \$2,374.68. Trip Fund is \$725.93.

Mary also presented the new format for Meeting Notices and Agendas for future Committee meetings. The notice needs to be posted 48 hours in advance of meetings.

Membership count is 2,285. A motion to approve the January financial accounts was made by Pat Wolfe. Seconded by Hing Wong. Approved by unanimous Committee vote.
4. **Old/Unfinished Business**
There was no old, unfinished business to be reviewed.
5. **New Business – Staff Changes**
Mary advised Carol Clatterbuck has resigned effective February 27, 2026. 42 applications were received for the receptionist position. A conditional hire offer has been made to a candidate and should start on March 9, 2026 pending all town required screenings.
6. **New Business – Membership Dues**
Discussion was held on either increasing dues for the July 1, 2026 to June 30, 2027 fiscal year or keeping at current rate. Mary provided feedback on what funding is received from Town of Jonesborough and Washington County. A motion was made to keep Jonesborough city residents fee at \$20.00, increase Washington County residents fee to \$35.00, and increase all other areas outside Washington County to \$45.00. The motion to approve was made by Mike Willis. Seconded by Lorena Craddock. Approved by unanimous Committee vote.
7. **New Business – Health Fair**
Mary advised the Health Fair will be held April 22, 2026 from 9:00 a.m. to noon. Vendor table rentals were increased from \$150 to \$200. Promotion of the Health Fair will include a banner across Boone Street, posting on marquis sign in front of Visitor Center, table tents and appearance on WJHL.
8. **New Business – Volunteer Appreciation**
Mary advised the volunteer appreciation lunch would be held on May 15, 2026. Costume theme this year will be Super Hero.

9. New Business – Upcoming Events, Trips and Programs

Mary advised on upcoming events/trips/programs including Knoxville Ice Bears, Barter Theater, Veterans Health Fair, Veterans Welcome Home. Hikes will be starting in April. Mary gave update on meeting held to answer questions about the upcoming Mackinac, New England Cruise, Charleston trips. Availability is being opened up to other centers and non-members in order to meet the number of people required for each trip.

Motion to adjourn made by Pat Wolfe. Seconded by Joe Allison. Approved by unanimous Committee vote.

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

DATE: April 13, 2026

AGENDA ITEM #: 8-F

SUBJECT: Emergency Alert System

BACKGROUND:

The Town currently does not 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 other times when a smaller system would be helpful.

As an 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.

This could also be useful in our larger parks, such as Persimmon Ridge Park/Wetlands and Tiger Park.

Matt Rice, Chief of Police, has been working on finding 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.

Chief Rice has been working with Federal Signal on a plan that could fit both these needs. Federal Signal has submitted a proposal and Chief Rice and I participated in a conference call with a representative from Federal Signal. He was able to answer all of our questions in a satisfactory manner.

The pricing for the system is in three parts. The first part is the base unit that would be installed in dispatch. This part of the system is \$22,230.00 and includes the hardware and software to operate up to ten (10) separate sites. There is an additional fee of \$1,240.00 that allows for digital voice recording and text messages.

The second part of the system is the siren and equipment for the main site. I am attaching a coverage map that details the area this siren will cover. The site map used the Senior Center as the location. Chief Rice and I feel the old water tower at Maple Lawn cemetery may be a better site. Currently there is power and a backup generator already at that site for a VHF radio system Public Safety no longer uses. We will request a new coverage map from that location.

According to the Federal Signal representative, the rotating electro-mechanical siren gives better coverage than the electronic siren. The cost for this system is \$39,512.00 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. We can send text messages to all of the units, or we can isolate one particular unit. One of the outstanding features of this system is that if you are an authorized user and have cell service, you can text a message to this system from anywhere in the world.

These smaller systems are a little under \$5,000.00. 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 \$77,982.00. 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 over the years. Although important, we can do for a little longer. If this was re-directed to the Emergency Alert System, it would leave a balance of \$42,982.00.

Chief Rice and I feel so strongly about this system that we could fund the remaining balance from Litigation Tax funds. The two smaller systems could possibly come from Parks and Recreation, which would be approximately \$10,000.00.

Chief Rice has spoken with Evan Clyburn, EMA Director for Washington County. According to Director Clyburn, there would be some grant money available for this project that he would provide to Jonesborough as reimbursement. We have not been given a figure or a date as to when these funds would be available.

We would request that when those funds are reimbursed the balance paid from the Litigation Tax is restored first.

Funding Source: Approve the change in FY26 approved capital equipment purchase in the amount of \$35,000 from traffic bollards to emergency alert system equipment; \$32,982.00 from Litigation Tax Fund; and \$10,000.00 from Parks and Recreation (all purchases will be submitted to EMA for projected reimbursement).

RECOMMENDATION:

Approve the Emergency Alert System and funding, as presented.

Quote Number Q1-FWS031326JON
 Contact Name Matt Rice
 Account Name Jonesborough
 Bill To 123 Boone Street
 Jonesborough, TN 37659

Email matt@jonesboroughtn.org
 Phone (423) 753-1053

Date 3/13/2026
 Quote Expires 6/13/2026

Product	Description	Quantity	Unit Price	Total Price
COMMANDER1-S10	CommanderOne: Cloud Based Access from any computer or mobile device. (5) seats, (1) organization, supports up to 10 RTUs; compatible Federal Commander software (SFCD10) required (sold separately); subscription based service charged annually.	1.00	\$3,150.00	\$3,150.00
SFCD10	Federal Commander digital software, up to 10 sites; includes first year warranty. Annual license/warranty/support available. Note: Minimum computer specifications can be found at www.fedsig.com; including 16 GB RAM.	1.00	\$3,210.00	\$3,210.00
X-PCD1	Desktop personal computer with Monitor	1.00	\$4,569.00	\$4,569.00
SS2000+	Series C, encoder controller, desktop model (rack mount version also available).	1.00	\$4,829.00	\$4,829.00
FSMODEM-CELLBASE	FS Modem Cell base, tri-carrier	1.00	\$1,607.00	\$1,607.00
CELL-ANT-HP-35	Cell antenna kit, HP, 35' LMR400 cable, High Profile, 9dB Gain	1.00	\$680.00	\$680.00
AMB-W	Antenna wall mounting bracket	1.00	\$219.00	\$219.00
CP-FS1	FSIoT Cellular per device fee, yearly (per year, per device)	1.00	\$108.00	\$108.00
CP-FSSETUP	FSIoT Account Setup Fee, New Customers	1.00	\$1,072.00	\$1,072.00
TK-IO-CUSTINS	Custom services (see notes for additional information).	1.00	\$2,250.00	\$2,250.00
FREIGHT-Z1	Shipping/Freight, Zone1, IN-OH-KY-TN-MI	1.00	\$536.00	\$536.00

Grand Total \$22,230.00

NOTES:

- 1) TK-IO-CUSTINS includes:
 *Installation of base station radio, antenna, and cellular modem.
 *System Optimization.

Accepted By

Agreement
 Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Account Name Jonesborough
 Quote Number: Q1-FWS031326JON

Accepted By: _____ Date: _____

Title: _____

Proposed By

Manufacturer's Representative Craig Taylor

Address Capitol Electronics

Phone (770) 757-5315

Email ctaylor@capitolelectronics.com



Assumptions and Notes

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:

sales@capitolelectronics.com

1. Purchase order must be made out to: **Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484**; Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.
2. Prices are firm for 30-days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$535.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.
3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is

Account Name Jonesborough

Quote Number: Q1-FWS031326JON

supplied, if applicable.

4. Delivery, Terms and Services:

- a. Delivery: 6-8 weeks, plus installation
- b. Freight Terms: FOB ORIGIN, University Park, IL (Factory); If terms are changed to FOB DESTINATION freight will be PREPAID/ADDED and a 5% administrative fee added to total costs of order.
- c. Terms: Equipment: Net 30 Days upon shipment
- d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - Effective 1-18-2021

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

Cancellation Schedule – Material:

- 10% - if cancelled more than 2 weeks from the Effective Date;
- 20% - if cancelled more than 4 weeks from the Effective Date;
- 40% - if cancelled more than 6 weeks from the Effective Date;
- 80% - if cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged. If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time

of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately, and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has

received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY. NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. Goods. Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.

B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services.

Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
- B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods

intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted. Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections, or modifications required for the power connection are not included in the installation quote.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow

applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. NOTICES. All notices and claims in connection with the Contract must be in writing.

21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or

DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

Quote Number Q6-FWS031326JON
 Contact Name Matt Rice
 Account Name Jonesborough
 Bill To 123 Boone Street
 Jonesborough, TN 37659
 Date 3/13/2026
 Quote Expires 6/13/2026

Email matt@jonesboroughtn.org
 Phone (423) 753-1053

Product	Description	Quantity	Unit Price	Total Price
DVR-TTS	Digital Voice Recording, Text-to-Speech, 20 Messages	1.00	\$852.00	\$852.00
MIC-XLR	Gooseneck microphone and desk base (for SS2000+)	1.00	\$334.00	\$334.00
FREIGHT-Z1	Shipping/Freight, Zone1, IN-OH-KY-TN-MI	1.00	\$54.00	\$54.00
Grand Total				\$1,240.00

Accepted By

Agreement
 Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Accepted By: _____ Date: _____

Title: _____

Proposed By

Manufacturer's Representative Craig Taylor
 Address Capitol Electronics
 Phone (770) 757-5315
 Email ctaylor@capitolelectronics.com



Assumptions and Notes

Account Name Jonesborough
 Quote Number: Q6-FWS031326JON

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:

sales@capitolelectronics.com

1. Purchase order must be made out to: **Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484**; Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.
2. Prices are firm for 30-days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$535.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.
3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.
4. Delivery, Terms and Services:
 - a. Delivery: 6-8 weeks, plus installation
 - b. Freight Terms: FOB ORIGIN, University Park, IL (Factory); If terms are changed to FOB DESTINATION freight will be PREPAID/ADDED and a 5% administrative fee added to total costs of order.
 - c. Terms: Equipment: Net 30 Days upon shipment
 - d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - Effective 1-18-2021

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or

improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

Cancellation Schedule – Material:

- 10% - if cancelled more than 2 weeks from the Effective Date;
- 20% - if cancelled more than 4 weeks from the Effective Date;
- 40% - if cancelled more than 6 weeks from the Effective Date;
- 80% - if cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged. If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice.

Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately, and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against

the carrier.

6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise.

Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY. NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. Goods. Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.

B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but

Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.

B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted. Buyer is responsible

for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections, or modifications required for the power connection are not included in the installation quote.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its

debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. NOTICES. All notices and claims in connection with the Contract must be in writing.

21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

Quote Number Q2 FWS031326JON

Email matt@jonesboroughtn.org

Contact Name Matt Rice

Phone (423) 753-1053

Account Name Jonesborough

Bill To 123 Boone Street
Jonesborough, TN 37659

Date 3/13/2026

Quote Expires 6/13/2026

Product	Description	Quantity	Unit Price	Total Price
2001-130	Rotating Electro-mechanical Siren, 130dB(C) +/- 1 dB	1.00	\$11,191.00	\$11,191.00
2001TRB	Transformer rectifier; 240 VAC (Nominal) to 48 VDC / 120 VAC Power Converter.	1.00	\$3,775.00	\$3,775.00
DCFCTBD	DC Siren Control, No Radio; includes standard sensor package (current, rotator, and intrusion); 120 VAC, NEMA4X aluminum, DC 48V battery charger, two 48 VDC contactors and NEMA3R aluminum battery cabinet. (Requires (4) deep cycle marine batteries, sold separately)	1.00	\$7,908.00	\$7,908.00
Q-DC-FSIOT	FCT Kit with FSIoT	1.00	\$1,400.00	\$1,400.00
CP-FS1	FSIoT Cellular per device fee, yearly (per year, per device)	1.00	\$108.00	\$108.00
CELL-ANT-LP	Cell antenna kit, Low Profile, 2.5-3.5dB Gain	1.00	\$120.00	\$120.00
AMB-P	Antenna pole mounting bracket	1.00	\$166.00	\$166.00
TK-IO-CUSTINS-ACDC	Turnkey Installation Includes: *New 50' class 2, wood pole *Framing of pole (siren head, transformer rectifier, control and battery box) *All conduits, disconnect and meter base (if required by customer) *Install antenna with proper grounding *Supply and install FVP batteries *All necessary materials and labor as outlined in Product manual Note: Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections or modifications required for the power connection are not included in the installation quote.	1.00	\$12,275.00	\$12,275.00
TK-IO-CUSTINS-STARTUP/SITE OPT	Siren startup and site optimization after power is connected.	1.00	\$813.00	\$813.00
TK-SD-SYSDESIGN	Freight / Shipping & Handling / Pre-Construction Surveying / Project Management	1.00	\$1,756.00	\$1,756.00

Grand Total \$39,512.00

Accepted By

Account Name Jonesborough

Quote Number: Q2 FWS031326JON

Agreement

Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Accepted By: _____ Date: _____

Title: _____

Proposed By

Manufacturer's Representative Craig Taylor

Address Capitol Electronics

Phone (770) 757-5315

Email ctaylor@capitolelectronics.com



Assumptions and Notes

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:

sales@capitolelectronics.com

1. Purchase order must be made out to: **Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484**; Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.

2. Prices are firm for 30-days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$535.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Account Name Jonesborough

Quote Number: Q2 FWS031326JON

3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.

4. Delivery, Terms and Services:

a. Delivery: 6-8 weeks, plus installation

b. Freight Terms: FOB ORIGIN, University Park, IL (Factory); If terms are changed to FOB DESTINATION freight will be PREPAID/ADDED and a 5% administrative fee added to total costs of order.

c. Terms: Equipment: Net 30 Days upon shipment

d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - Effective 1-18-2021

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

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20% - if cancelled more than 4 weeks from the Effective Date;

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80% - if cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged. If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

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acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately, and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant

or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY. NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. Goods. Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.

B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill,

care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.

B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted. Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections, or modifications required for the power connection are not included in the installation quote.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally

every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. NOTICES. All notices and claims in connection with the Contract must be in writing.

21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be



FEDERAL SIGNAL
Safety and Security Systems

Protecting people and our planet

governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.



FEMA recommended guideline is 70 dB.

Estimated siren coverage.

**Model 2001-130 Siren on Standard Pole Mount
Quantity ()**

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

DATE: April 13, 2026

AGENDA ITEM #: 8-G

SUBJECT: Health Insurance Renewal

BACKGROUND:

The Town of Jonesborough has completed its annual health insurance renewal review, and we are pleased to share positive news with the BMA.

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 will see a modest 4% premium increase, which equates to less than \$50 per year total for this coverage. Employees do pay 100% of this coverage, and the increase is a few pennies per month. This 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 of Jonesborough 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.

RECOMMENDATION:

Move for approval of the FY 26-27 insurance renewal as presented.



Non-EHB Medical Renewal Benefit Summary

Group: The Town of Jonesborough Tennessee

Group ID: 145465

Plan Information

Plan Name: PPO (\$4000 Embedded/\$7000 Embedded/50%)
(HRA Compatible)

Network: Blue Network S

Benefit Effective Date: 6/1/2025

Effective Date: 7/1/2025

Benefit Plan Features

Cost In-Network

Cost Out-of-Network¹

Annual Deductible

Individual / Family

\$4,000 / \$8,000

\$8,000 / \$16,000

Annual Out-of-Pocket Maximum (includes copays, coinsurance and deductibles)

Individual / Family

\$7,000 / \$14,000

\$21,000 / \$42,000

Covered Services

Preventive Care Services¹³

Covered at 100%

50% after Deductible

Practitioner Office Services²

Primary Care Office Visits

\$30 Copay

50% after Deductible

Specialist Office Visits

\$50 Copay

50% after Deductible

Office Surgery^{4, 5, 6}

50% after Deductible

50% after Deductible

Routine Diagnostic Lab, X-Ray & Injections

50% after Deductible

50% after Deductible

Advanced Radiological Imaging^{3, 5, 7}

50% after Deductible

50% after Deductible

Teladoc Health® Virtual Care

\$10 Copay

Not Covered

Services Rendered at a Facility (includes professional and facility charges)

Inpatient Services^{3, 5}

50% after Deductible

50% after Deductible

Outpatient Surgery^{4, 5, 6}

50% after Deductible

50% after Deductible

Routine Diagnostic Services – Outpatient

50% after Deductible

50% after Deductible

Advanced Radiological Imaging – Outpatient^{3, 5, 7}

50% after Deductible

50% after Deductible

Other Outpatient Services⁸

50% after Deductible

50% after Deductible

Urgent Care Center Services

\$50 Copay

50% after Deductible

Emergency Care Services¹⁰

50% after Deductible

50% after Deductible

Emergency Care Advanced Radiological Imaging⁷

50% after Deductible

50% after Deductible

Skilled Nursing & Rehabilitation Facility Services^{3, 5}

Limited to 60 days combined per annual benefit period

50% after Deductible

50% after Deductible

Medical Equipment^{4, 5}

Durable Medical Equipment

50% after Deductible

50% after Deductible

Prosthetics & Orthotics

50% after Deductible

50% after Deductible

Hearing Aids (under age 18)²⁰

50% after Deductible

50% after Deductible

Behavioral Health Services (Unlimited days per annual benefit period)

Inpatient^{3, 5}

50% after Deductible

50% after Deductible

Outpatient¹⁴

\$30 Copay

50% after Deductible

Therapeutic Services^{4, 5, 9}

Rehabilitative

50% after Deductible

50% after Deductible

Home Health Services^{4, 5, 9}

Home Health Care Services

50% after Deductible

50% after Deductible

Essential Health Benefits: No Minimum Essential Coverage: Yes

Minimum Value: Yes

Status: Quoted, Pending / 00326686

Hospice Services^{5, 21}

Hospice Services	Covered at 100%	50% after Deductible
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Ambulance Services⁴

Ambulance Services	50% after Deductible	50% after Deductible
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Prescription Drugs^{4, 11, 12, 16, 19}

Prescription Contraceptives ¹⁶	Covered at 100%	50% after Deductible
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Retail Network, Plus90, or Home Delivery Network¹⁵

Preferred Generic	\$10 Copay	50% after Deductible
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Non-Preferred Generic	\$10 Copay	50% after Deductible
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Preferred Brand	\$75 Copay	50% after Deductible
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Non-Preferred Brand	\$150 Copay	50% after Deductible
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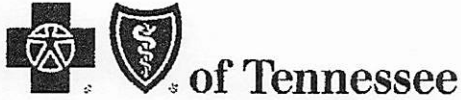
Self-Administered Specialty Drugs^{17, 22}**Preferred Specialty Pharmacy Network**

Preferred Specialty	\$300 Copay	Not Covered
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Non-Preferred Specialty	\$300 Copay	Not Covered
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Provider-Administered Specialty Drugs^{4, 17}

Preferred Specialty Pharmacy Network	\$300 Copay	Not Covered
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Non-EHB DentalBlue Renewal
Benefit Summary
Effective Jul 1, 2025

Group: The Town of Jonesborough Tennessee

Group ID: 145465 - 1

Plan Information

Plan Name: Non-Voluntary Dental Traditional (100/80/50) with Preferred with Ortho
Deductible (Applies to Coverage B & C): \$50 Per Covered Person (3 Per Family)

Benefit Maximums

Applies to Coverage A, B, and C	\$2,000 per Benefit Period
Coverage D	\$1,000 per Lifetime

Dental Care Services

Covered Services

Benefit Percentages

Coverage A

Exams, X-Rays	Copay - None
Cleanings, Fluoride	Network - Covered at 100%
Sealants, Space Maintainers	Non-Network - Covered at 100%*

Coverage B

Basic Endodontics	Network - Covered at 80%
Basic Periodontics	Non-Network - Covered at 80%
Basic & Major Oral Surgery	
Basic Restorative Services	

Coverage C- No Waiting Period Applies

Major Endodontics

Major Periodontics	Network - Covered at 50%
Major Restorative Services	Non-Network - Covered at 50%
Prosthodontics & Implants	

Coverage D- No Waiting Period Applies

Covered to Age 19	Yes
Coinsurance	50%
Lifetime Maximum	\$1,000 per Lifetime

Additional Information

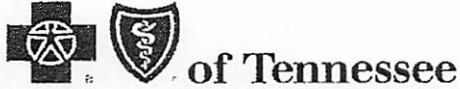
Out of Network Reimbursement

Preferred (Reduced Fee Schedule)

Blue365

Discounts on routine vision care, Lasik surgery, weight loss and fitness centers, complimentary/alternative medicine and more

- This document serves as a summary of the benefits that are detailed in the Evidence of Coverage. These benefits are subject to the Covered Services and Limitations on Covered Services, Exclusions From Coverage, and Schedule of Benefits sections of the Evidence of Coverage.
- When applicable, benefits will be paid based on the Benefit Percentages listed above. Members will be responsible for co-insurance (when benefit percentages are less than 100%), deductible(s), and all other charges when benefit maximums have been met.
- Members may see any dentist. We have contracted dentists on our network that have agreed to limit their charges to our fee schedule. *Because we have no contract with non-network dentists, members may be responsible for any billed charges that exceed our Maximum Allowable Charge.
- Implants have been added effective 1/1/08. Anesthesia in conjunction with an implant service is also now covered.



Non-EHB VisionBlue Renewal Benefit Summary

Effective Jul 1, 2025

Group: The Town of Jonesborough Tennessee

Group ID: 145465 - 1

Plan Information

Plan Name: Voluntary Plans Vision Access w/Exam Plus Materials (\$10/\$25/\$120)

Vision Care Services

Covered Services	In-Network	Out-of-Network Allowance
Exam		
Comprehensive Eye Examination	\$10 Copay	Up to \$35
Retinal Imaging	Up to \$39	N/A
Contact Lens Fit and Follow-Up		
Standard	\$55 Copay	Not Covered
Premium	10% off retail	Not Covered
Standard Plastic Lenses		
Single Vision	\$25 Copay	Up to \$30
Bifocal	\$25 Copay	Up to \$45
Trifocal	\$25 Copay	Up to \$60
Standard Progressive Lens (add on to Bifocal)	Additional \$65 Copay	Up to \$45
Premium Progressive Lens (add on to Bifocal)	Additional \$65 Copay, 20% off retail less \$120 allowance	Up to \$45
Frames		
Any available frame at provider location	\$0 Copay, \$120 allowance, 20% off balance over allowance	Up to \$60
Contact Lenses (Contact lens allowance includes materials only)		
Conventional	\$0 Copay, \$120 allowance, 15% off balance over allowance	Up to \$96
Disposable	\$0 Copay, \$120 allowance	Up to \$96
Medically Necessary	Paid in full	Up to \$200
Lens Options		
Standard Polycarbonate	\$40 Copay	Not Covered
Standard Polycarbonate (For covered dependent children under 19 years of age)	\$0 Copay	Up to \$5
UV Treatment	\$15 Copay	Not Covered
Tint	\$15 Copay	Not Covered
Standard Plastic Scratch Coating	\$15 Copay	Not Covered
Standard Anti-Reflective Coating	\$45 Copay	Not Covered
Polarized Lenses and Other Lens Options	20% off retail price	Not Covered