

BOARD OF MAYOR AND ALDERMEN

REGULAR MEETING MINUTES

Jonesborough Town Hall – Board Room
123 Boone Street, Jonesborough, TN
September 14, 2026 – 6:00 PM

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, September 14, 2026, at 6:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Kelly Wolfe called the meeting to order and led the group in an opening Prayer. Tom Pardue led the pledge to the flag.

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

The first item on the agenda was approval of the Financial Report, and Special Financial Reports. Town Recorder Janet Jennings reported that we are closing out the fiscal year. With property tax bills being sent out early we have already collected more than \$103,000. Ms. Jennings reported that sales tax collection is up. She also reported that a health insurance increase was budgeted and with no increase being assessed this year those funds will be used to fund the HRA account. Ms. Jennings stated that the June sales tax reports were received and for the year we were at 7.15% growth verses our budgeted amount of 4.38%. With no other questions Alderman Countermine made a motion to accept the financial reports as presented. Alderman Causey seconded the motion. The motion was duly passed.

Communications from the Mayor was the next item on the agenda. Mayor Wolfe read a letter from Jonesborough water customer John Cary thanking the Water Department for the service he received when he reported a higher-than-normal water bill. Mayor Wolfe shared a brief slideshow of recent and ongoing town projects including the Frontier Trail, Water Treatment Plant, and the Visitors Center bathroom remodel.

Mayor Wolfe asked the September Employee of the Month Cobern Rasnick to join him at the podium. Mayor Wolfe read the following statement: *Cobern has been a dedicated member of the Town of Jonesborough team since 2015, and throughout his years of service he has consistently demonstrated an unwavering commitment to excellence, professionalism, and public service. As the leader of our Wastewater Treatment Plant, Cobern's responsibilities extend far beyond the day-to-day operation of the facility. He provides guidance to multiple wastewater crews, oversees critical infrastructure projects, assists with technology and utility operation, and serves as an invaluable resource throughout our utility departments. His willingness to share his knowledge and expertise makes him someone that employees across the organization rely on and respect. He is truly the definition of a leader. Cobern is highly revered by both his coworkers and the public. Time and again, citizens and colleagues' comment on his professionalism, extensive knowledge, and the positive manner in which he represents the Town of Jonesborough. No matter how busy he may be, he is always willing to take the time to answer questions, solve problems, and help others succeed.*

One outstanding example of his commitment to public service occurred during the Jonesborough Community Chest's Jonesborough 101 Program. On a Saturday, Cobern provided participants with a tour of the wastewater treatment plant. He patiently answered questions, shared his expertise, and helped residents gain a better understanding of the important work being done behind the scenes to protect public health and the environment. Participants spoke highly of the experience and praised both his knowledge and his dedication to operating a safe, effective, and efficient wastewater system. The qualities that define our Employee of the Month program are producing service above and beyond the norm, promoting harmony among coworkers, maintaining exemplary work standards, providing outstanding customer service, demonstrating a cooperative attitude, and serving the community. Cobern exemplifies each of these qualities every day through his leadership, his commitment to excellence, and his willingness to help others.

Cobern's commitment to the Town of Jonesborough reflects the highest ideals of public service, professionalism, and dedication to our community. His contributions have made a lasting impact on both our organization and the citizens we serve. Please join me in congratulating Cobern Rasnick, the Town of Jonesborough's September Employee of the

Month. Thank you, Cobern, for your outstanding service and for the many ways you make our town a better place every day. Mr. Rasnick thanked the BMA, Administration and his team for their efforts and support.

Citizen comments was the next item on the agenda. Brian Ponder residing at 214 E Main Street, addressed the BMA about Flock Cameras. He noted the BMA had discussed and approved moving forward with a contract to install three flock cameras nearly 13 months ago. Mr. Ponder stated that he feels the BMA needs to reconsider using flock cameras to ensure there are proper safeguards in place before proceeding with the contract. Since the BMA's approval more information is available about potential risks, the use of Artificial Intelligence (AI), and potential violations of individuals' civil liberties and rights. Mr. Ponder distributed articles about flock cameras highlighting that with AI technology they can't control where the data is distributed and how it is protected. Mayor Wolfe explained that last year the BMA approved moving forward with a contract for a flock program for Jonesborough. This contract has not been signed or implemented. He went on to say that watching the news and seeing where AI and surveillance is going is concerning. Mayor Wolfe stated that a year ago when the BMA approved moving forward with a flock program there wasn't as much information available, no one could predict the level of concern surveillance and flock cameras have created. Today the knowledge and experiences we have as a society and a country versus a year ago are vastly different. Mayor Wolfe suggested that the BMA err on the side of caution and err in a way in which we aren't doing irreparable harm to our citizens. Alderman Jenkins agrees that surveillance and AI features in flock programs allows bad actors to watch citizens patterns and have too much information. If that information gets in the wrong hands can be scary. Alderman Jenkins agrees that it would be a good idea to reconsider utilizing flock programs at this time. Alderman Dickson stated that everyone values and strives for a safe community and we have outstanding Public Safety officers in our town and we value them very much. Alderman Dickson noted that he believes it would behoove us to be safe as opposed to being sorry and that we need to provide the tools the officers need to do their job efficiently, but in this case we need to be on the side of caution. Mayor Wolfe commented that actors outside of our control could potentially gain access to the cameras/system and use it for bad. Alderman Countermine added that AI is hard to control at this time and there is a high potential for bad actors to use it for bad. Alderman Causey requested Chief Rice step to the podium and give his thoughts on the subject. Chief Rice stated that flock programs have been used in the past and have been able to find missing people by using cameras that have been placed throughout the state. Chief Rice stated that he hears the concerns shared by the public and BMA and will support whatever decision is made. Operations Manager Craig Ford stated that he foresees municipalities throughout the state adopting rules for flock cameras and would be in favor of the BMA proceeding with rescinding the flock cameras at this time. Alderman Jenkins made a motion to add the reconsideration of the flock camera contract to the agenda. Alderman Dickson seconded the motion. The motion duly passed.

Mayor Wolfe explained that the BMA has a few options, the motion from the action of the BMA a year ago could be rescinded or we could just pause on the contract. He noted that with the speed that technology is evolving it is likely that all the items included in the previous contract will be obsolete. Mayor Wolfe encouraged the BMA to consider rescinding the contract. Alderman Jenkins made a motion to rescind the approval of the flock camera contract. Alderman Dickson seconded the motion. The motion duly passed.

Alderman Comments was the next item on the agenda. Alderman Dickson stated that he attended a great event at Academy Hill that celebrated the work that was done to transform the facility from a school into luxury condos. During the reception, Dr. Kennedy was recognized for his vision and contributions he has made over the years.

Town Attorney Comments was the next item on the agenda. Mr. Wheeler had no report.

The next item was the Consent Agenda. Mayor Wolfe commented that the new crane truck in Utilities was used right way, repairs have started in the river utilizing the HEAL funds the County supported us with, and asked Operations Manager Craig Ford to discuss the traffic light synchronization project. Operations Manager Craig Ford reported that he received bids to complete the synchronization project. This project will synchronize six of the seven traffic lights in town. Mr. Ford worked with BrightRidge Broadband and Stansell Electric to provide a synchronization program for the signals. Stansell Electric submitted two proposals, one using fiber connected system through BrightRidge Broadband and the other proposal is a wireless radio connection. The fiber connected system's cost of all the material and installation is \$47,640.15 with a reoccurring monthly broadband expense of \$975 for each

signal totaling \$11,700 per month with a 5-year contract. The wireless radio connection is a one-time installation fee of \$54,798.82 and no monthly fee. A funding source will be reviewed and reported back to the BMA. Mayor Wolfe suggested moving forward with the wireless radio bid and reporting the funding source back to the BMA. Alderman Countermine asked for more information on the software and safety precautions used by the wireless radios, noting that many times wireless communications can be hacked. Craig Ford will ask for additional information from the company and report that information back to the BMA. Town Administrator stated that we initially re-directed the funds that were initially labeled for traffic study to the traffic light synchronization project. Mayor Wolfe asked for the traffic synchronization project bid to be added to the agenda. Alderman Dickson made a motion, seconded by Alderman Countermine to add the traffic synchronization bid to the agenda. The motion duly passed.

Alderman Causey made a motion to approve the wireless radio traffic synchronization bid in the amount of \$54,798.72 subject to the funding source being identified and security information being provided to the BMA. Alderman Countermine seconded the motion. The motion duly passed.

Mayor Wolfe asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda. The Town Administrator noted that the Holiday Lighting was inadvertently listed on the Consent Agenda twice so one was struck through to eliminate any confusion. Mayor Wolfe stated that the Visitor Center bathroom project is on track to be completed by the Storytelling Festival. There being no other discussion, Alderman Jenkins made a motion to approve the Consent Agenda as presented. Alderman Countermine seconded the motion. The motion duly passed.

1. Approval of Minutes – August 10, 2026 Regular Meeting Minutes.
2. Approve the following bills for payment:

Check Register - General Fund - August 2026			
08/04/26		117092 - void	\$ (365.28)
08/06/26		117448 - void	\$ (797.29)
08/06/26		116934 - void	\$ (5,728.05)
08/07/26		117462 - 117569	\$ 123,121.81
08/07/26		117570 - 117572	\$ 12,567.93
08/14/26		117573	\$ 1,910.00
08/14/26		117574 - 117633	\$ 171,828.53
08/14/26		117634	\$ 776.89
08/18/26		117635 - 117636	\$ 14,365.93
08/19/26		117635 - void	\$ (700.00)
08/19/26		117456 - void	\$ (6,200.00)
08/20/26		117637 - 117701	\$ 244,743.34
08/25/26		112093 - void	\$ (1,796.58)
08/25/26		110689 - void	\$ (43.62)
08/25/26		110974 - void	\$ (35.72)
08/26/26		117702 - 117753	\$ 173,888.83
			\$ 727,536.72
Check Register- Water Fund August 2026			
08/07/26		70870 - 70901	\$ 1,764,991.72
08/07/26		70902	\$ 405.88
08/14/26		70903 - 70939	\$ 588,815.19
08/18/26		70940	\$ 9,521.93
08/20/26		70941 - 70961	\$ 131,409.89
08/25/26		68969 - void	\$ (68.00)
08/25/26		68477 - void	\$ (2,581.41)
08/25/26		69299 - void	\$ (250.00)
08/25/26		68746 - void	\$ (3,000.00)
08/25/26		67977 - void	\$ (13.77)
08/26/26		69609 - void	\$ (1,596.43)
08/26/26		70962 - 70994	\$ 64,570.89
			\$ 2,552,205.89
Check Register -Sanitation Fund - August 2026			
08/07/26		11145 - 11151	\$ 5,498.26
08/14/26		11152 - 11158	\$ 9,148.20
08/18/26		11159	\$ 341.95
08/20/26		11160 - 11165	\$ 19,240.45
08/26/26		11166 - 11170	\$ 806.59
			\$ 35,035.45
Check Register -School Fund August 2026			
08/14/26		1170	\$ 2,012.50
			\$ 2,012.50

3. Approve the following Town Administrator Report:

- *Working with County Planner Angie Charles on various growth management strategies including traffic impact studies. As the State legislature did not pursue the town's request for impact fees that are associated with "impacts" from development, increase in traffic on our roads continue to escalate and a study to address "traffic impacts" on existing road systems is a reasonable function of planning commission review procedures. The Planning Commission (PC) will be reviewing and discussing the draft Traffic Impact Study (TIS) document at their September PC meeting. Soon thereafter, a recommendation from the PC will be forwarded to the Board of Mayor and Aldermen for action. The goal is to adopt the TIS as part of the Subdivision Regulations (PC only action required) and as part of the Zoning Regulations (PC recommends to BMA for approvals). Amendments to subdivision regulations and zoning regulations require public hearings so in this case both the PC and BMA would hold public hearing prior to any final approval actions.*
- *Working with Finance Director Janet Jennings on a plan to monitor budgets more closely based on both salaries (regular time, overtime, comp-time, emergency pay, holiday pay, etc.) to keep directors routinely informed on expenses, as well as revenues as well. Ms. Jennings Office is providing regularly scheduled departmental accounting details to directors.*
- *Reviewing the town's purchasing policy to determine if any revisions are needed. I anticipate some updates coming before the BMA in October.*
- *Continue to work on analyzing our public facilities for future expansion, renovation, or new space needs for the future. We cannot grow by population and housing at our rate for over 20 years without feeling the growing pains of facilities that provide a direct service to taxpayers, residents, utility customers, etc.*
- *Continue to monitor all active projects including follow-ups on grant progress and reimbursements. We have at least a dozen active applications with various organizations as part of seeking funds to support projects throughout out our town and utility district.*
- *There was a meeting with Visitor Center Director Cameo Waters, Events Director Isabel Hawley-Lopez, McKinney Center Director Theresa Hammons, McKinney Center Program Manager Anne Mason, Senior Center Director Mary Regen, Heritage Alliance Director Katie Edwards, Jackson Theatre Operation Manager Amber Crumley and Administrative Assistant Brandi Miller to review grants currently in progress and sharing potential grant opportunities. We are looking at what we call "traditional" grant pathways and those less traditional but still applicable to local governments. Grants are a major source of funding for many programs and projects to provide for an increase in revenue sources and save funds from both the General and Utility side.*
- *Working with KnowBe4 to add a phishing button option to our town emails. As part of our cyber security training efforts there is a "phishing" training component. These training modules are beneficial to employees in both their work life as well as personal life. Everyone must remain diligent in efforts to combat scams. Our monthly training is going well.*
- *Met with Utilities Manager Kevin Brobeck, Water Treatment Plant Director Seth Van Wyck, Human Resources Director Michelle Stewart and MTAS consultant Pete Auger to discuss various scheduling models at the Water Plant due to its 24-hour operations.*
- *Worked with Mayor Grandy, County Attorney Allyson Wilkerson and other County Staff to complete the necessary documents for the HEAL program loan. All documents have been completed and returned to the County.*
- *Working on a best management practice/policy approach to how the town accepts new roads developed to our public road system requirements into the public road system. Ultimately, the process will include a recommendation from staff after the road is complete and final inspection is carried out and following this the BMA will hear and decide on the adoption of the new road into the town public road system. The approval of a final plat does not constitute approval of a road as a public road, therefore a Best Management Practice on adoption will be presented in the next 60 days. The current Subdivision Regulations state:*

In accordance with Title 13, Chapter 4-305 of the Tennessee Code Annotated, or as may be amended from time to time by the State of Tennessee, the approval of a plat shall not be deemed to constitute or effect an acceptance by the municipality, county or public of the dedication of any street or other ground shown upon the plat. The Town of Jonesborough may require a deed be prepared, executed, and recorded with the Washington County Registrar of Deeds for areas to be dedicated. (TCA 13-4-305)

- *Working with Solid Waste Director Vince Sicca to analyze our recycling program related to cardboard if we can (1) parallel the program with Washington County as we do on plastics, or (2) providing a projected cost on running our own cardboard recycling program.*
- *Met with Operations Manager Craig Ford and Administrative Assistant Brandi Miller to plan an upcoming Directors meeting. One part of the training was Sensitivity Training, which is more advanced training beyond the normal Title VI compliance training all employees complete annually. More training will be scheduled in this area for our employees.*

- *Participated in conference call with the Tennessee Public Utility Commission (TPUC) during their Commission Conference. During their meeting they discussed the ATMOS one year agreement that was approved by the BMA at the April 13, 2026, meeting. The TPUC approved the new agreement. We continue to work on negotiating a Franchise Fee with ATMOS in the very near future.*
- *Working with marketing team to produce short video clips of our town services/operations highlighting positive outcomes of what our folks do for a living. Example would be like fixing the waterline leaks with the idea of mobilizing one time to permanently fix issues (if they have been chronic issues); to how we recycle the plastics in coordination with Washington County Solid Waste; etc.*
- *IT Professional Services: In conversation with Alderman Dickson regarding our different advancements in technology, the discussion moved to the consensus that the town will need its own IT professional to be on staff to directly serve the town system needs. We have reached the point where we need to plan for and consider a **full-time IT professional** as IT needs have become a continuous operational function rather than the occasional technical need. I am looking at the dynamics of internal IT + the outside IT provider (currently Sharp) with the internal person handling day-to-day needs and knows the town, employees, systems, and priorities. The outside provider supplies specialized expertise, backup coverage, cybersecurity, major projects, and additional manpower. I know from discussions with other staff over the last few years that this internal IT position is extremely desired and popular among majority of staff. I am seeking an independent IT professional for guidance on our needs, directly analyzing our needs both internally and externally. A meeting on this subject with a consultant and some staff will take place next month. Of course, funding is being explored with cost projections examined as well.*
- ***Mauk Property Update** purchase reimbursement (\$305,000) from Heritage Conservation Trust Fund (HCTF). The deed restrictions were approved at the August 10th BMA meeting. The same firm Brandt & Robbins that completed the deed as part of the property acquisition, completed the restrictive covenants "form" and the fully executed form has been sent to HCTF for final review, per their request, before the document is recorded. The document was recorded at the Courthouse by 8/28/26. HCTF will be processing our reimbursement with an expect pay out to us in 4-6 weeks.*
- *Working with Building Inspector Kevin Fair and Fire Chief Jeff White on upcoming required code changes from 2018 to 2024, which will include the building related codes and fire codes. Also, I am working with Police Chief Matt Rice and Operations Manager Craig Ford reviewing our current municipal code for an amendment that deals more specifically with a permitting system of sorts that addresses companies or contractors that block roads for extended periods of time without notice to public safety. The goal is to have municipal code amendments under review to be presented to the BMA at the October 2026 meeting.*
- *Attended part of the Water Distribution training/tour with BMA members. I was able to listen to our use of Cartograph, GPS/GIS, reduction in repeat leak repairs by fixing problems permanently, etc.*
- *As utilities are working within the asset management system Cartograph, with its GPS/GIS functionality, leadership in Street Department and Parks and Recreation will be meeting next month so that utility staff will show how the Asset Management system can help technologically/digitally advance these other departments that are heavy in the "construction" and "operations" of our town.*
- *As our work orders grow side by side with inside city and outside city populations/customers, we must move into the 21st century with how we receive or dispense with work orders. Handwritten although functioning somewhat okay, does not provide for the level of accountability that I expect since there is no digital mechanism to track a work order in progress. We have started to explore proven systems to narrow down the best fit for TOJ.*
- *More historical data related to the Tax Relief program is being gathered to help gather some intel/data on the number of potential applicants if the town approves of being part of the Property Tax Freeze program. The 2024 and 2025 years of elderly and disabled veterans who participated in the tax relief program were already sent to you a few weeks ago. Due to our continued population growth, those numbers of eligible applicants continue to escalate as well.*
- *Facilitated our monthly Directors meeting which centered around Sensitivity Training. This discussion was more intensive type training, beyond the normal Title VI compliance training all employees complete annually.*
- *I am working to resolve our internet-related phone and computer systems when we lose internet connection due to storms, emergencies, damage or other issues that may arise from our carrier (if any). We are looking at the Starlink system as our backup option to have continuity of internet service if our primary service goes down. We are working with Sharp to plan to test this backup in the next 2-3 weeks.*
- *I have been working alongside our Digital Media Manager Mitchell Calvin for a few months regarding the need to advance our Web Accessibility/ADA Compliance. The Department of Justice has set specific deadlines for state and local government websites and mobile apps to meet accessibility requirements. Since our total population is under 50,000, we must be complying by April 26, 2028. We are not waiting and therefore have been working*

with a company Citibot to meet the DOJ requirements. Citibot is an AI-powered resident engagement platform designed for government agencies, with a strong focus on equity, accessibility, and ADA compliance. It supports multiple communication channels — website, SMS, phone, and social/messenger platforms — and is built to deliver verified, accurate information while meeting accessibility standards. The town will be well ahead of the deadline to meet DOJ requirements.

- Met with Ruth Verhegge to discuss Paws-N-Blue succession planning and alternative funding mechanisms and potential partners.
- There was a pre-construction meeting for the new Dominos building in Jonesborough. There is other space as part of this development for other commercial uses. It will be located between Medicine Shoppe and the Car Wash on 11-E.
- Wrapping up reimbursement requirements to initiate the traffic signal light reimbursement. If all goes well, we will receive our \$779,000.00+ reimbursement in 2-3 weeks.
- Working with local business owners to complete the Downtown Façade Grant program that is funded by the Town. The applications have been completed and are now waiting for owner signatures and supporting documentation.
- Participated in a walk through at the International Storytelling Center. The roof will be repaired due to leaks soon and at least one downspout was cleared of debris/obstructions. Once we have ISC “dry”, repairs to drywall damage will be undertaken by professionals. The roof is scheduled for repair September 14th and prior to Storytelling Festival. Staff at ISC have been contacted directly on updates and schedule.
- Attended the Washington County Economic Development Committee monthly meeting held in Johnson City.
- Completed Title VI training as required by Tennessee Arts Commission. The TN Arts Commission requires this training to be completed to process our initial 40% payment (\$14,500.00) of the Partnership grant awarded for FY27. The total grant is funded at \$36,250.00, with no match, in support of programming at the Jackson Theatre.
- Attended the Storytelling Festival planning meeting. This meeting includes ISC representatives and Directors that will be involved in the festival, for example, Solid Waste, Streets, Parks and Recreation, Public Safety, etc. This meeting allows everyone involved to discuss the requests, expectations and ask any questions that they may have.

4. Approve the following Operations Manager Report:

- I have continued to work with Derwin Cartmel, Holston Engineering on the geo-thermal HVAC bid for the ISC building. The bid has been advertised and is scheduled to be opened on September 16, 2026. Mr. Cartmel will review all bids and make a recommendation to the Town regarding the vendor.
- The bid document was also prepared and posted on the West Main Street bank stabilization project. That bi was opened on September 04, 2026, and is on the BMA agenda for approval at the September meeting.
- As you are aware, we have also been “chasing” leaks in this building for some time. A private contractor found one of the downspout drains was stopped up and that has been cleared. A roofing contractor also found several serious leaks on the flat membrane roof and approval has been given to replace this roof. Once these repairs have been completed and the HVAC replaced, I hope this remedies all the problems we have experienced in this building for the past couple of years.
- The contractor started on the Visitor Center Restroom Remodel project this month. He is doing a phenomenal job and is working very quickly. He feels he is on schedule to have the project completed prior to the Storytelling Festival.
- Once this project is completed, I would like to renovate the public restrooms at Town Hall, even if we budget it for next year. The restrooms are in need of an upgrade, just as the Visitors Center was.
- Rogersville Seamless Guttering also made the upgrades to the gutters on the back of the Visitors Center. An additional downspout was installed, a splash guard was installed, and a gutter guard was installed. We have experienced an ongoing problem with the guttering leaking into the women’s restroom and causing extensive water damage. This gutter work should eliminate that problem.
- The contractor also started on the East Main Street/First Frontier Trail project in August. He has already finished the sidewalk phase in front of Chapman’s Reserve and is about half finished with the first section of the First Frontier Trail, which started at Hometown Road and ends at the Town’s corporate limits. I believe he will be substantially complete with this project the week of September 14, 2026.
- I completed a walkthrough with Todd Wood, Billy Miller, and the contractor of the First Frontier Trail project to review several issues the contractor was questioning. Upon conclusion of the site visit, the contractor is good to complete this project.
- I directed the Street Department to prepare Brightridge Park for the concrete pours to be completed with the First Frontier Trail Project. The contractor agreed to pour the concrete at the contract price for the trail project.
- I have continued to work with Mark Fields, (Brightridge Broadband), and Jon Wortman, (Stansell Electric), on the traffic signal synchronization program. There are two different options we have for this project. One is utilizing broadband and the other option is to

utilize wireless radios. Both options will require the Town to purchase equipment and pay for the installation from Stansell Electric.

- In speaking with Mr. Fields, Brightridge Broadband is available at all six traffic signals. Brightridge will waive the installation fee; however, the Town must provide a switch connection for each of the six sites. The broadband service for each light will be \$175.00 per month per site, for a total of \$12,600.00 annually. Over the five-year contract period, the total cost of the broadband will be \$63,000.00.
 - I am awaiting a project cost estimate from Mr. Wortman on both the broadband and wireless radio system. Mr. Wortman states the wireless radio system is probably going to be the most cost effective. He is awaiting prices from his vendor. I apologize that I do not have the numbers at this point to allow us to move forward with this project. I will provide them as soon as I have them in order that we can move forward with this project.
 - I have also been working with Todd Wood on a Town Hall parking lot expansion project. The plan is complete and I have completed a cost estimate for the project. An agenda presentation was prepared for the September BMA meeting.
 - I worked extensively with Sunny Ezell and Chris Kudera on the Jackson Boulevard median landscape plan. After several adjustments, the plan was presented to Tree and Townscape for approval. It is scheduled for the Board of Mayor and Alderman September meeting.
 - The Street Department completed some drainage work at the tile near Bojangles on East Jackson Boulevard. The tile under the exit street from the old elementary school was cleared and some riprap stone replaced. We have some additional work to do there, but it is much better at this point.
 - The street Department also ordered a new tractor for right-of-way mowing this month. We should take delivery within the next week.
 - One of the HVAC units at the Post Office had to be replaced. Unfortunately, both the indoor and outdoor unit had to be replaced. This work has been completed.
 - Our newly re-drawn fire district finally went live with Washington County 9-1-1 on August 17, 2026. We have worked on this for a few years now, and it is reassuring to finally have our fire district re-drawn.
 - The emergency alert/early warning system was also ordered. According to the vendor, the Town can expect installation of this system to begin by the end of September. We are hoping the system is installed prior to the Storytelling Festival.
 - I attended the Washington County EMS board of directors meeting for the month of August. I have also participated in numerous interviews with Steve Beckett and Billy Miller.
5. Approve Committee Reports: Historic Zoning Minutes; Planning Commission Minutes; Design Review Commission Minutes; McKinney Center Advisory Minutes; Senior Citizens Advisory Committee Minutes; Main Street Committee Minutes.
6. Approve Supervisor Reports: Human Resources, Street Department, Fire Department, Utilities, Police Department, Visitors Center, Senior Center, McKinney Center, Jackson Theatre, Parks and Recreation, and Building Inspector.
7. Approval of Senior Citizen Advisory Committee Appointments –
- | Member Name | Appointment Term (3 Years) |
|-------------------|----------------------------|
| Leo Salgado | August 2029 |
| Debra Hooser-Ruud | August 2029 |
8. Approval of Special Event – Tennessee Hills Distillery Fall Fest – A special event permit application request from Tennessee Hills Distillery for the Tennessee Hills Fall Fest was received. The Fall Fest is planned for Sunday, October 11th from 2:00 PM to 6:00 PM. They plan to have vendors and food trucks in the parking lot to celebrate the fall season. The event will take place in the Upper Courthouse Parking Lot. The parking lot will be reserved for participants of the event and “No alcohol in the parking lot” signs will be put at all entry/exit points of the bar. Their staff will monitor the event all day. They are requesting refuse collection, signage and parking lot barricades. They are requesting to have “Parking for Event Only” signs put out the day of the event at the Upper Courthouse parking lot along with a barricade for the entrance of the lot. The Hold Harmless Agreement and Proof of Insurance have been received.
9. Approval of Special Event – Downtown with Dolly – Melinda Copp submitted a special event permit application request for the Downtown with Dolly event scheduled for September 25, 2026, to remember the life and legacy of Dolly Parton through her music, foods, iconic style, joy and humor that defined her while embracing her philanthropic spirit to children’s literacy. The event will take place from 12:00 PM to 8:00 PM. The event is sponsored by Mill Spring Makers Market, Main Street Café, and the Opossums Tale, along with collaboration with the McKinney Center, Senior Center, Visitors Center, Marketing Department, Jackson Theatre, Central Christian Church,

Washington County's Mobile Book Bus and many other local businesses. They are requesting refuse collection, street closure, Marketing Department assistance with decorating and setting up the event, and police/security. Regarding the street closure, Main Street from Fox Street to Second Avenue will be closed at 5:00 PM for Music on the Square so no additional closure is needed. Three concession vendors and a couple of Dolly-themed vendors offering goods and services themed for the event have been secured. From 12:00 PM – 5:00 PM (prior to street closure) attendees will be encouraged to check out promotions and activities in the shops, special Dolly menus at participating restaurants, showing of Steel Magnolias at the Jackson Theatre, tribute to Dolly at the Christopher Taylor Cabin set up as her Tennessee Mountain Home with a tribute wall where you can leave her a heartfelt message. The Washington County Mobile Book Bus will be set up downtown all day, giving free books to children. The Hold Harmless Agreement and Proof of Insurance have been received.

10. Approval of Town Holiday Lighting and Decorations – Main Street Jonesborough and the Jonesborough Tourism Department, in conjunction with the Holiday Lighting Committee, issued a Request for Proposals (RFP) seeking the services of a licensed, qualified, and experienced holiday lighting and decorations contractor to provide holiday lighting and decorations throughout downtown Jonesborough and other designated areas for the 2026 holiday season. Five RFPs were submitted for consideration. Proposals were received from Christmas Décor Plus More, Blink Lighting, Gabriel's Christmas, Christmas Décor by Luminescence Lighting, LLC, and Be the Light. After reviewing the proposals received, the Holiday Lighting Committee is recommending Christmas Décor Plus More for the 2026 holiday lighting and decorations project. Their municipal, institutional, and commercial experience includes projects for the City of Lebanon, University of Tennessee, City of Rogersville Tennessee Tech University, Knoxville Downtown Alliance (Market Square), Altar'd State Corporate Campus, Blackberry Mountain, and West Town Mall. Christmas Décor Plus More has successfully provided holiday lighting services for Jonesborough since 2022. During that time, the Town has been extremely pleased with the quality of their work, professionalism, responsiveness, and customer service. The company has consistently demonstrated an ability to respond quickly, and in person, when issues arise. Their customer service and responsiveness have been exceptional, with the company routinely responding to Town staff promptly and sending personnel to the site when needed. This level of service is particularly valuable for a holiday display in a busy downtown environment where lighting issues need to be addressed quickly and professionally.

Christmas Décor Plus More provided a separate pricing for each of the seven areas identified in the Town's RFP. The company offered both a leasing/rental option and a purchase option. The Holiday Lighting Committee is recommending that the Town select the leasing/rental option, which includes planning, design, installation, maintenance, removal, and storage of the lighting equipment and decorative elements for one season. Christmas Décor Plus More provides the Town with the strongest combination of experience, proven performance, professionalism, responsiveness, quality of work, customer service, and pricing. While the company demonstrated strong qualifications and experience in its proposal, the Committee's recommendation is further supported by the Town's direct experience with the company since 2022. Christmas Décor Plus More has consistently delivered a high-quality holiday display for Jonesborough and has demonstrated an exceptional willingness to work with Town staff, respond to concerns, and address issues quickly when they arise. The Holiday Lighting Committee therefore recommends that the Town award the 2026 Holiday Lighting and Decorations project to Christmas Décor Plus More under the leasing/rental option in the amount of \$44,932.50 which is within the Town's approved FY27 budget for seasonal holiday lighting and decorations to be paid from the Town's seasonal lighting line item.



Christmas Décor Plus More is a locally owned business with more than fifteen years in the holiday lighting industry. With over two-hundred residential clients and over forty commercial clients in the greater Knoxville area, we are very proud to be a part of what makes the holidays just a little bit brighter in East Tennessee! We are a full service, turn-key holiday decorating company with both exterior and interior design divisions. Some of our current municipal and stage clients include The City of Rogersville, Knoxville Downtown Alliance, The City of Lebanon, University of Tennessee and Tennessee Tech University. Other large commercial clients include, Altar'd State Corporate Campus, Blackberry Mountain, and West Town Mall. Our lead outdoor lighting designer brings years of lighting design and pragmatic technical know-how to each project; while our lead decor installers each have between 5 and 15 seasons under their belts. We feel confident that our particular mix of experience, and love for what we do can help to make Jonesborough's 2022 holiday season even more special. The scope of this project lies at the center of the sweet spot for our Christmas Décor. Our teams are used to installations of this kind, whether it's working in bustling downtown Knoxville on Market Square, or constructing a massive 30' tall tree of lights for the Gatlinburg Skybridge, our installers are experienced, professional, and take enormous pride in their work. We design and decorate literally hundreds of trees every season, and know that it's the little details that make the difference between a memorable display and a truly iconic one.

Our lead designer, JP Schuffman jp@christmasdecorplusmore.com 865 333 9388 comes to us with over twenty-five years working in theatrical lighting design and commercial lighting manufacturing. In his time with the company he has designed dozens of jobs of this scale as well as scores of smaller ones. Likewise the senior installation technician Zach McGee began his career in landscape design, and has been working as our 'man on the ground' on large scale installations for ten years. With literally thousands of hours of holiday and special event lighting between them, there are very few situations that one or the other has not encountered. "JP Schuffman: Director of Design and Sales > Zach McGee: Chief Installer.

Image 1 - Mitchell House, City of Lebanon (2022 - present)

Lee Clark Dir. Public Works 615 456 2136 lee@lebanontn.org
Historic Mitchell House, Grand Courtyard, and City Hall: \$53,000, completed.
Multiple buildings exteriors, trees, shrubs, walk through installations and photo ops.

Image 2 - Tennessee Tech University (2023 - present)

Shanna Muncy Dir. Public Events 931 372 3178 smuncy@tntech.edu
The Quad at Derryberry Hall. \$46,000 completed.
A wall of hanging lights stretching from one end of the courtyard to the other with massive trees of lights.

Image 3 – Downtown Knoxville Market Square (2020 - present)

Callie Blackburn 865.246.2653 cblackburn@downtownknoxville.org
The Grove on Market Square: \$24,000, completed.
A centerpiece of downtown Knoxville, 25ft tall candy cane wrapped trees.



Image 3



LEASING OPTION

Per the RFP we have provided both a leasing option and a product purchasing option. The LEASING option includes one season of planning, design, installation, maintenance, removal and storage of the lighting equipment and other design elements. Christmas Decor maintains and repairs the lighting equipment during the off season ensuring that all of the products are in good working order and looking their best before they are installed the following year. The customer can also elect to change the colors of bulbs from year to year at no additional cost. Christmas Decor maintains ownership of all rented / leased materials in the leasing option. All labor for one season is included in the price listed in the leasing option.

Leasing Option Product Warranty: We will service our non-functioning decorations within reason. Individual bulbs vary in life expectancy and will not be replaced immediately upon expiration; service is performed once several bulbs have failed. Please notify our office immediately of any non-functioning decor. Exclusions: Repairs caused by vandalism, extraordinary weather, or customer-added lights are not covered and will be billed as additional service calls. Power failures or tripped GFCI circuits due to inclement weather are not the responsibility of Christmas Decor Plus More. We will perform service calls to troubleshoot these issues but cannot be held liable for storm-related outages. Client Systems: If a persistent GFCI issue is caused by faults in client-owned electrical systems, service calls will be billed to the customer. We do not repair or modify client-owned electrical systems.

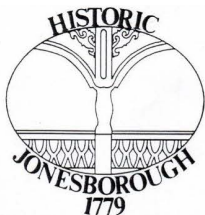
LEASING OPTION		SUB TOTAL
AREA 1	BOONE STREET	\$3,500.00
4X Trees on Boone Street wrapped to a height of approximately 15ft		
AREA 2	GREENSPACE AT MAIN STREET	\$1,800.00
3x Shrubs to be wrapped in mini lights and 1x Crab Apple tree wrapped in mini lights with 15x snowfall tubes		
AREA 3	15X TREES ON MAIN STREET	\$19,687.50
15x trees on Main St. with branches wrapped in mini lights up to approximately 15ft		
AREA 4	STORYTELLING PLAZA	\$2,325.00
1x tree between Storytelling Plaza and the Chester Inn with branches wrapped in colored lights and 30x snowfall tubes		
AREA 5	COURTHOUSE TREE	\$7,000.00
Full coverage of the 50ft evergreen located at the courthouse in multi C9 bulbs.		
AREA 6	COURTHOUSE COLUMNS AND BALCONY	\$8,000.00
4x columns wrapped in 14" garland with warm white lights and heavily decorated with ornamental picks. 1x 5ft wreath centered on the balcony decorated in berry picks with garland swagged from the wreath to the corners of the balcony.		
AREA 7	FOX STREET LAMP POSTS	\$1,180.00
3x lamp posts wrapped in 14" garland with warm white lights, and woven mesh red ribbon.		
MISC	24x TIMERS FOR ALL ZONES	\$1,440.00
MISC	EXTENSION CHORDS	NA
		TOTAL
		\$44,932.50

PURCHASE OPTION

Per the RFP we have provided both a leasing option and a product purchasing option. The PURCHASE option includes one season of planning and design and the sale of the listed materials. Installation, removal, and storage of the lighting equipment and other design elements is billed separately from the purchased materials. Maintenance due to product failure is billed separately. Christmas Decor does not provide any warranty on purchased materials. Before the agreed on installation date the customer must inspect the lighting products to ensure their proper functioning. Additional hours may be billed if additional time is required to complete the job due to malfunctioning, improperly stored, or damaged customer-owned material. Storage of customer owned material is the responsibility of the customer.

PURCHASE OPTION		SUB TOTAL
AREA 1	BOONE STREET	\$2,444.00
Mini lights for 4x trees on Boone Street mini lights sold to customer.		
AREA 2	GREENSPACE AT MAIN STREET	\$1,934.00
Mini lights for 3x shrubs and 1x Crab Apple tree and 15x snowfall tubes sold to customer.		
AREA 3	15X TREES ON MAIN STREET	\$12,337.50
Mini lights for 15x trees on Main St. sold to customer		
AREA 4	STORYTELLING PLAZA	\$2,505.00
Mini lights for 1x tree between Storytelling Plaza and the Chester Inn and 30x snowfall tubes sold to customer		
AREA 5	COURTHOUSE TREE	\$2,625.00
C9 lights for the 50ft evergreen located at the courthouse sold to customer		
AREA 6	COURTHOUSE COLUMNS AND BALCONY	\$7,920.00
14" garland with warm white lights and heavily decorated with ornamental picks for 4x columns and 1x 5ft wreath decorated in berry picks with garland sold to customer.		
AREA 7	FOX STREET LAMP POSTS	\$1,180.00
14" garland with warm white lights, and woven mesh red ribbon for 3x lamp posts sold to customer		
MISC	24x TIMERS FOR ALL ZONES	\$1,920.00
MISC	EXTENSION CHORDS	\$1,150.00
LABOR	Estimated 1 season of installation & removal of decor for Areas 1-7	\$42,000.00
		TOTAL
		\$76,015.50

11. Approval of Town Event Addendum – Haunts and Happenings – As you recall, the BMA approved the Town sponsored event “Halloween Haunts and Happenings” during its August meeting. One of the newer events was left out of the original request, the “Great Jonesborough Pumpkin Party.” This event will take place on October 28th beginning at 5:00 PM. The event will require street closure on the West Side of the Courthouse to allow for tables to be set up for the pumpkin carving event. The street closure will be from 5:00 PM – 9:00 PM and will only include the west side of the courthouse from Mauk’s to the Crafty Peddler. Parks and Recreation Director submitted a memo to the BMA.



TOWN OF JONESBOROUGH
123 Boone Street
Jonesborough, TN, 37659
Telephone: 423-753-1030

Memo

To: Glenn Rosenoff
From: Christopher Kudera, Parks and Recreation Director
CC:
Date: 9/3/26
Re: Great Pumpkin Party – Street Closure (Addendum to Halloween Haunts and Happenings)

The Board of Mayor and Aldermen approved the Halloween Haunts and Happenings memo in August 2026; however, the Great Pumpkin Party was not included in that request. This memo is to add the Great Pumpkin Party onto that event and request the associated street closure.

We will be hosting the Great Pumpkin Party on Wednesday, October 28th from 5:30-8:30pm. Tables will be set up in the street to allow people to come carve pumpkins in person. Last year we planned to do the same thing, but rain forced us to pivot and host the event inside the Senior Center instead.

We would like to request a street closure on the west side of the courthouse only, from 5:00pm-9:00pm on Wednesday, October 28th, for the Great Pumpkin Party. Only the west side of the courthouse will be closed. We will block the parking spots adjacent to Mauk’s and the Crafty Peddler. We will also block the exit from the parking lot at Mauk’s, and vehicles will be directed to exit onto Main St. between Jackson’s Prime and the Department of Records Management and Archives.



12. Approval of Jonesborough Little League and Jr. Pioneers Concession Agreements – Now that Jonesborough Soccer has officially moved to Tiger Park, Jonesborough Little League is looking to host fall ball at Persimmon Ridge Park. As such, we need to update the concession agreement due to their current agreement ending on June 30, 2026. This agreement would be effective through November 30, 2026.

Jr. Pioneer Athletics is currently hosting their fall football league on the field at the Old Jonesborough Middle School. They do not play games there, but they open the concession stand at night during practices. The agreement presented is the same agreement used for Jonesborough Little League, with the location changed to “Old Jonesborough Middle School.” All other terms remain the same. Staff are reviewing potential updates to the existing agreements prior to the 2027 seasons regarding Scope of Concession and the “exclusive right and privilege to the Concessionaire to operate the concessions.” The main concern is what if the Town is hosting a tournament and needs to use the concessions. Through effective communications

between the league and Town staff, Chris Kudera Park and Recreation Director anticipates minimal issues but “just in case” his team will complete a review for the future league seasons.

**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 and to provide in quantities adequate for the needs of the public. All sales and promotions will be operated efficiently in order to provide optimum revenue as well as service.

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

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

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

CONDITIONS AND SURRENDER OF PROPERTY. The buildings, which are the property of the Town of Jonesborough, shall remain the property of the Town of Jonesborough and upon termination of the contract by lapse of time or otherwise, the Concessionaire shall surrender possession of all said premises and part in as good condition as said premises where 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 recorder and to reexamine and re-audit same.

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

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

A. In the event the Concessionaire is adjudicated as bankrupt, or because of its financial condition is judged by the Town as being unable to continue successful operation.

B. Failure of the Concessionaire to perform, keep, and observe any of the conditions of the contract.

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

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

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

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

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

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

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

TERM OF CONTRACT. Term of this lease is for the 2026 season and will run from September 14, 2026 through November 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 14th day of September, 2026.

LESSEE

LESSOR

CONCESSIONAIRE

Kelly Wolfe, MAYOR

Address: _____

Phone: _____

JANET JENNINGS, RECORDER

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

**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 Jr. Pioneer Athletics herein called the "Concessionaire." In consideration of the Town of Jonesborough leasing the concession rights at the Old Jonesborough Middle School, 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 Old Jonesborough Middle School in service to individuals or groups of individuals using the ballfields and park rental or picnic

areas; however, such rights will not include determining who can and cannot use the athletic field, 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 directs and to provide in quantities adequate for the needs of the public. All sales and promotions will be operated efficiently in order to provide optimum revenue as well as service.

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

BUILDING AND LOCATIONS. The Parks and Recreation Department will make available the concession stand and adjoining restrooms.

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.

Jr. Pioneer Athletics shall appoint personnel responsible for picking up trash and litter in and around the athletic field, concession stand, 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 Old Jonesborough Middle School or in any of the buildings, structures or locations occupied by

the Concessionaire for any period of time longer than is normally necessary to secure the premises and to perform minor clerical work after the close of business, provided, however, that if required for the protection of its property the Concessionaire may employ and permit watchmen to remain in said building, so occupied by it. *The Concessionaire shall provide the Recreation Director with the full name, social security number and date of birth for all concession workers.*

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

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

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

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

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

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

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

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

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

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

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

LIABILITY OF THE TOWN. The Town, to the extent permitted by State Law, will be saved and held harmless by the Concessionaire from damage of any kind, make and description which may arise as a result of making this contract and the operation of the concessions by

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

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

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

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

NO SMOKING REQUIREMENT. Old Jonesborough Middle School 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 September 14, 2026 through November 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 14th day of September, 2026.

LESSEE	LESSOR
<u>CONCESSIONAIRE</u>	<u>Kelly Wolfe, MAYOR</u>

Address: _____
Phone: _____

JANET JENNINGS, RECORDER

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

- 13. Approval of Driveway Repairs at 416 E. Jackson Boulevard – The town received a request from the property owners at 416 East Jackson Blvd., Janet and Danny Mack Keys, to repair a section of gravel driveway that connects the rear of their business to Jefferson Drive. There are two or three large drain tiles from the Senior Center and Lincoln Park that empty onto the Keys’ property. Through several heavy rains in August, this runoff may have been a contributing factor to washing gravel off the driveway and cutting a ditch through the driveway as well. The Keys have been good neighbors to the town and were very easy to work with through the Senior Center/Lincoln Park project. They are requesting assistance from the Town to repair this driveway. The gravel driveway is part of private property, but the driveway is utilized by the general public to enter and exit businesses located in the rear of their property. Due to the driveway being located on private property however, we cannot allow Town staff to make the repairs without approval from the Board of Mayor and Aldermen. Craig Ford Operations Manager estimates the repairs to be approximately \$1,000.00 and would be funded from the Street Department’s current operating budget.
- 14. Approval of Constitution Week Proclamation - Daughters of the American Revolution, State of Franklin Chapter Librarian Allyson Wilkinson requested we approve a proclamation recognizing the United States Constitution Week September 17-23, 2026.

**A PROCLAMATION RECOGNIZING
CONSTITUTION WEEK**

WHEREAS, the United States Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties and freedoms to ensure those unalienable rights to every American; and

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document in the oldest town in Tennessee and mark its memorable anniversary with patriotic celebrations which will commemorate the occasion during America's celebration of the 250th anniversary of the Declaration of Independence; and

WHEREAS, in 1956, following a petition by the Daughters of the American Revolution, President Dwight D. Eisenhower signed into public law the resolution adopted by the United States Congress setting aside September 17-23 for the annual observation of Constitution Week; and

WHEREAS, the Daughters of the American Revolution is a non-profit, non-political, volunteer women's service organization whose members can prove lineal descent from a patriot of the American Revolution and are dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children; and

WHEREAS, Jonesborough's State of Franklin Chapter of the Daughters of the American Revolution encourages churches, schools, courthouses, fire houses, Veterans homes, scout troops and other groups, local governments, and individuals to join the ringing bells across America during Constitution Week to commemorate the 239th anniversary of the signing of the United States Constitution; and

NOW THEREFORE I, Kelly Wolfe, by virtue of the authority vested in me as Mayor of the Town of Jonesborough in Washington County in the State of Tennessee, do hereby proclaim the week of September 17th through 23rd, 2026 as

CONSTITUTION WEEK

AND I ask our citizens to recognize the privilege and duty of the American people to commemorate this occasion by the ringing of bells – reaffirming the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained. With the utmost respect, the Town of Jonesborough recognizes Constitution Week and Bells Across America, and thanks the State of Franklin Chapter of the Daughters of the American Revolution for its dedication to encouraging this community to study, celebrate, protect, and defend the United States Constitution.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Jonesborough, Tennessee, to be affixed this 14th day of September 2026.

KELLY WOLFE, MAYOR

ATTEST:

JANET JENNINGS, RECORDER

15. Approval of Jacksons Prime Outdoor Use Permit – Owner of the Jackson’s Prime Troy Boane at 111 W. 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 restaurant to announce specials while they are open for business. 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.
16. Approval of West Main Bank Stabilization Bid – The Town began work on a bank stabilization project in the 900 block of West Main Street months ago. The project required the Town to enter into a public/private partnership with a property owner to complete the project. This project was necessary due to the bank erosion in this block of West Main Street. The bank has slid off in the past and blocked the southbound lane of West Main Street. In order to grade a proper slope and curtail future slides, grade work would encroach on the adjoining property owner. Town crews began the project but were unable to complete it due to the complexity of the project. At this point, a bid document was prepared in order to have a private contractor complete the project. Bids for this project were publicly opened on Friday, September 4, 2026. The Town received five bids. The bids ranged from \$82,500.00 to \$307,148.00. Complete Construction was the low bid for the project and is being recommended to complete the West Main Street Bank Stabilization Project. Complete Construction has performed other projects for the Town and are qualified to complete this project.

BID OPENING FORM

West Main Street Slope Project

DATE: Friday, September 4, 2026

BIDS RECEIVED FROM	AMOUNT
Mark's Grading	\$248,050.00
Baker's Construction	232,368.57
Bob Stout Construction Co.	307,148.00
Complete Construction	82,500.00
JTB Construction	208,500.00

THOSE IN ATTENDANCE:

Paul Jennings, Town of Jonesborough
Jack Russell Complete Construction Mgmt, LLC
MICHAEL LANE BAKERS CONSTRUCTION & EXCAVATION
Kyle Ham JTB Construction
Grady Stout Bob Stout Construction Company, Inc.

The were no items discussed under Old Business.

The first item under New Business was discussion and possible action concerning the Agriculture Enterprise Fund grant contract. As part of the ongoing efforts to secure additional funding for the Agriculture Learning Center (ALC) Project, Mr. Bob Browning had applied for a grant on behalf of the Town through the State of Tennessee Department of Agriculture, the Agricultural Enterprise Fund grant program. The submitted application provided many details of the project, and we received notice that we were awarded \$499,999.00.

For nearly 250 years, Jonesborough has been closely tied to the agricultural heritage of Washington County, where small farms have long supported the local economy. Rapid population growth, however, is reducing farmland and the number of active producers. To address these challenges, Washington County and its partners have developed the Agriculture Learning Center (ALC), a regional hub that will strengthen local agriculture through value-added processing, education, and expanded market access. The ALC's Food Hub will enable local producers to supply fresh, locally grown products to Washington County Schools and, over time, restaurants, healthcare providers, and other institutional buyers. The facility will also provide classrooms, demonstration kitchens, greenhouses, hydroponics, gardens, and meeting space to educate youth/adults in agriculture, nutrition, and healthy food preparation while supporting the next generation of TN farmers and expanding economic opportunities for existing producers.

This project significantly expands the region's existing agricultural capacity by creating processing, packaging, and distribution infrastructure that does not currently exist for local producers. Today, many farmers are limited to selling raw products with few opportunities for value-added processing or direct access to larger markets. The Agriculture Learning Center will allow locally grown fruits, vegetables, and similar products to be processed locally and sold directly to consumers, schools, restaurants, and other institutional buyers, creating new revenue opportunities for producers while strengthening Northeast Tennessee's agricultural economy and building a more resilient local food supply chain.

Mayor Wolfe thanked Mr. Browning for his work pursuing these grants. With there being no further discussion Alderman Jenkins made a motion to approve the Agricultural Enterprise Fund grant award in the amount of \$499,999.00 as additional funding toward the construction

of the Agriculture Learning Center project. Alderman Dickson seconded the motion. The motion duly passed.

 GRANT CONTRACT (cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)					
Begin Date 8/17/2026		End Date 8/16/2028		Agency Tracking # 32506-00627	
Edison ID					
Grantee Legal Entity Name Town of Jonesborough				Edison Vendor ID 4087	
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number			
Grantee's fiscal year end 12/31					
Service Caption (one line only) A grant through the Agricultural Enterprise Fund under Delegated Authority, Edison ID 91148					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027	499,999.00				499,999.00
TOTAL:	499,999.00				499,999.00
Grantee Selection Process Summary					
☒ Competitive Selection		Competitive grants based on scorecard criteria			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GR		
Speed Chart (optional)		Account Code (optional)			

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF AGRICULTURE
AND
TOWN OF JONESBOROUGH

This Grant Contract, by and between the State of Tennessee, Department of Agriculture, hereinafter referred to as the "State" and Town of Jonesborough, hereinafter referred to as the "Grantee," is for the provision of a grant through the Agricultural Enterprise Fund under Delegated Authority, Edison ID 89282, as further defined in the "SCOPE OF SERVICES."

The Grantee is a government agency.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID: 4087

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall complete one or more activities under the Agricultural Enterprise Fund. Activities must demonstrate an impact on local farm income, access to markets, increased capacity of an agribusiness, or foster agricultural innovation. These activities may include, but are not limited to: expansion of an existing agribusiness, creation of a new agribusiness, value-added processing of Tennessee agricultural commodities, fostering invention of and adoption of agricultural innovation.
- A.3. The Grantee will complete the activity(ies) in accordance with the specifications listed in the Grantee's proposal, which is Attachment A to this contract.
- A.4. The Grantee will submit project reports to measure the impact of the grant on the applicant as well as on the local economy and must agree to work with the Department of Agriculture to track the success of the project and to monitor adherence to the requirements in the application and proposal. The reports are due at the six-month, twelve-month, eighteen-month, and ending/close-out points of the project. The close-out report must be accompanied by the supplied attestation statement (Attachment C) confirming that the project has been completed as planned.
- A.5. Grantees must utilize equipment and structures reimbursed with cost share funds for the intended purpose of the program for a minimum of five (5) continuous years from date of purchase. Utilization will be monitored by a Departmental verification process.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

the State grant proposal solicitation as may be amended, if any;

the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

- A.7. The Grantee shall include reference to the Department of Agriculture's website, www.tn.gov/agriculture, in all printed and audio visual materials produced with these grant funds.
- A.8. Grantees are required to credit the "Agricultural Enterprise Fund" in all publications, documents, audiovisuals, signs, labels, promotions, and other products and services prepared under this grant agreement. Grantee will inform its membership, customers, and the general public that funding for the activity(ies) was provided by the Agricultural Enterprise Fund.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on August 17, 2026 ("Effective Date") and ending on August 16, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed four hundred ninety-nine thousand, nine hundred ninety-nine dollars (\$499,999.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State only once, at the conclusion of the project and subsequent to completion of all eligible grant expenditures and to submission of the close-out report, with all necessary supporting documentation, and shall submit such to:

Rachel L. Sullivan
Tennessee Department of Agriculture
P.O. Box 40627
Nashville, TN 37204
615-837-5336
Fax: 615-837-5194
rachel.l.sullivan@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Agriculture, Business Development Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Rachel L. Sullivan
Tennessee Department of Agriculture
P.O. Box 40627
Nashville, TN 37204
615-837-5336
Fax: 615-837-5194
rachel.l.sullivan@tn.gov

The Grantee:

Kelly Wolfe, Mayor
123 Boone St
Jonesborough TN 37659
GRosenoff@jonesboroughtn.org
423-753-1030

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination or suspension, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17")

in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars (\$1,000,000) shall apply.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.
- The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.
- All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the audit report to the State contact: Rachel Sullivan
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when

procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the

remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under

state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

TOWN OF JONESBOROUGH:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF AGRICULTURE:

ANDY HOLT, COMMISSIONER

DATE

The next item under New Business was discussion and possible action concerning the Agricultural Learning Center Project. Mr. Bob Browning has sent update memorandums to the BMA updating them on the progress of the ALC. The most recent update included an estimated total funding to date at \$1,501,999.00 including the recent grant award notice of \$499,999.00 from the Agricultural Enterprise Fund. Included in Mr. Browning's most recent update was information regarding strong potential donations from Farm Credit initiated by our strong agriculture advocate and partner Dana York Ensor. Total funding is still being discussed but according to Mr. Browning, Farm Credit is applying their entire East Tennessee support funding toward ALC. William Burriss, BurWil Construction, has been the contractor representative on the new Jonesborough School project, including much of the exterior improvements to the school property.

In consultation with our Town Attorney, Jim Wheeler, the Town's preferred path forward is to execute a change order to the school project for the use of the \$258,188.00 that BurWil Construction was paid as part of the school project and is now making available to support construction activities associated with the ALC project. This is just over \$8,000.00 more than estimated when the last memorandum from Mr. Browning was sent to the Board. Mr. Burriss has provided the following Scope of Work to use the existing funds designated for the ALC project. Also included as part of the project from Mr. Burriss is the scope of work that is not included in Phase 1 building and can be added in a successive construction phase to Phase 1. Mr. Burriss broke out a Phase 1 for the ALC equal to \$1,507,000.00 with a Phase 1 estimate summary. Scope of work for Phase 1 and a successive construction phase are detailed below:

- Grade the site for the building pad
- Install all under slab plumbing and electrical rough-in for the building
- Install the concrete foundations and slab on grade
- Install the concrete greenhouse walls and coolbot
- Install the walk-in cooler (cooler purchased by owner)
- Install the timber frame building
- Install all wood framing
- Install all hollow metal door frames in all of the framed walls. Please note that the wood door material cost is included, but wood doors would not be installed until the building is conditioned
- Install the complete roof system
- Install all exterior trim and spray insulation
- Install exterior hollow metal and barn doors
- Install the greenhouse polycarbonate panels
- Install AL storefront windows (excluding window operators)

- Install HVAC VE system for all areas except the kitchen and classroom
- Includes \$41,150 allowance for building plumbing rough-in (walls, ceilings)
- Includes \$41,150 allowance for electrical rough-in (walls, ceilings)
- We assume that the building permit cost will be waived by the town
- The cost for the Phase 1 work is \$1,507,000
- Please note that the total savings for the previous project is \$258,188.

The following scope of work is not included in the Phase 1 building and can be added in a successive construction phase:

- All site utilities
- Cistern and rain leader system
- Grease trap
- Sidewalks, ramps, steps and handrails
- Asphalt striping
- Seeding and landscaping
- PV (solar) panels
- Complete HVAC system for entire building
- Complete plumbing rough-in and fixtures
- Complete electrical rough-in, power, fire alarm, and light fixtures
- Drywall and batt insulation
- All interior finishes to include polished concrete, flooring / tile, painting, and interior trim
- All specialties and toilet accessories
- Window operators (if needed)
- Louvers and vents
- Power company charges (assume they can be paid by the owner directly)

Town Administrator Glenn Rosenoff will be working with town departments to review the scope of work beyond Phase 1 to identify areas of cost savings to utilize our force-account labor for parts of the project. Force-account labor has been a tradition in Jonesborough to have the town perform part of projects using our own employees and equipment to reduce project expenses. With additional project funds supporting material costs can be leveraged with town labor and equipment to reduce certain construction activities for the project.

With no further discussion Alderman Countermine made a motion to approve the Change Order to the Jonesborough School Project from ClarkNexsen in the amount of \$1,507,000.00 to move forward with BurWil Construction to complete Phase 1 of the Agriculture Learning Center Project. Alderman Dickson seconded the motion. The motion duly passed.

 **AIA**®

Document G701® – 2017

Change Order

PROJECT: (Name and address) Jonesborough K-8 School / Agricultural Learning Center Jonesborough, TN	CONTRACT INFORMATION: Contract For: General Construction Date: 10/1/2021	CHANGE ORDER INFORMATION: Change Order Number: 03 Date: 9/11/2026
OWNER: (Name and address) Town of Jonesborough 123 Boone Street Jonesborough, TN 37659	ARCHITECT: (Name and address) Clark Nexsen 301 College Street Suite 300 Asheville, NC 28801	CONTRACTOR: (Name and address) BurWil Construction Company, Inc PO Box 637 620 Locust Street Bristol, TN 37621

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
The Contractor shall provide a credit to the Owner in the amount of \$258,188 for unused funds associated with the previous project, reducing the Contract Sum from \$35,000,000 to \$34,741,812.

The Contract Sum is then increased by \$1,507,000 for Phase 1 construction of the Agricultural Learning Center (ALC), increasing the Contract Sum to \$36,248,812.

For the ALC Project Component only, the Contractor's compensation shall be based on a fee of 7.0% plus 1.7% overhead. This fee structure shall apply exclusively to the ALC Project Component and shall supersede the fee provisions otherwise applicable to that portion of the Work.

The original Contract Sum was	\$ 35,000,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 35,000,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,248,812
The new Contract Sum including this Change Order will be	\$ 36,248,812.00

The Contract Time will be increased by three-hundred (300) days.
The new date of Substantial Completion will be 300 days from notice to proceed for the ALC.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Clark Nexsen, Inc ARCHITECT (Firm name)	BurWil Construction Company, Inc. CONTRACTOR (Firm name)	Town of Jonesborough OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
Aaron Bruno, AIA	William C. Burris III, CFO	Glenn Rosenoff, CMFO / Town Administrator
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
9/11/2026 DATE	DATE	DATE

Estimate File: WB Jonesborough ALC Building Phase 1 REVISED 4SEP26.est - ALC - Jonesborough, JONESBOROUGH, TN

Estimator:
Primary Project Qty: 4876 SQFT
Estimate UM:Imperial

Sort Sequences: 1. Section
2. Cost Code
3. Not Used
4. Not Used

Partial Report

Taxes & Insurance AND Indirects are included in the Item Total \$ column.

2:38:32PM

9/9/2026

Description		TOTAL COST				Item Total \$
		Labor \$	Material \$	Sub \$	Equipt \$	
GENERAL CONDITIONS		\$52,856	\$2,450	\$12,075	\$35,561	\$137,417
TEMP. FACILITIES & CONTROLS				\$1,750		\$1,922
TEMP. BARRIERS & ENCLOSURES		\$650	\$650			\$1,794
GENERAL GRADING				\$13,500		\$14,827
SOIL TREATMENT				\$700		\$769
FOUNDATION DRAIN				\$1,875		\$2,059
TEMPORARY ROADS		\$150	\$3,150		\$150	\$4,195
CONCRETE SUBCONTRACTOR				\$88,807		\$97,538
REINFORCING STEEL		\$975	\$3,900		\$39	\$6,259
REBAR-ACCESSORIES			\$250			\$301
COLUMN FOOTINGS		\$190	\$2,773	\$665	\$469	\$4,883
FLOOR SLAB ON GRADE		\$333	\$40,845		\$6,388	\$58,746
CONCRETE CURB		\$851	\$313			\$1,700
COOLBOT BELOW GRADE WALL			\$417			\$503
MISC. STEEL INSTALLATION		\$1,090	\$924			\$2,808
GENERAL CARPENTRY		\$2,500	\$2,640			\$7,068
ROUGH HARDWARE			\$7,500			\$9,040
WOOD FRAMING			\$49,449	\$5,662		\$65,824
WOOD FRAMING SUBCONTRACTOR				\$105,000		\$115,323

Page 1

Estimator:
Primary Project Qty: 4876 SQFT
Estimate UM:Imperial

Sort Sequences: 1. Section
2. Cost Code
3. Not Used
4. Not Used

Partial Report

Taxes & Insurance AND Indirects are included in the Item Total \$ column.

2:38:32PM

Estimate File: WB Jonesborough ALC Building Phase 1 REVISED 4SEP26.est - ALC - Jonesborough

9/9/2026

Description		TOTAL COST				Item Total \$
		Labor \$	Material \$	Sub \$	Equipt \$	
HEAVY TIMBER FRAME BLDG				\$264,462		\$290,462
WOOD SIDING			\$37,238	\$14,570		\$60,888
WOOD CEILING						
BITUMINOUS DAMPPROOFING		\$240	\$90			\$481
BUILDING INSULATION				\$6,900		\$7,578
VAPOR BARRIERS		\$875	\$1,700			\$3,409
METAL ROOFING				\$106,000		\$116,421
JOINT SEALERS				\$7,500		\$8,237
METAL DOORS & FRAMES		\$1,220	\$49,084			\$61,062
WOOD DOORS		\$1,750				\$2,720
BARN DOOR				\$5,500		\$6,041
ALUM. ENTRIES & STOREFRONTS				\$130,778		\$143,835
AL COLUMN CAPS				\$2,600		\$2,858
WALK-IN COOLER INSTALL				\$3,500		\$3,844
GREENHOUSE POLYCARBONATE		\$2,800	\$7,660		\$700	\$14,354
PLUMBING				\$109,446		\$120,206
H.V.A.C.				\$80,700		\$88,634
ELECTRICAL				\$41,150		\$45,196
POWER COMPANY CHARGES						
Phase 1		\$66,480	\$211,032	\$1,003,140	\$43,287	\$1,507,001
ESTIMATE TOTALS		\$66,480	\$211,032	\$1,003,140	\$43,287	\$1,507,001

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The next item on the agenda was discussion and possible action concerning an amendment to the Jackson Theatre Board membership ordinance. In September 2024, the BMA approved the amendment to the Jonesborough Municipal Code, Title 1 by adding Chapter 23, Jackson Theatre board. The Jackson Theatre Board (JTB) was initially established with five members to provide a manageable advisory body while town Staff and the JTB helped to develop operating procedures, extensive programming, rentals, sponsorships, marketing and economic analytics, and professionally led strategic planning sessions to gain experience overseeing the theatre. After two years of operation, the proposal to increase to seven members is appropriate based upon the theater’s growth, expanded programming, increased community involvement, and the need for broader representation and expertise. Increasing membership to seven members after two years would provide several benefits:

- Broader community representation by allowing additional perspectives from community stakeholders.

- Additional expertise in areas such as theater operations, fundraising, marketing, finance, historic preservation, events, and economic trends.
- Greater workload capacity as programming, events, fundraising, and operational responsibilities increase.
- Greater financial oversight and aid in developing new revenue sources.
- Provide additional community connections in identifying more grant opportunities.
- Additional board participation to protect the town’s financial and economic interests.

One major driving force to increase membership is the economic justifications through the theater’s continued economic impact. In two years, the theater has generated economic activity beyone ticket sales or rentals, as it acts as a catalyst for local commerce, tourism, and job creation. When people attend shows, they often spend additional money downtown and the surrounding area, on dining, retail, and other services. The experience at the theater reverberates in the community far beyond its walls.

The proposed new composition does continue to consist of a member of the Board of Mayor and Aldermen, adds a provision of a designee, selected by the Board of Mayor and Aldermen, to serve the Jackson Theater Board and provide the important connection between the theater and Town elected leadership to foster effective communications and accessing public resources.

The Jackson Theatre Board Mission Statement is: The Jackson Theatre exists to enrich quality of life through the arts and entertainment by inspiring generations to build their own story and by fostering cultural preservation and economic development.

The current membership created the Mission Statement and exemplified the Mission. The membership has gelled establishing a great working relationship, developing trust, have proven board effectiveness, and have demonstrated how effectively the theater performs under their leadership. While the original five created the foundation, the additional two members will bring new expertise, relationships, ideas, and value.

Alderman Causey made a motion, seconded by Aldermen Jenkins, to approve the ordinance amending the Jonesborough Municipal Code Title 1, Chapter 23, Section 1-1703, Composition, Appointment, Membership, and Terms on First Reading as presented. The motion duly passed.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE JONESBOROUGH MUNICIPAL CODE TITLE 1
CHAPTER 23 SECTION 1-1703 JACKSON THEATER BOARD**

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

SECTION 1. That the Jonesborough, Tennessee Municipal Code, Section 1-1703 be amended regarding the Composition, Appointment and Membership and to read as follows:

1-1703. Composition, appointment, membership, and terms.

1-1703. Composition, appointment, membership and terms. The Jackson Theater Board shall be composed of five (5) members. The membership of the Jackson Theater Board may be increased to no more than seven (7) members. One (1) member shall be a member of the Board of Mayor and Aldermen or a designee, selected by the board. The term of the member of the Board of Mayor and Aldermen shall be coterminous with the term of office of the mayor or alderman whom such member represents. The term of the designee member shall be four (4) years. The remaining six (6) positions on the Board will be made up of members of the community that are interested in carrying out the purpose and duties of the Jackson Theater Board as established by the Board of Mayor and Aldermen. Those positions will be filled by a recommendation for the position being made by the Jackson Theater Board and an appointment of a member then being made by the Board of Mayor and Aldermen. Any application process adopted by the Board of Mayor and Alderman for volunteer appointments will be followed. The terms of the six (6) appointed members shall be three (3) year terms and may be extended to another (3) years at the BMA’s discretion with or without a recommendation from the Jackson Theater Board. Any vacancy in the appointed membership shall be filled for the unexpired term by the Board of Mayor and Aldermen after requesting a recommendation from the Jackson Theater Board. The Board of Mayor and Aldermen shall have the power to remove any board member, at their discretion at any time with or without cause.

SECTION 2. This ordinance shall take effect from and after its final passage, the public welfare 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 under New Business was discussion and possible action concerning the Jackson Boulevard Median Landscape Plan. The concept plan was developed thoroughly through collaboration between the Operations Manager, the Open Spaces Coordinator, the Parks and Recreation Director, and Mayor Wolfe. The plan proposes an updated landscape design for the medians along Jackson Boulevard, from Weigels on the east end to Persimmon Ridge on the west, introducing refreshed, drought tolerant plants intended to improve appearance and long-term durability. The plan was presented to the Tree and Townscape Board on August 25th and was duly passed. The plan was presented as a concept only. No funding source currently exists to complete the project, and no completion timeline has been established. Staff will need to develop financial projections, and this is more than likely a multi-year, phased project built to work within the constraints of the year-over-year budget.

Once the conceptual plan is approved, staff will work on a budget projection median by median. As an initial first step, staff recommend updating the current landscaped medians that run east from Boone Street to just past Weigels. Because these medians are already established, this would allow staff to beta test several of the new plant varieties before they are introduced on the larger, currently un-landscaped medians planned for the corridor headed west of town. It will also allow staff to use plants removed on the east end in the west end median plan, which will result in some savings.

Alderman Countermine noted that Open Space Coordinator Sunny Ezell presented the plan to the Tree and Townscape Committee and did a great job. With no other discussion Alderman Jenkins made a motion, seconded by Alderman Countermine, to approve the Jackson Boulevard Median Landscape Plan as a concept and direct staff to proceed with developing cost estimates and a phased implementation plan, beginning with a beta planting phase on the currently landscaped medians between Boone Street and Weigels. The motion duly passed.

The next item on the agenda was discussion and possible action concerning the Courthouse Square Lease Agreement. Mayor Wolfe recused himself from the conversation and vote. The meeting was turned over to Vice Chair Adam Dickson. The Town received a request from Troy Boane, prospective tenant and current owner of Jackson's Prime restaurant located downtown, requesting a lease be considered on a portion of publicly owned space to be utilized for outdoor dining for a restaurant being located at 109 Courthouse Square. The lease agreement provides in-depth detail of the proposal. A survey completed by McCoy Land Surveying identifies 1100.1 square feet of open space owned by the Town, situated along Dogwood Lane, and abutting 109 Courthouse Square. The proposed lease agreement is between the Town of Jonesborough Board of Mayor and Aldermen, owners of the open space along Dogwood Lane and Wolfe Development GP, owners of 109 Courthouse Square adjoining the open space. The current building has been utilized as different restaurants over decades. Outdoor dining has occurred in front of the

storefront in the past, and outdoor dining has in the past been located within the Open Space area under consideration.

The Board of Mayor and Aldermen should consider leasing a designated portion of Town-owned open space to a downtown restaurant for outdoor dining as a strategic downtown revitalization and economic-development initiative. The desire from the public to have more restaurants located downtown to provide choice is relevant, and restaurants with available outdoor dining spaces are a great amenity.

The proposed lease would provide productive use for an otherwise underutilized public space while creating an attractive and active gathering area within the downtown district. Outdoor dining can contribute to a more vibrant pedestrian environment, encourage people to spend additional time downtown, and complement existing businesses, events, and public spaces. Additionally, the owner will be providing for ADA access to the front of the building for the first time in the history of the building's existence. The Town promotes our historic downtown and visitor-oriented activities, and as such outdoor dining can enhance the experience of residents and visitors. A well-designed dining area, which is being proposed, would complement downtown architecture, streetscapes, festivals, shopping, and other community activities. A lease provides the Town with a reasonable financial return for the private use of public property while maintaining public ownership of the property, including increased sales tax and alcohol tax revenues. The lease establishes Lessor and Lessee responsibilities, with major improvement responsibilities by the Lessee. Overall, the lease provides a controlled use of the town owned property, protects the public interest based on controlled use of the open space area, establishes a standard for responsible use of the open space, and is viewed as a downtown economic development and placemaking initiative creating additional activity, pedestrian traffic, and vibrancy in our historic downtown district.

Tory and Lindsey Boane addressed the BMA and explained how blessed they are to live and own a business in Tennessee's oldest town. Mr. Boane stated that the tax base they have provided the town through their Jackson's Prime business has been lucrative. From September 1, 2025 through September 1, 2026, Jacksons Prime has collected a total of \$325,573 for the state. Broken down, 7% goes to the state, 2.75% or \$64,000 stays in the local community, and liquor tax revenue is collected at 15% on all drinks sold totaling \$82,551. Mr. Boane stated that half of the liquor tax stays locally. Mr. Boane stated that having restaurant options downtown brings consumers downtown, but more options are needed to create more synergy for people to have dining options. 109 Courthouse Square is a smaller space and needs to have a patio outside to make the numbers work as well as providing options for dinners. Mr. Boane stated that the pricepoint for the planned restaurant is lower than Jackson's Prime, and they plan to be open seven days a week. He stated that there is a lot of foot traffic in that area with parking being available behind the courthouse and to have that vacant land beautified will be a win. Dr. Kennedy, advisor to the HZC, commented that he has reviewed the lease and the space development plan and is in support of the project. Dr. Kennedy stated that one of the purposes of the Historic Zoning Commission is to strengthen the economy of the town and to be sure from a design perspective that any new development is compatible to the surrounding area and this projects meets those criteria points. Dr. Kennedy recommends the BMA approve the lease agreement be approved.

Vice Chair Adam Dickson asked if a motion was in order. Alderman Causey made a motion, seconded by Alderman Jenkins, to approve the lease agreement between the Town of Jonesborough Board of Mayor and Aldermen and Wolfe Development GP as presented. Discussion: Vice Chair Dickson stated that we are establishing a precedent in approving a lease agreement. Government is responsible for establishing a climate to allow the private sector to thrive, and we should want business to succeed. It is important that we set parameters via policy. Alderman Jenkins stated that during the pandemic he added chairs and tables to the alleyway next to his business and there is no going back. Consumers enjoy the option to set outside. With this change Alderman Jenkins stated that offering outdoor seating changed his business and has easily increased business by 20%. Alderman Countermine thanked the Boane's for choosing Jonesborough, and thanked them for the continued sponsorship of many local programs that Jackson's Prime continues to participate in. Alderman Causey stated that we have seen the quality of work completed by Wolfe Development and this project would definitely be an improvement. With no further discussion Vice Chair Dickson called for the vote. The motion duly passed.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into the ___ day of September 2026 by and between the Town of Jonesborough Board of Mayor and Aldermen, owners of the open space along Dogwood Lane and described below hereinafter called the LESSOR and Wolfe Development GP the owners of 109 Courthouse Square adjoining the open space referenced above in Jonesborough, Tennessee, hereinafter called the LESSEE.

The Jonesborough Board of Mayor and Aldermen having found that it is in the public interest to enter into this Lease Agreement for economic and community development purposes and to compliment other projects in downtown Jonesborough and for the improvement of the area known as "Dogwood Lane" along the banks of Little Limestone Creek do enter into this Agreement.

WITNESSETH:

That for and in consideration of the annual rental hereinafter set forth, and the conditions and natural covenants hereinafter contained, the LESSOR does hereby let, lease and demise unto the LESSEE the hereafter described property, situate, lying and being in the 15th Civil District of Washington County, Tennessee, hereinafter referred to as the PROPERTY and more particularly described as follows:

The 1101.1 Sq. Feet, 0.03 Acres+/-, Open Space identified on attached survey by McCoy Land Surveying titled "Open Space Area Mayor & Alderman of Jonesborough dated 8/31/2026 and further described as parcel 018.01 of Washington County Tax Map 060A, Group F, and associated with adjacent parcel 019.00 of Washington County Tax Map 060A, Group F, located at 109 Courthouse Square in downtown ("Business") Jonesborough, Tennessee.

EFFECTIVE DATE and TERM: This lease will take effect as of the 15th day of September 2026 and will terminate 15th day of September 2046, unless sooner terminated under the provisions herein.

GENERAL PROVISIONS:

- The Property shall serve as an outdoor dining area for the future restaurant business in connection with the property. Any other use of the property under this lease will require written approval of the Lessor.
- The primary use of the Property will include consumption of beverages and/or food served in connection with the business.
- For purposes of this Agreement, "outdoor dining" shall include an exterior area designed and used in connection with a restaurant for the seating and service of patrons. Such area may include tables, chairs, benches, umbrellas, approved shade structures, roofing and/or other exterior improvements, planters, landscaping, decorative fencing or screening, patio surfaces, lighting, outdoor heating elements, accessibility improvements, and other similar features customarily associated with an outdoor restaurant dining area. Any permanent structures, improvements, utilities, signage, or other improvements to the Property shall be subject to all applicable Town approvals, codes, ordinances, and permitting requirements.

RESPONSIBILITY OF LESSEE:

The Lessee shall be responsible for the following:

1. Providing all furnishings, signage, plant materials, and construction materials and labor to implement the outdoor dining plan.
2. Within a reasonable time, undertaking the implementation of the plan for the Property based on the outdoor dining plan, which is accepted by both parties and added as an attachment to this Agreement.
3. Obtaining approval from the Historic Zoning Commission (HZA) of any components that requires HZA approval and prior to implementing the outdoor dining plan.
4. Remove the birch tree which is in the area to be developed for outdoor use as identified by the Parties upon execution of the Lease.
5. Will retain signage currently existing and accommodate updating and replacement of like-signage by the Lessor naming the walkway/sidewalk across the property for Doug Newton.
6. On-going maintenance and care of the Property including:
 - a. Maintenance and upkeep of the outdoor dining area to prevent any injury or an unacceptable appearance.
 - b. Watering, pruning, fertilizing and general care of plant material, including mowing.
7. On-going maintenance and care of additional property owned by the Mayor & Aldermen of Jonesborough contiguous with the Property, and identified as parcel 025.00 of Washington County Tax Map 060A, Group F, including:
 - a. Watering, pruning, fertilizing and general care of all plant material, including mowing if needed, however maintenance and care of the creek itself and the

banks immediately adjacent to the creek is NOT the responsibility of the LESSEE.

RESPONSIBILITY OF LESSOR:

The Lessor shall be responsible for the following:

1. Provide assurance that the LESSOR is the owner of the property leased to the LESSEE, as identified on the survey titled "Open Space Area Mayor & Alderman of Jonesborough.
2. Repairing and maintaining the town-owned sidewalk, known as Dogwood Lane, from Fox Street to Courthouse Square during the term of the lease.

RENT:

In consideration of the leasing of the above-described Property, LESSEE shall pay LESSOR, as in-kind consideration in lieu of monetary rent, by assuming full responsibility for the maintenance, upkeep, and care of all of parcels 018.01 and 025.00, including all areas comprising such parcels, for the duration of this Lease, and with other considerations as set forth within this lease.

LIABILITY/HOLD-HARMLESS:

The LESSEE shall execute a Hold-Harmless policy, releasing the LESSOR of liability for activities undertaken by the LESSEE on or within the Property and the additional parcel 025.00. The LESSEE shall also provide proof of a liability policy with a minimum single claim protection of up to \$1,000,000 and listing the LESSOR as "other insured" on the policy.

TERMINATION:

Upon termination, all permanently placed plant material and other permanent components shall become the property of the LESSOR. LESSEE will at the request of LESSOR return the property to a similar condition as at the beginning of this lease, including removal of all structures requested by the LESSOR within 90 days of the termination of the lease.

DEFAULT:

At any time during the term of this lease, the LESSEE does not meet the minimum expectations for proper maintenance and appearance of the Property, including the additional parcel 025.00, the LESSOR may provide written notice to the LESSEE of an intended declaration of default. Said Notice of Forthcoming Default shall indicate the area(s) needing improvement and providing forty-five (45) days to make the necessary corrections. If the LESSEE has not taken adequate corrective action or submitted a corrective plan that is acceptable to the LESSOR, which approval not

being unreasonably with-held, within 45 days from the receipt of the Notice, the LESSOR has the authority to immediately terminate the lease.

IN TESTIMONY WHEREOF, the Parties have hereunto set their hands and seals on this the ____ day of September 2026, binding themselves, representatives, successors and assigns.

LESSOR:

Board of Mayor and Aldermen

By: _____
Adam Dickson, Vice-Mayor

LESSEE:

Wolfe Development GP

By: _____
Jennifer Wolfe

ATTEST:

By: _____
James R. Wheeler, Town Attorney

Vice Chair Dickson handed the meeting back over to Mayor Wolfe. The last item on the agenda was discussion and possible action concerning the Town Hall Parking Lot expansion project. As staff and the town has grown over the years, the parking lot has not, creating a lack of parking at Town Hall. Staff have been working with Todd Wood to develop a plan for additional parking. The plan will require the removal of the current trees that run parallel with the parking lot, between Town Hall and the gas station. The proposal for the new parking lot would be to remove those trees and replace them with more appropriate trees and landscaping. Operations Manager Craig For provided a cost estimate for the project:

- 835 Feet of extruded curb at \$20/ft. = \$16,700.00
 - 16,800 Square feet of 6” deep crusher/run stone – 9 tons = \$275.00
 - 16,400 Square feet of 2” deep asphalt binder – 9 tons = \$900.00
 - 16,000 Square feet of 1.5” deep D-Mix asphalt – 7.5 tons = \$975.00
 - 190 feet of 12” HDPE storm pipe = \$1,585.00
 - 1) 2-foot x 2-foot x 3-foot deep storm inlet = \$625.00
 - 1) Concrete wing wall = \$495.00
- Total Project Cost = \$21,555.00

This project was not budgeted for in the current budget. Mr. Ford stated that the project can be funded utilizing the Street Department’s current budget, or paving line item from the capital projects, or a combination of both. This expansion project will add 45 parking spots. The site preparation work will be completed by the Street Department and the County will do the paving. Alderman Causey requested that a sidewalk be added to the back of the parking lot to allow people to walk straight out of the parking lot towards Town Hall without having to

KELLY WOLFE, MAYOR