

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

**MEETING NOTICES**

**MONDAY, OCTOBER 16, 2023**

**7:00 PM**

**PUBLIC COMMENTS REGARDING AGENDA ITEMS**

Members of the public wishing to speak concerning any item on the agenda during the Public Comment period must sign up by calling the Town Administrative Office at 423-753-1030 with their name, address, and subject about which they wish to speak no later than 2 hours before the meeting if the meeting occurs during normal business hours or by 4:45 p.m. the day of the meeting if the meeting occurs after hours. Otherwise, such member of the public must sign in at the location of the meeting, prior to the beginning of the meeting, by seeing the Town Recorder at meetings of the Board of Mayor and Aldermen, or the secretary or staff of any board, commission or committee constituting any other governing body under this resolution.

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

**PUBLIC HEARING**

1. Amend the Town of Jonesborough Municipal Code, Title 11, Entitled "Planning and Zoning" by Deleting Section 11-516B of Chapter 5 in its Entirety and Replacing with a new Section 11-156B
2. Amend the Town of Jonesborough Municipal Code, Title 11, Entitled "Planning and Zoning" by Deleting Section 11-517D of Chapter 5 in its Entirety and Replacing with a new Section 11-157D

**REGULAR MEETING**

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

## **CONSENT AGENDA**

1. Approval of Minutes
2. Approval of Bills
3. Town Administrator Report
4. Operations Manager Report
5. Committee Reports
6. Supervisor Reports
7. Report on Debt Obligation:
  - a. Bond Anticipation Note, Series 2023
  - b. Capital Outlay Note, Series 2023
8. Update Rental Agreement – Leeboy Paver
9. Outdoor Use Permit for Crystal Raven, 103 East Main St

## **AGENDA**

1. Financial Report
2. Communications from the Mayor
  - a. Committee Appointments
  - b. Employee of the Month
3. Citizen Comments
4. Aldermen Communications
5. Town Attorney Comments
6. **OLD BUSINESS**
  - A. Discussion and possible action concerning second and final reading of an Ordinance amending the Town of Jonesborough Municipal Code, Title 11, Entitled “Planning and Zoning” by Deleting Section 11-516B of Chapter 5 in its Entirety and Replacing with a new Section 11-156B
  - B. Discussion and possible action concerning second and final reading of an Ordinance amending the Town of Jonesborough Municipal Code, Title 11, Entitled “Planning and Zoning” by Deleting Section 11-517D of Chapter 5 in its Entirety and Replacing with a new Section 11-157D

## 7. **NEW BUSINESS**

- A. Discussion and possible action concerning approval of Amendment #2 to the Community Development Partners, LLC, Consulting Contract for the ARPA Funding;
- B. Discussion and possible action concerning approval to submit an application and agreement to participate in the State of Tennessee Local Government Investment Pool (LGIP);
- C. Discussion and possible action concerning approval of a Property Agreement for Drainage Work at 260 East Main Street;
- D. Discussion and possible action concerning approval of a Resolution to Extend and Renew the Series 2022 Note Through the Issuance of that Certain Not To Exceed \$10,000,000 General Obligation Bond Anticipation Extension Note, Series 2023, Jonesborough K-8 School Project;
- E. Discussion and possible action concerning approval of an Initial Resolution Authorizing the Issuance of a Not To Exceed \$1,200,000 General Obligation Bond to complete the Jackson Theatre Project
- F. Discussion and possible action concerning approval of a Resolution to Extend and Renew the Series 20221 Note Through the Issuance of that Certain Not To Exceed \$2,832,100 General Obligation Bond Anticipation Extension Note, Series 2023, Jackson Theatre Project;
- G. Discussion and possible action concerning first reading of an Ordinance, Title 10 Offenses-Miscellaneous, creating a new Chapter 4-Parks, Green Spaces, Trails, and Public Property;
- H. Discussion and possible action concerning approval of a Resolution of the Jonesborough Water Department Amending "The Town of Jonesborough Water Conservation Resolution" Section 7;
- I. Discussion and possible action concerning approval of the bid for Tiger Park Accessories;
- J. Discussion and possible action concerning approval of Resolutions for Tiger Park and Jonesborough K-8 School Project;
- K. Adjournment.

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

*Consent Agenda*

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 1

SUBJECT: Approval of Minutes

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Attached for BMA approval are the minutes of the following BMA meetings:

- June 12, 2023 – Regular Meeting
- June 26, 2023 – Called Meeting
- June 30, 2023 – Called Meeting
- July 10, 2023 – Regular Meeting
- August 2, 2023 – Work Session
- August 7, 2023 – Regular Meeting
- September 11, 2023 – Regular Meeting

BOARD OF MAYOR AND ALDERMEN

REGULAR MEETING

JUNE 12, 2023

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, June 12, 2023, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Chuck Vest called the meeting to order. Alderman Dickson led the group in an opening Prayer, and Jim Wheeler led the pledge to the Flag.

Upon call of the roll those present were: Mayor Chuck Vest, Alderman Virginia Causey, Alderman Terry Counterline, and Alderman Adam Dickson. Alderman Kelly Wolfe was absent. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Robert Anderson, Operations Manager Craig Ford, and Town Attorney Jim Wheeler.

The next item was the Consent Agenda. Mayor Vest asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda. There were none. Alderman Causey made the motion, seconded by Alderman Dickson, and duly passed to approve the following items on the Consent Agenda:

1. Approve the following bills for payment:

**Insert Payment**

2. Approve the following Town Administrator Report:

**Insert Report**

3. Approve the following Operations Manager Report:

**Insert Report**

4. Approve the following Committee Reports: Jonesborough Board of Zoning Appeals, Jonesborough Planning Commission, and JRT Board of Directors.

5. Approve the following Supervisor Reports: Fire Department, Director of Special Events, Building Inspector, Director of Tourism and Main Street, Utility Manager, Water Quality Department, Water Distribution, Wastewater, Water Treatment Plant, Senior Center, Animal Control, Street Department, and Police Department.

6. Approve the adoption of Cyber Security Policy and Plan, as presented.

**INSERT POLICY**

7. Approve the Special Event Request Application from the Heritage Alliance for a "Taste of Tennessee" mini-festival sponsored by the Heritage Alliance of NE Tennessee & SW Virginia on September 24, 2023 from 12:00 PM to 5:00 PM to be held in the Washington County Library Parking Lot and to use the Visitor's Center restrooms as part of the festivities, and the parking lot reserved for vendors; and with the notation that the Proof of Insurance and Hold-Harmless Agreement are complete.
8. Approve the Special Event Request Application from the Heritage Alliance for "Constitution Week Bell Ringing" sponsored by Heritage Alliance and State of Franklin NSDAR for September 10, 2023 from 1:00 p.m. – 4:00 p.m., to be held at the Oak Hill School; and with the notation that the Proof of Insurance and Hold-Harmless Agreement are complete.
9. Approve the Special Event Request Application from the Jonesborough Genealogical Society for the "Washington County, Tennessee Heritage Fair" to take place on Friday, September 1, 2023 from 11:00 AM to 5:00 PM through Saturday, September 2, 2023 from 10:00 AM to 4:00 PM in various locations within the downtown area of Jonesborough, with setup scheduled for Thursday, August 31<sup>st</sup>, closing of Christopher Taylor Lane from Main Street to College Street; and with the notation that the Proof of Insurance and Hold-Harmless Agreement are complete.
10. Approve the Outdoor Use Permit for the Crystal Raven, 103 East Main Street, for the intended use of a display made of metal and wood for selling potted herbs and plants. And with the notation of the following: Proof of Insurance and Hold-Harmless Agreement are complete, a Certificate of Appropriateness has been issued by the Historic Zoning Commission, and the display will not interfere with the sidewalk and the sidewalk will remain ADA accessible.

The next item on the agenda was the approval of the Financial Report. Mayor Vest said the sales tax collections were still looking good with the March collections coming at \$43,000 over February. Mayor Vest asked the Aldermen if they had comments or questions. There being none, Alderman Causey made the motion to approve the Financial Report as presented. Alderman Countermine seconded the motion and it duly passed.

Communications from the Mayor was the next item on the agenda. Mayor asked Shane Atkins to come up to accept the Employee of the Month Award. Mayor Vest read the following:

*I would Like to nominate Fleet Dept Employee Shane Adkins for Employee of the Month. The Fleet Department is one of the smallest departments in the Town of Jonesborough, with only 3 technicians serving 16 departments with over 200 vehicles and engine powered equipment, our schedule is tight. Police vehicles are*

*replaced every so many years which requires new vehicles coming in and being sent to specialized "Upfitters" that install all the equipment and fixtures necessary to create a truly customized Cruiser for the Police and Fire departments. The budget was tight for the new vehicles and with a last-minute increase in prices by the "Upfitters", equipping all the new vehicles would put the Police Department over budget on the new Units. Matt Rice approached Shane asking if he thought he could do the upfitting for the new Police Fleet. Shane had been servicing the Police units already but hadn't upfitted a unit yet. He was given 2 units to prepare. Shane researched the necessary details online, and through a supplier of upfitter equipment and went to Washington Co. Sheriffs garage to clarify some questions he had about their units. He started slow and spent a few weeks doing the first car, then the second car went a little better. Along the way he improved the wiring design he was taught and came up with a better way to design the add on electrical system to support all the equipment to turn an Explorer into a Police unit. Shane completed 10-unit upfits saving \$1,500.00 each, adding up to \$15,000.00 in labor savings. He also saved the departments another \$1,600.00 in shop supply charges. Both combined 16,600.00 saved. Another benefit is he knows everything about upfit work and that makes him the expert on our Police and Fire units. In order to complete this task Shane worked overtime without complaint to complete this project on time. After the new units were completed, he also changed three Police unit into Fire units. A job well done! Submitted by: Steven Beckett, Fleet Maintenance Director*

Mayor Vest asked Shane Atkins if he had any comments. Shane Atkins stated that he was thankful for the award.

Mayor Vest said that Music-On-The-Square is going great this year, and Lincoln Park is a great addition to the community. Mayor Vest said Candace Kane is in town producing a movie titled, *Love in Story Town*, and will be filming in different locations in the downtown area.

Mayor Vest announced that there was a new business opening up in town, The Opossum's Tale Restaurant located on Fox Street. Mayor Vest asked staff to look at current overlay zone that mostly applies to Depot Street and Fox Street and evaluate that to see if we are handling the definition of beer correctly to address any changes in the State Ordinances, or do we need to develop a new overlay zone that addresses that issue. Mayor Vest said he would like to see if we have an updated overlay zone, or develop a new one to also include the potential for serving. Mayor Vest said he feels that is something we should study and discuss and also along the same lines have staff update our current Beer Ordinance to reflect the recent passed changes in the State dealing with beer. He said he is not that knowledgeable about beer and most of our Ordinances, in the State, always in the past has addressed beer that is under 5% alcohol, and now with the changes in the industry a lot of alcohol, that we know as beer, is greater than 5% alcohol. Mayor Vest asked the staff to look at that and get back with Board.

Citizens Comments was the next item on the Agenda. Mayor Vest asked if there were any citizens present that would like to comment at this time. Anne Mason, Executive Director of the Heritage Alliance, 212 East Sabin Ave, announced that they have found a mass grave from the 1873 cholera epidemic which was discovered under the wood line area of the old cemetery. Anne Mason said there is possibly fifteen to twenty individuals buried in the mass grave, there is no way to know exactly who it is, and they do have a list of most of the people who died during that epidemic. Ms. Mason said they would like to put up a temporary marker and then to work with Town to put up a permanent marker, that the Heritage Alliance would fund.

Allyson Wilkinson, 107 Sevier Ave, Regent for Jonesborough's State of Franklin DAR Chapter, announced the Flag Day Ceremony that will be held at 12:00 noon, June 14<sup>th</sup> at the flag pole at Town Hall, and Mayor Vest will be participating in the ceremony, and extended an invitation for everyone to attend.

Candace Kane said she makes wholesome, faith-based, faith friendly, conservative meaning, Christmas movies. Ms. Kane said she is from Long Island, New York, and since 2015 she has made 15 films, 3 television series which have 2 seasons, which is on Pure Flix, and her television show *Welcome to Hope* is currently in contention for the Emmy's and it is the first faith-based show from Pure Flix. Ms. Kane said it is a female film company, Gemelli Film, and she is the president and also the director/producer of *Love in Story Town*, and they are here filming exterior shots of Jonesborough. She said the story takes place in Jonesborough, and they are filming it in New York. Ms. Kane said they are offering business owners the opportunity to do what is called brand integration, and they will be filming in the morning at 8:30 in front of McLeod's Organics. The story is a Hallmark type a romantic movie and she anticipates it being released in the Spring of 2024.

Dana Helvey, 100 Woodrow Ave, expressed his concern in regard to the sale of the Herald & Tribune building, and even though it is a private enterprise paper, he feels the newspaper really belongs to this community.

Alderman Communications was the next item on the agenda. Mayor Vest asked the Aldermen if they had comments or questions, and no Alderman noted a comment.

Town Attorney Comments was the next item on the agenda. Town Attorney Jim Wheeler said no report this evening. Jim Wheeler said we may need to go into Executive Session a little later. Mayor Vest asked Town Attorney Jim Wheeler if the Board could go into executive session now for about five minutes. Jim Wheeler replied yes. Mayor Vest recessed the Board meeting, in order for the BMA to go into Executive Session. The Executive Session meeting adjourned, and Mayor Vest reconvened the regular BMA meeting.

The first item under New Business was approval to construct a new building for the Solid Waste and Street Departments that was deemed a total loss by the Town's insurance carrier (Public Entity Partners) who advised staff that the building had to be



completely removed from the site and a new building erected, or they would not insure it. The building was insured for \$217,070. Staff's recommendation is to enclose the shed and put Solid Waste in that building. The new building would house the Street Department and the Parks and Recreation Department in this facility and give them office space and a shop area to work out of because they have not had a facility of their own. The proposed size of a new building is 60-foot by 8-foot for the Street and Recreation departments, and place siding on the 50-foot by 200-foot shed for the Solid Waste Department. Town staff will be removing the structure from the site. The total expense of approximately \$208,000.00, we would have a balance of \$9,070.00 from the insurance payment. The estimated cost of the total project is \$285,000.00 and we have entered that into the FY2023-2024 budget. This will be \$77,000.00 for the office build outs and an additional \$69,930.00 in town funds. Mayor Vest asked the Aldermen if they had comments or questions. With there being none, Alderman Countermine made the motion, seconded by Alderman Dickson, to approve the construction a new 60-foot by 80-foot building for the Street Department and Recreation, and placing siding on the 50-foot by 200 foot shed for Solid Waste with the Staff's recommended plan to pay for the buildings. The motion was duly passed.

The next item on the agenda was the Jackson Theatre project. Mayor Vest asked the Aldermen if they had comments or questions. There being none, Alderman Countermine made the motion to approve using existing funds up to \$250,000 to cover Todd Hensley's initial expenses for the sound system and interior work until the additional loan funds are in place. Alderman Dickson seconded the motion and it was duly passed.

The next item on the agenda was first reading of an Ordinance Amending the Fiscal Year 2022-2023 Budget for the General and Drug Funds. Mayor Vest asked the Aldermen if they had comments or questions. There being none, Alderman Causey made the motion to approve on first reading the Ordinance amending the Fiscal Year 2022-2023 Budget for the General and Drug Funds, as presented. Alderman Countermine seconded the motion and it was duly passed.

## **INSERT ORDINANCE**

The next item on the agenda concerned the FY23-24 budgets for the General Fund, Solid Waste and Drug funds and setting the property tax rate. Mayor Vest read the following Ordinance caption: Ordinance No. B-23-01 An Ordinance of the Town of Jonesborough, Tennessee, Adopting the Annual General Fund, Solid Waste Fund and Drug Fund Budgets and Setting the Property Tax Rate for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024. Mayor Vest said our General Fund is a little over \$12,000,000 and the property tax we collect in Jonesborough really only covers \$2,000,000. Mayor Vest said he feels that \$2,000,000 property tax for a \$12,400,000 budget illustrates how efficient and cost-conscious the Town has been over the many years, using our own labor and prison labor and that is why we have built a pretty special place here on a shoe-string budget. Mayor Vest said that property tax only covered about 50% of what's needed to provide the services to our town and at the level our town desires. Mayor Vest said this year the Town finds us needing to find about \$500,000 in

additional revenue and this year it is a little bit different and it needs to come from local funds. He said its not borrowing from somewhere else, it's going to be using local funds, and that is where we find ourselves today. He said there are projects that we have to get done in Jonesborough this fiscal year which are very costly, as well as equipment that has to be purchased to maintain our town. Mayor Vest said in going back in looking back in 2011 the tax rate was \$1.28 and now we are looking at a \$1.45 which is still the lowest in the area. He said Erwin is \$1.53 unless they increase theirs too, Elizabethton just went to a \$1.65, Johnson City, Kingsport and Bristol are right at \$2.00, Greeneville is at \$2.46, so for Jonesborough to be at \$1.45 he thinks it tells us that for so many years how effective we have been spending money. Mayor Vest said we should finish this FY22-23 he is estimating that the local sales tax will finish at approximately \$2.8 million and that is a record for Jonesborough, and it is mandated by the State that we have to give half of that, \$1.4 million to the County school system. Town Administrator Glenn said the local option sales approximately will be \$2.8 million this fiscal year is half of the total which is basically \$5.6 million and half of that (\$2.8 million) goes to the education system. Mayor Vest called for a motion. Alderman Countermine made the motion, seconded by Alderman Dickson, to approve on first reading Ordinance No. B-23-01 of the Town of Jonesborough, Tennessee, Adopting the Annual General Fund, Solid Waste Fund and Drug Fund Budgets and Setting the Property Tax Rate for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024. The motion was duly passed.

#### **INSERT ORDINANCE**

The next item on the agenda concerned the garbage and refuse fees for FY23-24. Mayor Vest read the following Ordinance caption: Ordinance No. B-23-02 Setting the Garbage Collection Fees Within the Town of Jonesborough. Mayor Vest asked Town Administrator Glenn Rosenoff to comment. Glenn Rosenoff said Solid Waste is one of those departments that since the pandemic everything has gone up and one of the big things that we did last year was the level of retention and recruitment that we faced. Mr. Rosenoff said they look at where garbage collection and recycling program was. Mr. Rosenoff said it is very unique for a town to continue with curbside recycling, and its not to say that we are doing away with it, but it is more of a rarity today that it has been in the past, because places are looking at more regional approaches at hubs for collection. He said one thing about our garbage collection is that it not only includes trash pickup, but also includes junk pickup, leaf pickup, and brush pickup; and a lot of other places do not pick up junk. Mr. Rosenoff said this also positions us with our growth to look at the demands of the more homes and businesses that we have coming in which helps us to leverage a whole lot more this year. Mr. Rosenoff said looking at the future also leverages funds for the year based on all things going well, and it also leverages to where we invest in ourselves for when we do need a new garbage truck or recycling truck by putting money in reserves for the future, so that we don't come up three or four years down the road and we don't have a source other than looking for other revenue sources. Mayor Vest asked what a new garbage truck would cost. Glenn Rosenoff said probably in the neighborhood of \$500,000. There being no further comments, Mayor Vest called for a motion. Alderman Causey made the motion to approve on first reading Ordinance No. B-23-02 Setting the Garbage Collection Fees Within the Town of Jonesborough for FY2023-2024, seconded by Alderman Countermine and duly passed.

## **INSERT ORDINANCE**

The next item on the agenda concerned the establishing water and sewer rates for FY23-24. Mayor Vest read the following Ordinance caption: Ordinance No. B-23-03 Establishing Water and Sewer Rates to Provide the Necessary Funds for the Operation, Maintenance and the Debt Service of the Jonesborough Water and Sewer Systems. Mayor Vest said this is one the areas that we have to start thinking about the future, the water plant was built in the 1970's and it has served us well, but we have a greater population now and more challenges and we are starting to make plans for a new water plant, which will be about a \$35,000,000 building. Alderman Dickson expressed his appreciation to Mayor Vest in regard to the way he articulated everything, and as a Board member he feels Mayor Vest did an outstanding job in conveying to the public the situation. Alderman Dickson said he feels the public understands that these are strategic investments in our community and for the up building and the future growth of the community; and there were investment that were made in the 1980's – 1990's that have brought to where are today. Alderman Dickson said we have seen population growth and we see a community that we all love and now we want to make these strategic investments for the next 30, 40, 50 years. Alderman Dickson said he really appreciates the way that Mayor Vest articulated everything and appreciates his leadership in the matter. Glenn Rosenoff said in looking at all the different departments on the utilities side, inflationary costs, materials, whether new pipe or chemicals, which has gone up about 200 – 300 percent. Mr. Rosenoff said the big plan is not only looking at expanding to look at 30 – 40 years in the future, but also taking care of the older lines needing to be replaced, transmission lines, a new plant, and inflation is probably the largest increases based on what we need to operate a utilities. There being no further comments, Mayor Vest called for a motion. Alderman Dickson made the motion to approve on first reading Ordinance No. B-23-03 Establishing Water and Sewer Rates to Provide the Necessary Funds for the Operation, Maintenance and the Debt Service of the Jonesborough Water and Sewer Systems for Fiscal Year 2023-2024, as presented, seconded by Alderman Countermine and duly passed.

## **INSERT ORDINANCE**

Town Attorney Jim Wheeler recommended that this meeting be recessed, given what may be presented at the Beer Board meeting, in the event that the Board may need to do some BMA action, if you choose to do somewhat is being proposed. Jim Wheeler said it would help if the BMA meeting was just recessed, and that you can come back in as the Board of Mayor Aldermen, if you needed too, and follow-up with some of the requests, and that adjournment be after the Beer Board meeting. Mayor Vest announced that the Board of Mayor meeting is recessed until after the Beer Board meeting is adjourned.

Mayor Vest reconvened the Board of Mayor and Aldermen meeting, and with there being no further business, Mayor Vest adjourned the Board of Mayor and Aldermen meeting.

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ROBERT ANDERSON, RECORDER

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CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

PUBLIC HEARING

JUNE 26, 2023

The Board of Mayor and Aldermen (BMA) met in a Public Hearing on Monday, June 26, 2023, at 7:00 p.m. at Town Hall, 123 Boone Street, Jonesborough, TN.

The first item on the Public Hearing agenda was an Ordinance Amending the Fiscal Year 2022-2023 Budget for the General and Drug Funds. There were no comments.

The next item on the Public Hearing agenda was Adoption of the annual General Fund, Solid Waste Fund and Drug Fund budgets and Setting the Property Tax Rate for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024. There were no comments.

The next item on the Public Hearing agenda was an Ordinance Establishing Garbage and Refuse Collection Fees for FY2022-24. There were no comments.

The next item on the Public Hearing agenda was an Ordinance Establishing Water/Sewer Rates for FY2023-24. There were no comments.

The Public Hearing was closed.

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ROBERT ANDERSON, RECORDER

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ADAM DICKSON, VICE MAYOR

BOARD OF MAYOR AND ALDERMEN

CALLED MEETING

JUNE 26, 2023

The Board of Mayor and Aldermen (BMA) met in a Called Session on Monday, June 26, 2023, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Due to the absence of Mayor Chuck Vest, Vice Mayor Adam Dickson presided and called the meeting to order. Alderman Wolfe led the group in an opening Prayer, and Alderman Causey led the pledge to the Flag.

Upon call of the roll those present were: Vice Mayor Adam Dickson, Alderman Virginia Causey, Alderman Terry Countermine, and Alderman Kelly Wolfe. Mayor Chuck Vest and Town Attorney Jim Wheeler were absent. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Robert Anderson, Operations Manager Craig Ford, and Matthew Musgrove, associate of Attorney Jim Wheeler.

The first item on the agenda was a Resolution to Apply for Federal Assistance for a Community Facility Loan Administered by the United States Department of Agriculture Rural Development. The application is for acceptance of a Community Facility Loan to be administered by the United States Department of Agriculture Rural Development (USDA RD) in an amount not to exceed \$1,200,000 under the terms offered by the Government, and the purpose of said funds is to assist in the completion of the renovation of the Jackson Theatre in downtown Jonesborough. Vice Mayor Dickson asked if there were questions or comments. There being none, Alderman Wolfe made the motion, seconded by Alderman Countermine and duly passed, to approve the Resolution to Apply for Federal Assistance for a Community Facility Loan Administered by the United States Department of Agriculture Rural Development as presented.

#### **INSERT RESOLUTION**

The next item on the agenda was second and final reading of Ordinance No. 2023-07 amending the Fiscal Year 2022-23 Budget for the General and Drug Funds. Vice Mayor Dickson asked if there were questions or comments. There being none, Alderman Countermine made the motion to approve the Ordinance amending the Fiscal Year 2022-23 Budget for the General and Drug Funds on second and final reading. Alderman Causey seconded the motion and it was duly passed.

#### **INSERT ORDINANCE**

The next item on the agenda was second and final reading of an Ordinance adopting the annual budget for the General Fund, Solid Waste Fund and Drug Fund and setting the property tax rate at \$1.45 for the fiscal year beginning July 1, 2023 and ending June 30, 2024. Vice Mayor Dickson asked if there were questions or comments. There being none, Alderman Wolfe made the motion to approve on second and final reading Ordinance No. B-23-01 of the Town of Jonesborough, Tennessee Adopting the Annual General Fund, Solid Waste Fund and Drug Fund Budgets and Setting the Property Tax Rate for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024. Alderman Countermine seconded the motion and it was duly passed.

#### **INSERT ORDINANCE**

The next item on the agenda was second and final reading of an Ordinance Setting the Garbage and Refuse Collection Fees for FY2023-24 within the Town of Jonesborough. Vice Mayor Dickson asked if there were any comments or questions. There being none, Alderman Wolfe made the motion to approve on second and final reading Ordinance No. B-23-02 setting the garbage collection fees for FY2023-24, as presented. Alderman Causey seconded the motion and it was duly passed.

#### **INSERT ORDINANCE**

The next item on the agenda was second and final reading of an Ordinance Establishing Water/Sewer Rates for FY2023-24. Vice Mayor Dickson asked if the Aldermen if they had questions or comments. There being none, Alderman Wolfe made the motion to approve on second and final reading Ordinance No. B-23-03 Establishing Water and Sewer Rates to provide the necessary funds for the operation, Maintenance and the Debt Service of the Jonesborough Water and Sewer Systems for FY2023-24, as presented. Alderman Countermine seconded the motion and it was duly passed.

#### **INSERT ORDINANCE**

The next item on the agenda was approval of a Resolution Establishing a Budget for the Water/Sewer Fund for Fiscal Year Ending June 30, 2023. Vice Mayor Dickson asked if the Aldermen if they had questions or comments. There being none, Alderman Wolfe made the motion and seconded by Alderman Causey, to approve Resolution No. B-23-01 establishing a budget for the Water and Sewer Funds for Fiscal Year ending June 30, 2024. The motion was duly passed.

#### **INSERT RESOLUTION**

The next item on the agenda was the FY2023-24 Employee Compensation Plan. Vice Mayor Dickson asked if the Aldermen if they had questions or comments. Vice Mayor Dickson asked if the Aldermen if they had questions or comments. There being none, Alderman Countermine made the motion to approve the FY2023-24 Employee Compensation Plan as presented. Alderman Causey seconded the motion and it was duly passed.

#### **INSERT COMPENSATION PLAN**

There being no further business the meeting was duly adjourned.

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ROBERT ANDERSON, RECORDER

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ADAM DICKSON, VICE MAYOR

**BOARD OF MAYOR AND ALDERMEN**

**CALLED MEETING**

**JUNE 30, 2023**

The Board of Mayor and Aldermen (BMA) met in a Called Meeting on Friday, June 30, 2023 at 8:00 a.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Vest called the meeting to order. Alderman Wolfe led the group in an opening Prayer, and Mayor Vest led the pledge to the Flag. Upon call of the roll those present were: Mayor Chuck Vest, Alderman Virginia Causey, Alderman Terry Countermine, Alderman Adam Dickson, and Alderman Kelly Wolfe. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Robert Anderson, and Town Attorney Jim Wheeler.

The first item on the agenda was approval of a Resolution to adopt certain rules of procedure and decorum. There are changes to are changes to state law regarding the open meetings law including the timing of producing an agenda and making it available to the public at least 48 hours before a meeting. Also, required is public comment periods. Mayor Vest asked the Aldermen if they had questions or comments. There being none, Alderman Wolfe made the motion to approve Resolution No. 2023-09 to Adopt Certain Rules of Procedure and Decorum as presented. Alderman Causey seconded the motion and it was duly passed.

**INSERT RESOLUTION**

The next item on the agenda was Ordinances amending the Alcoholic Beverage Ordinances. Mayor Vest said the three ordinances will be addressed separately and asked the Aldermen if they had questions or comments and there were none.

Mayor Vest called for a motion to amend an Ordinance of the Town of Jonesborough Municipal Code, Title 11, Entitled "Planning and Zoning" by Deleting Section 11-517D of Chapter 5 in its Entirety and Replacing it with a new Section 11-517D. Alderman Countermine made the motion to approve on first reading the Ordinance to amend the Town of Jonesborough Municipal Code, Title 11, Entitled "Planning and Zoning" by Deleting Section 11-517D of Chapter 5 in its Entirety and Replacing it with a new Section 11-517D. Alderman Dickson seconded the motion and it was duly passed.

**INSERT ORDINANCE**

Mayor Vest called for a motion to amend an Ordinance of the Town of Jonesborough Municipal Code, Title 11, Entitled "Planning and Zoning" by Deleting Section 11-516B of Chapter 5 in its Entirety and Replacing it with a new Section 11-516B. Alderman Causey made the motion to approve on first reading the Ordinance to amend the Town of Jonesborough Municipal Code, Title 11, Entitled "Planning and Zoning" by Deleting Section 11-516B of



Chapter 5 in its Entirety and Replacing it with a new Section 11-516B. Alderman Dickson seconded the motion and it was duly passed.

**INSERT ORDINANCE**

Mayor Vest called for a motion to amend an Ordinance of the Town of Jonesborough Municipal Code, Title 2, Entitled "Alcoholic Beverages" by Deleting Chapters 1 and 2 in their Entirety and Replacing them with new Chapters 1 and 2. Alderman Countermine made the motion to approve on first reading the Ordinance to amend the Town of Jonesborough Municipal Code, Title 2, Entitled "Alcoholic Beverages" by Deleting Chapters 1 and 2 in their Entirety and Replacing them with new Chapters 1 and 2. Alderman Causey seconded the motion and it was duly passed.

**INSERT ORDINANCE**

The next item on the agenda was a proposal from Tennessee Hills Distillery to purchase a parcel of land at 127 Fox Street. Mayor asked the Aldermen if they had any questions or comments. Alderman Wolfe made the motion to table this item to a future time, because there are questions that he has on it that he would like to be able to investigate, and find some answers on his own, and would like for the BMA to defer this action at this time. Alderman Countermine seconded the motion. Mayor Vest asked if there was any discussion and with there being none, called for a vote. Upon call of the roll, the following Aldermen voted Aye: Alderman Wolfe, Alderman Countermine, Alderman Causey, and Alderman Dickson. Those voting Nay: none. The motion was duly passed.

There being no further business the meeting was duly adjourned.

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ROBERT ANDERSON, RECORDER

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CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

PUBLIC HEARING

JULY 10, 2023

The Board of Mayor and Aldermen (BMA) met in a Public Hearing on Monday, July 10, 2023, at 7:00 p.m. at Town Hall, 123 Boone Street, Jonesborough, TN.

The first item on the Public Hearing agenda was an Ordinance amendment to Title 1, Chapter 15 Business Roundtable Committee, Section 1-1502, Compositions, Appointment, Membership, and Terms. Mayor Vest asked if there were any comments and there were none.

The next item on the Public Hearing agenda was an Ordinance to Amend the Town of Jonesborough Municipal Code, Title 2, Entitled "Alcoholic Beverages" by Deleting Chapters 1 and 2 in their Entirety and Replacing them with New Chapters 1 and 2. Mayor Vest asked if there were any comments and there were none.

The Public Hearing was closed.

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ROBERT ANDERSON, RECORDER

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CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

REGULAR MEETING

JULY 10, 2023

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, July 10, 2023, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Chuck Vest called the meeting to order. Alderman Dickson led the group in an opening Prayer, and T. McLeod led the pledge to the Flag.

Upon call of the roll those present were: Mayor Chuck Vest, Alderman Virginia Causey, Alderman Terry Countermine, and Alderman Adam Dickson. Absent was Alderman Kelly Wolfe. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Robert Anderson, Operations Manager Craig Ford, and Town Attorney Jim Wheeler.

The next item was the Consent Agenda. Mayor Vest asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda. Town Attorney Jim Wheeler requested that Item 9-d Special Event Request – 2023 Storytelling Festival be pulled for discussion. Alderman Causey made the motion, seconded by Alderman Countermine and duly passed, to approve the following items on the Consent Agenda:

1. Approve the minutes of the April 10, 2023, Regular BMA meeting.
2. Approve the following bills for payment:

**Insert Payment**

3. Approve the following Town Administrator Report:

**Insert Report**

4. Approve the following Operations Manager Report:

**Insert Report**

5. Approve the following Committee Reports: JRT Board of Directors, Jonesborough Board of Zoning Appeals and Jonesborough Planning Commission.
6. Approve the following Supervisor Reports: Solid Waste and Recycling, McKinney Center, MBM Program Director, Fire Department, Visitor Center Manager, Marketing and Promotions Coordinator, Police Department, Building Inspector, Animal Control, Street Department, Utility Manager, Water Quality Department, Water Distribution, Environmental Services/Wastewater, Water Treatment, and Director of Tourism and Main Street.
7. Acknowledgement of the Debt Obligation Report CT-0253 related to the General Obligation Capital Outlay Note, Series 2023 in the aggregate principal amount of not to exceed \$1,000,000.
8. Approve the surplus of the 2014 Ford Interceptor VIN #1FM5K8AR0EGA70961 to the Erwin Police Department for the sum of \$6500.00 payable prior to change in ownership; and surplus of the Music on the Square van and to place on GovDeals.
9. Approve the following Special Event Application requests:

- a. Halloween Haunts and Happenings scheduled for Friday, October 27, 2023 from 6:00 pm – 9:00 pm on Main Street, with Main Street and associated side streets being closed at 5:30 pm, the intersections of Main Street and Fox Street to Main Street and Second Avenue.
  - b. "A Spot on the Hill" sponsored by the Heritage Alliance as presented, to include the dates and times of the six (6) performances: Friday, October 13, 2023 at 6:30 pm: 1 show - Saturday, October 14, 2023 at 2:00 pm and 6:30 pm – 2 shows \*Saturday Matinee will take place inside the Auditorium of the Visitor's Center - Friday, October 20, 2023 at 6:30 PM – 1 show, Saturday, October 21, 2023 at 2:00 PM and 6:30 PM – 2 shows.
  - c. Approve the Pumpkin Fest Special Event Application sponsored by JAMSA on Saturday, September 23, 2023 from 11:00 am to 5:00 pm; and for Main Street to be closed from Fox Street to First Avenue on the 23<sup>rd</sup> by 9:00 am until 6:00 pm, or when the police deem it safe to reopen.
10. Approve (1) the capital projects plan with its affected changes and that the TDEC ARPA funds be utilized in full to repay the 1M Capital Outlay Note as soon as practicable when received; and (2) recognition of the original intent of utilizing the 1.25M Capital Outlay Note to reclaim/replenish our local funds that were otherwise utilized as specified within our plan.

The next item on the agenda was the approval of the Financial Report. Mayor Vest said the local sales tax revenues are still looking good, and called for motion to accept the Financial Report. Alderman Dickson made the motion to approve the Financial Report as presented, seconded by Alderman Causey and duly passed.

Communications from the Mayor was the next item on the agenda. Mayor Vest said this year's Jonesborough Days Festival was a great event; Music-On-The-Square (MOTS) is doing great, attendance has increase and the diversity in the music is great.

Mayor Vest said there is a recommendation to appoint Joe Smith to the JRT Board of Directors, which is a three-year term expiring June 2026, and called for a motion. Alderman Countermine made the motion to appoint Joe Smith to a three-year on the JRT Board of Directors expiring June 2026, seconded by Alderman Dickson and duly passed.

Mayor Vest asked Arthur Casey to come forward for the July 2023 Employee of the Month Award. Mayor Vest read the following:

*I would like to recommend Arthur Casey for employee of the month for June 2023. Arthur has been employed by the Town of Jonesborough for 32 years and has shown to be sedulous and an artisan at his position. Arthur was recently promoted to Construction Supervisor and has evolved as a true leader with a meticulous attention to detail in all of Water Distributions line maintenance and construction affairs. Arthur is well respected by his colleagues for his leadership skills and his knowledge of our intricate water system and has a propensity to share his*

*knowledge to the incoming neophytes at water distribution. You can always call Arthur day or night at any time and he is willing to give advice to the people on call or come in and help with the repair of the water line. Arthur was instrumental in getting Lincoln Parks toilets plumbed and installed again, showcasing his knowledge and his ability to help other departments when needed. Arthur also took out the old water heaters at Wetlands Park and plumbed in and installed two water heaters that were antiquated and were leaking; along with repairing several leaks the park had this year. These are just a few examples of what Arthur Casey does on a daily basis besides his regular job duties. His kindness and generosity go beyond his normal working hours into his personal time by helping others that may need help with any home repairs or mechanical issues. These are the qualities that exemplify the traits of what Jonesborough, TN is known for and is expected by our residents and also what makes us flourish as a community. In conclusion I ask the Board to please consider Arthur Casey for Employee of the Month for his performance as a representative of the Town of Jonesborough to go above and beyond his normal job description for the greater good of the Township.  
Submitted by: Allen Hicks, Water Distribution Supervisor*

Mayor Vest asked Arthur Casey if he had any comments. Arthur Casey said he was thankful for being nominated.

Mayor Vest announced that the next item to be addressed was the Special Event Application from ISC to hold the 2023 Storytelling Festival beginning October 4 – 8, 2023. The request includes use of the Visitor Center auditorium during registration through the festival as well as Mill Spring Park and gazebo for use for Ghost Stories. Beginning Thursday evening, October 5<sup>th</sup>, close College Street from Second Ave to Sabin Drive and Sabin Dr. from Boone Street to Oak Hill School to allow only vendors to park between Cherokee and First Ave on one side of College St, Thursday – Sunday (Oct. 5 – 8). Main Street and associated side streets are to be closed throughout the Festival early Friday morning through Sunday evening. Spring Street will be closed from Main Street to Franklin Ave along with the associated side streets from 6:00-10:00 PM on Friday and Saturday evenings for Ghost Stories. The Library parking lot, Parson's Table lot, East Courthouse Square, and Visitor Center lots are requested for use. Tents will be erected beginning Monday, September 25<sup>th</sup> at the Library parking area for the annual Library Book Sale. Various Town services are required for the event. The festival boundary includes Boone Street where a 5-mph speed limit is requested during the festival. Also included is the Special Event/Special Occasion Outdoor Use Permit for the Wine Garden to be set up at the ISC Plaza from Thursday, October 5<sup>th</sup> through Saturday, October 7<sup>th</sup> from 4-8 PM daily, and the Beer Garden to be set up at the Library Tent on Thursday, October 5<sup>th</sup> for the evening concert from 6:30-9:30 PM. Identifiable boundaries are included, signage stating that alcohol is not permitted beyond this point (the boundary), and wristbands (21 and over only). Attorney Jim Wheeler said he had been provided the Proof of Insurance Certificate and it does appear to be in order, so we are good from a legal standpoint. Mayor Vest asked the Aldermen if they had comments or questions. There being none, Alderman Causey made the motion to approve the Special Events Permit application from the International Storytelling Center to hold the National Storytelling Festival October 4 –

8, 2023, including street closures and Boone Street with a festival speed limit of 5 mph along with the use of the Visitor Center, Mill Spring Park, Christopher Taylor lot, Parson's Table lot, and front plaza of the MBM Storytelling Hall, and other accommodations, as requested. The motion was seconded by Alderman Dickson and duly passed.

Citizens Comments was the next item on the Agenda. Mayor Vest asked if there were any citizens present that would like to comment at this time. Jennifer Richman, 1338 Lemongrass Drive, Jonesborough TN. Ms. Richman said she moved to Jonesborough 19 months ago from Cherry Hill, NJ, which is about 15 minutes outside of Philadelphia. Like many out of staters, I came to Jonesborough for a different kind of life. I can assure you it isn't easy to move away from everyone and everything you know. But so many of us out of staters did that because our states and hometowns have completely lost their way. The reason people like me are descending on places like this is because we desire what Jonesborough offers. It has charm, a spirit, a soul, a heartbeat, palpable energy, and unbelievable pride in residency. It is a slice of America that is disappearing before our eyes. The reason Jonesborough is exploding is because people are desperately craving traditional values, quaint small-town culture and dripping in patriotism Americana that makes your heart just swell. What Jonesborough is doing is so attractive that people are coming in droves. The sales pitch is working. People are coming here for what Jonesborough already IS. This town has bottled the secret sauce. The board and mayor are the citizens' line of defense to navigate the evolution of a town. In many ways it's like a parent, where sometimes you say yes, sometimes you say no, and sometimes a compromise is reached. At the core of every issue and subsequent decision is what is best for the family. People like me can only hope that at the heart of each Jonesborough decision, the elected representatives look at things in a reasoned, rational way, with guardrails in place to make sure the best interests and core values of this town are being honored. Ms. Richman thanked the BMA for their service to the community and for their time.

Matthew Paul, 126 Sarah's Way, Jonesborough, TN, addressed the Board with traffic concerns on North Cherokee Street with the new school nearing completion. Mr. Paul asked the Board about adding sidewalks and protected or separated bike infrastructure to the school from along South Cherokee Street in order to help the traffic, and which will help with the physical well-being of students attending the new Jonesborough School, and adults as well. Mayor Vest thanked Matthew Paul for his comments. Mayor Vest noted that the Town has a plan to widen North Cherokee Street and run a trail from the school over to the new Saylor's Place development across the street and connect into North Jonesborough Subdivision and then at some point connect with the trails that we have downtown.

T. McLeod, 101 East Main Street, Jonesborough, TN, addressed the Board. Mr. McLeod said he started attending the Board meetings about four or five months ago with the intentions of finding out what might affect his business or what might affect JAMSA as an organization, which he is the President of. Mr. McLeod said he has been in Jonesborough for almost 2 years, since moving from North Carolina, and he hasn't publicly stood up and issued his support of the Board of Mayor and Aldermen. He said we love this town and

the McLeod family motto is to "Hold Fast"; and we appreciate the fact that you are holding fast to things that we really love to what Jonesborough is today. Mr. McLeod said they are here to support the Board in any possible way that we can, and thanked the BMA for the job and support your elections and terms as they are right now and you all do a great job. Mayor Vest thanked T. McLeod for his comments.

Dana Helvey, 100 East Woodrow Ave, Jonesborough, TN, addressed the Board, with his concerns in regard to TN Hills Distillery, who is a great friend and a good neighbor to him, and when he has issues concerning the distillery he has been able to call Stephen and address those issues. Mr. Helvey said he was at the last BMA meeting, and was in support of everything that he heard at that meeting - we want to brew some beer in Jonesborough, TN, we want to distribute that beer through growlers and other facilities, we want to have a bases for ETSU students to come in and learn about this process. Mr. Helvey said but when the picture was posted on Facebook of all of the Board members looking like pirates, he thought what kind of neighbor is that and why is that happening. Mr. Helvey said but when it comes down to slandering people, calling people names, it's just distasteful. Mr. Helvey said people should come together, without the lawyers present, and just talk about what are our differences and where is our common ground. Mr. Helvey said we have a responsibility to this historical community to work together. Mayor Vest thanked Dana Helvey for his comments.

Clark Jordan, Attorney for Tennessee Hills Distillery, asked the Mayor if he could address the Board with a couple of comments. Mayor Vest said yes and that he would give him 60 seconds to comment. Clark Jordan said first of all I love your passion (in reference to Dana Helvey's comments / citizens comments) , and secondly we are trying to work it out, and he thinks they have resolution. Mr. Jordan said there has been a lot of discussion and he his optimistic about it, and would be happy to talk with you about that after the meeting. Mr. Jordan said it is unfortunate that it got to the place that it did, honestly; and he is appreciative of those who have worked to try to find resolution, and would love to have some discussion with you after the meeting. Mayor Vest thanked Clark Jordan for his comments.

Alderman Communications was the next item on the agenda. Mayor Vest asked the Aldermen if they had comments. Alderman Dickson said he wanted to say to Town staff just a great thanks for Jonesborough Days, which he thought was just outstanding this year, every year before hand has been wonderful, but this year was just really nice, the parade was nice, and the weather out outstanding. Alderman Dickson said in particular he wanted to bring up something that has really caught his attention, and he thinks that we as a Board should be very public in recognizing Town staff. Alderman Dickson said he had the opportunity to meet new Public Safety Officer Art De La Cruz, and really enjoyed meeting and talking to him; and another thing that he noticed in the BMA agenda tonight that we just voted to approve the hire of Artivan Hart, Jr. Alderman Dickson said for the local people, there is a family here in Washington County, the Harts, Mr. William and Ms. Mary Hart were both just beautiful people, with four children,. and they both have passed away. He said one of their children is Artivan Hart, and his son was a Washington County Deputy, and the BMA has just hired him for the Town of

Jonesborough and that is a very pleasant surprise and very glad to see that happen. He said thirdly, as he was thinking Officer De La Cruz, Officer Hart, and Officer Hannah Fleming, and Sgt. White, and in 2020 we all know that year the living epiphany it rocked everybody in this room on a few levels. Alderman Dickson said 2020 was rough for this community and there were a lot of tough conversations that we had as a community, we weathered the storm, we got to the other side, and the four people that he just mentioned today are reflective of the leadership that's taken place in terms of making sure in terms of public safety that we have diversity, and also to strengthen our community. Alderman Dickson said he thinks Police Chief Rice, Director Ford, and Town Administrator Rosenoff ought to be recognized for the leadership that it takes and it didn't necessarily have to be overt and flagrant, it was just being mindful and he just want to say publicly, thank you and expressed his appreciation to the Town Administrator and it is really positive and it is reflective of our community. Mayor Vest thanked Alderman Dickson for his comments.

Alderman Causey said she would like to say one thing. Alderman Causey said at the last meeting she had to leave early because her husband was sick. Alderman Causey said on Thursday she had to call EMS and Sgt. Jeff White came, he was the first one there, and really did a good job and EMS, and she expressed her appreciation to the fact of how fast our people really do respond. Mayor Vest thanked Alderman Causey for her comments.

Town Attorney Comments was the next item on the agenda. Mayor Vest asked Town Attorney Jim Wheeler if he had any comments. Jim Wheeler replied no.

The first item under Old Business was second and final reading of an Ordinance to Amend the Municipal Code of the Town of Jonesborough, Tennessee to Amend Title 1 Chapter 15 Roundtable Advisory Committee. This is to re-ignite the already established Roundtable Advisory Committee, which has been inactive for several years, and to take a new roster of members. The few revisions to the composition section of the ordinance includes: The few revisions to the composition section of the ordinance includes: (1) Reducing the number of total members from 25 to 11, and still having staff and other ex-officio members. The number 25 reminded me of the past when the County Commission was composed of 25 members. To be more efficient I opine that a number like 11 of very strong members will be to our benefit more than a higher number like 25. (2) Rather than terms expiring with 1 year and 2-years, staff is proposing 2-year and 3-year terms. (3) Currently, to Town staff's knowledge, the Washington County Economic Development Council is the entity to serve our economic development needs. Mayor Vest asked the Aldermen if they had comments or questions. There being none, Alderman Dickson made the motion to approve second and final reading of the Ordinance amending Title 1, Chapter 15 Business Roundtable Committee, Section 1-1502, Compositions, appointment, membership and terms, as presented. Alderman Countermine seconded the motion and it was duly passed.

**INSERT ORDINANCE**



The next item on the agenda was second and final reading of an Ordinance to Amend the Town of Jonesborough Municipal Code, Title 2, Entitled "Alcoholic Beverages" by Deleting Chapters 1 and 2 in their Entirety and Replacing them with New Chapters 1 and 2. Mayor Vest asked Town Attorney Jim Wheeler to address the change. Jim Wheeler said we are making changes on second reading and pointed out that most of these involve the wording of the two requirements in regards to food sales from 75% to 50% which is in line with ABC; and the beer alcohol content from 5% to 8%. Jim Wheeler said they made some changes, in individual conversations that the Town Administrator and he had with Aldermen, and the Town Administrator made the decision in consultation with me, to recommend to the Board, some changes that you all had talked about possibly making a little later in the year. Mr. Wheeler said one of those is 2-225 to change from one-hundred (100) barrels annually to twenty five (25) barrels annually. Mr. Wheeler said they are recommending changing and creating an option for the food requirement that will involve the distribution for a second facility within close proximity to the first facility or to actually have food on site. Mr. Wheeler said they worked on that very diligently and very quickly put that together. Mayor Vest said he appreciates that the leaders in the past felt like the food component with alcohol was important and appreciates the Alderman continuing to feel that way, and he thinks this still addresses that importance. Mayor Vest asked the Alderman if they had any comments or questions. There being none, Alderman Countermine made the motion to approve on second and final reading the Ordinance to amend the Town of Jonesborough Municipal Code, Title 2, Entitled "Alcoholic Beverages" by Deleting Chapters 1 and 2 in their Entirety and Replacing them with New Chapters 1 and 2. Alderman Causey seconded the motion. Mayor Vest asked the Aldermen if there were any further discussions. Alderman Countermine said this has been a discussion and he appreciates the many calls concerned about this. Alderman Countermine said he believes Glenn Rosenoff and Jim Wheeler have done a good job of comprising, and he is a believer in comprise, and he does want assure who are concerned that we will do our best to have that neighborhood be a neighborhood. Alderman Countermine said he received calls on the term limit situation and that's interesting. Alderman Countermine said he appreciates very much those who have supported him, he loves Jonesborough, yes he has been doing this job a long time, we believes we have a record of doing many good things in this town, and we hopes we can continue and do hope through this compromise work with TN Hills and have that corner be a part of the neighborhood. Mayor Vest thanked Alderman Countermine for his comments. Alderman Dickson said it has been said a few times how much we love this town and himself, Mayor Vest and Alderwoman Causey were born and raised in Tennessee's oldest town. Alderman Dickson said we have a great love for this town and we are so glad for our new citizens that have moved into town and make this town their home. Alderman Dickson said he doesn't want to be ignorant, wants to be balanced, we live in the 21<sup>st</sup> century and we understand that people from all over the world are coming into our community. Alderman Dickson said its very heart warming and uplifting to hear comments about the values that people see, and doesn't think that is by happenstance or by coincidence, he thinks that is intentional to make this community a very special place. Alderman Dickson said with all that said he just wants to say he appreciates Attorney Wheeler and Administrator Rosenoff, and appreciates this Board. Alderman Dickson said the Mayor mentioned back in the early 2000's this food requirement, it seemed like it was very important for the

moment and he will say and go on the record that he still thinks it is important. Alderman Dickson said from a legal standpoint, and it may not hold a bit of strength in court, but he thinks as a community that we need inclusive spaces where we gather. He said we don't need to be insolent people, and he has very dear friends who enjoy a glass of wine with their meal and he thinks there is a lot of citizens in this town who understand that and are open to that. Alderman Dickson said but having a space where we can gather and not just be singular, he doesn't want to lecture too much, but if you look at American society today we have too many places that are singular; and the notion is if you don't want to go then don't go, so now they are just singular places. Alderman Dickson said that polarization just continues to yelp, because if you don't want to go, don't go, but those who do want to go, go; and they are not inclusive. Alderman Dickson said we need inclusive spaces in town and the food requirement in a very round-about way creates that kind of climate. Alderman Dickson said he is grateful the Board, he is grateful for the compromise, and he believes that the majority of the votes are there to make this thing move forward. Alderman Dickson said he hopes that Dickson want be seen as insolent or backward or stupid, if his votes is not one of the votes. He said he thinks this is for the health of this town, he appreciates the leadership in trying to strike a balance and he wants to be public about that. Alderman Dickson said he was just thinking about an episode of the Andy Griffith show, Bill Bixby was a spoiled brat and came through Mayberry and got arrested and had to spend sometime in jail, and Andy talked to him about the importance of standing on your own two legs, what means for an individual to stand on your own two legs. Alderman Dickson said so he thinks that is what Dickson is going to do this evening. Mayor Vest thanked Alderman Dickson for his comments. With there being no further comments, Mayor Vest asked the Town Recorder to call for the vote. Upon call of the roll, the following Aldermen voted Aye: Alderman Countermine and Alderman Causey. Voting Nay: Alderman Dickson. The motion carried

#### **INSERT ORDINANCE**

The next item on the agenda was first reading of an Ordinance to Amend the Town of Jonesborough Municipal Code, Title 9, Entitled "Motor Vehicles And Traffic" by Deleting Chapter 5 Parking in its Entirety and Replacing it with a New Chapter 5. Mayor Vest asked the Aldermen if they had questions or comments. With there being none, Alderman Countermine made the motion to approve on first reading the Ordinance to Amend the Town of Jonesborough Municipal Code, Title 9, Entitled "Motor Vehicles And Traffic" by Deleting Chapter 5 Parking in its Entirety and Replacing it with a New Chapter 5, as presented. Alderman Causey seconded the motion and it was duly passed.

#### **INSERT ORDINANCE**

There being no further business the meeting was duly adjourned.

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ROBERT ANDERSON, RECORDER

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CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

WORK SESSION

AUGUST 2, 2023

The Board of Mayor and Aldermen (BMA) met in a Work Session on Wednesday, August 2, 2023 at 6:00 p.m., at the Visitors Center, 117 Boone Street, Jonesborough, TN.

Mayor Vest called the meeting to order. Upon call of the roll those present were: Mayor Chuck Vest, Alderman Virginia Causey, Alderman Terry Counterline, Alderman Adam Dickson, and Alderman Kelly Wolfe. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Robert Anderson, Operations Manager Craig Ford, and Town Attorney Jim Wheeler.

The purpose of the Work Session was discussion of Capital Projects for the General Fund Departments.

With no formal action acted upon and there being no further business for discussion, Mayor Vest adjourned the work session, and the BMA went into Executive Session.

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ROBERT ANDERSON, RECORDER

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CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

PUBLIC HEARING

AUGUST 7, 2023

The Board of Mayor and Aldermen (BMA) met in a Public Hearing on Monday, August 7, 2023, at 7:00 p.m. at Town Hall, 123 Boone Street, Jonesborough, TN.

The first item on the Public Hearing agenda was an Ordinance to amend the Town of Jonesborough Municipal Code, Title 9, Entitled "Motor Vehicles and Traffic" by Deleting Chapter 5 Parking in its Entirety and Replacing it with a new Chapter 5. Mayor Vest asked if there were any comments and there were none.

The Public Hearing was closed.

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ROBERT ANDERSON, RECORDER

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CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

REGULAR MEETING

AUGUST 7, 2023

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, August 7, 2023, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Chuck Vest called the meeting to order. Alderman Dickson led the group in an opening Prayer, and Gary McAllister led the pledge to the Flag.

Upon call of the roll those present were: Mayor Chuck Vest, Alderman Virginia Causey, Alderman Terry Countermine, Alderman Adam Dickson, and Alderman Kelly Wolfe. Also present were: Town Administrator Glenn Rosenoff, Town Recorder Robert Anderson, Operations Manager Craig Ford, and Matthew Musgrove, Associate of Town Attorney Jim Wheeler.

The next item was the Consent Agenda. Mayor Vest asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda for discussion and there none. Alderman Wolfe made the motion, seconded by Alderman Causey and duly passed, to approve the following items on the Consent Agenda:

1. Approve the following bills for payment:

**Insert Payment**

2. Approve the following Town Administrator Report:

**Insert Report**

3. Approve the following Operations Manager Report:

**Insert Report**

4. Approve the following Supervisor Reports: McKinney Center, MBM Program Director, Director of Tourism and Main Street, Utility Manager, Water Quality Department, Water Distribution, Environmental Services/Wastewater, Water Treatment, Solid Waste and Recycling, Fire Department, Street Department, Animal Control, Marketing and Promotions Coordinator, Building Inspector, Visitor Center Manager, Senior Center, Police Department, and Director of Special Events.
5. Declaration of the following Town equipment as surplus: a service truck bed that has rusting flooring to be sold on GovDeals and six new children's tables through a direct sale to a public school system.
6. Approve an Excess Material Dumping Policy including a Dump Site Agreement, as presented.

**INSERT AGREEMENT**

7. Approve a Record Retention Policy, as presented.

**INSERT POLICY**

8. Approve Change Order No. 1 from Merkel Brothers Construction in the amount of \$67,589.80. for the Northern Loop improvements (North Cherokee Water System Improvements (the total cost of the project was \$1,346,184.00. Change Order No. 1 was submitted to the town and it reduces the overall cost of the project by \$67,589.80, and provides for a final contract in the amount of \$1,278,594.20); and approve final payment to Merkel Brothers Construction, Inc. in the amount of \$69,367.51 which includes the retainage in the amount of \$63,643.51.

9. Approve the change order with GRC Construction adding \$960,000 (not to exceed) of work to be performed by Appalachian Light and Production under GRC's scope of work for a 2% fee (\$19,200) and authorize the Town Mayor or Administrator to sign the AIA Change Order document as soon as it is made available by the architect.

The next item on the agenda was the approval of the Financial Report. Mayor Vest called for a motion to accept the Financial Report. Alderman Countermine made the motion to approve the Financial Report as presented, seconded by Alderman Dickson and duly passed.

Communications from the Mayor was the next item on the agenda. Mayor Vest introduced Dana Jones Certified Administrator, Washington County Election Commission and Gary McAllister, Chairman of the Washington County Election Commission. Dana Jones gave a presentation on their new pilot program for Washington County voting centers. Ms. Jones said in 2022 they had 23 precincts and three of those precincts were in one location, and their number one complaint on election day is they were at the wrong precinct because they were redistricted; and then they would have to go some place else to vote. Ms. Jones said they are now going to have 20 voting centers, and voters can now go vote at a precinct closest to their home. Ms. Jones said they have done the highway studies and all the planning. Dana Jones said the paper work for the Election Office is greatly reduced after an election, and they will be able to get elections certified much quicker and get the numbers out to the people of Tennessee. Ms. Jones said they have received unanimous support from both parties in Washington County, the Mayors and the County Commission. Dana Jones said they are grateful for the support that the BMA has given due and for making it possible for the Visitor Center and the Middle School going with BrightRidge, which is not internet but direct hardline cable. Ms. Jones said it is their own cable and nobody else can get on it and it is a very safe system that people can vote on and their vote will not be diluted and every legal vote will be counted as is cast. Ms. Jones said they would have 160 voting machines in 2024 and they are hoping to add an additional 20 machines by the time of the 2024 presidential primary. Dana Jones expressed her gratitude and support of the Jonesborough Board of Mayor and Aldermen. Mayor Vest thanked Dana Jones and Gary McAllister for the update.

Mayor Vest expressed his appreciation to Police Chief Matt Rice and the Police Officers for the hard work and efforts in regard to the drug bust at the car wash located on East Jackson Blvd. Mayor Vest announced that Curtis and Carol Johnston have purchased the Eureka Hotel. Mayor Vest said there was a huge turnout for the Harry Potter event in spite of the weather and thanked Town staff for all their work in making it a great event. Mayor Vest said there are two new businesses in town, The Opossums Tale Restaurant, 103 Fox Street and First Class Floral Design, 137 East Main Street (former GiGi's Pantry location).

Mayor Vest asked David Gillenwater to come forward for the August 2023 Employee of the Month Award. Mayor Vest read the following:

*I would like to nominate David Gillenwater for Employee of the Month. David has worked for the Town of Jonesborough for 11 years. David does an excellent job of caring for the senior center and Lincoln Park. The pride he puts into all he does is a huge reason the senior center will look brand new, seven and a half years later. He works very hard to maintain the center both inside and out, and the above and beyond he gives comes from the heart. He cares about our members experience while they are here and he is always willing to lend a hand, jump start a car, whatever is needed. David never says that is not my job, he is a team player. In fact, David serves as our chef for the Café Connection program. On Wednesdays each week, the senior center provides a home cooked meal prepared in our kitchen. As we are working to change the dining experience for seniors, he makes this program a positive experience for our members. David works diligently maintaining the grounds of the senior center and now Lincoln Park; weeding, spraying, watering. He has jumped right in to help with plant care and staking trees. He helps with our Master Gardener's with the gardening efforts. David works well with everyone in the office, and I have never heard David get frustrated with anyone needing his help. He exemplifies the attitude that everything is our job and we are here for the members. David plays a key role in that ensuring that the members have a safe, clean and fun space to take part in the programs of their choice. These qualities make David Gillenwater a great candidate for Employee of the Month. Submitted by: Mary Regen, Senior Center Director*

Mayor Vest asked David Gillenwater if he had any comments. David Gillenwater expressed his appreciation to Mary Regen and the Town for a great senior center.

Mayor Vest presented a Proclamation to Allyson Wilkinson, Regent of the State of Franklin Chapter of the Daughters of the American Revolution, proclaiming September 17-23, 2023 Constitution Week for their 236<sup>th</sup> anniversary and Sunday, September 10, 2023 as the 10<sup>th</sup> annual Bell Ringing Ceremony at Oak Hill School. Allyson Wilkinson said this year's program will include the 13<sup>th</sup> Amendment - Abolition of Slavery and expressed her appreciation to the Town for their support.

## **INSERT PROCLAMATION**

Citizens Comments was the next item on the agenda. Mayor Vest asked if there were any citizens present that would like to comment at this time. Dr. Tim Morganstern, 401 East Main Street, Jonesborough, TN, addressed the BMA and expressed his thankfulness for the new sidewalk, the senior center, and the new Lincoln Park. Dr. Morganstern said he doesn't have complaints, but observations in regard to traffic increasing along East Main Street and expressed safety concerns due to the rate of speed of vehicular traffic. Dr. Morganstern said the crosswalk from the Senior Center over to New Halifax has signage that traffic is to stop if pedestrians are present, and that rarely happens. Dr. Morganstern said another observation is a vehicle coming from Johnson City and turning onto Long View Ave to the Lincoln Park beside Senior Center, is a pretty fast turn and drivers do not observe the right-of-way of pedestrians who are crossing the sidewalk, and feels that striping that area will be beneficial. Dr. Morganstern said the

main thing he is concerned about is the safety of the people and said he hopes the Town can do a little more study in that area. Mayor Vest thanked Dr. Tim Morganstern for his comments.

Mayor Vest asked staff to look at that intersection. Operations Manager Craig Ford said that they are currently doing a speed study through that section in that area and they could possibly look at the intersection itself as far as squaring it up a little bit more by taking the curb out and making it more of a turn. Mr. Ford said they have discussed adding some additional raised crosswalks in that area, but the speed limit would have to be lowered. Craig Ford said that Town Administrator Glenn Rosenoff had received an email requesting a speed study done in that area, and Street Director Malcolm Highsmith has put the speed cables, and will probably be taking those up in the next few days, which will us a better understanding of what the speed actually is in that area of East Main Street. Alderman Dickson asked about the cost of the signalization at the intersection of West Main Street and Oak Grove Avenue, and if we were to have those at other locations is it productive or profitable. Town Administrator Glenn Rosenoff said that signal was from TDOT, and staff was not included in any kind of communications that they were going to put those types of crossings there. Glenn Rosenoff said staff did meet with TDOT, which was a very productive meeting, and they took the opportunity to say it is not just the safety of the crosswalk but there is also the historic district and you have galvanized steel in an area that people have to abide by different colors. Mr. Rosenoff said they asked TDOT to tone down the steel and use a color that is more conducive to the historic district; and the other part is whoever installed the signals also mixed them up with other existing signs and depending on the angle now there is conflict between the different signs. Mr. Rosenoff said they are ideal because they are solar and they are push button versus the other ones that they have that are solar and flash all day and pretty much into the evening. Glenn Rosenoff said the Traffic Advisory Committee and staff are looking at mitigation techniques and the crosswalks we are looking at different options that are not so glaring and are more push button oriented.

Alderman Comments was the next item on the agenda. Mayor Vest asked the Aldermen if they had comments. Alderman Countermine announced that the Storybook Trail in Jimmy Neil Smith Park is completed; and the story is the one by Marilyn Buchanan and Becky Isabel about Jonesborough and there is 18 signs that you can take your children to walk along and read it. Alderman Countermine thanked Nancy and Harold Dishner for supporting through the Governor's Committee on Children's Literature. Alderman Countermine said the annual bocce tournament will be held at 2:30 pm, Sunday, October 22<sup>nd</sup>, rain or shine, to benefit the Jonesborough/Washington County Library.

Alderman Causey expressed her appreciation to Town Recorder Robert Anderson for all he has done for the Town, and we are going to miss him. Mayor Vest announced that Robert Anderson is going back to work for the State of Tennessee. Alderman Wolfe said Robert is a high-interest commodity, and we are going to miss Robert very much and appreciate the high level of professionalism and efforts that he brought to the Town.



Alderman Wolfe said he was inquiring based on circumstances and the recent flow of events, and is a little concerned upon observation with the amount of time being on spent on one particular item that has been on our radar screen here at a Town. Alderman Wolfe said we have a lot of tremendous things going on in the Town of Jonesborough that requires a lot of careful attention, that requires shepherding, hard work and stick-to-intuitiveness to get accomplished. Alderman Wolfe said he would like to offer a motion, after consultation, to add to the agenda for a motion, he would like to present, to establish a Point of Contact for Tennessee Hills with the Town of Jonesborough that they would need to use as a conduit in communicating with our Board and with our Town staff, and he would appreciate a motion, Aldermen, to allow us to have that discussion and with him offering a full motion. Alderman Countermine made the motion to add this to the agenda, seconded by Alderman Causey, and duly passed.

Alderman Wolfe said in talks with Town Attorney Jim Wheeler and Town Administrator Glenn Rosenoff, he thinks the logical course of events that they should follow is since there has been a lot of legal discussed in this situation, and that the Board should establish Jim Wheeler as the primary point of contact with the people from Tennessee Hills if they want to have discussions with our Board or with Town staff. Alderman Wolfe said that would be his motion is that Jim Wheeler would be donated as the point of contact for Tennessee Hills people and any discussions we have with them regarding anything they got going on at their establishment at the Parsons Table and at the Salt House and any discussions about parking lots, sidewalks, easements, and anything imaginable and that way we can hopefully be productive, maintain productivity, and streamline the point of communication. Alderman Dickson seconded the motion and it was duly passed.

The next item on the agenda was Town Attorney Comments. Matthew Musgrove, Associate of Town Attorney Jim Wheeler, said he had no comments.

The first item under Old Business was second and final reading of Ordinance No. 2023-10 to amend the Town of Jonesborough Municipal Code, Title 9, Entitled "Motor Vehicles and Traffic" by Deleting Chapter 5 Parking in its entirety and replacing it with a new Chapter 5. Mayor Vest asked the Aldermen if they had questions or comments. With there being none, Alderman Countermine made the motion to approve on second and final reading Ordinance No. 2023-10, as presented. Alderman Causey seconded the motion and it was duly passed.

## **INSERT ORDINANCE**

The first item under New Business was approval of a design variance for the Dairy Queen Restaurant at the corner of East Jackson Blvd and Baileigh Lynn Loop, and located within the Design Overlay District. Mayor Vest asked Town Administrator Glenn Rosenoff to explain the request. Glenn Rosenoff said Dairy Queens, like other corporate or franchised type businesses have a select few building designs that meet their corporate architectural and aesthetic model preferences. Glenn Rosenoff said staff has had several communications with DQ representatives over the project and both parties have attempted to reach the minimum 75% exterior wall standards as provided for in the design

guidelines. The sides and rear of the building will be buffered and therefore meet our minimum requirements of buffering from Baileigh Lynn Loop; and the front façade has the following materials and percentages proposed: (a) Stone 13.2%, (b) EIFS (External Insulated Finishing Systems) 24.8%, (c) Glazing (glass) 25.5%, (d) Metal Red Panel 20.6%, and (e) Metal Eyebrow Trim (black) 15.7%. Mr. Rosenoff said nearly 64% of the front building façade is made up of stone, EIFS, and glass, however glass is not counted toward exterior materials. The buffering on all sides and rear "buffer" the majority of the building and provide for a strong landscaping presence at the site which is in close proximity to a residential development; and the developer reported to staff that the property was pursued and put under contract before the town adopted the design guidelines, but they reported that changing their model will diminish their standard build that DQ corporate stands behind. The EIFS at 24.8% is a type of synthetic stucco but provides for a more flexible and aesthetic product and meets energy codes. EIFS provide for an exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat. Staff opines that the overall building with the buffering on 3 sides and the front façade do provide for a good building design (visual appearance). Glenn Rosenoff said the Design Review Commission recommended approval of the exception to the 75% primary materials for the front façade to the Board of Mayor and Aldermen. Mayor Vest called for a motion. Alderman Countermine made the motion to approve the design of the building as presented, and recommend an exception to the 75% primary materials, as presented. Alderman Causey seconded the motion and it was duly passed.

The next item on the agenda was approval of a Resolution authorizing the Town to Participate in the FY23-24 "Safety Partners Grant" Matching Grant Program through Public Entity Partners. Mayor Vest Mayor Vest asked the Aldermen if they had questions or comments. With there being none, Alderman Dickson made the motion to approve the Resolution as presented, seconded by Alderman Wolfe and duly passed.

#### **INSERT RESOLUTION**

The next item on the agenda was first reading of an Ordinance adopting the 2018 International Energy Conservation Code (IECC), in order for the Town to meet minimum State of Tennessee requirements. Mayor Vest asked if there was any comments or questions. Alderman Wolfe asked if this was a requirement to update the Town's codes in accordance with State code requirements within 5 years of the established date. Glenn Rosenoff said yes, and it is very much in-line with those in the Tri-Cities that have same similar code. Mayor Vest called for a motion. Alderman Causey made the motion to approve on first reading the Ordinance adopting the 2018 International Energy Conservation Code (IECC), as presented. Alderman Countermine seconded the motion and it was duly passed.

#### **INSERT ORDINANCE**

The next item on the agenda was approval of a design variance for the Trushine Car Wash VII located on West Jackson Boulevard, and is located in the Design Overlay District. Mayor Vest asked Town Administrator Glenn Rosenoff to explain the request. Glenn Rosenoff said Trushine, like other corporate or franchised type businesses, have a select few building designs that meet their architectural and aesthetic model preferences. Staff have had several communications with Trushine representatives over the project and both parties have attempted to reach the minimum 75% exterior wall standards as provided for in the design guidelines. The majority of the building façade is made up of split faced block. Split-face block, also called rock-faced, is a concrete building unit with a faux finish on one side that mimics natural stone, providing for an exterior finish that is more aesthetically pleasing. The different shades of gray graduating from darker at the bottom, lighter in the middle, and dark again at the top provides for a very aesthetic looking building. Glass is included in the design however glass is not counted toward exterior materials. Ingress and egress are from West Jackson Boulevard, buffering will be provided to screen partial view of the building from the Persimmon Ridge Road visual side. Mr. Rosenoff said staff opines that the overall building with the painted split-faced concrete textured façade and the buffering at the Persimmon Ridge Road visual side provide for a good building design (visual appearance); and the Design Review Commission recommended approval of the alternative material, split face block – rock faced – natural stone finish, to the Board of Mayor and Aldermen. Town Attorney Jim Wheeler in discussion with the Design Review Commission further stated that the variance for the project was to allow for the split-face block – rock faced – natural stone finish to be used as the primary materials, not listed in the Design Guidelines, as a primary material for the building design. Mayor Vest asked the Aldermen if they had any questions or comments. There being none, Alderman Wolfe made the motion to approve an exception to the primary materials list by allowing split-face block – rock faced – natural stone finish, not listed in the Design Guideline, to be used as a primary material for the building design, seconded by Alderman Causey and duly passed.

The next item on the agenda was approval of a Resolution for a Bond Anticipation Note for the Jackson Theatre Project. Mayor Vest asked the Aldermen if they questions or comments. There being none, Alderman Countermine made the motion to approve the Resolution authorizing the issuance, sale, and payment of the Jackson Theatre Project Bond Anticipation Note 2023 not to exceed \$1,200,000, as presented. Alderman Wolfe seconded the motion and it was duly passed.

#### **INSERT RESOLUTION**

The next item on the agenda was approval of a Resolution for a Capital Outlay Note for the following FY23-24 General Fund Capital Projects:

General Admin. – Other Capital Projects	149,742
Street Dept – West Main Sidewalk	105,000
Oak Grove Curbing and Sidewalk	30,000
Lincoln Park – Parking Lot	106,000
Thompson Meadow Lane Paving	52,000

	Boone Street Paving	185,000
	3 – 2500 4WD Trucks	150,000
Recreation -	Depot Street Park Improvements	30,000
	Slemmons House Painting	16,000
	Jonesborough Fitness Center	49,000
	Gillespie Building Roof	41,758
Water Park -	Pump Room Renovation (Equip. Only)	120,000
McKinney Center -	Building Maintenance – Capital	<u>15,500</u>
		\$1,000,000

Mayor Vest asked the Aldermen if they had any questions or comments. Alderman Causey said in regard to the Slemmons House she thought the Board had agreed to \$30,000 instead of \$16,000. Glenn Rosenoff said during the Budget Work Session we had talked about flexibility of the balance of the \$16,000 for the painting and then there is flexibility in the current budget to come up with the other \$14,000. Alderman Wolfe said so part of it comes from the budget and part of it comes from the Capital Outlay Note. Glenn Rosenoff said there is the other Capital Outlay Projects which is the balance of almost \$150,000 and we have quotes on those already. Alderman Wolfe made the motion to approve the Resolution authorizing the issuance, sale, and payment of various capital projects and departmental vehicles Capital Outlay Note 2023 not to exceed \$1,000,000, as presented. Alderman Dickson seconded the motion and it was duly passed.

**INSERT RESOLUTION**

There being no further business the meeting was duly adjourned.

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ROBERT ANDERSON, RECORDER

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CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

PUBLIC HEARING

SEPTEMBER 11, 2023

The Board of Mayor and Aldermen (BMA) met in a Public Hearing on Monday, September 11, 2023, at 7:00 p.m. at Town Hall, 123 Boone Street, Jonesborough, TN.

The only item on the Public Hearing agenda was the Ordinance Adopting the 2018 International Energy Conservation Code (IECC). There were no comments.

The Public Hearing was closed.

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JANET JENNINGS, RECORDER

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CHUCK VEST, MAYOR

BOARD OF MAYOR AND ALDERMEN

REGULAR MEETING

SEPTEMBER 11, 2023

The Board of Mayor and Aldermen (BMA) met in Regular Session on Monday, September 11, 2023, at 7:00 p.m., at Town Hall, 123 Boone Street, Jonesborough, TN.

Mayor Chuck Vest called the meeting to order. Alderman Dickson led the group in an opening Prayer, and Chuck Lewis led the pledge to the Flag.

Upon call of the roll those present were: Mayor Chuck Vest, Alderman Terry Countermine, Alderman Adam Dickson, and Alderman Kelly Wolfe. Absent was: Alderman Virginia Causey. Also present were: Town Administrator Glenn Rosenoff, Operations Manager Craig Ford, and Town Attorney Jim Wheeler.

The next item was the Consent Agenda. Mayor Vest asked if there were any items that the Aldermen wished to have pulled from the Consent Agenda. There were none. Alderman Countermine made the motion, seconded by Alderman Wolfe, and duly passed to approve the following items on the Consent Agenda:

1. Approve the minutes for the following BMA meetings: May 8, 2023 – Regular Meeting, May 23, 2023 – Work Session, May 31, 2023 – Work Session, and June 6, 2023 – Work Session.

2. Approve the following bills for payment:

**Insert Payment**

3. Approve the following Town Administrator Report:

**Insert Report**

4. Approve the following Operations Manager Report:

**Insert Report**

5. Approve the following Supervisor Reports: Fire Department, Visitor City Manager, Building Inspector, Solid Waste and Recycling, Marketing and Promotions Coordinator, Utility Manager, Water Quality, Water Distribution, Wastewater, Water Plant, Animal Control, Street Department, Director of Special Events, Senior Center, Mary B Martin Program Director, McKinney Center, and Director of Tourism and Main Street.
6. Approve the 2023 Concession Agreement with the Persimmon Ridge Soccer Association authorizing the use of the Town concession buildings associated with the ballfields at Persimmon Ridge Park from August 1, 2023 – December 31, 2023, subject to the terms of the Agreement.

**INSERT AGREEMENT**

7. Approve the following two revisions to Jonesborough Locally Grown (JLG) Special Event Applications as requested: (1) Thursday Burger Night to be extended through October 26, 2023; and (2) Jonesborough Farmers Market to be extended through October 28, 2023.
8. Approve the Town to hold the Veteran's Day Celebration to be held on Saturday, November 11, 2023 from 11:00 am to 3:00 pm, and include the short street closure from Fox Street to First Avenue for 30 minutes (11:00 am – 11:30 am) for the beginning ceremony to take place in front of the Washington County Courthouse.
9. Approve the Town to Hold the "Christmas in Olde Jonesborough" to be held between November 25, 2023 through December 16, 2023, and include the following street closures: Intersections of Main Street and Fox Street to Main Street and Second Avenue, on the following dates: November 25 – Whoville and Small Business Saturday – 11:00 am – 3:00 pm and 6:00 pm Lighting of the Tree,

December 2 – Doggone Christmas – 11:00 am – 3:00 pm and December 9 – Santa's Christmas Village – 11:00 am – 3:00 pm, and Christmas Parade at 6:00 pm (parade route intersection of Boone Street and Hwy 11-E, along Boone Street, up to North Washington Ave to 11-E; and one lane of the east-bound lane of 11-E from Boone Street to Forest Avenue be closed for the duration of the event to allow parade participant traffic to travel from the staging area at Jonesborough Middle School to downtown); and December 16 – Church Christmas Tour.

10. Approve the holiday lighting contract to Christmas Décor Knoxville in the amount of \$41,750 by adding lights to the tree at the corner of Main Street and 1<sup>st</sup> Ave., and wrap the light posts on Fox Street in candy cane lights to tie in the candy cane tress by the Storytelling Center.
11. Declare the following three trucks with the snow removal equipment as surplus to be sold on GovDeals.com: (1) 1987 Chevrolet 3500 4X4 Pickup 6.2L Diesel Automatic - Vin# GBHD34J7GF410930; (2) 1987 Chevrolet 2500 4X4 Pickup 6.2L Diesel Automatic - Vin# 1GCHD34J2HF321624; and (3) 2004 Chevrolet 2500 4X4 Pickup 6.0L Auto - Vin# 1GCHK24U14E302606.
12. Approve Zackary Bruton as a part-time Public Safety Officer for weekends and officer fill-ins as needed, at the current rate of \$19.49 per hour, with no benefits.

The next item on the agenda was the approval of the Financial Report. Mayor Vest asked the Aldermen if they had any comments. Alderman Wolfe said we just had a transition occur where Robert Anderson was rehired by the State of Tennessee to go back and work for the Comptroller's Office, and Robert did a very, very good job of getting the Town in good order financially, and there was a great need when Robert showed up for this to happen. Alderman Wolfe said for the record we need to say, "Thank You Robert" because he certainly did a yeoman's job in helping the Town get itself put back together after an unfortunate set of circumstances. Alderman Wolfe said we have hired a new Town Recorder, and her name is Janet Jennings who spent a couple of decades in Johnson City running a much bigger organization and Ms. Jennings is from Fall Branch and with a very, very high level financial mind and a wonderful Town Recorder. Alderman Wolfe asked Town Administrator Glenn Rosenoff about the financial health of the Town. Glenn Rosenoff said it is doing very well. With there being no further comments, Mayor Vest called for a motion.. Alderman Wolfe made the motion to approve the Financial Report as presented. Alderman Dickson seconded the motion and it duly passed.

Communications from the Mayor was the next item on the agenda. Mayor Vest presented the following committee appointments to the Jonesborough Planning Commission: reappoint Richie Hayward for a three-year term expiring August 2026; appoint Robin Harpe to fill an unexpired term (due to a resignation) expiring August 2025; and appoint Bob Williams to fill a vacant term expiring August 2026. Mayor Vest asked the Aldermen if they had questions or comments. There being none, Alderman Countermine made the motion to approve the appointments to the Jonesborough Planning Commission as requested, seconded by Alderman Dickson and duly passed.

Mayor Vest requested that the October 9<sup>th</sup> regular meeting date of the Board of Mayor and Aldermen be changed to Monday, October 16, 2023 at 7:00 p.m. Alderman Wolfe made the motion to approve change of the October 9<sup>th</sup> regular meeting of the Board of Mayor and Alderman to Monday, October 16, 2023 at 7:00 p.m., seconded by Alderman Countermine and duly passed.

Mayor Vest said that Anne Mason and Frank Collins were present to give an update on the Heritage Alliance Historic Jonesborough Specialty License Plate. Anne Mason said the design that was chosen is the iconic Chester Inn, the oldest building in the oldest town, and the background will be our beautiful Blue Ridge Mountains. Ms. Mason said that 1,000 pre-orders of the plate is required by the State of Tennessee, and the cost of each plate is \$35, which is the same for all TN specialty license plates, and will benefit the Heritage Alliance and the Jonesborough Genealogy Society. Ms. Mason said once the 1,000 pre-orders are received, it will take a little over four months for the plates to be produced and mailed to the local County Clerk offices across the state. Anne Mason said all Tennessee residents who have a vehicle registered can purchase the Historic Jonesborough specialty license plate, but that the plate is not available for motorcycles, RVs, or commercial vehicles. Anne Mason and Frank Collins expressed the appreciation to the BMA for their support of the Historic Jonesborough Specialty License Plate. Mayor Vest thanked Anne Mason and Frank Collins for their update on the license plates.

Mayor Vest said that the BMA will establish a Shanks Oak Tree Committee which will be made up of seven members. Mayor Vest said he was recommending the following people to be on the committee: Town Administrator Glenn Rosenoff, Alderman Kelly Wolfe, T. McLeod, a member of the Shanks family, a member of the Cruise family, a representative of the Heritage Alliance, and a member of Jonesborough's Tourism & Marketing Department. Mayor Vest asked the Aldermen if they had any questions or comments. There being none, Alderman Countermine made the motion for approve the recommendation of Mayor Vest appointments to the Shanks Oak Tree Committee as presented, Alderman Dickson seconded the motion and it was duly passed.

Mayor Vest read a Proclamation honoring the 125<sup>th</sup> Anniversary of the Schubert Club and proclaiming Wednesday, October 4, 2023 as The Schubert Club Day in the Town of Jonesborough. Mayor Vest presented the Proclamation to the members of The Schubert Club.

### **INSERT PROCLAMATION**

Mayor Vest asked Ruth Verhegge to come forward to present the following Paws In Blue Recognition Awards: (1) Foster Signs – *Fundraising Partner and Continued Support*; (2) Arby's of Jonesborough – *Appreciation of Continued Support*; (3) Jonesborough Wine and Spirits – *Donation of \$500 – "Fundraising Partner"*; (4) Crystal Raven – Jerome Powers – *Paws In Blue VIP" – Donation of \$1,000 and Dedication and Hard Work to Support our K-9's 2023.*



Mayor Vest asked Michael Kincheloe to come up to accept the Employee of the Month Award. Mayor Vest read the following nomination letter:

*I, Luke Cole, Director of Water Treatment, would like to nominate Michael Kincheloe for Employee of the Month. I believe that Mr. Kincheloe should be considered for several different reasons. Michael Kincheloe is a Plant Operator IV at the Water Treatment Facility. He has stepped up to several challenges at the plant over the last few months. He has come in to work several times on his days off and even cancelled scheduled vacation time off to help plant staff handle emergency situations. He will consistently stay late or come in early to complete sampling events that are mandated by TDEC. When a coworker was out for medical leave, he stepped up to help with those job duties as well. Michael has also taken the lead in training new operators. He leads by example and can be counted upon to go above and beyond his job duties. He is always helpful and will drop whatever he is doing to answer the phone whenever another employee calls him for help, even on his days off work. Working with Mike over the years has been a pleasure. He helps inspire the people around him to be their best. Michael is an asset to the Water Treatment Facility for the Town of Jonesborough.  
Submitted by: Luke E. Cole, Water Treatment Plant Director*

Mayor Vest asked Michael Kincheloe if he had any comments: Michael Kincheloe said he appreciated being nominated.

Mayor Vest said Mary Regen, Senior Center Director, will give an update about their Café Connections Program. Mary Regen said the Café Connection Program serves lunch every Wednesday for member of the senior center. Ms. Regen said last fall the center was awarded a grant to support this program, which turned into a farm-to-table experience and uses the gardens from Lincoln Park. Ms. Regen said the program started with a group of 5 – 10 people and now has up to 30 attendees. She said they have really seen a difference from the beginning to now, and are very glad that they can make additions to this mean such as fresh salads and vegetables, which changed the presentation of the meals. Mary Regen said this program caught the attention of the Tennessee Commission on Aging and Disability, and then was picked up by the ACL (Administration for Community Living) which is an honor to be recognized on the federal level. Mayor Vest thanked Mary Regen for the update and asked the Aldermen if they had comments. Alderman Dickson said Jonesborough is unique to have this building to bring the community together, and it is so important to who we are in Jonesborough. Town Administrator Glenn Rosenoff commended Mary Regen and the Senior Center staff for their hard work and efforts.

Mayor Vest expressed his appreciation to Jules Corriere who is retiring from the McKinney Center, and she has given the Town many years of great service and performance.

Citizens Comments was the next item on the Agenda. Mayor Vest asked if there were any citizens present that would like to comment at this time. Ruth Verhegge, 601

West Main Street, Jonesborough, TN, said as a retired dietitian, commended Mary Regen for trying to look out for the nutritional needs of our senior population. Ruth Verhegge said she want to commend the Board of Mayor and Aldermen. Ruth Verhegge said she has recently, on more than one occasion, heard criticisms of some of the members of the Board that she thinks are very inappropriate and basically cruel to those members. Ms. Verhegge said she has heard them say we need term limits, but we have term limits every two years, because every two years our Aldermen and Mayor are elected. Ms. Verhegge said she has been coming to Board meetings on a very regular basis for a very long time, and this Board appears to work together to accomplish what the citizens of Jonesborough would like to see accomplished, better than any she has seen in the past. Ruth Verhegge said she just wanted to say, thank you, to every one of you and she thinks you are worth every penny we pay you. Ms. Verhegge said she is a little bit disillusioned because of the change of date to the BMA meeting in October because on October 16<sup>th</sup>, at 6:00 p.m., we will be having a welcoming for our new K-9. Ms. Verhegge said the K-9 is a bloodhound, and a puppy, and he is going to be our PR dog, so everybody is going to be able to interact with him, and she hopes the Board members can make it to meet him. The Aldermen suggested bring the new K-9 to the BMA meeting for everyone to meet. Ruth Verhegge said the name of the new K-9 is Darrell and the reason for the name is the person who donated the money to purchase this dog, wants to honor her father and his name is Darrell. Mayor Vest thanked Ruth Verhegge for her comments.

Nancy Kavanaugh, 112 East College Street, Jonesborough, TN, addressed the Board with a procedural question, and wanted to know what separates a Consent Agenda from a Regular Agenda, because sometimes there are items that are on the Consent Agenda and are zipped right past it or just sounds like it is pretty arcane and the Board knows what it is, and she and citizens sit in the audience and wonder what those items are, what is be approved or are there any questions about those things. Ms. Kavanaugh said, for her, it is simply a matter of learning more about her government and what items make it to a Consent Agenda and what is on a Public Agenda. Mayor Vest said he appreciated that question and normally what is on a Consent Agenda is items that he, the Town Administrator, and others do not perceive any disagreement from the Board and that is why an item can be put on the Consent Agenda, and we feel it is going to be unanimous and it saves some time. Mayor Vest said there are items like the Town Administrator and Operations Manager reports, which are items that are going to get approved and a Consent Agenda helps expedites the meeting so that BMA doesn't spend 20 minutes talking about items that they know are going to eventually approve. Nancy Kavanaugh expressed her thanks to Mayor Vest for the clarification. Mayor Vest thanked Ms. Kavanaugh for her comments. Glenn Rosenoff the Board meeting agenda is published in its entirety on-line which gives more information. Mayor Vest said if an Alderman does have an item that they want pulled off of the Consent Agenda, then the Board pulls it off and discuss the item.

Alderman Communications was the next item on the agenda. Mayor Vest asked the Aldermen if they had any comments. Alderman Dickson said a couple of weeks they had a really good play at the McKinney Center called Crowns, and it was really healthy to see this community come together and it was just so well done. Alderman Dickson

said he thinks there were two shows initially and then there three shows added for five shows total. Alderman Dickson said it was just a really excellent production. Alderman Dickson said the Heritage Fair that was held recently, and Chad Bailey did a great job and it was good to history going back from the Cherokee period up to beyond World War 2, and it was really good to see.

Alderman Countermine said he would like to thank everyone for the love, prayers, emails, and cards for when he was in the hospital. Alderman Countermine said it does make a difference

Alderman Wolfe said he would like to reflect just a minute on a series of events that happened when we had the series of tornadoes touch downtown back in August. Alderman Wolfe said we had our Shanks Oak Tree go down, as well as many other trees in town, and our Street Department, Park and Recreation Crew, Fire and Police were all out cleaning stuff up and it was an incredible amount of stuff to clean up. Alderman Wolfe said our Town staff did a phenomenal job and it was a literal on all hands-on deck for about three or four days. Alderman Wolfe said the Water and Sewer Departments were involved in the clean up too. Alderman Wolfe said the Shanks Oak was a 112 feet tall and 122 feet wide and said that he feels God placed his hands on that tree to put it in the only place that it would not kill somebody and that was between the Shanks and the Cruses homes, went clear across West Main took out 5 telephone poles, power and it was 30 feet over in the yard of the houses across the street. He said our crews showed up about 1:00 am in the morning and started trying to clear the street and it was hard to do because there was a lot of stuff in the street. Alderman Wolfe said the Farm Bureau of Washington County did a phenomenal job helping the Kruse family and the Town with this incident, when they didn't necessarily have to, and the Town will be splitting the cost of the recovery, salvage and clean up of that tree, and that was part of a contractual obligation from many years ago when a conservation easement was put on the tree. Alderman Wolfe said he just wanted to say thank you to the Shanks family, who have been stewards of the oak tree for several generations. Alderman Wolfe said that 90% of the bigger parts of that tree was save and has been preserved and the committee that the Mayor appointed will be able to help make decisions about what happens to that wood in the community interests and preserve the legacy and just what it meant for our town for future generations.

Town Attorney Comments was the next item on the agenda. Mayor Vest asked Town Attorney Jim Wheeler if he had comments. Jim Wheeler said the 140 easement documents for the water transmission line going from the new Water Plant to the Persimmon Ridge Water Tank has been sent out by certified mail. Jim Wheeler said that the BMA will need to go into Executive Session before discussion of the Agenda Item 7-M.

The first item under Old Business was approval on second and final reading of an Ordinance amendment to the Jonesborough Municipal Code as related to Title 4, Chapter 1, adding Section 4-107 Energy Code and adopting the International Energy Conservation Code (IECC). Mayor Vest asked the Aldermen if they had questions or

comments. There being none, Alderman Countermine made the motion to approve on second and final reading the Ordinance amendment to the Jonesborough Municipal Code as related to Title 4, Chapter 1, adding Section 4-107 Energy Code and adopting the International Energy Conservation Code (IECC) as presented. Alderman Dickson seconded the motion and it was duly passed.

### **INSERT ORDINANCE**

The next item on the agenda was approval of the revised Resolution Authorizing the Issuance, Sale, and Payment of Various Capital Projects and Departmental Vehicles Capital Outlay Note 2023 by changing the terms from 10 years to 12 years.. Mayor Vest asked the Aldermen if they had questions or comments. There being none, Alderman Dickson made the motion to approve the revised Resolution No. 2023-12R authorizing the issuance, sale, and payment of various capital projects and departmental vehicles Capital Outlay Note 2023 not to exceed \$1,000,000 for a 12-year term, as presented. Alderman Wolfe seconded the motion and it was duly passed.

### **INSERT RESOLUTION**

The first item under New Business concerned the renaming of the McKinney Center Scholarship Fund in honor of our great friend Marion B. McKinney, and approve renaming the scholarship from the "Ernest L. McKinney Memorial Scholarship Fund" to "The Ernest L. and Marion B. McKinney Memorial Scholarship Fund". Mayor Vest asked the Aldermen if they had any comments or questions. Alderman Dickson said it is important to think about the legacy of this family and their contribution to the Town. Alderman Dickson said Ms. Marion was a staple of Jonesborough life, and we do miss her and miss her candor, miss her encouragement, and she really helped motivate him on more than one occasion. Alderman Dickson said it is fitting that we include Ms. Marion McKinney in this scholarship fund. Alderman Dickson said he also wanted to mention to the public that we as a Board did approve the formation of the McKinney Endowment and the thought was that if we could ever raise the money that we could take the proceeds from the interest to go into the McKinney Center Scholarship Fund. Alderman Dickson said the endowment is set up through the East Tennessee Foundation and it would be great to see if we could make that work so that long-term there would be funds to fuel the scholarship fund. Alderman Dickson made the motion to approve In honor of our great friend Marion B. McKinney, approve renaming the scholarship from the "Ernest L. McKinney Memorial Scholarship Fund" to "The Ernest L. and Marion B. McKinney Memorial Scholarship Fund", as recommended by Town Staff. Alderman Countermine seconded the motion and it was duly passed.

### **INSERT RESOLUTION**

The next item on the agenda was an Agreement with the Washington County Election Commission (WCEC). WCEC Director Dana Jones requested approval for the Agreement between the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee and the Washington County Election Commission to use the Visitor's Center

on the following election days: March 5, 2024, August 1, 2024, and November 5, 2024, with access and use of the reserved space in the auditorium the day prior to each election day on March 4, 2024, July 31, 2024, and November 4, 2024. Mayor Vest asked the Aldermen if they had questions or comments. There being none, Alderman Wolfe made the motion to approve the Agreement with the Washington County Election Commission in its entirety as presented, seconded by Alderman Counterminne and duly passed.

### **INSERT AGREEMENT**

The next item on the agenda was approval of revisions to the Jonesborough Senior Citizens Advisory Committee By-Laws. The Senior Citizens Advisory Committee unanimously voted to approve and recommend the changes to the Board of Mayor and Aldermen. Mayor Vest asked the Aldermen if they had questions or comments. There being none, Alderman Counterminne made the motion to approve the revised Jonesborough Senior Center Bylaws, as presented, seconded by Alderman Wolfe and duly passed.

### **INSERT BY-LAWS**

The next item on the agenda was approval of bids for Town projects:

- (7-D-1) Roof Replacement at the Elmer Gillespie Building (Persimmon Ridge) to Barnard Roofing in the amount of \$53,670.00.
- (7-D-2) Roof Replacement at the Fitness Center Building (Persimmon Ridge) to Barnard Roofing in the amount of \$59,930.00.
- (7-D-3) Boone Street Milling/Paving/Curbing to Summers-Taylor in the amount of \$365,290.00.
- (7-D-4) Parking Lot at Lincoln Park to Pavewell in the amount of \$194,193.00.
- (7-D-5) North Cherokee Street Curb/Sidewalk/Asphalt Construction to Pavewell in the amount of \$302,114.48.
- (7-D-6) Metal Buildings for the Street Department and Solid Waste & Recycling Center to Brant Construction, LLC in the amount of \$379,200.00, and allowing the Town Administrator to negotiate or value engineer a lower price.
- (7-D-7) West Main Street Sidewalks to Complete Construction Company in the amount of \$145,000.00, and allow the Town Administrator to negotiate with Complete Construction Company on the Oak Grove Avenue section of sidewalk for an amount of up to \$50,000.00.

Mayor Vest asked the Aldermen if they had questions or comments. Alderman Wolfe made the motion to approve the following bids as presented: (7-D-1), (7-D-2), (7-D-4),

(7-D-5), and (7-D7); and defer bids (7-D-3) and (7-D-6). Alderman Countermine seconded the motion and it was duly passed.

The next item on the agenda was approval of the Lincoln Park Rental Request and Agreement and Guidelines. The highlights of the Agreement is 1) Rentals apply to weekends only (Saturday and Sunday); 2) Only one rental per structure is permitted daily; 3) Pavilion fee is \$30.00 per hour; 4) Amphitheatre fee is \$50.00 per hour; and 5) Rentals require a 2-hour minimum. Mayor Vest asked the Aldermen if they had questions or comments. There being none, Alderman Wolfe made the motion to approve the Lincoln Park Facility Rental Request and Agreement, and the Lincoln Park Rental Guidelines, as presented. Alderman Dickson seconded the motion and it was duly passed.

#### **INSERT RENTAL AGREEMENT**

The next item on the agenda was approval of the Town's Leeboy Trail Paver Agreement. Town Attorney Jim Wheeler has reviewed the agreement, revisions were made based on that review, and staff is recommending approval. Mayor Vest asked the Aldermen if they had questions or comments. With there being none, Alderman Countermine made the motion to approved the Leeboy Trail Paver Rental Agreement as presented, seconded by Alderman Dickson and duly passed.

#### **INSERT RENTAL AGREEMENT**

The next item on the agenda was approval of Change Order #2 for the AMI/AMR water meter additions for the Water Project. the meter replacement project continues is moving to completion, the following change order is necessary to reconcile the meters based on their sizes at the end of the project. The description of the change order is an adjustment of quantities adding more 1" water meters to the project that were necessary whereby other sized meters like the 5/8" - 1/2" or 3/4" meters were needed less overall. The overall bid award amount is \$4,447,000.00. With Change Order Number 2, the adjusted contract price is \$4,446,149.00 or an additional \$681.00 decrease after Change Order Number 1 at \$170.00 decrease was approved previously by the BMA. In total, the adjusted contract price decreased by \$851.00. Mayor Vest asked the Aldermen if they had questions or comments. With there being none, Alderman Wolfe made the motion to approve the Change Order Number 2 "AMI/AMR Meter Additions for Water System Improvements" to adjust quantities to add 1" water meters to the project. Alderman Countermine seconded the motion and it was duly passed.

#### **INSERT CHANGE ORDER #2**

The next item on the agenda was approval of revisions to the Public Records Request Policy, including Forms A and B. Mayor Vest asked the Aldermen if they had questions or comments. With there being none, Alderman Dickson made the motion to approve the revisions to the Public Records Policy for the Town of Jonesborough, as presented. Alderman Countermine seconded the motion and it was duly passed.

## INSERT RECORDS REQUEST POLICY

The next item on the agenda was approval of bids for the Tiger Park project. Staff received formal notification that the Town has been awarded the Local Parks and Recreation Fund Grant for Tiger Park at the new Jonesborough K-8 School and grant dollars awarded total \$2,445,250.00. Mayor Vest asked the Aldermen if they had any questions or comments. Alderman Wolfe said what this 2.4 million dollar grant is going to do is let this school open with fully equipped ballfields, lighted, restrooms, concession stand, tennis courts, pickleball courts, and 4 playgrounds; and it is going to be fantastic and Washington County is going to be a partner in it to help the Town meet the match with this. Alderman Wolfe said it is a fantastic investment for the county and the town, and will benefit people in Jonesborough because all these areas when not in use by the school, will become public park use for the people of the Town of Jonesborough. Alderman Countermine asked Jim Wheeler if all of the bids approvals could be approved together. Jim Wheeler said yes. Town Administrator Glenn Rosenoff said there is one thing he needs to add, which is in the recommendation versus the "as presented", that any approvals of the 7 bids be subject to acceptance of the grant award by the Board of Mayor and Aldermen.

- (7-I-1) Athletic Area Fencing to McCall Commercial Fencing in the amount of \$51,015.00.
- (7-I-2) Playground Equipment to Recreational Concepts in the amount of \$1,228,184.66.
- (7-I-3) Bleachers to Bliss Products & Services, Inc. in the amount of \$109,834.00.
- (7-I-4) Restroom/Concession Building to BurWill Construction in the amount of \$953,00.00.
- (7-I-5) Tennis Court Construction/Asphalting to Summers-Taylor, LLC in the amount of \$155,600.00.
- (7-I-6) Track and Tennis Court Surfacing - Court Nets to Competition Athletic Surfaces in the amount of \$106,000.
- (7-D-7) Field and Court Lighting to Premiere Sports Lighting in the amount of \$649,000.00.

Alderman Wolfe made the motion to approve the bids for Items (7-I-1), (7-I-2), (7-I-3), (7-I-4), (7-I-5), (7-I-6), and (7-I-7), pending the Board of Mayor and Aldermen approving the LPRF Grant funding to pay for it. Alderman Countermine seconded the motion and it was duly passed.

The next item on the agenda was approval of GRC's (Goins Rash Cain, Inc.) Change Order #12 for the Jackson Theatre Project in the amount of \$286,395.11. There

being no discussion, Mayor Vest called for a motion. Alderman Countermine made the motion to approve GRC's Change Order #12 for the Jackson Theatre Project in the amount of \$286,395.11, Alderman Dickson seconded the motion and it was duly passed.

### **INSERT CHANGE ORDER**

The next item on the agenda was approval of the Finance Director/Town Recorder Employment Agreement between the Board of Mayor and Aldermen and Janet Jennings. Mayor Vest said we are blessed to have someone with the qualifications of Janet Jennings to come in after Robert Anderson and are excited about having her experience here in Jonesborough. Alderman Wolfe made the motion, seconded by Alderman Countermine, to approve the Finance Director/Town Recorder Employment Agreement between the Board of Mayor and Aldermen and Janet Jennings, and formally appoint Janet Jennings to that position. The motion was duly passed.

### **INSERT EMPLOYMENT AGREEMENT**

The next item on the agenda was approval of the School Bond Resolution Series 2023A, with supporting General Obligation Bond Series 2023A, Registered No. R-1 through R-4, totaling \$32,750,000, subject to review and approval of USDA Rural Development. Mayor Vest said in the long-run this will save the Town some money on interest. Alderman Wolfe asked Town Attorney Jim Wheeler if he had reviewed the Bond Resolution. Jim Wheeler replied yes. Mayor Vest asked the Aldermen if they had any further comments or questions. There being none, Alderman Countermine made the motion to approve School Bond Resolution Series 2023A, with supporting General Obligation Bond Series 2023A, Registered No. R-1 through R-4, totaling \$32,750,000, subject to review and approval of USDA Rural Development, as presented. Alderman Wolfe seconded the motion and it was duly passed.

### **INSERT RESOLUTION**

The next item on the agenda was approval of the School Bond Resolution Series 2023b, with supporting General Obligation Bond Series 2023B, Registered No. R-1 through R-2, totaling \$10,000,000, subject to review and approval of USDA Rural Development. Mayor Vest asked the Aldermen if they had any comments or questions. There being none, Alderman Wolfe made the motion to approve School Bond Resolution Series 2023B, with supporting General Obligation Bond Series 2023B, Registered No. R-1 through R-2, totaling \$10,000,000, subject to review and approval of USDA Rural Development, as presented. Alderman Dickson seconded the motion and it was duly passed.

### **INSERT RESOLUTION**

Mayor Vest recessed the Board meeting, in order for the BMA to go into Executive Session. The Executive Session meeting adjourned, and Mayor Vest reconvened the regular BMA meeting.



The next item on the agenda was a Resolution for Condemnation of the Shane Adams property, in order to acquire the alley between the Jackson Theatre and the Main Street Café, as well as a 5-foot by 52.30-foot parcel for utility and building access and maintenance purposes immediately behind and adjacent to the Jackson Theatre building. Mayor Vest asked the Aldermen if they had any comments or questions. Alderman Wolfe asked Town Administrator Glenn Rosenoff what was the necessity of this exception for things at the Jackson Theatre. Glenn Rosenoff said the immediate necessity is the permanent power, which he will refer to as the switch gear, to the Jackson Theatre; and in public interest of a public building we have to power. Mr. Rosenoff said in discussions with Mr. Shane Adams, who owns the alley, much of the conversations about the electric has been focused on the alley and location. Mr. Rosenoff said both himself and the Town Attorney Jim Wheeler, and others have talked to Mr. Adams for quite some time about different scenarios and different locations of the switch gear all of which are predominately for access repair and maintenance through the alley. Mr. Rosenoff said the alleyway also has other public infrastructure through it. Mayor Vest asked Glenn Rosenoff what other public utilities are through that. Glenn Rosenoff said there is water, stormwater, and electric. Alderman Wolfe said this is the alley between Main Street Café and the Jackson Theatre. Glenn Rosenoff said yes. Alderman Wolfe said he knows there is an electrical vault that is in there and a 3-phase power line comes from Main Street in through there, and the water comes in there, so that alley is loaded up with utilities. Alderman Wolfe asked if there is a need in terms of the operation of the Jackson Theatre once it is open for use of that alley on a continual basis. Glenn Rosenoff said yes. Mr. Rosenoff said when you are talking about pedestrians or in particular performances or anybody utilizing the public building, the Jackson Theatre access, or people basically gaining access to go to a show, the alleyway is predicted to be the number one access point or driving through. Alderman Wolfe asked what is that garage door for in the alley. Glenn Rosenoff said that is for loading and unloading for anyone, more on the performing end, to have their equipment, wardrobe, or anything to do with performance will be unloaded in the alley. Mayor Vest said he always thought that was a public alleyway, because he has seen so many cars use that to drive around those buildings. Glenn Rosenoff said the access serves as public. Alderman Wolfe said that even Main Street Café has their drive up window on that alley. Mr. Rosenoff said the project the switch gear has been the number one urgency of the project to move forward us forward to complete, and we have no choice but to look at the alley and to look at the scenarios that they had talked to Mr. Shane Adams about. Mr. Rosenoff said the first time they looked at, if you are in the alley going towards the back where the Jackson is, to the right to the garage doors, the original location of the switch gear was going to go there on a 4 X 3 pad and the remaining components of the switch gear was going to be located on the building. Mr. Rosenoff said Mr. Adams did not like that location, and talked about obstruction to where access you access his property to the rear. Mr. Rosenoff said they pivoted and looked at an area that Mr. Adams which is where they refer to as the hedge which is at the end of the alleyway and they consider it more of a hedge for privacy and the thought process is that it is in the alley where all of our utilities are and all of our other essential components and to place a 4 X 6 pad to accommodate the switch gear in the alley against the hedge. Mr. Rosenoff said if you are looking from Mr. Adams' property you would not be able to see

the switch gear component and they thought that was important. Mr. Rosenoff said the reason the pad increases in size to 4 X 6 is because you no longer have a building to hang any of the CT or any gear at all so you depending the pad that is poured in place and everything from the switch gear would be located on the pad. Mr. Rosenoff said Mr. Adams also talked about questioning if we could put switch gear behind the Jackson in the corner where the corner of the Jackson meets up with the JRT. He said we had received cost information on that at that time to just go 20 feet on the rear of building was \$50,000 and to go 50 feet was \$125,000 which made it cost prohibitive at that particular time. He said another area that Mr. Adams had mentioned to them to look into which they did was can we not recess the switch gear unit into the building in a similar location in the alley on the side of the Jackson closer to where the door is and just recess it like a ATM machine and behind that wall is a basically the only access to the basement where there is electrical panels and things like that, and there is a stair case so there was no way to do that without impeding the access to the basement up and down and providing for unsafe conditions, so we had to abandon that. Mr. Rosenoff said they looked at around the corner so if you come down the alley the Jackson is on you right still, you just come around the corner to the back of the Jackson they look at that option was another consideration equivalent to the original one and that way you have about the same pad, a 4 X 3, and you still hang some of the switch gear components onto the building. Mr. Rosenoff said these were not favorable to Mr. Adams as well. He said that also poses a little bit of issues as you get to the back as far as access as repair and maintenance because it is not just a fuse box, this is a major unit that a utility truck would have to be able to get in there and often times they talk about using cranes or different types of equipment. He said there is a lot to it if had to do repairs or even maintenance. Mr. Rosenoff said there was an option of talking about 4 X 6 and where the hedge was again and there is the Herman Jenkins property to the left and Mr. Adams talked about putting the 4 X 6 and having 3 feet on his side, and 3 feet side on Mr. Jenkins' side. Glenn Rosenoff said one of the issues they are talking about is the alley is essential to our public interest whether we are talking about the switch gear or talking about our existing utilities and being able to do work within the alley way. Mr. Rosenoff said again, we are looking at locating it in the alley way. Mr. Rosenoff said another "why not locate it at the Chester Inn across the street" which the switch gear back and forth the cost was prohibitive on that and we didn't get a cost, but we do know it is much more than a \$125,000 that we had got estimates on to go in that corner is between the Jackson and JRT and this was probably double the price of that. Alderman Wolfe said there is a recommendation in the Resolution that they are being asked to consider, and asked Glenn Rosenoff if he supported the recommendation in that Resolution. Glenn Rosenoff replied yes, and said we have no choice in an urgent matter to acquire the alley, that information is in the Resolution, the price that was included in there as well. Mr. Rosenoff said all of this information talked about with Mr. Shane Adams right now, he is not aware of any immediate agreement, but as you look at agenda presentation, it does talk about that were are still working with Mr. Adams to try and find a resolve together. Mr. Rosenoff said we have no choice but to take action the Resolution to move forward on the alley. Alderman Wolfe said anytime you are talking about condemnation that is a high ball and it has to be very highly documented as to the urgent need and necessity of this to happen. Alderman Wolfe said he never realized before that this was a piece of private property

just because of how much public use there is on it on a continual basis all hours of the day. Alderman Wolfe said he knows that we have utilities that the Town has paid and saw already on this property, and he does see an urgent need for it and especially when it comes to the ongoing operations of the Jackson Theatre, and he wants to see that big investment that we have made for the citizens of Jonesborough flourish and be successful, and if we can't get consistent reliable access to the building through that garage door for road group bringing their essentials that he thinks we will be in trouble. Glenn Rosenoff said one point is in the Town acquiring the alley there is still public access in the alley because we are not denying anybody through the alley. Alderman Wolfe asked even if the Town acquires the alley the use will not be lost. Glenn Rosenoff said that is correct. Mayor Vest said currently it is gravel, because of the utility work that was put in there and asked if had been paved in the past. Alderman Wolfe said it was paved in the past. Mayor Vest asked who paved the alley. Glenn Rosenoff said he did not know. Jim Wheeler said one thing the Board ought to consider is the little triangle on the back of the building that is on the diagram attached to the Resolution, because that is where the building is encroached on this property 1.81 feet in the back. Mayor Vest asked if this was part of the alley condemnation. Jim Wheeler said it is part of this condemnation, which is both pieces as showed on the diagram and the BMA needs to consider whether that is in the public interest to put that building square on the property. Alderman Countermine said we are not going to move the building. Mayor Vest asked if Main Street Café gets deliveries behind their building. Alderman Wolfe replied yes. Mayor Vest said is Main Street Café is going to have public access down the alley, and the parking spaces behind Dr. Bill Kennedy's building. Glenn Rosenoff said the drive-through window at Main Street Café people drive up on the left side, and do not back out onto Main Street they go around just like a thru-way, and the access of the alley is where people flow through there. Mayor Vest said he thinks this has always been critical to have public access there, and it has always been there and it is more important now to have that alley. Jim Wheeler said the Board has the recommendation to approve Resolution to Condemn the Property, choosing the option of what is on Exhibit A the diagram including the 1.18 feet at back of the building. Mayor Vest called for a motion. Alderman Wolfe made the motion to adopt the Resolution for Condemnation as presented based on critical need of this property for the future function of the Jackson Theatre, maintenance of the Town's utilities and in the public interest, and referencing the drawing with that has the word West at the top of it, as the Mayor pointed out, as the article to define what property the Board is talking about. Alderman Countermine seconded the motion and it was duly passed.

#### **INSERT RESOLUTION**

There being no further business the meeting was duly adjourned.

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JANET JENNINGS, RECORDER

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CHUCK VEST, MAYOR

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 2 *Consent Agenda*

SUBJECT: Approval of Bills

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Attached for BMA approval is the list of the September 2023 bills.

### Check Register - General Fund - September 2023

09/01/23	107174 - 107207	\$58,707.00
09/01/23	107208 - 107210-damaged checks	\$0.00
09/06/23	107212 - 107231	\$36,832.39
09/07/23	107232	\$17,257.00
09/07/23	107233 -107322	\$62,219.37
09/12/23	106226 - void	(\$526.76)
09/12/23	103440 - void	(\$200.00)
09/12/23	107323 - 107352	\$237,981.66
09/13/23	107353 - 107355	\$18,826.40
09/14/23	107356	\$34,915.50
09/18/23	107233 - void	(\$278.32)
09/19/23	107357 - 107365	\$106,707.76
09/20/23	107366 - 107374	\$8,344.90
09/22/23	107375 - 107453	\$166,846.15
		<b>\$747,633.05</b>

### Check Register- Water Fund -September 2023

09/01/23	66291 - 66309	\$50,860.85
09/06/23	66310 - 66313	\$28,398.27
09/07/23	66314 - 66365	\$436,833.26
09/12/23	66366 - 66377	\$16,627.75
09/13/23	66378 - 66380	\$16,189.63
09/14/23	66381	\$66,413.36
09/19/23	66382 - 66388	\$63,856.14
09/20/23	66389 - 66390	\$1,396.44
09/22/23	66391 - 66430	\$162,847.33
		<b>\$843,423.03</b>

### Check Register -Sanitation Fund - September 2023

09/01/23	10154 - 10155	\$825.42
09/06/23	10156 - 10157	\$2,174.41
09/07/23	10158 - 10164	\$900.53
09/12/23	10165	\$102.75
09/13/23	10166	\$6,479.38
09/19/23	10164 - void	(\$165.00)
09/19/23	10167 - 10170	\$7,906.62
09/22/23	10171 - 10181	\$18,431.09
		<b>\$36,655.20</b>

### Check Register -School Fund September - 2023

09/11/23	1130	\$ 1,566,348.19
		<b>\$ 1,566,348.19</b>

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

*Consent Agenda*

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 3

SUBJECT: Town Administrator Report

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Employee Hire/Promotions/Resignations – September 1, 2023 – September 30, 2023

Employee Hires:

- 9-11-23 – Randy Dople – Water Worker I @ Grade 2 Step 1 (\$31,836)
- 8-11-23 – Robert Stinson – Wastewater Maintenance Technician (Non-Certified)  
@ Grade 6 Step 1 (\$37,1321)
- 9-12-23 – Zach Williams – Equipment Operator II @ Grade 5 Step 6 (\$40,535)  
Water Distribution – County Crew
- 9-13-23 – Breanna Walker-Schadler – McKinney Center Manager @  
Grade 3 Step 1 (\$33,122)
- 9-14-23 – John Edwards – Equipment Operator I @ Grade 3 Step 1 (\$33,122)  
Water Distribution – County Crew
- 9-28-23 – Howard Brown – Recycle Collection Worker I @ Grade 2 Step 1 (\$31,836)
- 9-29-23 – Heath Saine – Public Safety Officer @ Grade 8 Step 6 (\$45,911)

Employee Resignations/Retirements:

- 9-8-23 – Cody Smith resigned as Equipment Operator I (Water Distribution – County Crew)

## MEMORANDUM

To: Glenn Rosenoff, Town Administrator

From: Craig Ford, Operations Manager

Ref: September 2023 Monthly Report

Date: October 12, 2023

This month, I met with Tommy Burlison, Todd Wood, Malcolm Highsmith, and a couple of representatives from Summers Taylor regarding a sight issue on North Cherokee/Tavern Hill at the intersection of Skyline Drive. It was determined that grade work on Skyline would be necessary to improve the sight distance.

I notified the vendors whose bids were approved at the September meeting that they could proceed with their projects. I spoke with Todd Bernard, and gave him the purchase order numbers for the two roofs. He did not give me a start date.

I notified Josh Russell that he could proceed with the West Main Street/Oak Grove sidewalk project. If you will recall, the BMA gave you the authority to negotiate with Mr. Russell to include Oak Grove, not to exceed a total of \$195,000.00. His total cost came in at \$190,000.00.

Mr. Russell is ready to proceed. The Street Department has some minor drainage work to do and we are awaiting the survey for the east side of Oak Grove. I hope to have this project started before the end of October.

Pavewell was given the notice to proceed with the Lincoln Park parking lot and the North Cherokee/Thompson Meadow Lane project. Pavewell has all but finished the needed grade work at Lincoln Park and plan on putting asphalt down beginning October 15, 2023.

The Street Department has completed the work they need to do for Pavewell to be able to start the North Cherokee project. We are still awaiting construction easements for the properties on the east side of the street. This is becoming critical to the project at this point.

Finally, I have been working with the contractor on the Street/Solid Waste building(s). After negotiating with the vendor, we were able to get the building to \$273,000.00 from the original bid amount of \$379,200.00. This gets the Town under the budgeted amount for the buildings; however, we will probably need to look for additional funding for the finished office space.

We sold the three old snow removal pick up trucks on GovDeals in September for a total of \$9,175.00.

Town staff did an excellent job this year in getting the Town ready for the Storytelling Festival. The Town looked great and staff did an excellent job during the festival.

I worked with Shane Adams and Travis White, (GRC Construction), on the placement of the power switchgear pad in the alley at the Jackson Theater. Th initial meeting went well and I believe we will be able to put that behind us the week of October 16.

Finally, the Police Department had \$43,000.00 budgeted for a vehicle for the grant Investigator position. The Department is unable to secure a vehicle. They were able to find one in Georgia for \$46,000.00, which is well under the current Tennessee State-wide contract, which is over \$47,000.00.

The Police Department is going to secure this vehicle, which will put this line item over. We will come back to the BMA in December or January with budget amendments to cover the cost. The Police Department has the funds needed to cover the additional expense.



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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 5 *Consent Agenda*

SUBJECT: Committee Reports

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No Committee Reports were submitted.

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

*Consent Agenda*

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 6

SUBJECT: Supervisor Reports

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1. Police Department
2. Fire Department
3. Director of Special Events
4. Street Department
5. Animal Control
6. Utility Manager
7. Water Quality
8. Water Distribution
9. Wastewater
10. Water Plant
11. Director of Tourism & Main Street



### Jonesborough Department of Public Safety September 2023 Monthly Report

- **CITATIONS**

The department issued a total of (161) citations for the month of September which consisted of the following violations: (48) Speeding, (35) Financial Responsibility, (11) Registration Violations, (6) Seatbelt Law, (9) Failure to Obey Traffic Control Device, (0) Due Care, (4) Light Law Violations, (15) Hands-Free Cell Phone Use/Cell Phone in School Zone, as well as other moving violations. There were also (134) written warnings issued for various violations. There was (1) Parking Citation and (0) Municipal Ordinance Violation.

- **ARRESTS**

A total of (56) arrests were made for the month of September, including (2) DUIs, (4) Felony Charges, and (52) Misdemeanor Charges.

- **CRIMINAL INVESTIGATIONS**

CID Investigator C. Couch had (7) Assigned Cases for the month of September. He was able to close (4) of those cases with (3) remaining active. Additionally, CID closed (3) other cases that were assigned in the months of April, July, and August. Lt. C. Reece had (2) Assigned Cases for the month of September. He has (2) cases remaining active.

- **MOTOR VEHICLE CRASHES**

A total of (19) crashes were reported and investigated for the month of September. Most crashes occurred on East/West Jackson Blvd; most crashes were over \$400 in damage with some resulting in a possible or confirmed injury.

- **CANINE**

For September, K9, *Cygan*, was involved in (1) deployment, (16) Training Hours, and (0) Arrests. K9, *Falco*, was involved in (4) deployments, (8) training hours, and (0) arrests. K9, *Bond* was involved in (0) deployments, (18) training hours, and (0) Arrests.

- **RESERVES**

The reserve officers contributed (7) hours for the month of September. Reserve Officer C. Greenway contributed the most hours with (7) hours.

- **CODE ENFORCEMENT**

There were (0) ordinance violations issued during the month of September. These matters will be heard in Municipal Court in the coming weeks.

- **DISPATCH TRANSACTIONS FOR JCPD**

For September, our dispatchers assisted Johnson City Police Department with approximately (37) Transactions.

- **OTHER CALLS FOR SERVICE**

There were (1179) CAD Entries for the month of September.



### September 2023 Redflex Report

From September 1<sup>st</sup> through September 30<sup>th</sup> the traffic cameras registered a total of (711) violations with (17) violations remaining for processing. Of the total violations, Redflex and Jonesborough officers rejected (124) resulting in (570) violations mailed. The primary reasons for violations being dismissed were Plate/Signal/Vehicle Obstruction (41) and Incorrect/Incomplete DMV, Sun Glare/Weather/Nature, and Extended Vehicle (52). There were (31) rejections for Wrong or No DMV/ Paper Plates.

The highest number of violations occurred at Forrest at Jackson- Food City (Southbound) with (365) violations followed by Jackson at Forrest (Westbound) with (115).





### Jonesborough Department of Public Safety August 2023 Monthly Report

- **CITATIONS**

The department issued a total of (316) citations for the month of August, which consisted of the following violations: (113) Speeding, (27) Financial Responsibility, (36) Registration Violations, (10) Seatbelt Law, (18) Failure to Obey Traffic Control Device, (2) Due Care, (60) Light Law Violations, (34) Hands-Free Cell Phone Use/Cell Phone in School Zone, as well as other moving violations. There were also (154) written warnings issued for various violations. There was (1) Parking Citation and (2) Municipal Ordinance Violation.

- **ARRESTS**

A total of (61) arrests were made for the month of August, including (6) DUIs, (0) Felony Charges, and (61) Misdemeanor Charges.

- **CRIMINAL INVESTIGATIONS**

CID Investigator C. Couch had (4) Assigned Cases for the month of August. He was able to close (3) of those cases with (1) remaining active. Additionally, he closed (4) other cases that were assigned in the month of July. Lt. C. Reece had (0) Assigned Cases for the month of August,

- **MOTOR VEHICLE CRASHES**

A total of (37) crashes were reported and investigated for the month of August. Most crashes occurred on East/West Jackson Blvd; most crashes were over \$400 in damage with some resulting in a possible or confirmed injury.

- **CANINE**

For August, K9, *Cygan*, was involved in (1) deployment, (16) Training Hours, and (0) Arrests. K9, *Falco's* hours were not reported. K9, *Bond* was involved in (5) deployments, (16) training hours, and (0) Arrests.

- **RESERVES**

The reserve officers contributed (17) hours for the month of August. Reserve Officer R. Collins contributed the most hours with (8) hours.

- **CODE ENFORCEMENT**

There was (2) an ordinance violation issued during the month of August. These matters will be heard in Municipal Court in the coming weeks.

- **DISPATCH TRANSACTIONS FOR JCPD**

For August, our dispatchers assisted Johnson City Police Department with approximately (29) Transactions.

- **OTHER CALLS FOR SERVICE**

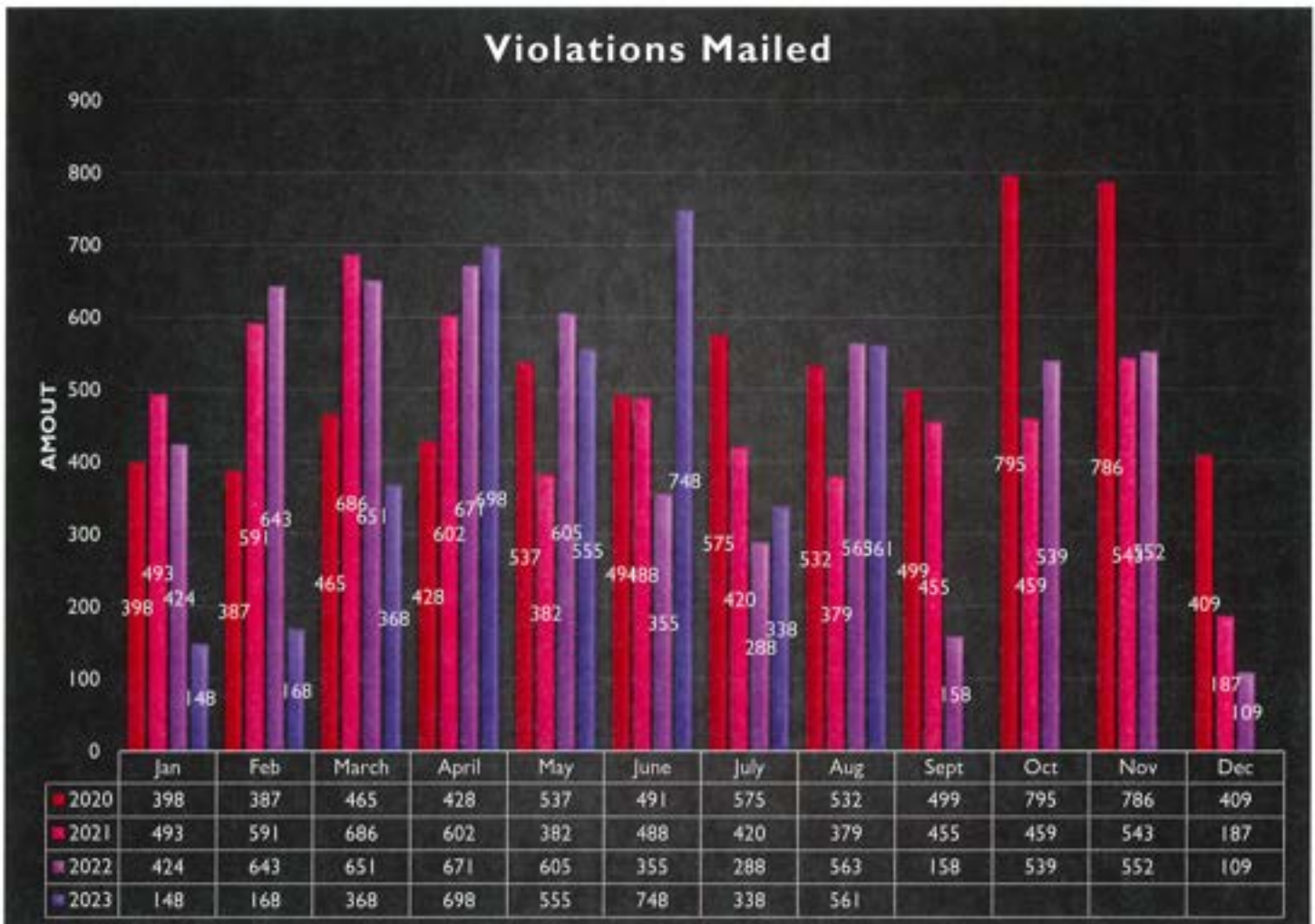
There were (1294) CAD Entries for the month of August.



### August 2023 Redflex Report

From August 1<sup>st</sup> through August 31<sup>st</sup> the traffic cameras registered a total of **(718)** violations with **(7)** violations remaining for processing. Of the total violations, Redflex and Jonesborough officers rejected **(150)** resulting in **(561)** violations mailed. The primary reasons for violations being dismissed were Plate/Signal/Vehicle Obstruction **(55)** and Incorrect/Incomplete DMV, Sun Glare/Weather/Nature, and Extended Vehicle **(43)**. There were **(31)** rejections for Wrong or No DMV/ Paper Plates.

The highest number of violations occurred at Forrest at Jackson- Food City (Southbound) with **(362)** violations followed by Jackson at Forrest (Westbound) with **(118)**.





**Jonesborough Fire Department  
Call History Report by Date - Main Station  
9/1/2023 - 9/30/2023**

Date	Type	Incident #	Incident Type	Primary Action	Address	# Of Attendees	Total Time
Fri 09/01/2023 12:40	Public Service	2300453	553 Public service.	86 Investigate	1203 Ben Gamble RD	1	00:10
Fri 09/01/2023 16:17	Motor Vehicle Accident	2300454	322 Motor vehicle accident with injuries	86 Investigate	684 Old State Route 34 HWY	4	00:23
Sun 09/03/2023 19:49	Other	2300455	140 Natural vegetation fire, other	86 Investigate	801 Ashley MDWS	3	00:14
Mon 09/04/2023 05:37	Fire Alarm	2300456	745 Alarm system activation, no fire - unintentional	86 Investigate	349 Frank Lowe RD	2	00:34
Tue 09/05/2023 17:11	Motor Vehicle Accident	2300457	322 Motor vehicle accident with injuries	86 Investigate	542 Bacon Branch RD	2	01:24
Wed 09/06/2023 12:10	Other	2300458	600 Good intent call, other	86 Investigate	440 Sand Valley RD	2	00:15
Wed 09/06/2023 14:05	Public Service	2300459	553 Public service	75 Provides equipment	349 Frank Lowe RD	2	00:10
Wed 09/06/2023 20:56	Fire	2300460	600 Good intent call, other	86 Investigate	133 Maverick RD	3	00:28
Thu 09/07/2023 09:06	Fire Alarm	2300461	745 Alarm system activation, no fire - unintentional	86 Investigate	121 W Main ST	2	00:03
Thu 09/07/2023 10:02	Public Service	2300462	500 Service Call, other	75 Provide equipment	189 Forest View DR	2	00:39
Thu 09/07/2023 22:31	Fire Alarm	2300463	611 Dispatched & cancelled en route	93 Cancelled en route	181 Jacob Bright LN	2	00:02
Fri 09/08/2023 10:50	Other	2300464	440 Electrical wiring/equipment problem, other	86 Investigate	316 N 81 HWY	4	00:18
Fri 09/08/2023 23:08	Public Service	2300465	500 Service Call, other	86 Investigate	1206 Hales CT	2	00:36
Sat 09/09/2023 09:54	Fire Alarm	2300466	745 Alarm system activation, no fire - unintentional	86 Investigate	123 Hardin DR	2	00:11
Sun 09/10/2023 03:39	Other	2300467	611 Dispatched & cancelled en route	93 Cancelled en route	378 E Jackson BLVD	2	00:05
Mon 09/11/2023 19:29	Other	2300468	611 Dispatched & cancelled en route	93 Cancelled en route	1501 Ridges Club DR	2	00:07
Mon 09/11/2023 18:00	Other	2300469	611 Dispatched & cancelled en route	93 Cancelled en route	Conklin RD	2	00:16
Tue 09/12/2023 22:02	Motor Vehicle Accident	2300470	322 Motor vehicle accident with injuries	86 Investigate	Brandonwood DR	2	01:09
Wed 09/13/2023 17:38	Motor Vehicle Accident	2300471	322 Motor vehicle accident with injuries	86 Investigate	2296 Highway 81 South HWY	2	00:39
Thu 09/14/2023 06:03	Motor Vehicle Accident	2300472	322 Motor vehicle accident with injuries	86 Investigate	John France RD	2	00:20
Thu 09/14/2023 17:25	Other	2300473	500 Service Call, other	86 Investigate	205 Cornell LN	2	00:12
Fri 09/15/2023 13:08	Motor Vehicle Accident	2300474	322 Motor vehicle accident with injuries	86 Investigate	114 W Jackson BLVD	4	01:24
Sat 09/16/2023 15:15	Motor Vehicle Accident	2300478	322 Motor vehicle accident with injuries	86 Investigate	231 Sugar Hollow RD	2	00:44
Sat 09/16/2023 21:36	Motor Vehicle Accident	2300475	322 Motor vehicle accident with injuries	86 Investigate	Old Embreville RD	2	-22-10
Sat 09/16/2023 23:25	Motor Vehicle Accident	2300476	322 Motor vehicle accident with injuries	86 Investigate	Lovegrove RD	2	00:31



**Jonesborough Fire Department  
Call History Report by Date - Main Station  
9/1/2023 - 9/30/2023**

Date	Type	Incident #	Incident Type	Primary Action	Address	# Of Attendees	Total Time
Sat 09/16/2023 23:30	Other	2300479	622 No incident found on arrival at dispatch address	86 Investigate	428 Claude Simmons RD	2	00:11
Sat 09/16/2023 23:56	Medical Assist	2300477	311 Medical assist, assist EMS crew	73 Provide manpower	1003 NATION TRL	2	-23:34
Mon 09/18/2023 14:43	Other	2300480	500 Service Call, other	86 Investigate	1002 Haws DR	3	00:15
Mon 09/18/2023 15:25	Public Service	2300481	500 Service Call, other	75 Provide equipment	125 Dillow DR	2	00:14
Mon 09/18/2023 20:29	Medical Assist	2300482	311 Medical assist, assist EMS crew	73 Provide manpower	211 Patton DR	2	00:29
Mon 09/18/2023 23:27	Medical Assist	2300483	311 Medical assist, assist EMS crew	73 Provide manpower	138 Poplar Hill DR	2	00:10
Tue 09/19/2023 06:39	Fire Alarm	2300484	743 Smoke detector activation, no fire - unintentional	86 Investigate	121 W Main ST	3	00:09
Tue 09/19/2023 12:54	Other	2300485	412 Gas leak (natural gas or LPG)	86 Investigate	231 Lakeridge DR	3	00:19
Tue 09/19/2023 21:32	Motor Vehicle Accident	2300486	322 Motor vehicle accident with injuries	86 Investigate	100 E Jackson BLVD	2	00:49
Wed 09/20/2023 09:49	Public Service	2300487	500 Service Call, other	75 Provide equipment	715 Old Embreeville RD	2	00:19
Wed 09/20/2023 10:17	Motor Vehicle Accident	2300488	322 Motor vehicle accident with injuries	86 Investigate	Conklin	2	00:21
Wed 09/20/2023 13:04	Medical Assist	2300489	311 Medical assist, assist EMS crew	70 Assistance, other	101 Montyre RD	2	00:16
Thu 09/21/2023 16:39	EMS	2300490	321 EMS call, excluding vehicle accident with injury	32 Provide basic life support (BLS)	61 New Halifax ST	2	00:38
Fri 09/22/2023 08:06	Fire Alarm	2300491	745 Alarm system activation, no fire - unintentional	86 Investigate	132 Highland Church RD	4	00:22
Mon 09/25/2023 11:19	Haz Mat	2300492	412 Gas leak (natural gas or LPG)	86 Investigate	3007 Moss Creek DR	2	00:29
Mon 09/25/2023 21:04	Other	2300493	600 Good intent call, other	86 Investigate	5 Audrey LN	2	00:23
Wed 09/27/2023 08:52	Haz Mat	2300494	424 Carbon monoxide incident	86 Investigate	742 Barley LOOP	2	00:48
Wed 09/27/2023 13:17	Other	2300495	611 Dispatched & canceled en route	93 Cancelled en route	Claude Simmons RD	2	00:10
Wed 09/27/2023 13:55	Public Service	2300496	553 Public service	75 Provide equipment	28 Vestia Sue CT	2	00:39
Wed 09/27/2023 15:56	Fire	2300497	151 Outside rubbish, trash or waste fire	86 Investigate	118 Hilbert CIR	2	00:31
Thu 09/28/2023 09:09	Public Service	2300498	553 Public service	75 Provide equipment	1628 E Jackson BLVD	2	00:24
Fri 09/29/2023 06:18	Other	2300499	611 Dispatched & canceled en route	93 Cancelled en route	1641 Rocky Hollow RD	2	00:06
Fri 09/29/2023 16:30	Public Service	2300500	553 Public service	86 Investigate	110 Lawing AVE	2	00:02
Sat 09/30/2023 15:05	Medical Assist	2300501	311 Medical assist, assist EMS crew	70 Assistance, other	268 E Main ST	2	00:10

Total calls for Assist : 0





**Jonesborough Fire Department**  
**Call History Report by Date - Main Station**  
**9/1/2023 - 9/30/2023**

Total calls for EMS:	1
Total calls for Fire:	2
Total calls for Fire Alarm:	6
Total calls for Fire Drill:	0
Total calls for Haz Mat:	2
Total calls for Medical Assist:	5
Total calls for Motor Vehicle Accident:	11
Total calls for Other:	13
Total calls for Public Education:	0
Total calls for Public Service :	9
Total calls for Special Duty:	0
<b>Total calls:</b>	<b>49</b>
<b>Total Time:</b>	<b>-26:-27</b>
	<b>Avg. Call Attendance: 2.24</b>



**Jonesborough Fire Department**  
**Incident Type Report by Date**  
**9/1/2023 - 9/30/2023**

Incident Type	Total Incidents
140 Natural vegetation fire, other	1
151 Outside rubbish, trash or waste fire	1
311 Medical assist, assist EMS crew	5
321 EMS call, excluding vehicle accident with injury	1
322 Motor vehicle accident with injuries	11
412 Gas leak (natural gas or LPG)	2
424 Carbon monoxide incident	1
440 Electrical wiring/equipment problem, other	1
500 Service Call, other	6
553 Public service	5
600 Good intent call, other	3
611 Dispatched & canceled en route	6
622 No incident found on arrival at dispatch address	1
743 Smoke detector activation, no fire - unintentional	1
745 Alarm system activation, no fire - unintentional	4

**Total Number of Incidents: 49**  
**Total Number of Incident Types: 15**



**Jonesborough Fire Department**  
**Call Distribution Report**  
9/1/2023 - 9/30/2023

<b>Total (49 Calls)</b>		
<b>Time</b>		<b>Number</b>
0000		0
0100		0
0200		0
0300	██████████	1
0400		0
0500	██████████	1
0600	██████████████████	2
0700		0
0800	██████████████████	3
0900	██████████████████████████████	4
1000	██████████████████████████	3
1100	██████████	1
1200	██████████████████	3
1300	██████████████████████████████	4
1400	██████████████████	2
1500	██████████████████████████████	4
1600	██████████████████████████	4
1700	██████████████████	3
1800	██████████	1
1900	██████████	1
2000	██████████████████	2
2100	██████████████████████████	3
2200	██████████████████	2
2300	██████████████████████████████████████	5

<b>Day</b>		<b>Number</b>
Sunday	██████████	2
Monday	██████████████████████████████	9
Tuesday	██████████████████	5
Wednesday	██████████████████████████████████████	11
Thursday	██████████████████	7
Friday	██████████████████████████	8
Saturday	██████████████████	7



## September 2023 Monthly Report

Amber Crumley, Director of Special Events

- Continue to work with Matt Gulley on purchasing items and prepping for the National Storytelling Festival and working on two new shirt designs for the festival, with one being a haunted courthouse shirt we will push for Halloween.
- Ticketing duties for September 2023 completed:
  - September 2023 ticketing revenue and donation through the ticketing site was \$55,461.00.
  - Completed event audit & financials for: Easts on Main Street, Affralachia Dinner, Basic Fermenting, Cast Iron Clinic, JAMSA's Pumpkin Fest, September StoryTown Radio Show.
  - Input tickets to sell: multiple dates for A Spot on the Hill, True and Chilling Tales.
- Completed payables and purchase order requisitions for the Old Town Emporium, Department of Tourism and Visitors Center.
- Completed the Stripe transaction reconciliation for all ThunderTix September 2023 transactions/payouts and submitted to Gina Larkins.
- Continue to assist with setting up the merchandise tent, prepping table for volunteers and accounting for "pass the hat" with Music on the Square. Assisted with coordination and implementation of a 1<sup>st</sup> Annual Volunteer Appreciation Event for the Town of Jonesborough- Department of Tourism. We hosted around 60 attendees, including a short awards ceremony, at the International Storytelling Center. We had a great turnout, and are looking forward to partnering with other departments for the 2024 event.

- Organized and attended two meetings in September to discuss merchandise needs for the Old Town Emporium and display/portico décor for storytelling festival weekend.
- Attended the JAMSA merchant meeting to discuss the Jack-O-Lantern Drive Thru, Halloween Haunts & Happenings and the Lick-or-Treat Paw Parade put on by Tennessee Tails.
- Assisted with the purchase and set up of a new Clover POS system for the Stage Door/JRT.
- Worked with T. McLeod to organize two food trucks to be present in Jonesborough from noon-6pm on Labor Day. This was very well received and both trucks had great sales for the day! We should look at doing this again for 2024 and potentially add a couple more trucks, some street vendors and potentially live music.
- Attended the September JAMSA Board meeting held at Renasant Bank.
- Organized and attended a meeting with Jessica Gourley with David Crockett High School Culinary Arts Team to discuss their participation as our caterers for our Volunteer Appreciation Event.
- Attended the September Supervisor's Meeting held at the Visitors Center.
- Attended a meeting with the Old Town Quilters Guild to discuss their fall market sale held within the Visitors Center during the National Storytelling Festival. All proceeds from sales are donated to the JAMA Food Pantry.
- Attended a lunch meeting with Visit Johnson City's new Events Coordinator to discuss their upcoming activities and what we have planned for Jonesborough.
- Assisted with tickets sales during JAMSA's Pumpkin Fest. We sold over 1,100 tickets for the event, and lots were sold on the day of the event. I also organized and assisted with setting up 6 different vendors for the event, as a small fall market in front of the International Storytelling Center.
- Continue to work on treat stops and activities for Halloween Haunts & Happenings on October 27<sup>th</sup> from 6pm-9pm in Jonesborough. I have been working with Kath Latham with the Washington County Emergency Management Agency on a Touch-A-Truck event, laser tag with Paradise Acres, treat stops throughout Main Street and of course our popular costume contest.



## TOWN OF JONESBOROUGH

123 BOONE STREET  
JONESBOROUGH, TN 37659  
TELEPHONE (423) 753-1030  
FAX (423) 753-1074

### Street Department

#### Monthly Report

September 2023

The month of September was another full court press effort to bring projects as far along as possible during the month. The weather was for the most part cooperative, which helped ensure a productive month. Street Forces' primary focus was on the several different components to the streets/areas connected to the K-8 School property on N. Cherokee Street. Forces worked on both the north and south end of N. Cherokee, as well as doing work for extensive improvements to the Thompson Meadow Lane area. Forces also performed the vast array of 'normal' street and animal control duties, and as well as several traffic control requests and street closures.

The project receiving the most attention again this month, was the N. Cherokee Street improvement project. Having several different facets of work being performed on/around N. Cherokee Street and the K-8 school, coordination and logistics remain the key to project success. Street Forces coordinated timing and work type with several different entities on the N. Cherokee area improvement project. Since work continues on construction of the school, the new access road and parking lot, the Saylor's Place development, and Town driven improvements, there are many moving pieces to that area overall. For Street Forces, an overview of the N. Cherokee corridor projects could be divided up into work on the south end of N. Cherokee Street, the north end of N. Cherokee, and Thompson Meadow Lane improvements.

#### **Improvements on the south end of the N. Cherokee Street project:**

Forces began the project by following behind Bright Ridge tree cutting Forces, who cut offending trees on the south end of N. Cherokee just north of the entrance to the Ivy Trace subdivision. Street Forces then picked up and removed brush and tree stumps, and performed grading operations to remove an embankment on the west side of N. Cherokee. Forces then removed an existing drainage structure @ the beginning of the project, near Ivy Trace, and tied into existing drainage and crossed under N. Cherokee Street to the west side. A catch basin was set there to collect/channel drainage from the surface of the street down thru piping. The storm water runoff would then be 'daylighted' in the original location. Removal of the existing drainage structure, (small headwall), on the east side of the street, would allow for a sidewalk to be constructed on the east side of the street, from Ivy Trace to Thompson Meadow Lane. The curbing and sidewalk would all be contained within the Town Right of Way, with some finish grading

being behind the sidewalk and onto some property owners. The sidewalk and all utilities, were to remain on Town Right of Way. Forces then removed road shoulder material from the west side of N. Cherokee, replacing that organic material with compacted Grade D base stone to eventually serve as the new widened portion of N. Cherokee. In conclusion, the sidewalk would be placed on the east side of the street on Town Right of Way, and the road would be widened on the west side of the street, also on Town (ROW).

#### **Improvements on the north end of the N. Cherokee Street project:**

Street Department Forces were also involved in several different construction activities on the north end of the N. Cherokee Street project. Forces excavated/trenched and installed (2) - 2" diameter conduits for future use from the exterior to the interior of the new round-a-bout. Forces also trenched for Bright Ridge conduit placement beginning @ a power pole on N. Cherokee St, traveling 2500' along the new school access road on the north side of the school. Forces backfilled the excavation after Bright Ridge Forces had installed the conduit and junction boxes for street lighting. Forces also worked to widen the segment of N. Cherokee to the north of Thompson Meadow Lane. Forces graded back a large embankment on the east side of N. Cherokee. The grading included widening of the road (on the east side in this section), as well as rough contouring for a drainage ditch beyond the new edge of pavement. Forces also graded for the future paved asphalt trail that would begin @ Thompson Meadow Lane and travel north to the school. Forces stockpiled the dirt generated from the excavation for use in backfilling after sidewalk placement on the south end of the project.

#### **Improvements to Thompson Meadow Lane:**

Thompson Meadow Lane also had several road/infrastructure improvements to be implemented on the N. Cherokee Street comprehensive plan. Forces again worked along side Bright Ridge Forces to trench/excavate for the addition of street lighting along the north side of Thompson Meadow Lane. Forces began by removing several scrub trees on the east end of Thompson Meadow. The trees were in line with the routing of the conduit layout by Bright Ridge. Also, the trees were hanging over the existing road and had been an issue for the trash truck/Solid Waste Department. Forces removed the trees/stumps, and carefully trenched/excavated for Bright Ridge to place electrical conduit. Forces backfilled the excavated area where Bright Ridge had placed their conduit and junction boxes. On the east end of Thompson Meadow, Forces worked with Solid Waste Forces to reconfigure the turn around area to better suit the large trash truck, and to better preserve the asphalt in that area. Forces worked w/the resident @ the east end of Thompson Meadow to ensure all parties were satisfied w/the reconfigured turn around. Forces removed cracked asphalt and organic material, and used heavy compacted base stone to prepare the area for asphalt paving. Forces also excavated an area to the north side of the entire length of Thompson Meadow, to increase the width of the road. Forces placed and compacted base stone so the road width could be increased. Forces also cut the road surface of Thompson Meadow, near the intersection with N. Cherokee, so drainage improvements could be accomplished. Forces removed a section of asphalt, removed the single 12" diameter drainage pipe under Thompson Meadow, and replaced with (3) - 15" diameter drainage pipes under Thompson Meadow Lane. Forces placed the pipes to grade, and bedded the pipes in compacted Grade D base stone.

Street Forces removed bucked sections of sidewalk in the Main Street Village subdivision, and poured back a pair of sections of new sidewalk. Forces also made a concrete repair @ a water valve that was above sidewalk grade in that subdivision. Forces poured concrete to repair a failed drain tile near 146 N. Lincoln Avenue.

As ever, Forces monitored, maintained and repaired the storm water system and drainage inlets and structures throughout town. Forces performed animal control duties as well. Forces responded to debris/trees/limbs in roadway calls during the month. Forces also continued to mow town Right of Ways (ROW's) and to trim/clear vegetation at intersections and from around signage at every opportunity.

As an ongoing commitment to motorist's safety and driver information, the Street Department continues a 'sign replacement and upgrade' program. Street Forces continue to bring faded or non-retroreflective signage up to modern standards set forth by the MUTCD (Federal standard).

There are many more daily maintenance and routine operations the street department undertakes. The Street Department strives to give Town management and the Town's people an excellent return on their investment. The Street Department is happy to serve the town, the leadership, and other departments to provide better, safer roadways, more effective drainage, and safety and support during special events and happenings in town.

Director of Streets  
Malcolm Highsmith



## Street Department – 1320 – September 2023 Daily Work Record (DWR)

9/1/2023

1. Street Department Forces continued work on the N. Cherokee Street improvement project. Forces set catch basin on the west side of the project (600 block) so storm runoff from the east side of the project near Ivy Trace, could be piped to this location and daylighted. Forces cut/removed asphalt and placed drainage piping and bed the pipe with backfill stone (Grade D base stone), then compacted
2. Forces used brush truck to remove fallen/cut tree debris from recent storm. The brush had temporarily been pushed onto the road shoulder, and had begun to fall back into the roadway. Forces took brush to be processed @ brush yard

9/5/2023

1. Street Department Forces hauled (2) loads of base stone for the N. Cherokee St road improvement project. Forces hauled (1) load of Rip Rap stone from the Watauga quarry to the N. Cherokee St project for use
2. Forces excavated and placed (2) conduits @ round-a-bout of N. Cherokee St for future use/street lighting. Forces placed and compacted Grade D base stone
3. Forces excavated wider road shoulder area of N. Cherokee St, and placed and compacted base stone in new shoulder area
4. Forces grubbed scrub cherry and locust trees on east end of Thompson Meadow Lane
5. Forces loaded out tree debris from Thompson Meadow Lane and hauled to brush yard

9/6/2023

1. Street Department Forces continued work on the N. Cherokee St road improvement project. Forces loaded and transported old pallets, brush and trash tree debris off the project site
2. Forces leveled area where scrub trees were cut/removed by Bright Ridge on the south end of the N. Cherokee St project
3. Forces placed Class A-1 Rip Rap around outlet end of storm drain on N. Cherokee St
4. Forces continued excavation of widened road shoulder area of N. Cherokee St. Forces backfilled the excavated areas, then compacted the stone base

9/7/2023

1. Street Department Forces cut/removed trees/debris on Thompson Meadow Lane as part of the N. Cherokee St improvement project
2. Forces loaded out and removed brush from Thompson Meadow Lane and transported to the brush yard facility
3. Forces loaded and removed cut off logs impeding access to fire hydrant in Walnut Grove as a request from JPD/JFD

9/8/2023

1. Street Department Forces repaired broken/bucked sidewalk panel in Main Street Village. Forces removed (1) sidewalk panel and leveled area, and repoured that sidewalk panel (slab)
2. Forces continued to work on widening shoulder area of the south end of the N. Cherokee St project, as well as cutting/removing scrub trees from the east end of Thompson Meadow Lane (also part of the broader N. Cherokee St project)
3. Forces prepped/inspected the semi tractor and trailer for road trip to transport the old leaf vac to Richmond Virginia, and to return w/the new (to us) leaf vac  
Forces left for Richmond to exchange the equipment

9/9/2023

Saturday

1. Forces dropped off old leaf vac machine and loaded new leaf vac machine. Forces had mechanical issues, but were able to get the mechanical issues resolved and return with the equipment

9/11/2023

1. Street Department Forces transported a rented stump grinder and ground tree stumps on Thompson Meadow Lane. Forces worked over to complete stump grinding operations so the stump grinder could be returned the following morning
2. Forces transported (2) loads of Grade D base stone to the N. Cherokee St project. Forces continued to excavate the road shoulder to widen N. Cherokee St, and to place and compact the Grade D base stone

9/12/2023

1. Street Department Forces loaded and transported the stump grinder from N. Cherokee St to the rental store
2. Forces completed loading/transporting the tree/brush/vegetation from the Thompson Meadow Lane area. Forces took the brush to be recycled into mulch
3. Forces used dump truck and track hoe to remove all brush from road shoulders of Ben Gable Road. Both brush trucks were inoperative @ the current time

9/13/2023

1. Street Department Forces cut/removed/loaded brush from road shoulder area of Ben Gamble Road. Forces used dump truck and track hoe to load out brush as both brush trucks were inoperative @ the current time
2. Forces loaded the Link Belt track hoe @ N. Cherokee St and transported to the Industrial Park project for Water Distribution to use on that project
3. Forces used open broom to sweep/clean Thompson Meadow Lane of dirt/dust/stone dust etc
4. Forces used shoulder mower and tractor to clear vegetation from road shoulders on Depot St, College St and Payne Rd

9/14/2023

1. Street Department Forces used Waste Water's John Deere track hoe to excavate for catch basin/drainage box installation on N. Cherokee St. Forces set double catch basins on west side of N. Cherokee St near intersection w/Thompson Meadow Lane. Forces placed drainage piping in drain boxes, and grouted the drainage piping. Forces used Grade D base stone to backfill. Forces compacted the backfilled stone
2. Forces hauled (2) loads of Grade D base stone to N. Cherokee St project

9/15/2023

1. Street Department Forces continued to excavate road shoulder of N. Cherokee St so N. Cherokee St could be made wider. Forces placed and compacted, Grade D base stone in the excavated shoulder areas
2. Forces sloped/contoured pipe outlet area of newly installed double catch basins on west side of N. Cherokee near intersection w/Thompson Meadow Lane. Forces installed Class A-1 Rip Rap @ invert of the outlet side of drain piping exiting twin catch basins
3. Forces used tractor and box blade to grade parking lot @ Lincoln Park in advance of the Senior Games occurring the following week
4. Forces used tractor and box blade to grade alley in New Halifax that had washed during the recent storm events

9/18/2023

1. Street Department Forces used traffic control devices to close a section of N. Cherokee Street to thru traffic, so catch basins and drainage piping could be installed under N. Cherokee Street. Forces provided an alternate travel route thru the corner of Mr. Baines property (with his permission), so that motorists and emergency traffic would have full access to Thompson Meadow and N. Cherokee St. Forces had alerted all parties possible, that the temporary road closure was taking place
2. Street Department Forces used excavator to excavate area to place single catch basin on west side of N. Cherokee near intersection w/Thompson Meadow Lane, and a double set of catch basins on the east side of N. Cherokee St. Forces cut removed asphalt, then removed material from roadway so drainage piping could be installed under N. Cherokee, connecting drainage on the east and west sides of N. Cherokee St. Forces placed/grouted drainage piping. Forces then placed and compacted grade D base stone in all excavated areas. Forces set curb inlets, frame, grates and hoods on all installed catch basins
3. Forces hauled (2) loads of grade D base stone to the N. Cherokee St project

9/19/2023

1. Street Department Forces excavated along road shoulder of N. Cherokee and Thompson Meadow Lane so road shoulder could be extended (widened). Forces placed and compacted, grade D base stone in the excavated areas on both streets
2. Forces transported grade D base stone from Locust Mount quarry to N. Cherokee St
3. Forces mowed ROW's on Patton Ave, 4<sup>th</sup> Ave and Forestview Dr

9/20/2023

1. Street Department Forces excavated road shoulder on Thompson Meadow Lane for shoulder widening. Forces placed and compacted grade D base stone in excavated areas of Thompson Meadow Lane
2. Forces closed an area of Thompson Meadow Lane so the road could be excavated and an existing pipe removed so larger drain piping could be installed. Forces provided an alternate area on which to drive, so traffic on Thompson Meadow would never be impeded or cut off from access to N. Cherokee St. Forces alerted as many residents to the traffic pattern change as possible
3. Forces excavated and removed the single 12" CMP drain pipe under Thompson Meadow Lane near the intersection with N. Cherokee St. Forces set grade and installed (3) 15" drainage pipes under Thompson Meadow Lane. Forces spaced the drainage pipes such that base stone fill could be compacted between the pipes, locking all pipes into place. Forces placed class A-1 rip rap stone @ inlet and outlet ends of newly installed drainage piping under Thompson Meadow Lane. Forces reopened Thompson Meadow Lane to the normal traffic pattern

9/21/2023

1. Street Department Forces excavated shoulder areas of Thompson Meadow Lane so road surface width could be increased. Forces placed and compacted grade D base stone.
2. Forces hauled grade D base stone for use on Thompson Meadow Lane road shoulder backfill
3. Forces used class A – 1 Rip Rap stone to protect inlet and outlets of newly installed drainage piping under Thompson Meadow Lane

9/22/2023

1. Forces continued to excavate the road shoulder along the left side of Thompson Meadow Lane. Forces used grade D base stone in the excavated areas to increase eventual width of Thompson Meadow Lane. Forces placed and compacted grade D base stone in the excavated areas.
2. Forces hauled (4) loads of grade D base stone from Locust Mount quarry to Thompson Meadow Lane for use
3. Forces removed, leveled the substrate, and replaced several brick pavers around the granite monument @ the Courthouse due to differential settlement and being a trip hazard. Forces worked in two areas removing, repairing the substrate, then reinstalling

9/23/2023

Saturday

1. Street Department Forces close Fox – 2<sup>nd</sup> Ave and auxiliary streets for the Pumpkin Fest event. Forces later reopened the streets to the normal traffic pattern

9/25/2023

1. Street Department Forces continued to excavate and increase road shoulder width on Thompson Meadow Lane. Forces used grade D base stone in the excavated areas to increase road width after asphalt paving. Forces placed and compacted the base stone after placement in the excavated areas
2. Forces cut and cleaned up fallen tree over fence of property located @ 1879 Ida Sue Drive. The tree had fallen on Saturday, spawning multiple phone calls to Street staff and JPD. Glen Woodfin visited the site on Saturday (9/23), and spoke w/residents. The residents were satisfied that the tree would be removed on Monday (9/25). Forces removed the tree to find that only ½ of 1 fence panel to have sustained damage. The residents were informed of any information regarding the tree removal throughout the day. Street Forces cut/removed the tree & hauled away the brush. A sheet of plywood was placed over the missing/broken fence panel area so residents would have full unlimited use of their rear yard. The residents were Trevor and Rachel Rice - Trevor (423) 946-2985, Rachel (423) 723-3480

9/26/2023

1. Street Department Forces used rental trencher attachment on skid loader to trench for Bright Ridge to install electrical conduit for street lighting on the north side of Thompson Meadow Lane. Forces also used a mini excavator to dig trench near the intersection of Thompson Meadow and N. Cherokee S for the conduit to be placed. Forces used a backhoe to remove tree stumps that were in the way of installing the electrical conduit. Forces worked w/Bright Ridge Forces to install and backfill the conduit.
2. Forces backfilled the areas in which the electrical conduit was placed along the side of Thompson Meadow Lane

9/27/2023

1. Street Department Forces laid out area to be excavated for future expanded 'turn around' @ east end of Thompson Meadow Lane. Forces used equipment to remove existing material so the area could receive base stone and be prepared for asphalt. Forces worked w/Gary Miller of Solid Waste to execute 'trial runs' of the newly claimed turn around area, in the large trash truck. Gary deemed the area adequate to turn the trash truck and to execute his 'stop' with much room to spare. Forces attempted to shape the turning area, such that the trash truck would not be on the edge of the asphalt @ any time, thereby minimizing damage to the surface/substrate
2. Forces continued grade work on cutting down/reshaping bank on the school property on the east side of N. Cherokee near 679 N. Cherokee St.
3. Forces mowed ROW's on W. College, Shell Road and Spring St

4. Forces hauled (2) loads of Grade D base stone from quarry to Thompson Meadow Ln
5. Forces replaced missing street blades in several different locations around town

9/28/2023

1. Street Department Forces continued working on excavating road shoulder on the east side of N. Cherokee Street in the 679 N. Cherokee St area. Forces removed material so road width of N. Cherokee could be increased thru that area. Forces placed and compacted grade D base stone in that area. Forces also laid out placement of a drainage ditch as no curbing would be added in this area. Forces contoured the sloping bank beyond the new road shoulder and ditch areas.
2. Forces placed grade D base stone in the excavated areas of the 'turn around' @ east end of Thompson Meadow Lane. Forces compacted the stone after placement. The turn around area had been increased in size to accommodate larger town services vehicles
3. Forces completed road shoulder widening operations on the east end of Thompson Meadow Lane.
4. Forces investigated a hole in yard/ROW @ corner of Lawing Ave (north end) and N. Lincoln Avenue. Forces discovered that a portion of an old drain tile had collapsed causing a drop off/hole area near the roadway. Forces placed traffic cone to alert motorists until such time an adequate repair could be made

9/29/2023

1. Street Department Forces excavated the area around a drop off area near 146 N. Lincoln Avenue. Forces formed the area so concrete could be poured to repair a damaged/rotting existing drain tile
2. Forces continued to excavate along the east road shoulder of N. Cherokee Street. Forces then placed and compacted grade D base stone to increase the road width in this area of N. Cherokee St.
3. Force completed fence repair @ 1879 Ida Sue Drive. A tree from town drainage easement had fallen across the corner of the fence, damaging a portion of one section of fencing. Forces installed the fence pickets into place completing the repairs
4. Forces loaded the large military 'Lull' telehandler on tractor trailer to transport to repair facility for Fleet Maintenance Department
5. Forces used tractor and bush-hog to mow ROW's on Boones Creek Road, Depot St, 2<sup>nd</sup> Ave, College St, First Ave, Sabin, Cemetery Ln, Correll Ln, N. Lincoln Ave and Lawing Avenue. Force cut grass @ corner of Jackson Blvd/Jefferson St and Sunset Drive/Jackson Blvd

9/30/2023

Saturday

1. Forces loaded and transported boom mower New Holland tractor from tractor repair shop in Morristown TN. Forces brought tractor to Fleet Maintenance for reassembly with the boom mower equipment/arm etc

**September 2023  
Animal Control**

<b>DATE</b>	<b>DISPOSITION OF ANIMAL</b>	<b>SPECIES</b>	<b>NAME &amp; ADDRESS</b>	<b>TYPE OF ACTION TAKEN</b>
9/5/2023	CAUGHT IN TRAP	SKUNK	309 BERKLEY CT	DISPOSED OF
9/5/2023	CAUGHT IN TRAP	CAT	317 DEPOT ST	ESCAPED FROM TRAP
9/6/2023	CAUGHT IN TRAP	CAT	317 DEPOT ST	TRANSPORTED TO WJCJCS
9/8/2023	LOOSE/NUISANCE	3 DOGS	PERSIMMON RIDGE ROAD	NO DOGS LOCATED
9/8/2023	LOOSE/NUISANCE	3 DOGS	1005 ALLISON DR	NO DOGS LOCATED
9/8/2023	LOOSE/NUISANCE	DOG	WASTE WATER PLANT	RETURNED TO OWNER
9/11/2023	LOOSE/NUISANCE	DOG	176 THOMPSON MEADOW LANE	TRANSPORTED TO WJCJCS
9/13/2023	LOOSE/NUISANCE	CAT	710 FRANKLIN PL	DROPPED OFF TRAP
9/13/2023	CAUGHT IN TRAP	OPPOSSUM	133 NEW HALIFAX ST	DISPOSED OF
9/13/2023	BARKING/NUISANCE	DOG	35 HICKORY POINT	SPOKE WITH OWNER
9/14/2023	DOA	RACCOON	ALLISON DR/MAY DR	DISPOSED OF
9/16/2023	LOOSE/NUISANCE	DOG	1ST AVE/W. MAIN ST	RETURNED TO OWNER
9/18/2023	DOA	DEER	900 BOONES CRK RD	DISPOSED OF
9/18/2023	DOA	COYOTE	420 JACKSON BLVD	DISPOSED OF
9/21/2023	DOA	DEER	110 OLD SR 34	DISPOSED OF
9/21/2023	LOOSE/NUISANCE	CAT	100 N. CHEROKEE ST	NEIGHBOR ADOPTED ANIMAL
9/23/2023	LOOSE/NUISANCE	CAT X 2	SABINE/LIBRARY LOT	NEIGHBOR ADOPTED ANIMALS

# Utility Manager Monthly Report

## September 2023

All utilities departments operated under normal operating conditions for the month of September.

Distribution department installed 26 new service taps and repaired 24 service leaks for the month of September. The distribution department also completed 62 miscellaneous work orders and located 217 TN 811 one calls. The distribution construction crew installed 2000' of 12" DIP at the Industrial Park.

Water Quality Department read 12,941 meters for the month of September. The Water Quality Department cut off 418 meters with 124 of those for nonpayment. The Water Quality Department had a total of 14,729 total actions taken in the month of September. As of September 30<sup>th</sup>, Water Quality Department has changed out 12,224 meters to the new AMR meter system. The Water Quality Department completed all scheduled flushing for the month of September.

Water Plant processed 83.147 million gallons of water with a daily average of 2.771 million gallons per day in the month of September. The Water Treatment plant is operating at full capacity and is in need of an upgrade. Persimmon Ridge Tank has maintained an average level of 38 feet for September and Woodlawn Tank has maintained an average level of 24 feet for September.

Wastewater Department operated under normal conditions for the month of September. Wastewater had 2 releases in September due to aging infrastructure. The North Cherokee extension is at the 85% completion mark. The new school sewer was completed. All industries are within compliance. The WWTP is operating well. The diesel redundancy pump did operate in September. The month of September experienced 7 days of precipitation for a total of 1.25 inches. The need for further I&I work is still apparent. Current data indicates a daily inflow rate between 30-45 %. For September, this rate was 42%, equating to an average of nearly 321,000 gallons daily.

County water line construction crew finished the Saylor Hill Rd project which is the 7<sup>th</sup> of 8 projects that are planned. The construction crew will start the Dry Creek/Rockhouse Rd water line extension in the month of September. The Construction crew started the Dry Creek project on September 11<sup>th</sup> and has installed 3200' of 6" DIP. To date the Construction crew has installed @ 48,700' of 6" DIP.



We had a busy September in Utilities. As of September 30<sup>th</sup>, 2023, Distribution has 3 total vacancies. The Water Quality Department has no vacancies, Water Treatment Plant has no vacancies and Wastewater has no vacancies. We are actively interviewing potential employees, but we struggle when it comes to start out pay to attract the people with the skill set, we need. I am working daily with GRW on the planning and design phase of the Water Treatment plant and transmission line. We have submitted the new Water Plant plans to SRF and USDA for review. We should be getting feedback in a few weeks on what the next steps are that we need to take. I am also working with Brightbridge to formulate a plan to install generators at our pump stations and at the Water Treatment plant.

Kevin Brobeck

Utility Manager

**Town of Jonesborough  
Water Quality Department  
Monthly Report  
September-2023**

Meters Read:  
12,941

Meters Cut On:  
467

Meters Cut Off:  
418

Meters Rechecked  
125

Meter Maintenance:  
35 Meter lids replaced  
41 Meters marked  
53 Meter locates  
52 Meters changed to AMR  
Total Changed: 12,224

Water Cut Off List:  
124 meters

Customer Complaints:  
13

Water Line Flushing:  
56 Points flushed

Service Line Leaks:  
93

Programmed AMR Meter Heads:  
52

Valve Maintenance:  
49 Valves exercised

Cross Connection:  
Checked for 10 cross connections  
(No cross connection)

Water Line Locates:  
217

Total Actions Taken:  
14,729



## TOWN OF JONESBOROUGH

123 BOONE STREET  
JONESBOROUGH, TN 37659  
TELEPHONE (423) 753-1030  
FAX (423) 753-1074

### Monthly Report September 2023

#### Water Distribution

Complaints Total - 4 4- Total Complaints Last Month

Taps Installed - 26 23- Total Taps Last Month

Tennessee One Call - 217 247- Total Last Month

*This Month there were 217 locations marked on our Water System for proposed work such as Telephone Co, Gas co, Cable co, and Power Board*

Water Leaks Total- 24 28- Total Last Month  
Month

Down Meters Installed Total - 8 14 - Last Month

Meter Box Replaced Total - 9 5- Total Last Month

Paving Locations - 1 0- Total Last Month

Yard Work Clean Total - 11 2 - Total Last Month

### Projects to be Completed.

1. Yards to sow (198 to sow)
2. Work on the Grant Funding with GRW Engineering for water line replacement
3. Taps to be done =4

### **GPS Project Goals**

**September 2023:** For the month of September 2023 there were no GPS points surveyed.

The GPS crew started back up in November 2021. This is a summary of the progress made since the end of February 2022.

- 163,901 meters or 101 miles of water line
- Valves – 430
- Meters – 1,703
- Hydrants – 94
- Blow Off - 75

The following data is a summary of the work provided by our part-time interns mapping our water system from July 2020- July 2021.

Linear feet of water line GPS- 906,626'

Miles of water line GPS- 171 miles

Meters GPS- 3,946

Valves GPS- 767

Hydrants GPS-193

We currently have 1/3 of our water lines GPS.

GPS- The Town of Jonesborough water system is approximately 35% mapped, with approximately 1,848,000 feet of water line in the ground. The Goal is to get all water lines, valves, hydrants, and meters mapped in a GIS format that can be used on an IPAD for reference online size and valve location. This will reduce time spent on leak repair and help with isolating the water system in putting the fewest customers out of water during a leak repair. It has been

suggested that we utilize an intern program from ETSU for the summer. This will help tremendously due to the department being shorthanded and having only limited time to dedicate to GPS program. Currently we are looking at 10-15 years before the water system is completely mapped.

#### **Meter Change Out Program**

*Water Distribution is working to have our large meters updated and functioning at AWWA standards (101% and no lower than 98.5%). All large meters will have a bypass so they can be repaired and tested without customer water interruption. It is suggested the meters be tested on a yearly basis for accuracy. Working with a spreadsheet of our top water consumption customers we have been replacing antiquated meters with new compound meters. We have about 21 businesses on the list that are due for meter change out. Koyo 4", Academy Hills 2", Davey Crocket High School 4", Chuckey Sales meter and Hexpol have been changed out as part of the program bringing the total to 16.*

*It is the goal for the Water Distribution to replace 1 large meter a week when in stock. The agenda is to maintain accurate meters, so the Town of Jonesborough does not lose revenue. We have around 1,300 residential meters to replace.*

#### **For the month of September Town Crew**

*The Town crew has also assisted in changing out old meters and replacing with automatic reads (8). The Town crew has installed 1,200' of 12" D.I. at the Industrial Park this month.*

#### **Upcoming Line Extensions Town Crew**

*Industrial Park, Performance Drive 12" main- Town Crew*

*Paynetown Road 300' of 6" water main for Joe Wilson.*

*Tie in 6" fire line to 16" K-8 School*

*Big Wood Road 750'*

#### **Completed Line Extensions Town Crew**

*Jonesborough School- 6" Ductile Iron 1700'-Town Crew- (install 6" Fire protection) Completed*

*Wolfe Boones Creek - 1,000' Ductile Iron- Town Crew- Taps- Completed*

*6" Ivy trace to Thompson Meadows- 1,000'- Town Crew*

Extend 6" water line at K-8 School and add 2-2" waterlines for athletics and concession. Town Crew Completed

**Upcoming Line Extensions County Crew**

- Rock House Road – 1,900' DI
- Taylor Bridge Road
- Dry Creek Rd-15,700' DI
- Jackson Bridge

**County Crew Completed Projects**

Treadway Trail- 3,000' DI— **County Crew** Completed

Greenwood Drive- Cecil Gray to Mill Springs 3,100' DI, Shipley Ct to Oliver Edwards 2,000' DI  
– **County Crew** Completed

Ralph Hoss 4,300' DI – **County Crew**- completed

Mathes Circle/ Nolechuckey Fire Dept 800' **County Crew**-Completed

Malone Hollow- **County Crew**- Completed

Saylor Hill Road- **County Crew** -Completed

**County Construction Crew**

**For the month of September 2023**, the County Construction Crew has installed 3200' of water line on Dry Creek Road this month. The crew has also installed 12- valves, 3- fire hydrants, 3- 6x6 tees and 2 taps. The crew has also sewn 800' feet of the ditch line where the water line has been installed.

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**Current County Crew Project Dry Creek Road**

3,200' D.I. total to date

**The County Crew started Dry Creek Road September 11, 2023.**



## TOWN OF JONESBOROUGH

123 BOONE STREET  
JONESBOROUGH, TN 37659  
TELEPHONE (423) 753-1030  
FAX (423) 753-1074

# Wastewater – September 2023 Monthly Operations Summary

Date: October 2, 2023

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### Customer Calls:

Total: 7                      Resolved: 7

TN811:            Taken: 273                      Required Action: 113

### Sewer Taps:

New: 6                      Completed: 1\*                      Pending: 3\*                      Pending Contracted: 143\*

\*Our department has not received the CO report to verify contracted Taps

### Projects Underway:

1. Washington County Industrial Park
2. Boones Creek Extension
3. N. Cherokee Extension
4. Wilson/Day Extension

### Projects Completed:

N. Cherokee Sewer Extension is 50% complete across May Drive (80% overall)

### System Maintenance:

Line Cleaning: 0'	Line Inspections: 0'	System Repairs: 2
Station Repairs: 2	Station Cleaning: 17	STEP Unit Repairs: 3

### Overflows/Releases/Bypasses:

Release:            9/10/23 – 109 Forest View Drive – Line Collapse  
                          9/12/23 – 1412 Walnut Grove Road – Force Main Break

Town of Jonesborough  
Environmental Services  
Department Monthly Report

September 1, 2023  
thru  
September 30, 2023

**Wastewater Plant:** The WWTP is running well. The Diesel Redundancy Pump did operate in September. The month of August experienced 7 days of precipitation for a total of 1.25 inches. The need for further I&I work is still apparent. Current data indicates a daily inflow rate between 30-45%. For September, this rate was 42%, equating to an average of nearly 321,000 gallons daily. No Bypass' occurred in the Month of September

**Wastewater Plant Compliance – September 2023**

Parameter	Result	Limit	Violation Y/N
CBOD Monthly	5mg/l – 32lb/d	21mg/l – 167lb/d	N
CBOD Weekly	5mg/l – 30lb/d	25mg/l – 208lb/d	N
CBOD Daily	9mg/l – 97%Rmv	30mg/l – +40%Rmv	N
Ammonia Mo.	0.7mg/l – 8lb/d	8mg/l – 67lb/d	N
Ammonia Wk.	0.9 mg/l – 6lb/d	12mg/l – 100lb/d	N
Ammonia Day.	1.2mg/l	16mg/l	N
TSS Monthly	4mg/l – 25lb/d	30mg/l – 250lb/d	N
TSS Weekly	6mg/l – 20lb/d	40mg/l – 304lb/d	N
TSS Daily	7mg/l – 96%Rmv	45mg/l – +40%Rmv	N
E. coli Monthly	2.4/100ml	126/100ml	N
E. coli Daily	16/100ml	941/100ml	N
Chlorine	0.13 mg/l	2.0mg/l	N
Sett. Solids	0.1ml/l	1.0ml/l	N
Diss. Oxygen	7.3mg/l	6.0mg/l Minimum	N
pH	7.5su/7.9su	6su – 9su min/max	N

**Sewer Construction/Collection System:** 2 Releases occurred in September due to line failures. The N. Cherokee Extension is underway and 80% complete. The Boones Creek Extension is 80% complete. The Wilson Property Sewer is 75% Complete. The Washington County Industrial Park Extension is pending the completion of the previous extensions.

**Industrial Pretreatment:** September is the end of the Bi-Annual industrial pretreatment cycle.

**NPDES Permit:** Our facilities are in full compliance with our NPDES Permit.

If you have any questions, please do not hesitate to contact me at: Office: 753-1022

Cobern O. Rasnick  
Director of Environmental Services



## Work Orders By Type

09/01/2023 to 09/30/2023 as of 10/2/2023  
...Powered By eWorkOrders.com

Status: 2-Closed

Department: Town of Jonesborough

Work Order Type	Quantity
WW-Preventive Maintenance	254
<b>Total Work Orders:</b>	<b>254</b>

## Work Orders By Type

08/01/2017 to 09/30/2023 as of 10/2/2023  
...Powered By eWorkOrders.com

Status: 0-Open

Department: Town of Jonesborough

Work Order Type	Quantity
WW-Preventive Maintenance	77
WW-**Emergency** Plant Work	2
WW-Requested Work	7
WW-Corrective	12
<b>Total Work Orders:</b>	<b>98</b>

	Current Month	Previous Month	% Change
Work Orders Generated	282	304	-7%
Percentage of Completion	90%	91%	-1%
Work Orders Completed	254	279	-9%

\*Data Entry related to Preventative Maintenance Tasks are currently ongoing. As additional tasks are added the number of work orders generated increases. This will significantly impact values. Until the data entry is completed a relative value of the work being completed will not be available. Tasks not logged in the electronic system are still being logged utilizing traditional paper tracking methods.

# Jonesborough Water Treatment Facility

## Monthly Report

### September 2023

For the month of September, the total amount of water processed was 83,147 million gallons, with a daily average of 2,771 million, a maximum of 2,864 million, and a minimum of 2,688 million.

- 9/5- Collected first round of bacteriological samples and finished all monthly operations reports for TDEC.
- 9/6- Collected TOC, DOC, and fluoride samples to be sent to Waypoint Analytical for our monthly verifications.
- 9/7- Collected quarterly TTHM and HAA5's samples and sent them in to be analyzed at Pace Analytical.
- 9/8- Completed all Monthly Operations Reports and turned them into TDEC. Changed buffer and indicator solution in our Hach CI17sc machine. Also, due to a decrease in effluent pressure and an increase in effluent flow, we contacted distribution for a possible leak in the south side of the water system.
- 9/10- Persimmon Ridge tank was losing water height at approximately 4 feet and hour. Contacted distribution crews to hastily locate this leak. One of the larger leaks was discovered on 81 south and repaired. The largest leak was discovered at Persimmon Ridge Rd. water treatment and distribution staff work tirelessly through the night to track down this emergency leak.
- 9/12- Power surge caused our High Service pumps, Rockhouse pump, and our Miox disinfection machine to kick off. We followed our start up procedures and had the plant back up running properly in a timely manner.

- 9/13- GRW and BrightRidge electrical engineers arrived to discuss future facility plans.
- 9/14- At the Intake the air compressor tank that applies compressed air to our Johnson Screens to clean debris off had a broken water drain fitting at the bottom of the tank. Parts for the air compressor tank was retrieved and appropriate repairs were made.
- 9/15- Performed routine maintenance on our coagulant system Y strainers. We also, received a load of coagulant.
- 9/16- We repaired a broken water line that connected two pressure switches at Rockhouse Rd. pump station.
- 9/20- Due to a decrease in effluent pressure and an increase in effluent flow, we contacted distribution for a possible leak in the south side of the water system. The leak was discovered and repaired.
- 9/21- Met with customers concerning easement for transmission line.
- 9/22- Changed VFD filters and greased pumps at Rockhouse, Intake, and the plant.
- 9/25- Collected the 2<sup>nd</sup> & final round of bacteriological samples for the month.
- 9/26- TDEC came and conducted a sampling initiative to test public drinking water sources for 29 PFAS compounds.
- 9/28- Our main gate had a broken bottom cantilever roller which caused the gate to remain open. Contacted B&M Gate Operations and they came and resolved the issue.
- 9/30-Started preparing the September MOR information.
- All pump stations/tanks have been checked and maintenance performed as needed

In conclusion, all in house laboratory test results as well as all external laboratory test results came out well within appropriate standards and regulations.

Prepared by Luke Cole, Director of Water Treatment, if you have any questions, you can reach me by email ([lukec@jonesboroughtn.org](mailto:lukec@jonesboroughtn.org)) or by phone at 423-791-3837.



Cameo Waters  
Director of Tourism & Main Street  
September 2023 Monthly Report

### **Updates and Projects**

1. Main Street and Downtown Update
2. Tourism Update
3. Marketing
4. Events

### **Main Street and Downtown Update**

Attended the JAMSA board meetings for the month, multiple marketing meetings, event meetings, etc.

Involved in assisting JAMSA with event planning and marketing

Held Main Street work session and individual meetings with board members

### **Tourism update**

Continued working with Visit JC on a few large events coming to the area in a year (motorcoach association and Miss TN pageant)

Began working to plan TN Songwriters event

Attended Governor's Conference

Worked with Jenni with TDTD on the partner pedal

Met with the new Eureka owners

### **Marketing**

Marketing was heavy for the last weeks of Brews & Tunes, MOTS, and the Pumpkin Fest

We are continuing our weekly segment on WJCW. The goal is to share information regarding Town projects and to keep individuals informed

Finalizing billboards for a number of events

Met with Belocal Magazine on marketing opportunities

**Events**

Finalized Made Around Here Market vendors  
Planning Brews & Boos and working on holiday events  
Hosted Jonesborough's Volunteer Appreciation event

**Brews & Tunes**

**Main Street Jonesborough Brews & Tunes  
2023 Season  
Revenue**

**Began season with \$2,461.23**

**REVENUES 3-10-30000-3674:**

**Sponsorship:**

JAMSA	\$500	
L.A. Fulton	\$200	
		<b>\$700</b>

**Beer Sales:**

6/04	\$181	
6/11	\$101	
6/18	\$167	
6/25	\$192	
		<b>\$641</b>

**Food Truck Fees:**

6/04	\$75	
6/11	\$175	
6/18	\$175	
6/25	\$175	
		<b>\$600</b>

**TOTAL Revenue 1/1/23-6/30/23** **\$1,941**

**Sponsorship:**

Main Street Café	\$1,500
------------------	---------

**Beer Sales:**

7/09	\$203
7/16	\$123
7/23	\$172
7/30	\$121
8/07	CANCELLED
8/13	\$127
8/20	\$108
8/27	\$123
9/03	\$89
9/10	\$101
9/17	\$103

9/24

**\$1,270**

**Food Truck Fees:**

7/05(late from 6/04)

\$100

7/09

\$100

7/16

\$100

7/23

\$200

7/30

\$175

8/07

CANCELLED

8/13

\$100

8/20

\$100

8/27

\$175

9/03

\$100

9/10

\$100

9/17

\$100

9/24

\$175

**\$1,525**

**\$4,295**

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

*Consent Agenda*

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-a

SUBJECT: Report on Debt Obligation – Bond Anticipation Note, Series 2023

---

**BACKGROUND:**

When public entities borrow money, they must file a Debt Report with the governing body within 45 days following issuance. They must also file a copy with the Division of Local Government Finance. Effective May 3, 2023, the State implemented a new online process. Prior to that date, entities filed Form CT-0253 in paper form. Attached is a copy of the Report on Debt Obligation for Bond Anticipation Note, Series 2023, which was filed online with the State. This \$1.2 million loan closed on August 31, 2023, with the Bank of Tennessee.

**RECOMMENDATION:**

No action is required, just acknowledgement that the report was presented to the governing body.



Jason E. Mangrove  
Comptroller

### Report On Debt Obligation

Entity and Debt Information		
<b>Entity Name</b>		
Town of Jonesborough		
<b>Entity Address</b>		
123 Boone Street Jonesborough, Tennessee 37659-1390		
<b>Debt Issue Name</b>		
Bond Anticipation Note, Series 2023		
<b>Debt Issue Face Amount</b>		
\$1,200,000.00		
<b>Face Amount Premium or Discount?</b>		
N/A		
<b>Tax Status</b>		
Tax - Exempt		
<b>Interest Type</b>	<b>Other Interest Type Description</b>	
Other	Fixed Rate	
<b>Debt Obligation</b>		
Note - Bond Anticipation Note		
<b>Moody's Rating</b>	<b>Standard &amp; Poor's Rating</b>	<b>Fitch Rating</b>
Unrated	Unrated	Unrated
<b>Other Rating Agency Name</b>	<b>Other Rating Agency Rating</b>	
N/A	N/A	
<b>Security</b>		
General Obligation		
<b>Type of Sale Per Authorizing Document</b>		
Informal Bid		
<b>Dated Date</b>	<b>Issue/Closing Date</b>	<b>Final Maturity Date</b>
8/31/2023	8/31/2023	11/29/2024



**Debt Purpose**

Purpose	Percentage	Description
Other	100%	Cultural
Education	0%	N/A
General Government	0%	N/A
Refunding	0%	N/A
Utilities	0%	N/A

**Cost of Issuance and Professionals**

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Bank Closing Costs	\$500.00	N/A	Bank of Tennessee
<b>TOTAL COSTS</b>	<b>\$500.00</b>		

**Maturity Dates, Amounts, and Interest Rates**

Year	Amount	Interest Rate
2024	\$1,200,000.00	2.99

\*See final page for Submission Details and Signatures\*

### Submission Details and Signatures

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

No

#### Signature - Chief Executive or Finance Officer of the Public Entity

Name

Janet Jennings

Title/Position

Finance Director/Town Recorder

Email

[jjennings@jonesboroughtn.org](mailto:jjennings@jonesboroughtn.org)

Alternate Email

N/A

#### Signature - Preparer (Submitter) of This Form

Name

N/A

Title/Position

N/A

Email

N/A

Alternate Email

N/A

Relationship to Public Entity

N/A

Organization

N/A

#### Verification of Form Accuracy

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

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

Verify Form Accuracy

Date to be Presented at Public Meeting

10/16/2023

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

N/A

#### Final Confirmation:

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

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

*Consent Agenda*

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-b

SUBJECT: Report on Debt Obligation – Capital Outlay Note, Series 2023

---

**BACKGROUND:**

When public entities borrow money, they must file a Debt Report with the governing body within 45 days following issuance. They must also file a copy with the Division of Local Government Finance. Effective May 3, 2023, the State implemented a new online process. Prior to that date, entities filed Form CT-0253 in paper form. Attached is a copy of the Report on Debt Obligation for the Capital Projects and Departmental Vehicles Capital Outlay Note, Series 2023, which was filed online with the State. This \$1 million loan closed on September 19, 2023, with the Bank of Tennessee, and provides funding for paving and sidewalk projects, roofing and building improvements, park improvements and the purchase of vehicles.

**RECOMMENDATION:**

No action is required, just acknowledgement that the report was presented to the governing body.



Jason E. Mangrove  
Comptroller

### Report On Debt Obligation

Receipt Date: 09/21/2023

Entity and Debt Information		
<b>Entity Name</b>		
Town of Jonesborough		
<b>Entity Address</b>		
123 Boone Street Jonesborough, Tennessee 37659-1390		
<b>Debt Issue Name</b>		
Capital Projects and Departmental Vehicles Capital Outlay Note, Series 2023		
<b>Debt Issue Face Amount</b>		
\$1,000,000.00		
<b>Face Amount Premium or Discount?</b>		
N/A		
<b>Tax Status</b>		
Tax - Exempt		
<b>Interest Type</b>	<b>Other Interest Type Description</b>	
Other	APR 3.306%	
<b>Debt Obligation</b>		
Note - Capital Outlay Note		
<b>Moody's Rating</b>	<b>Standard &amp; Poor's Rating</b>	<b>Fitch Rating</b>
Unrated	Unrated	Unrated
<b>Other Rating Agency Name</b>	<b>Other Rating Agency Rating</b>	
N/A	N/A	
<b>Security</b>		
General Obligation		
<b>Type of Sale Per Authorizing Document</b>		
Informal Bid		
<b>Dated Date</b>	<b>Issue/Closing Date</b>	<b>Final Maturity Date</b>
9/19/2023	9/19/2023	9/19/2035

**Debt Purpose**

Purpose	Percentage	Description
General Government	100%	Public Works and Recreation
Education	0%	N/A
Other	0%	N/A
Refunding	0%	N/A
Utilities	0%	N/A

**Cost of Issuance and Professionals**

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Bank Closing Costs	\$500.00	N/A	Bank of Tennessee
<b>TOTAL COSTS</b>	<b>\$500.00</b>		

**Maturity Dates, Amounts, and Interest Rates**

<b>Year</b>	<b>Amount</b>	<b>Interest Rate</b>
2023	\$17,085.70	3.25
2024	\$69,586.78	3.25
2025	\$72,004.60	3.25
2026	\$74,413.42	3.25
2027	\$76,902.82	3.25
2028	\$79,412.83	3.25
2029	\$82,132.14	3.25
2030	\$84,879.74	3.25
2031	\$87,719.28	3.25
2032	\$90,622.25	3.25
2033	\$93,685.45	3.25
2034	\$96,819.54	3.25
2035	\$74,735.45	3.25

\*See final page for Submission Details and Signatures\*

### Submission Details and Signatures

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

No

#### Signature - Chief Executive or Finance Officer of the Public Entity

Name

Janet Jennings

Title/Position

Finance Director/Town Recorder

Email

[jjennings@jonesboroughtn.org](mailto:jjennings@jonesboroughtn.org)

Alternate Email

N/A

#### Signature - Preparer (Submitter) of This Form

Name

N/A

Title/Position

N/A

Email

N/A

Alternate Email

N/A

Relationship to Public Entity

N/A

Organization

N/A

#### Verification of Form Accuracy

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

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

Verify Form Accuracy

Date to be Presented at Public Meeting

10/16/2023

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

N/A

#### Final Confirmation:

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



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

*Consent Agenda*

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 8

SUBJECT: Updated Rental Agreement – Leeboy Paver

---

**BACKGROUND:**

At the September 11, 2023, regular meeting of the Board of Mayor and Alderman, the Board voted to allow town staff to rent the small Leeboy paver to private contractors who were paving trails inside the Town's corporate limits.

Since that time, we have come to the realization, that there may be times a paving contractor may want to rent this piece of equipment for paving a trail outside of the Town's corporate limits. We certainly do not want this equipment to be "worn out" by private contractors; however, this is a piece of equipment that gets very little use.

We would like to have the opportunity to rent this piece of equipment to contractors to pave trails outside the Town's corporate limits and place the funds received in the Town's in-lieu-of sidewalks revenue line item. This would have a positive impact on this fund and actually help the Town in repairing, or building new sidewalks and/or walking trails.

The same rental agreement can be utilized and a Town project would always have priority should we have a project scheduled. The paver would only be rented to a private contractor for trail paving in Washington County, and nothing else. As an example, a contractor could not rent this paver for small parking lots or smaller roadways and private drives.

Attached to this agenda presentation is the original agenda presentation from the September 11, 2023 Board of Mayor and Alderman meeting.

**RECOMMENDATION:**

Approve rental of the Leeboy paver for paving trails outside the Town's corporate limits, but within Washington County, with the proceeds designated for the in-lieu-of sidewalk line item in the Town's general fund.

Approve the new rental agreement with the additional language as presented.

**AGREEMENT FOR USE OF LEEBOY TRAIL PAVER OWNED BY THE TOWN OF JONESBOROUGH**

The Town of Jonesborough owns and operates a Leeboy paving machine for the purpose of paving trails and small parking lots. Although not suitable for paving roadways due to its size, it is the ideal piece of equipment for small parking lots and walking trails.

\_\_\_\_\_ is engaged in paving walking trails for \_\_\_\_\_. Once completed, these trails may be deeded to the Town of Jonesborough, or connect to the Town's trail, or walkway system. \_\_\_\_\_ does not own a small paver for paving trails, as this is typically not done very often and would be costly.

The Board of Mayor and Aldermen find that it is the public interest to make the paving machine available to \_\_\_\_\_ to complete the public trails as part of the overall project and to enhance the Town's program of building trails throughout the Town, or as revenue for the Town's in-lieu-of sidewalk fund.

\_\_\_\_\_ desires to rent the Leeboy paver for the purpose of paving the walking trails in \_\_\_\_\_ whereby said trails are either to (1) be dedicated to the Town of Jonesborough through deed, or (2) the trail is to connect with an existing public street or walkway, or (3) the trail is a requirement through the town's site plan approval process, or (4) revenue from the rental will be deposited into the Town's in-lieu-of sidewalk fund for future projects within the Town's corporate limits .

\_\_\_\_\_ agrees to the following terms:

- A representative of \_\_\_\_\_ will meet with the operator employed by the Town of Jonesborough for the purpose of discussing the proper use of the equipment and to inspect the paver for any damage prior to the commencement of any trail paving work.
- Any damage shall be documented in writing prior to \_\_\_\_\_ taking temporary possession of the machine.
- \_\_\_\_\_ agrees to utilize the machine within operating guidelines, to provide all fuel for the project, and to return the paver absent any damage not documented in writing as provided for above.
- The paver is to be returned within 48 hours of (Name of Company) completing the specific job and no later than 5:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

- The Street Department Director shall inspect the paver upon (Name of Company) returning it to the town, and the company agrees to cover the cost of any repairs to damages or cleaning that are reported by the Director as part of the inspection process.
- \_\_\_\_\_ agrees to hold the Town of Jonesborough harmless for any accident which may occur while in possession of the paver.
- \_\_\_\_\_ agrees it is solely responsible for the paver while in their possession, custody, or control, and is responsible for covering the total cost of replacement of the equipment in the event of theft.
- \_\_\_\_\_ also agrees in the event of a dispute, (Name of Company) will pay any attorney's fees that may arise in dispute.
- \_\_\_\_\_ hereby agrees to pay to the Town of Jonesborough a \$500.00 deposit and a fee of \$100.00 per hour as determined by the hour meter (time counter) on the rental equipment. The hour meter reading on the equipment will be recorded at the time the rental begins and recorded again when the equipment is returned to the town.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

**BACKGROUND: (September 11, 2023, Agenda Presentation)**

As the Town progresses in our development, a huge emphasis is placed on sidewalks and walking trails. Obviously, sidewalks are concrete and are typically formed and poured by contractors. An asphalt walking trail is completely different.

For an asphalt trail, the area is graded, stone is applied and compacted and then asphalt is applied. Most paving machines you see are designed for roadways, and as such are very large. Typically, they are capable of paving a 10-foot to 12-foot lane. A paving machine for trails is much smaller.

The Town purchased a Leeboy paver several years ago when we were constructing numerous trails throughout the Town. More recently, many of the contractors are developing walking trails throughout their development instead of sidewalks.

The difficulty for most contractors is finding a paver small enough to pave trails. It is not like they can just drive down to "Pavers R US" and rent or lease a small paver. We have had a couple of inquiries in the past from various paving companies regarding leasing or renting the Town's small paver for these developments.

Most of the time these trails are turned over to the Town once the development is complete. Again, this may not be the case every single time, but a walking trail certainly adds to the quality of life in the Town.

With this in mind, we have developed a rental contract that would allow the Town to rent the Leeboy paver to a contractor who is paving a walking trail inside the Town's corporate limits. We are not suggesting we rent this machine out to anyone outside the Town's corporate limits.

As stated earlier, we have a stake in these trails as they enhance the quality of life in the Town's corporate limits.

The agreement requires that the renter pay a \$500.00 deposit and a fee of \$100.00 per hour meter (time counter) for the rental of the equipment. Town Attorney Jim Wheeler has reviewed the agreement, revisions were made based on that review, and staff is recommending approval.

**RECOMMENDATION:**

Approve the Leeboy Trail Paver Rental Agreement, as presented.

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 9 *Consent Agenda*

SUBJECT: Outdoor Use Permit – Crystal Raven, 103 East Main Street

---

**BACKGROUND:**

Owner Jerome Bowers of Crystal Raven located at 103 E. Main Street has applied for an outdoor use permit for the intended use as a photo opportunity with the placement of hay, pumpkins, metal arbor, and metal chairs as part of the scenery. 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 Proof of Insurance and Hold Harmless Agreement are complete.

**RECOMMENDATION:**

Approve the Outdoor Use Permit for Crystal Raven, as presented.

TOWN OF JONESBOROUGH

OUTDOOR USE PERMIT

APPLICATION

CRYSTAL RAVEN 103 E MAIN ST  
Business Name – Outdoor Use Area Physical Address

R JEROME BOWERS 423-767-1515  
Owner's Name Telephone / Cell #

103 E MAIN ST JONESBOROUGH CRYSTALRAVENROCKS@OUTDOOR.ION  
Mailing Address Email Address

Describe Intended Use: PHOTO OP IN FRONT OF STORE (SEASONAL)

Describe equipment, structures, furnishings, etc. to be used: HAY PUMPKINS,  
LARGE WOOD FURNACE METAL ARCH, METAL WARS  
\*METS DECK, LARGE WOOD PORCH

Photos/schematics of equipment, structures, furnishings, etc. are attached?  
\_\_\_\_ Yes \_\_\_\_ No

Applicant must provide a schematic showing proposed Outdoor Use Area in relationship with building(s). Schematic must show property lines, dimensions approximate locations of equipment, structures and furnishings as well as location of poles, signs, planters, etc. Dimensions of pedestrian walkway area must also be labeled.

Has a Certificate of Appropriateness from Historic Zoning Commission been issued?  
 Yes \_\_\_\_ No

Has proof of liability insurance been provided?  Yes \_\_\_\_ No

Town of Jonesborough been named co-insured?  Yes \_\_\_\_ No

Date of policy term: From JAN 1, 2023 To DEC 31, 2023

Review by Town Attorney: \_\_\_\_\_  
Signature Date

Statement of Understanding: I have read the entire Town of Jonesborough Outdoor Use Policy. I understand and agree to abide by all requirements and conditions.

R JEROME BOWERS  
Name

9/14/23  
Date

RJB  
Signature

Executed on the date first written above.

Signature:

RJB

Printed Name:

R Jerome Bowers

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared R Jerome Bowers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged executing the foregoing instrument for the purposes therein contained by signing the same.

WITNESS my hand and seal at office in the State and County aforesaid, this, the 15<sup>th</sup> of September, 20 23.

Donna Freeman  
NOTARY PUBLIC

My Commission Expires:

04-29-2026



**TOWN OF JONESBOROUGH, TENNESSEE**

**Outdoor Use Permit Application**

**Hold Harmless and Indemnity Agreement**

This agreement made on the 14 day of SEPTEMBER, 2023, in the City of Jonesborough, County of Washington, State of Tennessee.

The parties to the agreement are the undersigned CRYSTAL ZAVEL BY  
(Name of  
Jerome Bowles), called "indemnitor," and The Town of  
Organization or Sponsor)  
Jonesborough, Tennessee, called "indemnitee."

Indemnitor has submitted an Outdoor Use Permit Application to indemnitor. This agreement is attached as an exhibit to that application. Approval of that application is expressly conditioned on the execution of this agreement, indemnitee has agreed to review for approval the application for a special event and if approved to allow the indemnitor's outdoor use of public property to take place within the limits of the Town of Jonesborough in consideration of the indemnitee's allowing the event to take place and \$1.00, receipt of which by indemnitor is acknowledged, the parties agree as follows:

**Section I**

**Scope of Indemnity**

Indemnitor undertakes to indemnify and to save harmless indemnitee from any liability, loss or damages indemnitee may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation within the limits of the Town of Jonesborough, County of Washington, State of Tennessee, of the outdoor use outlined in the application or the management thereof.

Indemnitor assumes full responsibility for all damages and injury that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, and maintenance of, any structures put in place for the outdoor use, and agrees and covenants to indemnify Indemnitee against any such claim or claims.

Indemnitor expressly undertakes to indemnify and to save harmless indemnitee from all liability and/or loss or damages for or arising out of the outdoor use outlined in the application, whether it be caused by the negligence of indemnitee, indemnitee's agents or employees, indemnitee's contractors or otherwise.



## Section II

### Period Covered

The indemnity will extend from the date of this agreement to and including the date the permit expires or is terminated by either party, including and period necessary for the indemnitee to remove any structures erected under the permit.

## Section III

### Expenses, Attorneys' Fees, and Costs

Should it become necessary for purposes of resisting, adjusting, or compromising any claim(s) or demand(s) arising out of the subject matter with respect to which indemnification is provided by this agreement, or for purposes of enforcing this agreement, for indemnitee to incur any expenses, or become obligated to pay any attorneys' fees or court costs, indemnitor agrees to reimburse indemnitee for such expenses, attorneys' fees, or costs within a reasonable time, in no event to exceed thirty days, after receiving written notice from indemnitee of the incurring of such expenses, attorneys' fees, or costs.

## Section IV

### Interest

Indemnitor agrees to pay indemnitee interest at the rate of ten percent per annum on any necessary expenses or costs incurred by indemnitee in the enforcement of this indemnity contract, or on any sums indemnitee is obliged to pay with respect to the matters to which indemnity is given in the contract, from the date such expenses or costs are incurred, or such sums are paid.

## Section VI

### Notice of Claim Against Indemnitee

Indemnitee agrees to give indemnitor ten days' written notice of any claim made against indemnitee on the obligations indemnified against.



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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 1

SUBJECT: Financial Report

Attached for your review are the September, 2023 Financial Operating Statements:

	Current Year		Prior Year	
	September	YTD	September	YTD
<b>GENERAL FUND</b>				
Revenues	1,690,021	2,993,886	1,344,563	1,961,451
Expenditures	1,144,667	2,633,681	2,026,625	2,568,074
Rev. Over/(Under) Exp.	545,354	360,205	(682,062)	(606,623)
<b>DRUG FUND</b>				
Revenues	-	6,192	825	825
Expenditures	-	2,000	2,000	2,000
Rev. Over/(Under) Exp.	-	4,192	(1,175)	(1,175)
<b>SOLID WASTE FUND</b>				
Revenues	62,835	212,313	127,849	176,921
Expenditures	58,533	160,667	105,416	137,000
Rev. Over/(Under) Exp.	4,302	51,646	22,433	39,921
<b>HRA INTERNAL SERV. FUND</b>				
Revenues*	5,790	17,370	11,580	17,120
Expenditures*	-	33,625	4,306	9,258
Rev. Over/(Under) Exp.	5,790	(16,255)	7,274	7,862
<b>WATER/SEWER FUND</b>				
Revenues	722,645	3,147,640	1,489,132	2,098,608
Expenditures	1,026,614	3,507,419	1,000,572	1,698,765
Rev. Over/(Under) Exp.	(303,969)	(359,779)	488,560	399,843
<b>K-8 CAPITAL PROJECT FUND</b>				
Revenues	1,566,348	1,962,572	4,750,449	4,750,449
Expenditures	1,566,348	2,444,918	4,833,593	4,878,071
Rev. Over/(Under) Exp.	-	(482,346)	(83,144)	(127,622)

MAJOR ACCTS	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	BALANCE	REMAIN.
30000	* GENERAL FUND REVENUE *					
3110	PROPERTY TAXES - CURRENT	2,689,962.00	216,216.00	216,216.00	2,473,746.00	91.96
3111	PUBLIC UTILITY TAX - CURRENT	36,000.00	.00	.00	36,000.00	100.00
3130	PROP.TAXES-INT.SFENALTY	15,000.00	2,336.82	4,173.80	10,826.20	72.17
3141	IN LIEU OF POWER BOARD TAX	60,000.00	.00	.00	60,000.00	100.00
3142	IN LIEU OF TVA TAX	70,000.00	.00	.00	70,000.00	100.00
3143	IN LIEU OF PROPERTY TAX	260,000.00	.00	.00	260,000.00	100.00
3144	TVA IMPACT PAYMENT	28,000.00	.00	.00	28,000.00	100.00
3150	LOCAL SALES TAX	2,800,000.00	336,685.00	734,365.61	2,065,634.39	73.77
3160	WHOLESALE BEER TAX	210,000.00	21,117.66	62,654.30	147,345.70	72.75
3161	ALCOHOLIC BEV.FEES/APPLICATIONS	15,000.00	.00	.00	15,000.00	100.00
3162	WHOLESALE LIQUOR TAX	140,000.00	10,745.14	32,110.63	107,889.37	77.06
3170	BUSINESS TAXES	170,000.00	2,199.17	5,885.83	164,114.17	96.53
3180	HOTEL - HOTEL TAX	75,000.00	4,139.44	14,745.56	60,254.44	80.33
3190	CORPORATE EXCISE TAX	30,000.00	.00	.00	30,000.00	100.00
3191	CABLE FRANCHISE FEE	92,000.00	.00	.00	92,000.00	100.00
3210	BUILDING PERMITS	180,000.00	13,851.74	25,347.61	154,652.39	85.91
3212	RECORDING/PLAN REVIEW/VARIANCE FEE	2,000.00	.00	800.00	1,200.00	60.00
3214	STORMWATER FEES	3,000.00	.00	.00	3,000.00	100.00
3330	SC-TITLE IIIB TRANSPORTATION	6,000.00	.00	.00	6,000.00	100.00
3335	SC - VOLUNTEER TRANSPORTATION PRO	6,000.00	.00	.00	6,000.00	100.00
3340	SC-SERVICE COORDINATION FUNDS	46,860.00	3,948.00	7,690.00	39,170.00	83.62
3350	SEN.CITIZEN-COUNTY REVENUE	50,000.00	.00	.00	50,000.00	100.00
3360	SEN.CITIZEN - STATE REVENUE	34,000.00	1,088.00	2,176.00	11,824.00	84.45
3367	SC - UNITED MAY FUNDING	.00	1,250.00	1,250.00	1,250.00	100.00
3370	SC-HEALTH PROMO & CLASS REVENUE	40,000.00	1,413.00	10,908.00	29,092.00	72.73
3375	SENIOR CENTER - RENTAL REVENUE	600.00	.00	.00	600.00	100.00
3376	SENIOR CENTER - MEMBERSHIP DUES	35,000.00	2,409.73	5,633.75	19,366.25	77.46
3377	SENIOR CENTER - MY RIDE FEES	5,500.00	3,295.00	3,375.00	2,125.00	38.63
3410	STATE SALES TAX	700,000.00	49,618.12	173,608.33	526,391.67	75.19
3420	STATE BEER TAX	2,700.00	.00	.00	2,700.00	100.00
3430	STATE MIXED DRINK TAX	10,000.00	1,216.49	4,106.47	5,893.53	58.93
3435	STATE TELECOMMUNICATION TAX	6,000.00	503.30	1,363.11	4,636.89	73.02
3440	STATE INCOME TAX	10,000.00	.00	376.40	9,623.60	96.23
3445	STATE LOCAL OCCUPANCY TAX	8,000.00	632.16	2,788.15	5,211.85	65.14
3450	STATE CITY STREET	10,500.00	894.62	2,683.88	7,816.12	74.43
3455	STATE SPORTSBETTING	6,000.00	.00	2,328.41	3,671.59	61.19
3460	STATE MAINTENANCE REIMBURSEMENT	40,000.00	1,361.94	1,361.94	38,738.06	96.84
3470	STATE STREET AID REVENUES	240,000.00	17,845.71	52,652.63	187,347.37	78.06
3490	PEP SAFETY GRANT-EMPLOYEE WELFARE	2,000.00	.00	.00	2,000.00	100.00
3492	PEP DRIVER SAFETY GRANT	4,000.00	.00	.00	4,000.00	100.00
3494	PEP - PROPERTY GRANT PROGRAM	5,000.00	.00	.00	5,000.00	100.00
3611	WASHINGTON COUNTY FIRE FUNDS	135,000.00	.00	31,750.00	103,250.00	75.00
3612	WASH.CNTY-SPECIAL APPROV-FIRE FUND	.00	1,358.26	1,358.26	1,358.26	100.00
3615	SCHOOL PROJECT MANAGEMENT FEES	30,000.00	.00	.00	30,000.00	100.00
3630	VISITOR CENTER - AUDITORIUM RENT	12,000.00	375.00	2,899.79	9,100.21	75.83
3650	VISITOR CENTER GIFT SHOP	55,000.00	4,410.60	11,455.08	43,544.92	79.17
3651	VISITOR CENTER MISCELLANEOUS	1,000.00	5,829.22	19,533.13	16,533.13	853.31

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	BALANCE	REMAIN.
3653	VISITOR CENTER - SPECIAL PROGRAM	12,500.00	1,291.53	7,954.42	4,545.58	36.36
3659	GAIBRO RENTAL	350.00	.00	.00	350.00	100.00
3660	RECREATION EVENTS/SPECIAL PROGRAM	7,500.00	.00	480.00	7,020.00	93.60
3661	STATE OF TN TOURISM GRANT	30,000.00	.00	.00	30,000.00	100.00
3663	MUSIC ON THE SQUARE REVENUES	36,000.00	3,240.37	12,036.31	23,963.69	68.56
3664	RECREATION RESERVE REVENUES	1,000.00	.00	.00	1,000.00	100.00
3665	M. MARTIN FUNDS-PROGRAM DEVELOPER	50,000.00	.00	.00	50,000.00	100.00
3667	REPATORY THEATRE/JFAC	57,000.00	1,325.45	9,897.87	47,102.13	82.43
3669	JET PLAYERS EDUCATION PROGRAM	50,000.00	410.00	17,375.00	32,625.00	65.25
3671	STORY TOWN RADIO SHOW REVENUE	17,500.00	345.50	17,010.65	489.35	3.79
3672	JET DON SQUIBB SCHOLARSHIP PROGRA	3,000.00	.00	250.00	2,750.00	91.66
3673	MAIN STREET USA REVENUES	2,500.00	.00	212.18	2,287.82	91.31
3674	MAIN ST. JONESBOROUGH DAYS REVENUE	12,000.00	698.00	4,127.00	7,873.00	65.60
3680	NETLANDS-SEASON PASSES	40,000.00	91.65	6,193.66	25,706.34	80.58
3681	NETLANDS-FACILITY RENTAL	35,000.00	.00	839.33	39,160.67	97.90
3682	NETLANDS-DAILY ADMISSIONS	290,000.00	1,070.00	21,190.00	13,810.00	39.45
3683	NETLANDS-CONCESSIONS	90,000.00	6,898.40	191,059.91	98,940.09	34.11
3684	NETLANDS-MERCHANDISE SALES	3,500.00	2,219.00	56,915.40	33,084.60	36.76
3685	NETLANDS-TUBE RENTALS	9,000.00	.00	.00	9,000.00	100.00
3688	NETLANDS-SNOWBALL SALES	3,000.00	177.00	8,607.25	392.75	4.36
3689	NETLANDS-SKIN LESSONS/CPR TRAININ	3,500.00	252.19	2,787.44	1,212.56	40.41
3710	POLICE FINES	160,000.00	.00	.00	3,500.00	100.00
3711	POLICE FINES - CAMERAS	50,000.00	13,690.50	40,553.09	119,446.91	74.65
3712	GENERAL SESSIONS COURT FINES	3,500.00	5,600.00	8,942.00	41,058.00	82.11
3713	LITIGATION TAX	17,500.00	537.71	314.34	2,585.66	73.87
3714	DEFENSIVE DRIVING SCHOOL REVENUE	20,000.00	749.86	4,036.76	13,463.24	76.93
3715	POLICE - VEHICLE TOWING FEES	.00	960.00	3,312.00	16,688.00	83.64
3716	SHOP WITH COP PROGRAM	25,000.00	.00	135.00	125.00	100.00
3717	DRIVING SCHOOL TECH FEES.	2,250.00	1,785.00	1,785.00	23,215.00	92.86
3718	PS ELECTRONIC CITATION FEE RESERY	3,500.00	120.00	408.00	1,842.00	81.86
3719	HANDGUN PERMIT CLASS FEES	22,400.00	312.00	572.00	2,928.00	83.65
3720	TN HIGHWAY SAFETY GRANT	97,801.00	.00	.00	22,400.00	100.00
3721	DOJ BULLET PROOF VESTS GRANT	8,500.00	.00	.00	93,401.00	100.00
3722	DOJ COPS GRANT	60,000.00	.00	.00	8,500.00	100.00
3724	TN JMY SAFETY GRANT	5,000.00	.00	.00	60,000.00	100.00
3725	CLERK ELECTRONIC CITATION FEE RES	3,000.00	78.00	143.00	5,000.00	100.00
3726	JAMS IN BLUE CANINE REVENUE CNT.	2,500.00	.00	.00	5,000.00	100.00
3727	MCARDNEY CENTER - RENTAL FEES	12,000.00	791.25	1,400.00	2,500.00	100.00
3771	MSM PROG.-DONATIONS	.00	101.85	3,920.00	8,080.00	67.33
3772	MARY MARTIN-EDUCATION FEES	75,000.00	7,034.48	14,997.07	101.85	100.00
3774	MCINNEY SCHOLARSHIP FUND REVENUE	5,000.00	.00	475.00	60,002.33	80.00
3775	MCINNEY CENTER MEMBERSHIP REVENU	2,500.00	.00	.00	4,525.00	90.50
3778	TAC GRANT-STORY TOWN RADIO SHOW	8,800.00	.00	3,552.00	2,500.00	100.00
3786	TAC GRANT COMB.PLAY CREATIVE PLAC	2,500.00	.00	.00	5,328.00	60.00
3810	INTEREST EARNED	7,500.00	.00	10,547.49	2,800.00	100.00
3822	POST OFFICE RENT	77,098.00	7,333.99	14,667.98	3,047.49	40.63
					62,430.02	80.97

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	COMMENT	Y-T-D AMOUNT	BALANCE	REMAIN.
3823	LEASE REVENUE	10,520.00	13,073.01	21,927.52	11,407.52-	108.43-
3844	MISCELLANEOUS REVENUE	.00	3,000,976.22	3,000,926.36	1,000,926.36-	100.00-
3950	ACTION PROCEEDS - SURPLUS EQUIP.	15,000.00	.00	6,500.00	8,500.00	56.66
3955	IN LIEU SIDEWALK PAYMENT RESERVE	20,000.00	.00	3,250.00	16,750.00	83.75
3963	SENIOR CENTER-SPECIAL PROJECTS RE	55,000.00	.00	4,555.15	50,444.85	91.71
3974	KEEP JONES BEAUTIFUL REVENUE	.00	12.00	48.00	48.00-	100.00-
3975	FLAG REPLACEMENT REVENUE	200.00	125.00	2,271.00	2,071.00-	35.50-
3976	CHUCKEY DEPOT MUSEUM REVENUE	3,000.00	566.00	934.00	2,066.00	68.86
3979	MASH. CO. CONT. FOR K-8 MAINT.	291,500.00	.00	.00	291,500.00	100.00
3982	PROCEEDS - 2023 CAPITAL OUTLAY NO	1,000,000.00	.00	.00	1,000,000.00	100.00
3993	PROCEEDS-INTERIM LOAN-JACKSON TRT	875,000.00	.00	.00	875,000.00	100.00
3810	LEASE INTEREST	11,152.00	.00	.00	11,152.00	100.00
	--SUB TOTAL--	11,152.00	.00	.00	11,152.00	100.00
3667	JRT USO SHOW	.00	6,592.22	10,092.22	10,092.22-	100.00-
	--SUB TOTAL--	.00	6,592.22	10,092.22	10,092.22-	100.00-
3667	JRT PETER PAN	.00	2,932.50	4,427.12	4,427.12-	100.00-
	--SUB TOTAL--	.00	2,932.50	4,427.12	4,427.12-	100.00-
3667	JRT DEARLY BELOVED	.00	135.00-	2,295.38-	2,295.38	100.00-
	--SUB TOTAL--	.00	135.00-	2,295.38-	2,295.38	100.00-
3667	JRT IT'S A WONDERFUL LIFE RADIO P	.00	1,750.00	800.62	800.62-	100.00-
	--SUB TOTAL--	.00	1,750.00	800.62	800.62-	100.00-
3667	JRT THE PLAY THAT GOES WRONG	.00	135.00-	2,495.38-	2,495.38	100.00-
	--SUB TOTAL--	.00	135.00-	2,495.38-	2,495.38	100.00-
3667	BEAUTIFUL	.00	2,865.00	920.38	920.38	100.00-
	--SUB TOTAL--	.00	2,865.00	920.38	920.38	100.00-
3667	MUSIC HAS	.00	919.29	29,809.56	29,809.56-	100.00-
	--SUB TOTAL--	.00	919.29	29,809.56	29,809.56-	100.00-
3667	CHAZY FOX YOU	.00	15,917.94	13,259.06	13,259.06-	100.00-
	--SUB TOTAL--	.00	15,917.94	13,259.06	13,259.06-	100.00-
3667	JRT - INTO THE WOODS	.00	202.50-	1,292.12	1,292.12-	100.00-
	--SUB TOTAL--	.00	202.50-	1,292.12	1,292.12-	100.00-
3667	JRT - AMASTASIA	.00	.00	6,361.95-	6,361.95	100.00-
	--SUB TOTAL--	.00	.00	6,361.95-	6,361.95	100.00-
3667	USA CHRISTMAS	.00	1,932.50	4,827.12	4,827.12-	100.00-
	--SUB TOTAL--	.00	1,932.50	4,827.12	4,827.12-	100.00-
3667	JRT CONCESSIONS	.00	1,165.31	1,586.87	1,586.87-	100.00-
	--SUB TOTAL--	.00	1,165.31	1,586.87	1,586.87-	100.00-
3667	JRT DUE FROM JRT CHECKING	.00	2,272.65-	4,434.56-	4,434.56	100.00-
	--SUB TOTAL--	.00	2,272.65-	4,434.56-	4,434.56	100.00-
	* GENERAL FUND REVENUE *	12,100,173.00	2,690,020.50	2,993,885.74	9,106,287.26	75.25
	---FUND TOTAL---	12,100,173.00	2,690,020.50	2,993,885.74	9,106,287.26	75.25

10/05/2023 \*GL0600\*  
 FUND 8-011 REVENUE DRUG FUND

TOWN OF JONESBOROUGH  
 REVENUE SUMMARY  
 7/01/2023 - 9/30/2023

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 TIME 13:39  
 - DEPARTMENT -

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	BALANCE	% REMAIN.
3000	* DRUG FUND REVENUE *					
3710	DRUG FINES	3,000.00	.00	15.12	2,984.88	99.49
3715	PROPERTY FORFEITURES	3,000.00	.00	.00	3,000.00	100.00
3720	AUCTION PROCEEDS	3,500.00	.00	6,177.00	2,677.00	76.48
	* DRUG FUND REVENUE *	9,500.00	.00	6,192.12	3,307.88	34.81
	---FUND TOTAL---	9,500.00	.00	6,192.12	3,307.88	34.81

10/05/2023 \*GLACD\*  
 FUND 8-012 REVENUE SOLID WASTE FUND

TOWN OF JONESBOROUGH  
 REVENUE SUMMARY  
 7/01/2023 - 9/30/2023

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 - DEPARTMENT -

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	BALANCE	REMAIN.
3000	* SOLID WASTE REVENUE *					
3700	CUSTOMER CHARGE	780,438.00	61,335.16	263,528.84	576,929.16	73.92
3705	SERVICE CHARGE	16,000.00	750.00	3,820.00	12,200.00	76.25
3708	BRUSH/TIRE DISPOSAL FEES	50.00	.00	.00	50.00	100.00
3710	COMPOST/MULCH SALES	20,000.00	111.00	1,725.40	18,274.60	91.37
3715	RECYCLED MATERIAL SALES	18,500.00	431.35	1,629.95	16,890.05	91.29
3945	TOTE CART/DUMPKSTER PURCHASE	500.00	.00	.00	500.00	100.00
3970	TRUCK RENTALS	4,000.00	150.00	450.00	3,550.00	88.75
3975	BAGSTER BAG SALES	300.00	219.00	219.00	81.00	27.00
4910	INSURANCE RECOVERY	.00	.00	3,000.00	1,000.00	100.00
	* SOLID WASTE REVENUE *	839,788.00	62,834.71	212,313.19	627,474.81	74.71
	***FUND TOTAL***	839,788.00	62,834.71	212,313.19	627,474.81	74.71



10/05/2023 \*01600\*  
 FUND 8-016 \*\*HEALTH REIMBURSEMENT REVENUES\*\*

TOWN OF JAMESBOROUGH  
 REVENUE SUMMARY  
 7/01/2023 - 9/30/2023

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 - DEPARTMENT -

MAJOR ACT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	BALANCE	REMAIN.
30000	**HEALTH REIMBURSEMENT REVENUES**					
3110	SEA CONTRIBUTIONS - GENERAL FUND	-00	2,730.00	8,190.00	8,190.00-	100.00-
3115	SEA CONTRIBUTIONS - SW FUND	-00	750.00	2,250.00	2,250.00-	100.00-
3120	SEA CONTRIBUTIONS - WAT/SEWER FUN	-00	2,310.00	6,930.00	6,930.00-	100.00-
	**HEALTH REIMBURSEMENT REVENUES**	-00	5,790.00	17,370.00	17,370.00-	100.00-
	---FUND TOTAL---	-00	5,790.00	17,370.00	17,370.00-	100.00-

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	BALANCE	REMAIN.
30000	* WATER/SEWER FUND REVENUE *					
3810	INTEREST EARNED	5,000.00	.00	2,188.33	2,811.67	56.23
3910	WATER SALES	7,024,541.00	508,557.76	1,465,553.06	5,356,988.94	76.26
3920	SEWER SALES	1,028,000.00	126,067.66	439,739.92	1,388,209.08	75.94
3945	DISCONNECT FEES	12,500.00	2,599.73	12,191.90	308.10	2.46
3950	SERVICE CHARGES	55,000.00	4,300.00	13,300.00	41,700.00	75.81
3951	WATER TAP FEES	375,000.00	44,500.01	96,300.01	278,699.99	74.31
3952	SEWER TAP FEES	225,000.00	10,000.00	12,000.00	213,000.00	94.66
3954	SEWER TAP INSPECTION FEES	2,500.00	450.00	875.00	1,625.00	65.00
3955	SEWER INDUSTRIAL USER PERMIT FEES	7,500.00	.00	.00	7,500.00	100.00
3960	WATER LINE EXTENSION FEES	100,000.00	.00	.00	100,000.00	100.00
3976	2021 EDA INDUSTRY PARK GRANT REV	260,000.00	.00	.00	260,000.00	100.00
3980	COLLECTION ON DELINQUENT ACCOUNTS	.00	20.33	20.33	20.33	100.00-
3986	SALE OF PROPERTY	10,000.00	.00	3,764.65	6,235.35	62.35
3992	CAP CONTR.-WASH.CNTY-ML PROJ.	.00	.00	772,114.38	772,114.38	100.00-
3995	TH DIRECT LOCAL ALPA FUNDS	347,450.00	.00	100,192.00	247,258.00	71.16
3951	WATER TAP DISCOUNTED COST CNTY LT	.00	26,150.00	29,350.00	29,350.00	100.00-
	--SUB TOTAL--	.00	26,150.00	29,350.00	29,350.00	100.00-
	* WATER/SEWER FUND REVENUE *	10,252,491.00	722,645.49	3,147,639.58	7,104,851.42	69.29
	---FUND TOTAL---	10,252,491.00	722,645.49	3,147,639.58	7,104,851.42	69.29

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 FUND 8-050 \*\*K-8 CAPITAL PROJ.FUND REVENUE\*\* REVENUE SUMMARY TIME 13:48  
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MAJOR ACCTS	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	BALANCE	REMAIN.
3000	**K-8 CAPITAL PROJ.FUND REVENUE**				1,566,348.19	100.00
3300	K-8 DEBT PROCEEDS-PHASE III-INTER	.00	1,566,348.19	1,566,348.19	396,223.98	100.00
3400	MAN Extension Proceeds	.00	.00	396,223.98	1,962,572.17	100.00
	**K-8 CAPITAL PROJ.FUND REVENUE**	.00	1,566,348.19	1,962,572.17		
	---FUND TOTAL---	.00	1,566,348.19	1,962,572.17		

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
11000	* GENERAL ADMINISTRATION *						
4100	SALARIES & WAGES	624,262.00	44,287.51	125,885.35	.00	498,376.65	79.82
4210	FAYROLL TAXES (FICA)	47,756.00	3,256.98	9,138.29	.00	38,617.71	80.86
4211	RETIREMENT	33,333.00	6,280.96	6,280.59	.00	27,052.41	81.22
4212	EMPLOYEE INSURANCE	86,182.00	5,213.28	19,810.97	.00	66,371.03	77.02
4214	UNEMPLOYMENT TAX (SUTA)	450.00	24.32	24.32	.00	425.68	94.59
4310	OFFICE SUPPLIES	6,000.00	95.42	1,171.71	.00	4,828.29	80.47
4311	STATIONERY/FORMS	2,000.00	.00	497.70	.00	1,502.30	75.11
4312	EQUIP. LEASES & MAINT. CONTRACTS	44,700.00	4,041.89	11,344.71	.00	33,355.29	74.62
4313	COMPUTER CONSULTANTS/UPGRADES	67,095.00	.00	8,766.27	.00	58,328.73	86.93
4314	SMALL EQUIP. & FURNISHINGS	4,500.00	3,121.00	3,121.00	.00	1,379.00	30.64
4323	FOOD	15,500.00	.00	.00	.00	15,500.00	100.00
4324	JANITORIAL/CLEANING	4,200.00	.00	.00	.00	4,200.00	100.00
4326	UNIFORMS/SAFETY SHOS	1,800.00	382.81	382.81	470.15	967.04	53.72
4328	POSTAGE	4,000.00	634.89	935.30	.00	3,064.70	76.61
4330	BANK/CREDIT CARD FEES	3,000.00	.00	456.03	.00	2,543.97	84.79
4340	MISCELLANEOUS SUPPLIES	4,500.00	387.00	2,080.33	.00	2,419.67	53.77
4355	MEDICAL	2,600.00	184.05	483.10	.00	2,116.90	81.41
4410	BUILDING MAINTENANCE	8,000.00	16,787.13	17,318.09	.00	9,538.09	124.22
4415	BUILDING MAINTENANCE - ISC BLDG.	4,000.00	.00	.00	.00	4,000.00	100.00
4420	EQUIPMENT REPAIRS	250.00	.00	.00	.00	250.00	100.00
4510	ELECTRIC/GAS	14,500.00	957.00	2,127.74	.00	12,372.26	85.32
4520	WATER	1,500.00	67.96	133.43	.00	1,366.57	91.10
4550	PHONES/INTERNET	12,500.00	59.89	1,267.36	.00	11,232.64	89.70
4601	GENERAL ENGINEERING	35,000.00	4,875.00	5,875.00	.00	29,125.00	84.35
4615	WEBSITE MAINTENANCE	5,500.00	80.00	100.00	.00	5,400.00	98.18
4651	AUDIT/ACCOUNTING	25,400.00	.00	.00	.00	25,400.00	100.00
4652	LEGAL FEES/LEGAL ADS	60,000.00	1,691.18	5,285.16	.00	54,714.84	91.19
4656	MUNICIPAL JUDGE SUPPLIES	2,352.00	.00	.00	.00	2,352.00	100.00
4657	MUNICIPAL JUDGE	11,200.00	700.00	2,275.00	.00	8,925.00	79.68
4658	ANIMAL CONTROL	2,500.00	15.71	31.42	.00	2,468.58	98.74
4659	USDA WILDLIFE MANAGEMENT	3,100.00	.00	.00	.00	3,100.00	100.00
4660	RESIDENT INFORMATION	6,500.00	.00	500.00	.00	6,000.00	92.30
4710	GASOLINE/OIL	6,500.00	161.57	312.98	.00	6,187.02	95.18
4720	TIRES	700.00	.00	.00	.00	700.00	100.00
4730	VEHICLE REPAIRS/MAINT.	3,000.00	.00	12.50	.00	2,987.50	99.58
4735	GPS - TREMATICS	500.00	121.17	242.34	.00	257.66	51.53
4740	TRAVEL/TRAINING/CAR ALLOWANCE	4,000.00	.00	250.00	.00	3,750.00	93.75
4813	PROPERTY/LIABILITY INSURANCE	152,500.00	70,168.50	68,443.26	.00	84,056.74	55.11
4814	WORKER'S COMP INSURANCE	73,410.00	.00	.00	.00	73,410.00	100.00
4815	TAX RELIEF PROGRAM	15,000.00	.00	.00	.00	15,000.00	100.00
4906	VETERAN'S MEMORIAL EXPENSE	2,500.00	.00	.00	.00	2,500.00	100.00
4910	DUES/SUBSCRIPTIONS/PERMITS	1,000.00	84.99	913.95	.00	86.05	8.60
4911	MTAS/TML FEES	3,500.00	.00	3,247.00	.00	253.00	7.22
4913	LIBRARY APPROPRIATION	13,500.00	.00	.00	.00	13,500.00	100.00
4915	NE TN TOURISM APPROPRIATION	2,000.00	.00	.00	.00	2,000.00	100.00
4916	WC MUSEUM/HERITAGE ALLIANCE APPRO	50,000.00	4,166.67	12,500.01	.00	37,499.99	74.99
4917	BUILDING INSPECTION	4,500.00	160.00	160.00	.00	4,340.00	94.44

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
4918	DIRTY STREET FIGHTERS	7,000.00	903.75	1,560.59	.00	5,439.41	77.70
4920	F.T.D.D. APPROPRIATION	1,650.00	.00	1,649.00	.00	1.00	.06
4921	F.T.M.A. APPRO.	7,303.00	.00	.00	.00	7,303.00	100.00
4922	MC E.M.S. APPROPRIATION	50,000.00	.00	.00	.00	50,000.00	100.00
4924	WASHINGTON COUNTY BOON DEV COUNCIL	7,000.00	.00	.00	.00	7,000.00	100.00
4925	HISTORIC SONGS COMM TRAINING	500.00	.00	.00	.00	500.00	100.00
4926	VET.PARK APPROPRIATION	.00	.00	250.00	.00	250.00	100.00
4930	JACKSON CONTRACTED SERVICES	25,000.00	.00	.00	.00	25,000.00	100.00
4935	MAIN STREET JONES PROGRAM EXP.	.00	649.39	1,061.08	.00	1,061.08	100.00
4936	MAIN ST.-BIENS & TUNES PROGRAM	.00	376.96	376.96	.00	376.96	100.00
4937	MAIN ST.-JONESBOROUGH DAYS	.00	63.85	1,164.75	.00	1,164.75	100.00
5664	INTEREST - 2023 \$1M CON	35,000.00	.00	.00	.00	35,000.00	100.00
5666	INTEREST- JACKSON ED	37,250.00	.00	.00	.00	37,250.00	100.00
5667	INTEREST-JACKSON BAMS	50,000.00	.00	.00	.00	50,000.00	100.00
5670	FRIN.-2020 ED COMM.FACILITY LOAN	60,005.00	.00	34,639.98	.00	45,365.02	75.36
5671	INT.-2020 ED COMM.FACILITY LOAN	89,420.00	4,958.50	22,516.02	.00	66,903.98	74.81
5677	FRIN.-2020 TN MINI BOND FUND CON	121,000.00	.00	.00	.00	121,000.00	100.00
5678	INT.-2020 TN MINI BOND FUND CON	15,662.00	.00	.00	.00	15,662.00	100.00
5940	FEDERALITIES FOR LATE FILING	.00	66.34	66.34	.00	66.34	100.00
6145	DEBT ISSUANCE COSTS	2,000.00	2,000.00	3,000.00	.00	1,000.00	50.00
6155	FACADE RENOVATION GRANT	10,000.00	.00	.00	.00	10,000.00	100.00
6175	VARIOUS PUBLIC WORKS PROJECTS	285,000.00	.00	.00	6,776.22	278,223.78	97.62
6180	OTHER CAPITAL PROJECTS	149,742.00	.00	102,422.84	.00	47,319.16	31.60
	* GENERAL ADMINISTRATION *	2,432,620.00	176,017.39	457,701.28	7,246.37	1,967,672.35	80.88

10/05/2023  
FUND 8-010 EXPENDITURES GENERAL FUND

\*06169D\*  
EXPENDITURES GENERAL FUND

TOWN OF JONESTOWN  
EXPENDITURE SUMMARY  
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MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
12000	* POLICE DEPARTMENT *						
4100	SALARIES & WAGES	1,223,770.00	55,912.33	282,675.90	.00	941,094.10	76.90
4110	PAVROLL TAXES (FICA)	93,618.00	6,800.08	20,140.57	.00	73,477.43	78.48
4211	RETIREMENT	71,811.00	5,557.91	16,783.71	.00	55,027.29	76.65
4212	EMPLOYEE INSURANCE	235,889.00	20,190.84	73,401.67	.00	162,487.33	67.50
4214	UNEMPLOYMENT TAX (SUTA)	850.00	44.04	44.04	.00	805.96	94.81
4310	OFFICE SUPPLIES	3,000.00	269.32	1,152.03	.00	1,847.95	61.59
4311	STATIONERY/FORMS	1,200.00	81.28	583.25	.00	616.75	51.39
4312	EQUIP. LEASES & MAINT. CONTRACTS	18,275.00	2,704.03	9,795.00	1,311.00	7,169.00	39.22
4313	SMALL EQUIP-TN LOCAL APPROPRIATIO	.00	13.16	43.16	.00	43.16	100.00
4314	SMALL EQUIP. & FURNISHINGS	7,000.00	1,609.28	1,825.85	700.00	4,474.55	63.92
4315	AMMUNITION	7,000.00	749.30	1,229.30	3,864.16	1,906.34	29.23
4326	UNIFORMS/CLOTHING	20,000.00	1,564.83	3,071.25	.00	16,928.75	84.64
4328	POSTAGE	2,500.00	71.93	545.35	.00	1,954.65	78.18
4340	MISCELLANEOUS SUPPLIES	5,000.00	114.00	114.00	.00	4,886.00	97.72
4350	SAFETY	1,000.00	.00	.00	.00	1,000.00	100.00
4355	MEDICAL	11,500.00	782.66	1,266.56	.00	10,233.44	88.98
4420	EQUIPMENT REPAIRS	1,000.00	.00	.00	.00	1,000.00	100.00
4500	LITIGATION EXPENSE	10,000.00	.00	.00	.00	10,000.00	100.00
4505	FS ELCTR. CITATION RESERVE EXP.	5,000.00	.00	.00	.00	5,000.00	100.00
4507	CLERK ELCTR. CITATION RESERVE EXP	1,500.00	.00	.00	.00	1,500.00	100.00
4510	MAINTENANCE EXPENSE-RADIO TOWER	1,000.00	46.88	261.23	.00	738.77	79.87
4515	HANDGUN PERMIT CLASS EXPENSE	2,000.00	.00	.00	.00	2,000.00	100.00
4520	DRIVING SCHOOL TECH FUND EXPENSES	15,500.00	345.48	1,241.42	.00	14,258.58	91.99
4550	TELEPHONE/RADIOS/INTERNET	16,000.00	6,443.19	8,838.09	17,326.82	10,165.51	63.53
4630	TRAINING	5,000.00	.00	.00	.00	5,000.00	100.00
4640	RESERVE OFFICER PROGRAM	60,000.00	5,495.07	10,143.86	.00	49,856.14	83.09
4710	GASOLINE/OIL	8,000.00	.00	503.28	.00	7,496.72	93.70
4720	TIRES	5,000.00	.00	.00	.00	5,000.00	100.00
4725	REPAIR & MAINT.-SURPLUS VEH. & EQU	18,000.00	1,433.62	3,290.11	832.88	13,677.01	77.09
4730	VEHICLE REPAIRS/MAINT.	5,250.00	581.54	1,163.08	.00	4,086.92	77.84
4735	GPS - TELEMATICS	5,000.00	135.82	1,091.21	.00	3,908.79	78.17
4745	TRAVEL/TRANSPORT-SURPLUS VEH. & EQU	5,000.00	.00	.00	.00	5,000.00	100.00
4850	STATE POLICE FINES	25,000.00	1,390.15	2,452.77	.00	22,547.23	90.18
4900	OTHER CONTRACTED SERVICES	39,739.00	3,420.86	23,986.14	7,069.73	8,673.13	21.82
4910	DUES/SUBSCRIPTIONS/MEMBERSHIPS	2,000.00	320.00	945.37	.00	1,054.63	52.70
4933	PUBLIC EDUCATION/DRIVING SCHOOL	3,000.00	165.00	1,046.13	.00	1,913.87	63.79
4936	PANS IN BLUE CANINE EXPENSES	.00	1,219.98	1,308.37	5,105.40	6,614.37	100.00
4937	SHOP WITH A COP PROGRAM	25,000.00	.00	.00	.00	25,000.00	100.00
4938	JONESTOWN COPS FOR KIDS	2,500.00	.00	.00	.00	2,500.00	100.00
4955	DOG BULLET PROOF VESTS GRANT	8,500.00	.00	.00	.00	8,500.00	100.00
4962	TN HIGHWAY SAFETY GRANT EXPENSES	5,000.00	.00	.00	.00	5,000.00	100.00
4966	VEHICLE AND EQUIPMENT	43,000.00	.00	.00	.00	43,000.00	100.00
5532	PRINCIPAL-2021 FS VEHICLE LEASE	119,000.00	119,000.00	119,000.00	.00	.00	.00
5534	INTEREST-2021 FS VEHICLE LEASE	5,129.00	3,067.35	3,067.35	.00	2,061.65	40.19
5705	2021 CAP. OUTLAY-POLICE VEHICLES	.00	.00	20,117.60	.00	20,117.60	100.00
5720	CAP. OUTLAY-FS TRAINING FACILITY	.00	.00	284.85	.00	284.85	100.00

10/05/2023 \*GL0600\*  
 FUND 8-010 EXPENDITURES GENERAL FUND

TOWN OF JONESBOROUGH  
 EXPENDITURE SUMMARY  
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MAJOR ACCTS	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
5960	FESALITIES FOR LATE FILING	.00	184.59	184.59	.00	184.59	100.00
	* POLICE DEPARTMENT *	2,134,531.00	278,695.92	610,998.81	36,410.19	1,487,122.00	69.66

MAJOR ACCTS	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
12200	* FIRE DEPARTMENT *						
4100	SALARIES & WAGES	432,579.00	33,988.36	100,727.02	.00	331,851.98	76.71
4210	PAYROLL TAXES (FICA)	33,092.00	2,416.42	7,154.54	.00	25,937.46	78.37
4211	RETIREMENT	25,343.00	2,039.30	6,025.77	.00	19,317.23	76.22
4212	EMPLOYEE INSURANCE	70,888.00	5,907.35	23,358.02	.00	47,529.98	67.04
4214	UNEMPLOYMENT TAX (UTA)	340.00	.89	.89	.00	339.11	99.73
4310	OFFICE SUPPLIES	1,000.00	.00	81.41	.00	918.59	91.85
4311	STATIONERY/FORMS	200.00	.00	.00	.00	200.00	100.00
4312	EQUIP. LEASES & MAINT. CONTRACTS	6,500.00	813.09	1,933.70	.00	4,566.30	70.25
4314	SMALL EQUIP. & FURNISHINGS	45,000.00	883.93	10,554.76	5,991.58	28,453.66	63.23
4326	UNIFORMS/CLOTHING	11,000.00	2,411.40	2,411.40	6,800.00	1,788.60	16.26
4327	FIRE FIGHTING GEAR	30,000.00	.00	.00	7,970.00	22,030.00	73.43
4328	POSTAGE	200.00	8.57	15.87	.00	184.13	92.06
4340	MISCELLANEOUS SUPPLIES	5,500.00	513.09	876.44	.00	4,623.56	84.06
4350	SAFETY	1,000.00	.00	.00	.00	1,000.00	100.00
4355	MEDICAL	6,500.00	600.31	842.46	1,000.00	4,657.54	71.65
4410	BUILDING MAINTENANCE	10,000.00	381.33	337.47	.00	9,662.53	96.62
4420	EQUIPMENT REPAIRS	2,500.00	.00	365.02	.00	2,134.98	85.39
4550	TELEPHONE/RADIOS/INTERNET	6,250.00	399.56	312.73	.00	5,937.27	94.29
4630	TRAINING	8,500.00	1,110.00	1,600.00	.00	6,900.00	81.17
4710	GASOLINE AND OIL	12,000.00	1,477.25	2,741.36	.00	9,258.64	77.15
4720	TIRES	8,000.00	.00	.00	.00	8,000.00	100.00
4730	VEHICLE REPAIRS/MAINT.	30,000.00	998.01	2,222.13	5,265.05	22,513.82	75.04
4735	GPS - TELEMATICS	700.00	218.07	436.14	.00	263.86	37.69
4740	TRAVEL	1,000.00	.00	.00	.00	1,000.00	100.00
4900	OTHER CONTRACTED SERVICES	11,000.00	.00	.00	.00	11,000.00	100.00
4910	FUES/SUBSCRIPTIONS	1,800.00	100.00	300.00	.00	1,500.00	83.33
4933	PUBLIC EDUCATION	500.00	.00	.00	.00	500.00	100.00
5515	PRINCIPAL-2016 FIRE TRUCK LEASE	38,760.00	3,208.19	9,602.42	.00	29,157.58	75.22
5520	INTEREST-2016 FIRE TRUCK LEASE	3,167.00	265.70	879.35	.00	2,287.65	72.23
5535	PRINCIPAL-2021 FIRE TRUCK LEASE	46,000.00	46,000.00	46,000.00	.00	.00	.00
5540	INTEREST-2021 FIRE TRUCK LEASE	10,109.00	5,323.50	5,323.50	.00	4,785.50	47.33
5940	FURNITURE FOR LATE FILING	.00	71.92	71.92	.00	.00	.00
6115	CAPITAL OUTLAY - BUSSN TRUCK	859,428.00	108,337.22	1,358.26	37,026.63	606,888.89	70.61
	* FIRE DEPARTMENT *			225,532.48			



MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
13200	* STREET DEPARTMENT *						
4100	SALARIES & WAGES	400,991.00	31,669.96	93,667.50	.00	307,323.50	76.64
4210	PAYROLL TAXES (PTCA)	30,676.00	2,372.96	6,714.68	.00	23,961.32	78.11
4211	RETIREMENT	23,191.00	1,900.19	5,620.03	.00	17,570.97	75.76
4212	EMPLOYEE INSURANCE	63,206.00	5,267.13	20,509.41	.00	42,696.59	67.55
4214	UNEMPLOYMENT TAX (SUTA)	310.00	.00	.00	.00	310.00	100.00
4310	OFFICE SUPPLIES	400.00	.00	105.03	.00	294.97	73.74
4312	EQUIP.LEASES & MAINT.CONTRACTS	2,500.00	519.14	1,191.75	.00	1,308.25	52.33
4314	SMALL EQUIP.& FURNISHINGS	4,000.00	461.79	573.96	.00	3,426.04	85.65
4322	SALT PURCHASE	10,000.00	.00	.00	.00	10,000.00	100.00
4326	UNIFORMS/CLOTHING	3,850.00	162.07	2,234.59	.00	1,615.41	41.95
4340	MISCELLANEOUS SUPPLIES	2,750.00	56.05	109.00	.00	2,641.00	96.03
4350	SAFETY	2,200.00	.00	.00	.00	2,200.00	100.00
4355	MEDICAL	3,300.00	163.60	307.20	.00	2,992.80	90.08
4410	BUILDING MAINTENANCE	6,000.00	.00	.00	.00	6,000.00	100.00
4420	EQUIPMENT REPAIRS	1,500.00	.00	.00	.00	1,500.00	100.00
4440	STREET REPAIRS	15,000.00	1,253.08	2,924.42	.00	12,075.58	60.50
4460	STREET SIGNS	6,050.00	520.65	559.65	.00	5,491.35	90.76
4465	STREET PAVING	175,000.00	.00	.00	.00	175,000.00	100.00
4510	STREET LIGHTS	192,500.00	18,426.69	36,261.21	.00	156,238.79	81.16
4520	CURBING/SIDEWALKS/ROCK	100,000.00	.00	225.62	16,000.00	90,225.62	90.22
4550	TELEPHONS/RADIOS/INTERNET	2,500.00	133.36	324.63	.00	2,175.37	87.01
4710	GASOLINE/OIL	32,175.00	2,731.55	4,821.11	.00	27,353.89	85.01
4720	TIRES	7,000.00	.00	238.46	.00	6,761.54	96.59
4730	VEHICLE REPAIRS/MAINT.	41,280.00	2,552.76	5,368.43	2,365.49	33,516.08	81.25
4735	GPS - TELEPHONICS	1,800.00	218.07	452.33	.00	1,347.67	74.87
4920	STATE STORM WATER MAINTENANCE FEE	5,000.00	.00	.00	.00	5,000.00	100.00
5900	FEES/CHARGES FOR LATE FILING	.00	65.45	65.45	.00	65.45	100.00
6314	STORM WATER UPGRADE/SUPPLIES	6,000.00	.00	.00	550.00	5,450.00	90.83
6346	N. MAIN SIDEWALK	105,000.00	.00	.00	.00	105,000.00	100.00
6347	OAK GROVE CURBING AND SIDEWALK	30,000.00	.00	.00	.00	30,000.00	100.00
6348	LINCOLN PARK PARKING LOT	106,000.00	.00	.00	.00	106,000.00	100.00
6349	TOMPSON MEADOW LAKE PAVING	52,000.00	.00	.00	.00	52,000.00	100.00
6351	MOORE STREET PAVING	135,000.00	.00	.00	.00	135,000.00	100.00
6352	3 2500 4WD TRUCKS	150,000.00	.00	.00	140,866.00	9,134.00	6.08
	* STREET DEPARTMENT *	1,717,149.00	68,374.50	161,842.22	153,701.49	1,381,535.29	80.45

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
13300	* GARAGE *						
4100	SALARIES & WAGES	75,157.00	4,163.70	11,028.94	.00	64,128.46	85.32
4210	PAYROLL TAXES (FICA)	5,750.00	270.44	699.43	.00	5,050.57	87.83
4211	RETIREMENT	4,453.00	249.82	661.70	.00	3,790.30	85.13
4212	EMPLOYEE INSURANCE	25,184.00	1,597.25	6,276.27	.00	18,907.73	75.08
4214	UNEMPLOYMENT TAX (SUTA)	130.00	.00	.00	.00	130.00	100.00
4310	OFFICE SUPPLIES	500.00	.00	11.00	.00	489.00	97.80
4312	EQUIP. LEASES & MAINT. CONTRACTS	3,000.00	520.42	1,263.30	.00	1,736.70	57.89
4313	TOOLS	2,300.00	1,906.00	2,205.00	.00	95.00	4.13
4314	SMALL EQUIP. & FURNISHINGS	3,470.00	.00	159.93	.00	3,310.07	95.39
4315	WELDING SUPPLIES	400.00	.00	.00	.00	400.00	100.00
4324	JANITORIAL/CLEANING	1,500.00	.00	.00	.00	1,500.00	100.00
4326	UNIFORMS/CLOTHING	1,900.00	85.44	337.45	.00	1,562.55	82.23
4340	MISCELLANEOUS SUPPLIES	1,000.00	182.40	182.40	.00	817.60	81.76
4350	SAFETY	1,000.00	.00	131.39	.00	868.61	86.86
4355	MEDICAL	800.00	40.90	158.96	.00	641.04	80.13
4410	BUILDING MAINTENANCE	1,500.00	91.25	331.35	.00	1,168.65	77.91
4415	WASH BAY MAINTENANCE & SUPPLIES	2,500.00	899.00	899.00	.00	1,601.00	64.04
4420	EQUIPMENT REPAIRS	500.00	.00	.00	.00	500.00	100.00
4510	ELECTRIC	5,000.00	396.89	1,192.26	.00	3,807.74	76.15
4520	WATER	1,000.00	.00	45.11	.00	954.89	95.48
4550	TELEPHONE	2,250.00	216.78	559.63	.00	1,690.37	75.12
4610	TRAVEL/TRAINING	500.00	.00	.00	.00	500.00	100.00
4710	GASOLINE/OIL	2,300.00	71.67	178.74	.00	2,121.26	92.22
4720	TIRES	1,000.00	.00	.00	.00	1,000.00	100.00
4730	VEHICLE REPAIRS/MAINT.	2,000.00	140.35	1,000.48	.00	999.52	49.97
4735	GPS - TELEPHONICS	400.00	24.23	48.46	.00	351.54	87.88
4910	DUES/SUBSCRIPTIONS/PERMITS	250.00	.00	.00	.00	250.00	100.00
5960	PENALTIES FOR LATE FILING	.00	7.77	7.77	.00	7.77	100.00
	* GARAGE *	145,745.00	10,864.31	27,378.14	.00	118,366.86	81.21

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
14100	* SENIOR CENTER *						
4100	SALARIES & WAGES	337,015.00	24,888.26	75,404.73	.00	261,610.27	77.62
4210	PAYROLL TAXES (FICA)	25,788.00	1,761.23	5,340.32	.00	20,447.68	79.28
4211	RETIREMENT	16,759.00	1,278.97	3,827.98	.00	12,931.02	77.15
4212	EMPLOYER INSURANCE	64,437.00	4,867.21	19,177.92	.00	45,259.08	70.23
4214	UNEMPLOYMENT TAX (SUTA)	310.00	5.17	5.17	.00	304.83	98.33
4310	OFFICE SUPPLIES	3,200.00	426.62	968.64	.00	2,231.36	69.73
4312	EQUIP. LEASES & MAINT. CONTRACTS	21,000.00	2,095.93	8,478.26	.00	12,521.74	59.62
4314	SMALL EQUIP. & FURNISHINGS	4,800.00	.00	454.84	.00	4,345.16	90.52
4324	JANITORIAL/CLEANING	6,000.00	269.90	589.80	3,000.00	2,410.20	40.17
4326	UNIFORMS	900.00	281.26	241.26	149.95	508.79	56.53
4328	POSTAGE	800.00	12.12	289.32	.00	510.68	63.83
4340	MISCELLANEOUS SUPPLIES	1,500.00	256.36	430.67	289.44	779.89	51.99
4350	SAFETY	2,000.00	13.16	37.40	.00	1,962.60	98.13
4355	MEDICAL	2,500.00	143.15	286.30	.00	2,213.70	88.54
4410	BUILDING MAINTENANCE	20,400.00	5,948.61	8,171.53	818.84	11,409.63	55.92
4415	GROUND MAINTENANCE	9,000.00	3,470.15	1,966.18	5,000.00	2,033.82	22.59
4420	EQUIPMENT REPAIRS	1,000.00	342.00	342.00	.00	658.00	65.80
4510	ELECTRIC/GAS	40,000.00	2,709.64	5,412.92	.00	34,587.08	86.46
4520	WATER	4,000.00	212.73	590.56	.00	3,409.44	85.23
4550	TELEPHONE/INTERNET	10,000.00	703.44	1,543.21	.00	8,456.79	84.56
4710	GASOLINE/OIL	2,700.00	241.70	409.93	.00	2,290.07	84.81
4725	TIRES	1,000.00	.00	.00	.00	1,000.00	100.00
4730	VEHICLE REPAIRS/MAINT.	1,000.00	39.88	39.88	.00	960.12	96.01
4735	GPS - TELEMATICS	1,000.00	96.92	193.84	.00	806.16	80.61
4740	TRAVEL/TRAINING	2,500.00	180.00	236.21	.00	2,263.79	90.55
4910	DUES/SUBSCRIPTIONS/PERMITS	5,500.00	2,500.00	2,409.95	.00	2,890.05	52.54
4915	AQA COMPLIANCE	100.00	.00	.00	.00	100.00	100.00
4940	TITLE III-B TRANSPORTATION	12,000.00	.00	.00	.00	12,000.00	100.00
4941	PARKISH NURS/WELLNESS PROGRAM	20,000.00	.00	1,530.00	18,470.00	.00	.00
4942	HEALTH PROMOTION PROGRAM	38,000.00	360.00	394.00	38,000.00	984.00	2.61
4960	SENIOR CENTER-SPECIAL PROJECTS EX	55,000.00	.00	6,000.20	.00	48,999.80	89.09
5115	SENIOR CENTER STATE GRANT TCAD EX	.00	923.40	1,109.24	8,000.00	9,109.24	100.00
5960	FINALTIES FOR LATE FILING	.00	57.71	57.71	.00	57.71	100.00
6150	PRIN.-2021 REVENUE BNDIS(3.315M)	90,000.00	.00	.00	.00	90,000.00	100.00
6155	INT.-2021 REVENUE BNDIS(3.315M)	91,050.00	.00	.00	.00	91,050.00	100.00
6500	CAP-OUTLAY-MY RIDE SUV	.00	.00	13,253.00	.00	13,253.00	100.00
6505	CAP-OUTLAY-MY RIDE GOLF CART	13,253.00	.00	.00	.00	13,253.00	100.00
6515	CAP-OUTLAY-PATIO PAVILION	11,981.00	.00	.00	.00	11,981.00	100.00
4943	III-B SALARIES	30,389.00	2,614.40	7,701.34	.00	22,687.66	74.65
4945	VOL-TRANSPORTATION-SALARIES	6,000.00	2,614.40	7,701.34	.00	6,000.00	100.00
	--SUS TOTAL--	36,389.00	2,614.40	7,701.34	.00	28,687.66	78.83
4943	III-B PATROLL TAXES	2,325.00	186.32	548.10	.00	1,776.90	76.42
4945	VOL-TRANSPORTATION-PK TAXES	459.00	.00	.00	.00	459.00	100.00
	--SUS TOTAL--	2,784.00	186.32	548.10	.00	2,235.90	80.31
4943	III-B TELEPHONE	780.00	65.00	130.00	.00	650.00	83.33
4945	VOL-TRANSPORTATION-RETIREMENT	420.00	.00	.00	.00	420.00	100.00
	--SUS TOTAL--	1,200.00	65.00	130.00	.00	1,070.00	89.16

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	\$ REMAIN.
4943	III-B TRAVEL	2,500.00	.00	335.81	.00	2,164.19	86.56
4945	VOL.TRANSPORTATION-EMPLOYEE INSUR	2,000.00	.00	.00	.00	2,000.00	100.00
	---SUB TOTAL---	4,500.00	.00	335.81	.00	4,164.19	92.53
4943	III-B EMPL.BENEFITS-DUTA	35.00	.00	.00	.00	35.00	100.00
4945	VOL.TRANSPORTATION-SUTA	30.00	.00	.00	.00	30.00	100.00
	---SUB TOTAL---	65.00	.00	.00	.00	65.00	100.00
4943	III-B EMPL.BENEFITS - INSURANCE	2,850.00	502.57	2,037.55	.00	812.45	28.50
	---SUB TOTAL---	2,850.00	502.57	2,037.55	.00	812.45	28.50
4943	III-B EMPL. BENEFITS - RETIREMENT	2,387.00	156.86	462.07	.00	1,924.93	80.64
	---SUB TOTAL---	2,387.00	156.86	462.07	.00	1,924.93	80.64
4943	III-B SUPPLIES	554.00	.00	.00	.00	554.00	100.00
	---SUB TOTAL---	554.00	.00	.00	.00	554.00	100.00
	* SENIOR CENTER *	967,216.00	55,539.77	171,207.84	73,728.23	722,279.93	74.67

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAINS
14200	* PARKS & RECREATION *						
4100	SALARIES AND WAGES	257,084.00	15,223.16	47,009.06	.00	210,074.94	81.71
4210	PAYROLL TAXES (FICA)	1,123.48	715.75	2,210.36	.00	10,678.64	82.34
4211	RETIREMENT	12,889.00	1,315.71	6,146.17	.00	36,904.83	85.72
4212	EMPLOYEE INSURANCE	43,051.00	205.00	14.69	.00	190.31	92.83
4214	UNEMPLOYMENT TAX (SUTA)	200.00	.00	.00	.00	200.00	100.00
4310	OFFICE SUPPLIES	2,520.00	344.35	806.41	.00	1,713.59	67.39
4312	EQUIP.LEASES & MAINT. CONTRACTS	5,000.00	3,096.05	3,096.05	.00	1,903.95	38.07
4314	SMALL EQUIP. & FURNISHINGS	4,500.00	172.33	668.05	.00	3,831.95	85.15
4324	JANITORIAL/CLEANING	1,600.00	359.97	439.83	.00	1,160.17	72.51
4326	UNIFORM/CLOTHING	400.00	32.52	86.52	.00	313.48	78.37
4328	POSTAGE	1,300.00	.00	.00	.00	1,300.00	100.00
4340	MISCELLANEOUS SUPPLIES	250.00	.00	18.99	.00	231.01	92.40
4350	SAFETY	2,300.00	184.05	368.10	.00	1,931.90	83.99
4355	MEDICAL	7,500.00	3,286.55	3,334.22	.00	4,165.78	55.54
4410	BUILDING MAINTENANCE	95,000.00	32,991.46	53,241.59	2,115.00	39,643.41	41.72
4415	PARK DEVELOPMENT/MAINT.	7,000.00	784.77	805.27	.00	6,194.73	88.49
4420	EQUIPMENT REPAIRS	37,500.00	2,325.00	4,026.79	.00	33,473.21	89.26
4510	ELECTRIC	15,000.00	509.35	2,121.25	.00	12,878.75	85.85
4520	WATER	8,500.00	755.78	1,876.80	.00	6,623.20	77.92
4640	PRINTING	300.00	.00	.00	.00	300.00	100.00
4710	GASOLINE/OIL	7,000.00	185.06	548.20	.00	6,451.80	92.16
4720	TIRES	1,000.00	.00	.00	.00	1,000.00	100.00
4730	VEHICLE REPAIRS/MAINT.	6,500.00	.00	586.94	.00	5,913.06	90.97
4735	GPS - TELEMATICS	950.00	36.92	193.84	.00	756.16	79.59
4740	TRAVEL/TRAINING	500.00	.00	88.50	.00	411.50	82.30
4910	DOES/SUBSCRIPTIONS/PERMITS	2,000.00	.00	.00	.00	2,000.00	100.00
4939	JET PLAYERS EDUCATION PROGRAM	50,000.00	6,285.00	9,014.68	.00	40,985.32	81.97
4941	SPECIAL PROGRAMS	20,000.00	791.37	954.65	.00	19,045.35	95.22
4942	ATHLETIC PROGRAMS	10,000.00	66.84	3,220.75	.00	6,779.25	67.79
4944	JRT-DON SQUIR SCHOLARSHIP AWARDS	3,000.00	.00	4,000.00	.00	1,000.00	33.33
4945	JFAC/REPATORY THEATRE	52,000.00	5,160.71	14,640.39	.00	37,359.61	71.84
4946	FLAG COMPETITIVE EXPENDITURES	2,000.00	318.98	361.37	.00	1,638.63	81.23
4950	TOWNSCAPE	45,000.00	4,032.00	4,032.00	5,889.00	35,079.00	77.95
4952	KEEP JONESBOROUGH BEAUTIFUL PROGR	3,000.00	.00	60.00	.00	2,940.00	98.00
4956	CAP-OUTLAY-DOG PARK CONSTRUCTION	19,820.00	.00	.00	.00	19,820.00	100.00
4962	CRUCKEY DEPOT MUSEUM RESERVE EXP.	3,000.00	.00	129.57	.00	2,870.43	95.68
4963	S-GILLESPIE BLDG UTILITIES&SUPPLI	16,000.00	1,865.15	3,498.89	.00	12,501.11	78.13
4964	JACKSON THEATRE UTILITIES	25,200.00	679.71	1,314.80	.00	23,885.20	94.78
4965	BOONE STREET MKT UTILITIES	6,500.00	147.84	1,135.81	.00	5,364.19	82.52
4966	CRUCKEY DEPOT OPERATING EXPENSES	7,000.00	791.70	1,939.08	.00	5,060.92	72.29
4967	JRT WAREHOUSE EXPENSES	.00	234.55	505.37	.00	505.37	100.00
4968	X-8 MAINTENANCE COSTS	125,000.00	.00	.00	.00	125,000.00	100.00
5960	FRENALTIES FOR LATE FILING	.00	35.12	35.12	.00	35.12	100.00
6317	CAP-OUTLAY-STAGE DOOR RENOVATIONS	100,000.00	1,636.89	73,730.77	22,642.24	3,626.99	3.62
6318	CAP-OUTLAY-JACKSON THEATRE RENOV.	875,000.00	215,384.15	218,149.60	.00	656,850.40	75.06
6326	CAP-OUTLAY- BALLFIELD UPOGRADES	135,500.00	.00	.00	.00	135,500.00	100.00

10/05/2023 \*016600\*  
 FUND 8-010 EXPENDITURES GENERAL FUND

TOWN OF JONESBOROUGH  
 EXPENDITURE SUMMARY  
 7/01/2023 - 9/30/2023

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MAJOR ACCTS	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
6328	CAP-OUTLAY-DEPOT ST.PARK UPGRADES	30,000.00	.00	.00	.00	30,000.00	100.00
6329	SLEMONS HORSE PAINTING	16,000.00	.00	.00	.00	16,000.00	100.00
6330	JONESBOROUGH FITNESS CENTER	49,000.00	.00	.00	39,930.00	10,930.00	22.30
6331	GILLESPIE BUILDING ROOF	41,758.00	.00	.00	53,670.00	11,912.00	28.52
6336	TREE & LANDSCAPE EXP.	2,000.00	.00	.00	2,000.00	2,000.00	100.00
	* PARKS & RECREATION *	2,176,494.00	301,027.62	467,883.43	144,246.24	1,564,364.33	71.87

10/05/2023  
FUND 8-010 EXPENDITURES GENERAL FUND

TOWN OF JONESBOROUGH  
EXPENDITURE SUMMARY  
7/01/2023 - 9/30/2023

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MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
14300	* TOURISM/VISITORS CENTER *						
4100	SALARIES AND WAGES	369,719.00	28,346.60	84,804.00	.00	284,915.00	77.66
4210	PAYROLL TAXES (FICA)	28,284.00	2,055.39	6,222.22	.00	22,061.78	78.00
4211	RETIREMENT	18,114.00	1,379.43	4,144.70	.00	13,969.30	77.11
4212	EMPLOYEE INSURANCE	39,621.00	3,818.99	14,123.90	.00	25,697.10	64.53
4214	UNEMPLOYMENT TAX (SUTA)	220.00	.00	.00	.00	220.00	100.00
4310	OFFICE SUPPLIES	2,000.00	119.90	578.33	.00	1,420.67	71.03
4311	STATIONERY/FORMS	300.00	.00	.00	.00	300.00	100.00
4312	EQUIP.LEASES & MAINT.CONTRACTS	8,000.00	1,628.63	2,977.48	.00	5,022.52	62.78
4314	SMALL EQUIP.& FURNISHINGS	12,000.00	.00	100.00	.00	11,900.00	99.16
4320	FOOD	500.00	.00	.00	.00	500.00	100.00
4324	JANITORIAL/CLEANING	5,000.00	104.66	261.65	1,343.01	3,395.34	67.90
4328	POSTAGE	2,750.00	161.24	285.72	.00	1,464.28	83.67
4330	CREDIT CARD FEE	2,500.00	.00	673.71	.00	1,826.29	73.05
4331	GIFT SHOP EXPENSE	30,000.00	5,686.99	8,547.54	7,287.03	14,165.43	47.21
4340	MISCELLANEOUS SUPPLIES	800.00	195.73	201.71	485.52	112.77	14.09
4350	SAFETY	300.00	.00	.00	.00	300.00	100.00
4355	MEDICAL	2,500.00	81.80	163.60	.00	1,336.40	89.09
4410	BUILDING MAINTENANCE	20,000.00	91.17	524.46	657.72	18,817.82	74.08
4420	EQUIPMENT REPAIRS	1,200.00	.00	.00	.00	1,200.00	100.00
4510	ELECTRIC/GAS	13,500.00	991.61	1,711.75	.00	11,788.25	87.32
4520	WATER	2,300.00	180.33	497.10	.00	1,802.90	78.38
4550	TELEPHONE/INTERNET	12,738.00	437.94	1,579.86	.00	11,158.14	87.39
4610	MARKETING/ADVERTISING	60,000.00	49.00	2,640.18	.00	57,359.82	95.59
4640	PRINTING	46,500.00	998.75	2,996.25	8,988.75	34,515.00	74.22
4710	GASOLINE/OIL	2,400.00	44.66	92.42	.00	2,307.58	96.14
4730	VEHICLE REPAIRS/MAINT.	1,500.00	24.23	593.10	.00	906.90	60.44
4740	TRAVEL/TRAINING	7,500.00	1,922.00	1,922.00	950.00	4,628.00	61.70
4910	DUES/SUBSCRIPTIONS	6,535.00	.00	199.98	.00	6,335.02	96.91
4941	SPECIAL PROGRAMS	25,000.00	478.23	809.60	.00	24,190.40	96.76
4942	MAIN ST JONESBOROUGH PROGRAM	20,000.00	323.91	374.41	.00	19,625.59	98.12
4943	MAIN STREET - SIGNS & TUNES	12,000.00	2,200.00	5,700.00	.00	6,300.00	52.50
4944	MAIN ST. - JONESBOROUGH DAYS	11,900.00	75.34	2,220.04	.00	29,679.96	93.04
4945	MUSIC ON THE SQUARE	36,000.00	6,550.00	20,820.73	.00	15,169.27	42.13
4946	SEASONAL LIGHTING	50,000.00	.00	.00	.00	50,000.00	100.00
5960	PENALTIES FOR LATE FILING	.00	59.99	59.99	.00	59.99	100.00
	* TOURISM/VISITORS CENTER *	869,881.00	57,790.52	145,837.43	19,712.03	684,331.54	78.66

10/05/2023  
 FUND 8-010 EXPENDITURES GENERAL FUND

\*060600\*  
 TOWN OF JONESBOROUGH  
 EXPENDITURE SUMMARY  
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MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	& REMAIN.
24400	*WETLANDS WATER PARK*						
4100	SALARIES AND WAGES	282,599.00	33,302.02	156,037.53	.00	126,561.47	44.78
4210	PAVROLL TAXES (FICA)	21,619.00	2,539.88	11,913.63	.00	9,705.37	44.89
4211	RETIREMENT	3,265.00	251.15	753.45	.00	2,511.55	76.92
4212	EMPLOYEE INSURANCE	2,400.00	225.23	625.23	.00	1,774.77	73.94
4214	UNEMPLOYMENT TAX (SUTA)	845.00	424.24	424.24	.00	420.76	49.79
4310	OFFICE SUPPLIES	600.00	.00	39.63	.00	760.37	95.04
4312	EQUIP. LEASES & MAINT. CONTRACTS	3,000.00	624.43	1,386.00	.00	1,614.00	53.80
4314	SMALL EQUIP. & FURNISHINGS	5,000.00	.00	21.92	.00	4,978.08	99.56
4324	JANITORIAL/CLEANING	2,000.00	.00	34.69	1,608.00	3,365.31	67.30
4326	UNIFORMS/CLOTHING	2,000.00	.00	.00	.00	2,000.00	100.00
4328	POSTAGE	200.00	19.32	46.92	.00	153.08	76.54
4330	BANK/CREDIT CARD FEES	7,500.00	.00	6,056.02	.00	1,443.98	19.91
4340	MISCELLANEOUS SUPPLIES	750.00	.00	.00	.00	750.00	100.00
4350	MEDICAL	2,000.00	.00	180.33	.00	1,819.67	90.98
4355	SAFETY	800.00	.00	.00	.00	800.00	100.00
4360	PHOTO I.D. SUPPLIES	500.00	.00	.00	.00	500.00	100.00
4410	BUILDING MAINTENANCE	10,000.00	34.33	3,698.07	.00	6,301.93	63.01
4420	EQUIPMENT REPAIRS	3,200.00	.00	.00	.00	3,200.00	100.00
4430	GRASS MAINTENANCE	6,000.00	.00	.00	.00	6,000.00	100.00
4440	POOL MAINTENANCE	10,000.00	141.55	278.00	7,634.23	2,307.77	21.07
4450	POOL PUMP REPAIR/REPLACEMENT	15,000.00	.00	.00	4,993.54	10,006.46	66.70
4510	ELECTRIC	45,000.00	7,003.44	14,782.95	.00	30,217.05	87.14
4520	WATER/SEWER	15,000.00	.00	5,219.77	.00	9,780.23	65.20
4550	TELEPHONE	5,300.00	469.54	1,399.78	.00	3,900.22	73.58
4630	STAFF TRAINING	2,000.00	225.00	225.00	.00	1,775.00	88.75
4640	PRINTING	1,000.00	.00	.00	.00	1,000.00	100.00
4650	MARKETING & STAFF RECRUITMENT	20,000.00	2,330.99	3,480.99	4,064.00	12,455.01	62.27
4740	TRAVEL/TRAINING	700.00	.00	.00	.00	700.00	100.00
4800	CHEMICALS	24,000.00	.00	10,766.70	969.89	12,263.41	51.09
4900	MERCHANDISE FOR RESALE	300.00	.00	.00	.00	300.00	100.00
4910	DUES/PERMITS/SUBSCRIPTIONS	1,000.00	.00	.00	.00	1,000.00	100.00
5110	FOOD	38,000.00	2,577.49	22,265.79	11,338.85	27,073.06	71.24
5120	PAPER/PLASTICS	7,500.00	.00	.00	1,600.00	5,900.00	78.66
5140	BEVERAGES	10,000.00	.00	122.36	.00	9,877.64	96.77
5550	PRIN.-2021 TN BOND FUND COM	32,900.00	.00	.00	.00	32,900.00	100.00
5555	INT.-2021 TN BOND FUND COM	1,799.00	899.48	899.48	.00	899.52	50.00
5960	PENALTIES FOR LATE FILING	.00	188.24	188.24	.00	188.24	100.00-
6105	CAP. OUTLAY-PUMP ROOM RENOVATIONS	120,000.00	.00	.00	.00	120,000.00	100.00
6107	CAP. OUTLAY-BUILDING RENOVATIONS	40,000.00	.00	.00	.00	40,000.00	100.00
	*WETLANDS WATER PARK*	746,977.00	51,256.13	240,796.72	9,502.81	496,677.47	66.49



MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	\$ REMAIN.
14500	* MCKINNEY CENTER *						
4100	SALARIES & WAGES	211,640.00	14,208.94	40,442.04	.00	171,197.96	80.89
4210	PAYROLL TAXES (FICA)	16,190.00	1,049.92	2,982.67	.00	13,207.33	81.57
4211	RETIREMENT	11,599.00	761.19	2,238.23	.00	9,340.75	80.53
4212	EMPLOYEE INSURANCE	24,330.00	772.57	4,409.80	.00	19,920.20	81.87
4214	UNEMPLOYMENT TAX (SUTA)	180.00	8.41	8.41	.00	171.59	95.32
4310	OFFICE SUPPLIES	1,100.00	.00	874.34	746.48	520.82-	47.34-
4311	STATIONERY/FORMS	200.00	.00	.00	.00	200.00	100.00
4312	EQUIP. LEASES & MAINT. CONTRACTS	8,500.00	2,988.04	3,059.05	.00	3,440.95	40.48
4314	SMALL EQUIP. & FURNISHINGS	5,000.00	.00	.00	.00	5,000.00	100.00
4323	FOOD	1,100.00	.00	.00	55.88-	1,155.88	105.08
4324	JANITORIAL/CLEANING	3,000.00	.00	60.01	.00	2,939.99	97.99
4328	POSTAGE	300.00	21.27	46.47	.00	253.53	84.51
4330	CREDIT CARD FEES	600.00	.00	249.36	.00	450.64	75.10
4340	MISCELLANEOUS SUPPLIES	450.00	464.87	619.32	.00	169.32-	37.62-
4350	SAFETY	125.00	15.44	15.44	.00	109.56	87.64
4355	MEDICAL	800.00	156.35	217.70	.00	582.30	72.78
4410	BUILDING MAINTENANCE	20,000.00	363.11	1,288.91	.00	18,711.09	93.55
4411	BUILDING MAINTENANCE - CAPITAL	15,500.00	.00	.00	.00	15,500.00	100.00
4420	EQUIPMENT REPAIRS	1,000.00	.00	.00	.00	1,000.00	100.00
4510	ELECTRIC/GAS	8,500.00	897.25	1,717.72	.00	6,782.28	73.79
4520	WATER	800.00	214.52	346.70	.00	453.30	56.66
4550	TELEPHONE/INTERNET	6,500.00	563.04	1,611.78	.00	4,888.22	75.20
4610	MARKETING/ADVERTISING	2,000.00	.00	624.97	.00	1,375.03	58.75
4615	WEBSITE MAINT. & PROG. UPDATES	2,400.00	43.25	135.80	.00	2,264.20	94.35
4640	PRINTING	350.00	.00	.00	.00	350.00	100.00
4740	TRAVEL/TRAINING	1,000.00	.00	50.00	.00	950.00	95.00
4910	DUES/SUBSCRIPTIONS	370.00	.00	40.00	.00	330.00	89.18
4914	SPECIAL PROGRAMS	2,000.00	.00	.00	.00	2,000.00	100.00
4915	AMERICORPS WORKER PROGRAM	8,500.00	4,202.50	4,922.50	.00	3,577.50	42.08
5005	MARY MARTIN PROG. FOR THE ARTS	50,000.00	3,877.78	7,756.32	21,214.60	21,029.08	42.05
5010	STORY TOWN RADIO SHOW	13,500.00	6,136.71	6,837.16	3,480.00	1,182.84	8.76
5020	MCKINNEY SCHOLARSHIP FUND	5,000.00	.00	.00	.00	5,000.00	100.00
5960	PENALTIES FOR LATE FILING	.00	28.26	28.26	.00	28.26-	100.00-
	* MCKINNEY CENTER *	422,834.00	36,773.42	84,502.68	25,385.20	312,646.12	73.99
	---FUND TOTAL---	12,472,875.00	1,144,667.40	2,633,681.03	487,039.19	9,341,854.78	74.89

10/05/2023 \*GL060D\*  
 FUND 0-011 EXPENDITURES DRUG FUND

TOWN OF JEWESBOROUGH  
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MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	\$ REMAIN.
12100	* DRUG FUND EXPENDITURES *						
4204	TRAVEL/TRAINING	3,000.00	.00	2,000.00	.00	1,000.00	33.33
4208	K-9 EXPENSE	3,000.00	.00	.00	.00	3,000.00	100.00
4209	K-9 LIABILITY INSURANCE	2,025.00	.00	.00	.00	2,025.00	100.00
4215	UNDER COVER CASH	1,000.00	.00	.00	.00	1,000.00	100.00
4217	MISC. EXPENDITURES	475.00	.00	.00	.00	475.00	100.00
	* DRUG FUND EXPENDITURES *	9,500.00	.00	2,000.00	.00	7,500.00	78.34
	---	9,500.00	.00	2,000.00	.00	7,500.00	78.34

---FUND TOTAL---

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
13200	* SOLID WASTE EXPENDITURES *						
4100	SALARIES & WAGES	276,574.00	16,556.18	56,398.88	.00	210,175.12	79.60
4210	PAYROLL TAXES (PTCA)	21,158.01	1,175.01	4,019.13	.00	17,138.87	81.00
4211	RETIREMENT	16,423.00	995.77	3,184.85	.00	13,238.15	80.60
4212	EMPLOYEE INSURANCE	68,021.00	4,716.10	18,673.58	.00	49,347.42	72.54
4214	UNEMPLOYMENT TAX (UTA)	200.00	8.21	8.21	.00	191.79	95.89
4310	OFFICE SUPPLIES	550.00	.00	.00	.00	550.00	100.00
4312	EQUIP.LEASES & MAINT.CONTRACTS	1,705.00	324.19	432.60	.00	1,272.40	74.62
4314	SMALL EQUIP.& FURNISHINGS	825.00	.00	.00	.00	825.00	100.00
4326	UNIFORMS/CLOTHING	5,250.00	132.73	587.41	.00	4,662.59	88.81
4330	BANK/CREDIT CARD FEES	330.00	.00	.00	.00	330.00	100.00
4340	MISCELLANEOUS SUPPLIES	4,800.00	1,948.90	1,948.90	.00	2,851.10	59.39
4350	SAFETY	550.00	.00	.00	.00	550.00	100.00
4355	MEDICAL	2,200.00	102.75	205.50	.00	1,994.50	90.65
4410	BUILDING MAINTENANCE	1,800.00	.00	.00	.00	1,800.00	100.00
4510	ELECTRIC	7,500.00	.00	.00	.00	7,500.00	100.00
4550	TELEPHONE/RADIO	5,500.00	444.21	1,255.28	.00	4,243.72	77.15
4650	RECYCLING PROG.-MARKETING&SUPPLIE	550.00	.00	.00	.00	550.00	100.00
4710	GASOLINE/OIL - VEHICLES & EQUIP.	75,000.00	6,479.38	12,083.82	.00	62,916.18	83.89
4720	TIRES	10,800.00	4,572.32	4,572.32	5,550.67	677.01	6.26
4730	VEHICLE REPAIRS/MAINT.	66,000.00	1,704.63	4,693.73	3,440.25	57,866.02	87.67
4735	GPS - TELEMATICS	2,860.00	393.84	420.66	.00	2,439.34	85.31
4740	TRAVEL	550.00	.00	.00	.00	550.00	100.00
4813	PROPERTY/LIABILITY INSURANCE	6,750.00	.00	.00	.00	6,750.00	100.00
4814	WORKERS' COMP	10,300.00	.00	.00	.00	10,300.00	100.00
4910	DUES/MEMBERSHIPS	330.00	.00	.00	.00	330.00	100.00
4920	WASTE DISPOSAL FEES	120,000.00	10,084.63	23,995.99	.00	96,004.01	80.00
4925	TIRE DISPOSAL FEES	1,100.00	.00	817.00	.00	283.00	25.72
4930	TOTE CART/DUMPSTER PURCHASE	20,625.00	.00	.00	7,333.00	13,292.00	64.44
4940	ANNUAL PERMIT FEES	2,233.00	.00	.00	.00	2,233.00	100.00
5220	PRIN.-2020 GARBAGE TRUCK LEASE	43,807.00	3,622.84	10,844.98	.00	32,962.02	75.24
5225	INT.-2020 GARBAGE TRUCK LEASE	5,497.00	485.74	1,480.76	.00	4,016.24	73.66
5960	PENALTIES FOR LATE FILING	60,000.00	45.44	45.44	.00	45.44	100.00
5200	CAP.OUTLAY-GARBAGE TRUCK RESERVE	839,788.00	58,532.87	160,667.44	16,333.92	662,796.64	78.92
	* SOLID WASTE EXPENDITURES *						
	***FUND TOTAL***	839,788.00	58,532.87	160,667.44	16,333.92	662,796.64	78.92

10/05/2023 \*GL0600\*  
 FUND #-016 \*\*HEALTH REIMBURSEMENT EXPENSES\*\*

TOWN OF JONESBOROUGH  
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MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
16000	**HEALTH REIMBURSEMENT EXPENSES**						
4210	DEDUCTIBLE PAYMENT - GENERAL FUND	.00	.00	12,400.50	.00	12,400.50	100.00-
4215	DEDUCTIBLE PAYMENT - SW FUND	.00	.00	17,209.27	.00	17,209.27	100.00-
4220	DEDUCTIBLE PAYMENT - WAT/SEWER FUND	.00	.00	4,015.08	.00	4,015.08	100.00-
	**HEALTH REIMBURSEMENT EXPENSES**	.00	.00	33,624.85	.00	33,624.85	100.00-
	---FUND TOTAL---	.00	.00	33,624.85	.00	33,624.85	100.00-

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
25100	* WATER ADMINISTRATION *						
4100	SALARIES & WAGES	557,294.00	42,467.32	123,949.24	.00	433,344.76	77.75
4210	PAYROLL TAXES (PTCA)	49,633.00	3,045.78	8,815.16	.00	33,817.84	79.32
4211	RETIREMENT	31,649.00	1,884.88	6,208.78	.00	25,440.22	80.38
4212	EMPLOYEE INSURANCE	108,332.00	6,231.83	27,228.26	.00	81,103.74	74.86
4214	EMPLOYMENT TAX (SUTA)	278.00	13.75	33.75	.00	261.25	95.00
4310	OFFICE/COMPUTER SUPPLIES	5,500.00	1,350.40	2,456.83	.00	3,043.17	55.33
4311	STATIONERY/FORMS	8,500.00	.00	497.71	.00	8,002.29	94.14
4312	EQUIP. LEASES & MAINT. CONTRACTS	32,250.00	2,996.05	9,069.54	.00	23,180.46	71.87
4314	SMALL EQUIP. & FURNISHINGS	2,000.00	3,121.00	3,121.00	.00	1,121.00	56.05
4323	FOOD	10,000.00	.00	.00	.00	10,000.00	100.00
4324	JANITORIAL/CLEANING	200.00	.00	.00	.00	200.00	100.00
4326	UNIFORMS	400.00	264.21	298.15	149.35	48.10	12.02
4328	POSTAGE	48,300.00	4,523.22	13,558.62	.00	34,741.38	71.92
4330	BANK/CREDIT CARD FEES	10,000.00	306.70	14,136.57	.00	4,136.57	41.36
4340	MISCELLANEOUS SUPPLIES	2,000.00	334.52	1,596.09	289.44	114.47	5.72
4355	MEDICAL	2,700.00	184.05	368.10	.00	2,331.90	86.36
4410	BUILDING MAINTENANCE	4,000.00	43.33	43.33	.00	3,956.67	38.91
4420	EQUIPMENT MAINT. & REPAIRS	500.00	.00	.00	.00	500.00	100.00
4510	ELECTRIC	9,500.00	915.27	1,855.58	.00	7,644.42	80.46
4520	WATER	4,000.00	67.97	133.43	.00	3,866.57	96.66
4550	TELEPHONE	5,000.00	489.92	181.22	.00	5,818.78	96.97
4651	AUDIT/ACCOUNTING	25,400.00	.00	.00	.00	25,400.00	100.00
4652	LEGAL FEES/LEGAL ADRS	45,000.00	324.76	1,164.65	.00	43,835.35	97.41
4653	AUDIT & ACCOUNTING (BATE STUDY)	5,000.00	.00	.00	.00	5,000.00	100.00
4654	ENGINEERING FEES	20,000.00	1,500.00	1,500.00	.00	18,500.00	92.50
4656	COMPUTER CONSULTANTS/UPGRADES	71,595.00	6,069.00	13,649.00	.00	57,946.00	80.93
4659	USDA WILDLIFE MANAGEMENT	3,000.00	.00	.00	.00	3,000.00	100.00
4660	CUSTOMER INFORMATION	3,500.00	.00	.00	.00	3,500.00	100.00
4740	TRAVEL/TRAINING	3,000.00	.00	.00	.00	3,000.00	100.00
4813	PROPERTY/LIABILITY INSURANCE	99,200.00	70,168.50	67,918.50	.00	31,281.50	31.53
4814	WORKERS' COMP	44,640.00	.00	.00	.00	44,640.00	100.00
4842	IN LIEU OF PROPERTY TAX	260,000.00	.00	.00	.00	260,000.00	100.00
4910	DUES/SUBSCRIPTIONS	750.00	.00	242.99	.00	507.01	67.60
4924	NE TN REGIONAL ECONOMIC PARTNERSHIP	8,000.00	.00	.00	.00	8,000.00	100.00
4950	STATE ANNUAL CONNECTIONS FEE	17,533.00	18,889.00	18,889.00	.00	1,356.00	7.73
5440	AVIATION EXPENSE	.00	.00	1,937.80	.00	1,937.80	100.00
5450	DEPRECIATION WATER & SEWER	1,600,000.00	.00	.00	.00	1,333,332.00	83.33
5496	INT.-2021 REFUNDING BNDG(2.59M)	70,850.00	.00	266,668.00	.00	70,850.00	100.00
5497	INT.-2021 REFUNDING BNDG(4.05M)	65,598.00	.00	.00	.00	65,598.00	100.00
5500	REFUNDING BONDS NOW PAID FEES	3,350.00	.00	.00	.00	3,350.00	100.00
5510	INTEREST - 2022 4.75M CUR	80,000.00	.00	12,152.08	.00	67,847.92	84.80
5511	INT.-2013 CAP. OUTLAY NOTE (\$460K)	2,429.00	230.42	717.27	.00	1,711.73	70.47
5512	2022A CUR 1.25M	59,943.00	.00	34,973.95	.00	24,969.05	41.65
5513	INTEREST-2012A RD BONDS(1.15M)	23,424.00	1,966.28	5,910.95	.00	17,513.05	74.76
5514	INTEREST-2013 RD BONDS (2.21M)	46,129.00	3,876.60	11,635.12	.00	34,493.88	74.77
5940	FURNISHINGS FOR LATE FILING	.00	108.03	108.03	.00	108.03	100.00
6110	WATER TANK MAINTENANCE	33,235.00	.00	.00	.00	33,235.00	100.00

10/05/2023 \*GL0600\*  
 FUND #-040 EXPENDITURES WATER & SEWER FUND

TOWN OF JONESTOWN  
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MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
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* WATER ADMINISTRATION *		3,475,659.00	170,367.21	647,123.10	439.39	2,828,096.51	81.36

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
15200	* METER DEPARTMENT *						
4100	SALARIES & WAGES	408,820.00	30,352.54	93,098.09	.00	315,721.91	77.22
4210	PAYROLL TAXES (FICA)	31,275.00	2,188.84	6,700.24	.00	24,574.76	78.37
4211	RETIREMENT	24,273.00	1,821.15	5,217.58	.00	19,055.42	78.50
4212	EMPLOYEE INSURANCE	80,637.00	2,971.25	18,489.34	.00	62,147.66	77.07
4214	UNEMPLOYMENT TAX (SUTA)	335.00	26.92	26.92	.00	308.08	91.96
4310	OFFICE SUPPLIES	5,000.00	232.68	760.62	809.97	3,429.41	68.58
4312	EQUIPMENT LEASES & MAINT.CONTRACT	8,000.00	525.16	977.40	.00	7,022.60	87.78
4314	SMALL EQUIPMENT	10,000.00	118.70	118.70	.00	9,881.30	98.61
4326	UNIFORMS/CLOTHING	5,000.00	474.87	874.24	.00	4,125.76	82.51
4340	MISCELLANEOUS SUPPLIES	5,400.00	3.29	48.24	.00	5,351.76	99.10
4350	SAFETY	2,500.00	.00	.00	.00	2,500.00	100.00
4355	MEDICAL	4,000.00	137.25	299.50	.00	3,700.50	92.51
4550	TELEPHONE	3,500.00	505.64	752.13	.00	4,747.87	86.32
4650	CROSS-CONNECTION	3,000.00	.00	.00	.00	3,000.00	100.00
4710	GASOLINE/OIL	22,400.00	2,266.36	4,018.23	.00	18,381.77	82.06
4720	TIRES	3,500.00	.00	.00	1,256.20	2,243.80	64.10
4730	VEHICLE REPAIRS/MAINT.	10,000.00	2,008.91	3,545.05	.00	7,454.95	74.54
4735	GPS - TELEMATICS	1,600.00	169.61	355.41	.00	1,244.59	77.76
4740	TRAVEL AND TRAINING	5,000.00	.00	.00	.00	5,000.00	100.00
5010	VEHICLE PURCHASE(S)	58,000.00	.00	.00	.00	58,000.00	100.00
5960	PENALTIES FOR LATE FILING	.00	56.79	56.79	.00	56.79	100.00
6325	WATER PURCHASE	50,000.00	.00	.00	.00	50,000.00	100.00
	* METER DEPARTMENT *	744,240.00	43,079.66	134,358.48	2,065.17	607,815.35	81.66

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN
25300	* WATER DISTRIBUTION *						
4150	SALARIES & WAGES	607,471.00	44,038.43	333,615.04	.00	473,855.96	78.00
4210	PAYROLL TAXES (FICA)	46,472.00	3,259.21	9,813.41	.00	36,658.59	78.08
4211	RETIREMENT	34,804.00	2,602.69	7,813.82	.00	26,990.18	77.54
4222	EMPLOYEE INSURANCE	89,011.00	3,531.28	18,524.86	.00	70,486.14	79.18
4214	UNEMPLOYMENT TAX (UTA)	475.00	13.66	13.66	.00	461.34	97.12
4310	OFFICE SUPPLIES	3,000.00	389.59	413.59	.00	2,586.41	86.28
4312	EQUIP. LEASES & MAINT. CONTRACTS	6,000.00	1,056.02	2,209.21	.00	3,790.79	63.17
4314	SMALL EQUIP. & FURNISHINGS	10,000.00	3,804.67	3,804.67	416.10	5,779.23	57.79
4316	CONTRACTED LAB	1,000.00	.00	.00	.00	1,000.00	100.00
4326	UNIFORMS/CLOTHING	9,000.00	337.96	1,039.57	.00	7,960.43	88.44
4340	MISCELLANEOUS SUPPLIES	20,000.00	921.59	1,474.16	.00	18,525.84	92.62
4341	BOOK PURCHASE	18,000.00	792.93	792.93	17,207.07	.00	.00
4350	SAFETY	13,000.00	302.12	302.12	.00	12,697.88	97.67
4355	MEDICAL	6,500.00	421.75	945.50	.00	5,554.50	85.45
4420	EQUIPMENT REPAIRS	7,000.00	.00	.00	.00	7,000.00	100.00
4430	UTILITY LINES MAINTENANCE	150,000.00	.00	.00	62,941.70	87,058.30	58.05
4550	TELEPHONE	10,400.00	733.14	1,622.00	.00	8,777.99	84.40
4555	GIS MAPPING SERVICES	39,500.00	.00	.00	.00	39,500.00	100.00
4710	GASOLINE/OIL	60,000.00	6,050.31	11,203.10	.00	48,796.90	81.32
4720	TIRES	13,000.00	3,606.78	3,606.78	5,341.72	4,651.50	31.16
4730	VEHICLE REPAIRS/MAINT.	55,000.00	2,279.55	8,064.06	2,464.81	44,531.13	80.96
4735	GPS - TELEMATICS	3,950.00	363.45	726.90	.00	3,223.10	81.59
4740	TRAVEL/TRAINING	10,000.00	.00	.00	.00	10,000.00	100.00
4823	EQUIPMENT RENT	2,000.00	.00	.00	.00	2,000.00	100.00
4910	DOES/MEMBERSHIPS	6,500.00	.00	.00	.00	6,500.00	100.00
5009	2 - NEW TRAILERS	10,000.00	.00	.00	.00	10,000.00	100.00
5011	2 - NEW FORD F-450 SERVICE TRUCKS	80,000.00	.00	.00	.00	80,000.00	100.00
5012	USED FORD F-350 (COUNTY TRUCK)	30,000.00	.00	20,000.00	.00	10,000.00	33.33
5960	PENALTIES FOR LATE FILING	.00	103.56	103.56	.00	103.56	100.00
6305	WATER LOSS REDUCTION EXPENSES	10,000.00	.00	.00	.00	10,000.00	100.00
6309	METERS PURCHASED	180,000.00	.00	.00	39,900.00	140,100.00	77.83
6310	DIRECT BORING MACHINE ACCES.	8,500.00	1,076.03	1,076.03	.00	7,423.97	87.34
6317	WATER LINE UPGRADES	100,000.00	.00	.00	.00	100,000.00	100.00
6320	FIKE HYDRANT REPLACEMENT PROGRAM	35,000.00	.00	.00	.00	35,000.00	100.00
6350	WATER BOOSTER STATIONS ENGINEERIN	28,000.00	.00	.00	.00	28,000.00	100.00
6355	EDA - WASHINGTON COUNTY INDUSTRIAL	35,235.00	.00	.00	.00	35,235.00	100.00
	* WATER DISTRIBUTION *	1,738,818.00	76,384.72	227,164.97	128,181.40	1,383,471.63	79.56



MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
25400	* GARAGE *						
4100	SALARIES & WAGES	167,452.00	15,539.87	46,015.62	.00	121,436.38	72.52
4210	PAYROLL TAXES (FICA)	12,810.00	1,075.45	3,180.16	.00	9,629.85	75.17
4211	RETIREMENT	9,951.00	932.39	2,760.92	.00	7,190.08	72.25
4212	EMPLOYEES INSURANCE	39,065.00	3,756.99	14,892.04	.00	24,172.96	61.87
4214	UNEMPLOYMENT TAX (UTA)	155.00	.00	.00	.00	155.00	100.00
4310	OFFICE SUPPLIES	300.00	.00	.00	.00	300.00	100.00
4312	EQUIP.LEASES & MAINT.CONTRACTS	3,000.00	520.42	1,266.30	.00	1,733.70	57.85
4313	TOOLS	12,810.00	6,287.82	6,556.33	2,199.00	4,054.67	31.65
4314	SMALL EQUIP. & FURNISHINGS	9,217.00	433.70	433.70	.00	8,783.30	95.29
4315	WELDING SUPPLIES	500.00	.00	.00	.00	500.00	100.00
4324	JANITORIAL/CLEANING	2,500.00	.00	.00	.00	2,500.00	100.00
4326	UNIFORM/CLOTHING	2,100.00	85.64	337.45	.00	1,762.55	83.93
4340	MISCELLANEOUS SUPPLIES	1,000.00	.00	.00	.00	1,000.00	100.00
4350	SAFETY	1,000.00	63.85	195.24	.00	804.76	80.47
4355	MEDICAL	1,000.00	40.90	158.97	.00	841.03	84.10
4410	BUILDING MAINTENANCE	2,000.00	.00	2,316.69	.00	216.69	10.83
4415	WAGE BAY MAINTENANCE & SUPPLIES	2,200.00	.00	.00	999.00	1,201.00	54.59
4420	EQUIPMENT REPAIRS	1,000.00	160.00	160.00	.00	840.00	84.00
4510	ELECTRIC	12,000.00	396.88	1,192.24	.00	10,807.76	90.06
4520	WATER	1,000.00	.00	105.73	.00	894.27	89.42
4550	TELEPHONE	2,250.00	216.78	559.63	.00	1,690.37	75.12
4630	TRAVEL/TRAINING	1,000.00	.00	.00	.00	1,000.00	100.00
4710	GASOLINE/OIL	2,850.00	71.66	178.74	.00	2,671.26	93.61
4720	TIRES	3,000.00	.00	.00	.00	3,000.00	100.00
4730	VEHICLE REPAIRS/MAINT.	2,560.00	374.25	374.25	.00	2,185.75	85.38
4735	GPS - TELEMATICS	300.00	24.23	48.46	.00	251.54	83.84
5960	FINES/FEES FOR LATE FILING	.00	30.92	30.92	.00	30.92	100.00
	* GARAGE *	290,970.00	30,011.55	80,661.38	3,198.00	207,310.62	71.17

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
15500	* WASTEWATER PLANT/CONSTRUCTION *						
4100	SALARIES & WAGES	636,567.00	47,153.28	240,733.40	.00	495,835.60	77.89
4210	PATROLL TAXES (PTCA)	48,697.00	3,349.33	9,993.39	.00	38,703.61	79.47
4211	RETIREMENT	37,795.00	2,829.19	8,443.87	.00	29,351.13	77.65
4212	EMPLOYER INSURANCE	115,424.00	9,001.20	34,801.94	.00	80,622.06	69.84
4214	UNEMPLOYMENT TAX (SUTA)	435.00	.00	.00	.00	435.00	100.00
4310	OFFICE SUPPLIES	8,900.00	6,215.12	6,226.12	.00	2,673.88	30.04
4312	EQUIP.LEASES & MAINT.CONTRACTS	6,500.00	1,218.22	2,803.02	.00	3,696.98	56.78
4314	CONTRACTED LAB	16,500.00	4,658.60	6,876.00	11,774.80	2,150.80	13.03
4315	IN-HOUSE LAB EXPENSE	20,000.00	3,931.33	4,766.21	10,082.82	5,151.27	25.75
4316	CHEMICALS-CHLORINE	60,000.00	3,872.75	20,206.70	37,215.25	2,578.05	4.29
4320	PRETREATMENT	5,000.00	.00	.00	.00	5,000.00	100.00
4324	UNITIFORMS/CLEANING	1,500.00	.00	.00	.00	1,500.00	100.00
4326	UNIFORMS/CLOTHING	11,000.00	633.94	1,331.88	.00	9,668.12	87.89
4328	POSTAGE	180.00	23.52	59.52	.00	90.48	50.32
4340	MISCELLANEOUS SUPPLIES	5,500.00	260.02	412.17	.00	5,087.83	92.50
4345	STONE AND ASPHALT	20,000.00	.00	.00	20,000.00	.00	.00
4350	SAFETY	6,000.00	411.44	631.44	.00	5,368.56	89.47
4355	MEDICAL	4,500.00	286.30	1,706.60	.00	2,793.40	62.07
4410	BUILDING MAINT-PLANT	3,000.00	177.03	227.03	.00	2,772.97	92.43
4411	BUILDING MAINT-COMPOST	.00	.00	150.00	.00	150.00	100.00
4420	EQUIPMENT REPAIRS-PLANT	30,000.00	29,196.16	29,443.38	3,250.00	2,693.38	8.97
4422	EQUIPMENT REPAIRS-GENERATOR	10,000.00	4,053.50	4,053.50	5,946.50	.00	.00
4431	SEWER REHABILITATION	30,000.00	.00	.00	.00	30,000.00	100.00
4432	SEWER LINES MAINT/UPGRADES	30,000.00	3,439.90	5,941.60	23,611.36	447.04	1.49
4433	LIFT STATIONS MAINTENANCE	40,000.00	3,806.27	5,718.08	52,089.69	17,807.77	46.51
4435	SLUDGES DISPOSAL FEE	25,000.00	553.15	3,421.58	.00	21,578.42	86.31
4444	ELECTRICAL MAINTENANCE SERVICE	2,500.00	.00	.00	1,995.90	504.10	20.16
4510	ELECTRIC-PLANT	145,000.00	14,904.03	27,497.28	.00	117,502.72	81.03
4512	ELECTRIC-LIFT STATIONS	33,500.00	5,130.95	10,237.18	.00	23,262.82	69.44
4513	ELECTRIC - ADMIN.BLDG	5,000.00	248.71	465.26	.00	4,534.74	90.89
4550	TELEPHONE/INTERNET	22,000.00	2,055.03	5,267.49	.00	16,732.51	74.89
4655	GIS MAPPING SERVICES	15,000.00	.00	.00	.00	15,000.00	100.00
4710	GASOLINE/OIL	30,000.00	4,288.62	8,155.36	.00	21,844.64	72.81
4720	TIRES	5,000.00	87.49	571.49	.00	4,428.51	88.57
4730	VEHICLE REPAIRS/MAINT.	25,000.00	1,316.25	4,100.69	923.47	19,975.84	79.90
4735	GPS - TELEMATICS	2,700.00	290.76	581.52	.00	2,118.48	78.46
4740	TRAVEL/TRAINING	5,000.00	.00	100.00	.00	4,900.00	98.00
4823	EQUIPMENT RENT	15,000.00	8,147.00	8,147.00	200.00	7,053.00	47.02
4910	FEES/SUBSCRIPTIONS	18,000.00	.00	5,760.00	.00	12,240.00	68.00
4930	ANNUAL PERMIT FEES	8,000.00	.00	.00	.00	8,000.00	100.00
5013	BOONE STREET - CLIFF	125,000.00	.00	.00	12,000.00	113,000.00	90.40
5014	DEPOT STREET - CLIFF	125,000.00	.00	.00	12,000.00	113,000.00	90.40
5015	USED SERVICES TRUCK	20,000.00	.00	.00	.00	20,000.00	100.00
5016	EQUIPMENT TRAILER	10,000.00	.00	.00	.00	10,000.00	100.00
5017	VEHICLE PURCHASE(S)	110,000.00	.00	.00	.00	110,000.00	100.00
5018	SEWER PUMP A STATION	65,200.00	.00	.00	.00	65,200.00	100.00
5019	EDA - WASH COUNTY PROJECT	159,800.00	.00	.00	.00	159,800.00	100.00

10/05/2023 \*GL0600\*  
 FUND 8-540 EXPENDITURES WATER & SEWER FUND

TOWN OF JONESBOROUGH  
 EXPENDITURE SUMMARY  
 7/01/2023 - 9/30/2023

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 - DEPARTMENT -

MAJOR ACCT	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED SALANCE	REMAIN.
5020	BOONES CREEK LIFT STATION	50,000.00	.00	.00	.00	50,000.00	100.00
5960	PENALTIES FOR LATE FILING	.00	105.08	105.08	.00	105.08	100.00
	* WASTEWATER PLANT/CONSTRUCTION *	3,169,169.00	161,063.97	379,239.78	190,689.49	2,599,238.73	73.72

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
15600	* WATER TREATMENT PLANT *						
4100	SALARIES & WAGES	411,081.00	31,759.04	34,655.78	.00	316,435.22	76.97
4210	PAYROLL TAXES (FICA)	31,448.00	2,304.10	6,864.75	.00	24,583.25	78.17
4211	RETIREMENT	24,408.00	1,905.94	5,679.34	.00	18,728.66	76.73
4212	EMPLOYEE INSURANCE	63,368.00	5,280.67	20,748.57	.00	42,619.43	67.25
4214	UNEMPLOYMENT TAX (SUTA)	330.00	.00	.00	.00	330.00	100.00
4310	OFFICE SUPPLIES	2,000.00	.00	53.89	.00	946.11	94.61
4312	EQUIP. LEASES & MAINT. CONTRACTS	5,500.00	519.14	1,228.01	.00	4,271.99	77.67
4314	SMALL, EQUIP. & FURNISHINGS	25,000.00	1,248.17	1,248.17	4,200.00	19,551.83	78.20
4315	IN-HOUSE LAB EXPENSE	25,000.00	1,824.57	3,223.28	13,175.43	8,601.29	34.40
4322	CONTRACT LAB/TESTING	15,000.00	750.10	1,288.10	8,126.60	5,895.30	37.23
4322	CHEMICALS	250,000.00	16,286.00	39,945.95	79,575.25	139,478.80	52.19
4323	INTAKE ACCESS ROAD MAINTENANCE	7,500.00	.00	.00	.00	7,500.00	100.00
4324	JANITORIAL/CLEANING	2,250.00	.00	.00	.00	2,250.00	100.00
4326	UNIFORMS/CLOTHING	5,750.00	1,104.21	1,442.81	239.89	4,067.30	70.73
4328	POSTAGE	700.00	.00	.00	.00	700.00	100.00
4340	MISCELLANEOUS SUPPLIES	4,500.00	14.25	52.77	.00	4,447.23	98.82
4350	SAFETY	3,000.00	299.26	299.26	.00	2,700.74	90.02
4355	MEDICAL	2,250.00	299.05	945.35	.00	2,309.65	71.06
4410	BUILDING REPAIRS AND MAINTENANCE	60,000.00	.00	.00	2,000.00	58,000.00	96.66
4420	PLANT MAINT. & REPAIRS	120,000.00	21,662.96	21,776.46	745.00	97,478.54	81.23
4425	EQUIPMENT REPAIRS/RENTALS	70,000.00	14,193.86	15,164.84	13,580.00	41,255.16	58.93
4510	ELECTRIC	600,000.00	46,371.51	91,543.10	.00	508,456.90	84.74
4520	WATER/GARBAGE PICKUP	2,000.00	172.50	335.00	.00	1,665.00	83.25
4550	TELEPHONE	12,000.00	1,079.78	2,565.10	.00	9,034.90	75.29
4710	GASOLINE/OIL	8,000.00	1,047.94	1,668.44	.00	6,331.56	79.14
4720	TIRES	2,500.00	.00	371.55	.00	2,128.45	85.13
4730	VEHICLE REPAIRS/MAINT.	12,500.00	651.32	2,899.36	1,415.23	8,195.41	65.48
4735	GPS - TELEMATICS	1,500.00	48.46	113.11	.00	1,386.89	92.45
4740	TRAVEL/TRAINING	7,000.00	.00	.00	.00	7,000.00	100.00
4910	BOOKS/SUBSCRIPTIONS	750.00	.00	.00	.00	750.00	100.00
5021	DEM EDMARK LANDOWNER	10,000.00	.00	.00	.00	10,000.00	100.00
5022	WTP PLANT ENGINEERING	251,450.00	39,200.00	91,200.00	.00	160,250.00	63.73
5023	PLANT TRANSMISSION LINES	96,000.00	3,952.00	8,992.00	.00	87,008.00	90.63
5024	WOODLAND FUND HOUSE REEROOF	9,000.00	.00	.00	.00	9,000.00	100.00
5960	PERSONNEL FOR LABS FILING	.00	69.50	69.50	.00	.00	100.00
	* WATER TREATMENT PLANT *	2,142,785.00	192,033.93	434,769.49	123,057.60	1,604,958.11	74.90

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN
15700	* WATER LINE PROJ.- WASH. COUNTY *						
4100	SALARIES & WAGES	.00	12,410.73	47,574.43	.00	47,574.43	100.00
4210	DAYROLL TAXES (PTCA)	.00	821.35	3,245.89	.00	3,245.89	100.00
4311	FERTILIZER	.00	744.64	2,668.86	.00	2,668.86	100.00
4312	EMPLOYEE INSURANCE	.00	1,051.60	13,486.25	.00	13,486.25	100.00
4314	UNEMPLOYMENT TAXES (SUTA)	.00	2.05	2.05	.00	2.05	100.00
4316	UNIFORMS	.00	65.13	288.85	.00	288.85	100.00
4355	MEDICAL	.00	115.00	155.00	.00	155.00	100.00
4730	VEHICLE REPAIRS/MAINTENANCE	.00	927.61	1,955.77	481.75	2,377.52	100.00
5860	PENALTIES FOR LATE FILING	.00	42.99	42.99	.00	42.99	100.00
6009	SAYLOR HILL ROAD - CNTY WATER LIN	.00	7,312.44	223,974.00	.00	223,974.00	100.00
6010	DRY CREEK RD. - CNTY WATER LINES 8	.00	85.39	446,795.13	.00	446,795.13	100.00
6011	TAYLOR BRIDGE ROAD - CNTY WTR LIN	.00	280,132.74	709,621.59	.00	709,621.59	100.00
6013	JACKSON BRIDGE	.00	49,961.60	174,291.34	.00	174,291.34	100.00
6014	ROCKHOUSE ROAD	.00	.00	.00	57,835.16	57,835.16	100.00
	* WATER LINE PROJ.- WASH. COUNTY *		323,673.27	1,624,102.15	58,256.21	1,682,359.06	100.00
	---	10,561,640.00	1,026,614.31	3,507,419.35	505,888.76	6,548,331.89	62.00

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
50000	**K-8 CAP.PROJ.FUND EXPENDITURES**						
4625	K-8 SCHOOL CONSTRUCTION	.00	1,566,348.19	1,566,348.19	.00	1,566,348.19	100.00-
4430	LANDSCAPING	.00	1,955.00-	1,955.00-	.00	1,955.00	100.00-
4440	EQUIPMENT-KITCHEN	.00	.00	396,223.98	.00	396,223.98-	100.00-
5170	INTEREST-INTERIM LOAN-PHASE II	.00	.00	482,346.26	.00	482,346.26-	100.00-
	**K-8 CAP.PROJ.FUND EXPENDITURES**	.00	1,564,393.19	2,442,963.43	.00	2,442,963.43-	100.00-

10/05/2023 \*GL0600\*  
 FUND 8-050 \*\*X-8 CAP PROJ FUND EXPENDITURES\*\*

TOWN OF JONSBORO  
 EXPENDITURE SUMMARY  
 7/01/2023 - 9/30/2023

PAGE 3  
 TIME 13:48  
 - DEPARTMENT -

MAJOR ACCTS	DESCRIPTION	BUDGET AMOUNT	CURRENT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAIN.
55000	*Ag. Learning Center Expenditures*	.00	1,955.00	1,955.00	.00	1,955.00-	100.00-
4430	LANDSCAPING	.00	1,955.00	1,955.00	.00	1,955.00-	100.00-
	*Ag. Learning Center Expenditures*	.00	1,955.00	1,955.00	.00	1,955.00-	100.00-
	--- <td></td> <td>1,566,348.19</td> <td>2,444,918.43</td> <td>.00</td> <td>2,444,918.43-</td> <td>100.00-</td>		1,566,348.19	2,444,918.43	.00	2,444,918.43-	100.00-

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 1

SUBJECT: Financial Report – *Special Accounts*

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1. Current Year Property Taxes
2. Property Taxes Receivable Update
3. Local Sales Tax Collections
4. General Fund and Solid Waste Fund Savings Account Activity
5. Jackson Theatre Project – RD Cost Overrun Loan
6. Stage Door Project Analysis
7. General Fund – Fund Balance Reserve Accounts
8. Health Reimbursement Account 2022-23
9. K-8 School Construction Project
10. Water/Sewer Savings Account
11. Water Fund Capital Projects
12. County Water Lines
13. JRT – Schedule of Play Revenues & Expenses
14. JRT – 2023-24 Players Education Program
15. Wetlands Revenues and Expenditures – 2023 Season
16. Jonesborough Locally Grown Activity



**Town of Jonesborough**  
**2023-24 Current Property Tax**  
**As of September 30, 2023**

**Property Appraised and Assessed Values:**

Real and Personal Property Value	658,721,526
Taxable Assessed Value	186,321,245

**Billings:**

Real and Personal	2,701,691
Public Utilities	<u>-</u>

<b>Total Billings</b>	<b>2,701,691</b>
-----------------------	------------------

**Adjustments:**

Real and Personal Reductions	(165)
Real and Personal Pick-ups	<u>42</u>

<b>Adjusted Tax Billing</b>	<b>2,701,568</b>
-----------------------------	------------------

**Payments:**

Real and Personal	7.99%	<u>(215,867)</u>
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<b>Property Tax Outstanding</b>	<b>92.01%</b>	<b><u>2,485,701</u></b>
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**Reconciliation to Open Tax Listing:**

Real and Personal	2,485,701
Public Utilities	<u>-</u>
Total Open Tax List	<b><u>2,485,701</u></b>

Difference	<u><u>-</u></u>
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**Town of Jonesborough**  
**Property Taxes Receivable**  
**As of September 30, 2023**

Tax Year	Amount Billed	6/30/2023 Balance	Collected	Adjustments	9/30/2023 Balance	% Collected
2013	\$ 1,683,183	\$ 1,127	\$ -		\$ 1,127	99.93%
2014	1,698,685	1,968	-		1,968	99.88%
2015	1,714,059	650	-		650	99.96%
2016	1,734,978	763	-		763	99.96%
2017	1,764,377	1,009	-		1,009	99.94%
2018	1,797,636	1,550	-		1,550	99.91%
2019	1,914,327	2,765	-		2,765	99.86%
2020	1,961,968	1,632	-		1,632	99.92%
2021	2,028,891	14,209	6,501	345	8,053	99.60%
2022	2,116,289	83,214	23,731	(137)	59,346	97.20%
<b>Totals</b>		<b>\$ 108,887</b>	<b>\$ 30,232</b>	<b>\$ 208</b>	<b>\$ 78,863</b>	

2023 Taxes Billed in Oct., 2023	Real & Personal	2,701,691	
2023 Taxes Billed in Oct., 2023	Public Utilities	-	Future Billing
Collected Through 9/30/23		(215,867)	<b>7.99%</b>
Total Adjustments:			
Reductions		(165)	
Pick-ups		42	
Balance 2023 Property Taxes		<u>2,485,701</u>	
Total Outstanding Property Taxes		<u>2,564,564</u>	

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

Retail Sales Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Current Month % Growth
July	\$ 146,012.69	\$ 149,814.99	\$ 146,797.86	\$ 154,758.39	\$ 181,234.32	\$ 221,930.41	\$ 226,386.30	\$ 236,685.00	4.55%
August	140,471.36	137,299.17	157,323.64	157,863.60	181,244.01	189,478.07	211,229.31		
September	147,041.70	151,571.87	161,151.69	159,074.80	178,788.96	207,002.17	226,466.35		
October	145,832.47	137,782.95	149,448.62	151,882.16	184,195.31	196,842.35	223,709.37		
November	135,822.37	142,968.58	151,202.03	153,617.36	183,608.84	214,268.95	238,699.54		
December	158,954.70	159,458.04	169,082.03	177,127.90	213,896.25	233,742.11	259,640.04		
January	134,244.03	127,416.58	135,234.22	140,781.81	179,991.50	190,334.77	212,252.13		
February	116,136.15	127,945.05	134,822.85	142,290.13	164,213.28	184,027.14	199,473.61		
March	160,456.20	156,129.40	162,786.00	183,966.80	215,568.04	223,679.00	242,969.97		
April	152,058.60	149,219.62	156,558.86	183,153.95	204,688.52	222,063.76	320,646.71		
May	151,258.53	156,267.02	167,495.96	196,546.46	214,867.25	238,459.96	246,079.54		
June	159,181.59	164,321.92	170,764.62	195,799.56	197,429.44	244,631.05	251,601.07		
<b>Totals</b>	<b>\$ 1,747,470.39</b>	<b>\$ 1,760,195.19</b>	<b>\$ 1,862,668.38</b>	<b>\$ 1,996,862.92</b>	<b>\$ 2,299,725.72</b>	<b>\$ 2,566,459.74</b>	<b>\$ 2,859,153.94</b>	<b>\$ 236,685.00</b>	<b>4.55%</b>

GENERAL FUND SAVINGS ACCOUNT ACTIVITY  
10-300-1117  
SOLID WASTE SAVINGS ACCOUNT ACTIVITY  
10-300-1117  
2023-2026

	Undepreciated	Cash Benefits Being Held	Mary Martin Program Funds	McDermott Scholarship Fund	McEmpire Starrwater Upgrade Pay	Monthly Deposit - GP Revenues	PIP Insurance - Claims For SW Building	James Martin Estate Contribution - RT/Johnson Theatre	James Martin Estate Contribution - McCormick Center	Citizen Foundation - Bond Foundation Grant Staff Park	In-Line Sidewalk Reserve Funds	Proceeds Bank of TN Lease 112M	PS Vehicles Loan- Proceeds	Drug Liability Sub Funds	Total GP Savings	Solid Waste Savings	Total Is
6/30/2023	\$ 1,191,614.96	\$ 16,650.00	\$ 34,620.76	\$ 10,856.01	\$ 20,202.90	\$ 1,335,672.98	\$ 217,070.00	\$ 11,968.44	\$ 12,899.55	\$ 19,820.00	\$ 60,819.75	\$ -	\$ 30,888.25	\$ 135,512.29	\$ 2,958,374.99	\$ 168,174.91	\$ 3,127,549.90
7/1/2023						35,000.00									35,000.00		3,142,549.90
7/15/2023	20,117.60												(20,117.60)			5,000.00	3,142,549.90
7/27/2023															(100,000.00)		3,042,549.90
7/31/2023															4,659.06		3,047,208.96
July Interest																	3,052,208.96
7/31/2023	\$ 1,116,390.72	\$ 16,650.00	\$ 34,620.76	\$ 10,856.01	\$ 20,202.90	\$ 1,295,672.98	\$ 217,070.00	\$ 11,968.44	\$ 12,899.55	\$ 19,820.00	\$ 60,819.75	\$ -	\$ 10,470.65	\$ 135,512.29	\$ 2,898,034.05	\$ 154,174.91	\$ 3,052,208.96
8/1/2023															35,000.00		3,092,208.96
Aug Interest																	3,096,793.85
8/31/2023	\$ 1,130,875.81	\$ 16,650.00	\$ 34,620.76	\$ 10,856.01	\$ 20,202.90	\$ 1,265,672.98	\$ 217,070.00	\$ 11,968.44	\$ 12,899.55	\$ 19,820.00	\$ 60,819.75	\$ -	\$ 10,470.65	\$ 135,512.29	\$ 2,917,618.94	\$ 159,174.91	\$ 3,096,793.85
9/1/2023															35,000.00		3,112,793.85
9/20/2023																5,000.00	3,116,793.85
9/25/2023															1,000,000.00		4,116,793.85
9/25/2023												1,000,000.00			(20,000.00)		4,116,793.85
Sept Interest																	4,116,793.85
8/30/2023	\$ 1,105,795.88	\$ 16,650.00	\$ 34,620.76	\$ 10,856.01	\$ 20,202.90	\$ 1,300,672.98	\$ 217,070.00	\$ 11,968.44	\$ 12,899.55	\$ 19,820.00	\$ 60,819.75	\$ 1,000,000.00	\$ 10,470.65	\$ 135,512.29	\$ 3,097,398.91	\$ 164,174.91	\$ 4,121,573.82

**Jackson Theater Project  
RD Cost Overrun Loan  
Interim Financing Provided by First Horizon**

RD Cost Overrun Loan Funds		2,832,100.00
Bank of TN interim Financing (8.31.23)		1,200,000.00
<b>2021-22 Loan Draws/Payments</b>		
Total 2021-22 Draws		(411,960.13)
Retainage Payable - 2021-22*		(38,968.92)
<b>6/30/2022 Balance of Loan Funds Available</b>		<u><b>3,581,170.95</b></u>

<b>2022-2023 Loan Draws (3-010-030000-3993)</b>		
8/19/2022 Draw #6 - Ken Ross Architects - As Approved by BMA		(70,000.00)
9/21/2022 Draw #7 - GRC Pay App Dated 8/31/22		(233,105.36)
10/17/2022 Draw #7 - GRC Pay App Dated 8/31/22		(112,412.76)
2/3/2023 Draw #8 - GRC Pay Apps Dated 11/30/22 & 12/31/22		(249,847.14)
2/16/2023 Draw #9 - GRC Pay Apps Dated 1/31/23		(113,613.91)
4/24/2023 Draw #11 - BrightRidge		(28,977.00)
4/4/2023 Draw #10 - Clark Nexsen		(7,350.00)
4/4/2023 Draw #10 - GRC Pay Apps Dated 2/28/23		(144,153.65)
5/19/2023 Draw #11 - GRC Pay Apps Dated 3/31/23		(137,145.14)
5/19/2023 Draw #11 - GRC Pay Apps Dated 4/30/23		(114,556.84)
6/20/2023 Draw #12 - GRC Pay Apps Dated 5/31/23		(76,708.84)
7/27/2023 Draw #13 - GRC Pay Apps Dated 6/30/23 AR/AP		(97,198.63)
8/16/2023 Draw #14 - East TN Sprinkler Dated 3/28/23&4/2 AR/AP		(41,038.78)
9/11/2023 Draw #15 - GRC Pay App #36		(90,820.15)
9/11/2023 Draw #16 - GRC Pay App #37		(113,692.00)
9/29/2023 Draw #17 - GRC Pay App #38		(162,418.10)
Total 2022-23 Draws		(1,793,038.30)
Retainage Payable - 2022-23*		(86,614.34)
<b>Balance of Loan Funds Available</b>		<u><b>1,701,518.31</b></u>

\* Funds not yet drawn for Retainage (125,583.26)

GRC Contract		1,778,000.00
Change orders		4,117,973.95
Amended Contract value		5,895,973.95
Total GRC Expenditures (including retainage)		(4,296,077.70)
Contract remainder (excluding retainage)		<u>1,599,896.25</u>

East Tennessee Sprinkler Co		76,981.00
Change orders (BMA approved 5.8.23)		18,500.00
Amended Contract value		95,481.00
Total Expenditures		(64,133.08)
Contract remainder		<u>31,347.92</u>

BAN obligated to Stage Door Concessions 30,000.00 \*\*

\* 6/12/23 BMA approved to use up to \$250,000 for Stage Setup to Todd Hensley until additional RD funds are obtained

**Balance of funds after contract obligations** **40,274.14**

**Note: This report will be presented in-lieu of the detail contract analysis for GRC. Detail reports available upon request.**

Town of Jonesborough  
 Goins Rash Cain, Inc. (GRC) Contract  
 Jackson Theatre Renovations and Additions  
 Project Account # 4-10-14200-6318  
 Retainage Account # 10-200-2350

App. #	Total Complete and Stored	Less Retainage	Total Paid Less Retainage	Contract Balance Less Retainage	Date Paid	Ck #
				\$ 5,895,973.95		
1	\$ 62,849.26	\$ 3,142.46	\$ 59,706.80	\$ 5,833,124.69	5/14/2019	92740
2	96,447.38	4,822.37	91,625.01	5,736,677.31	6/29/2019	93233
3	129,485.61	6,474.28	123,011.33	5,607,191.70	7/10/2019	93376
4	189,839.91	9,492.00	180,347.91	5,417,351.79	8/23/2019	93734
5	303,943.04	15,197.15	288,745.89	5,113,408.75	9/16/2019	93984
6	104,227.45	5,211.37	99,016.08	5,009,181.30	10/17/2019	94271
7	59,984.90	2,999.25	56,985.65	4,949,196.40	12/4/2019	94726
8	112,999.45	5,649.97	107,349.48	4,836,196.95	12/13/2019	94862
9	152,503.59	7,625.18	144,878.41	4,683,693.36	2/13/2020	95375
10	113,985.10	5,699.25	108,285.85	4,569,708.26	3/30/2020	95726
11	347,106.72	17,355.34	329,751.38	4,222,601.54	4/22/2020	95987
12	43,956.85	2,197.84	41,759.01	4,178,644.69	5/26/2020	96243
13	48,485.24	(85,866.46)	134,351.70	4,130,159.45	8/7/2020	96893
14	18,579.01	-	18,579.01	4,111,580.44	11/10/2020	97565
15	45,004.65	2,250.23	42,754.42	4,066,575.79	3/25/2021	98538
16	96,914.71	4,845.74	92,068.97	3,969,661.08	3/25/2021	98538
17	77,251.42	3,862.57	73,388.85	3,892,409.66	6/10/2021	99193
18	108,730.95	5,436.55	103,294.40	3,783,678.71	5/25/2021	99056
19	44,170.12	2,208.50	41,961.62	3,739,508.59	6/30/2021	99446
<b>2021-22</b>						
20	54,641.64	2,732.08	51,909.56	3,684,866.95	2/15/2022	101552
21	137,699.95	6,885.00	130,814.95	3,547,167.00	4/1/2022	101992
22	104,922.49	5,246.13	99,676.36	3,442,244.51	4/25/2022	102165
23	36,758.33	1,837.91	34,920.42	3,405,486.18	7/13/2022	102981
24	43,512.93	2,174.70	41,338.23	3,361,973.25	7/13/2022	102981
25	29,790.12	1,489.51	28,300.61	3,332,163.13	8/10/2022	103271
<b>2022-23</b>						
26	245,374.06	12,268.70	233,105.36	3,086,809.07	9/21/2022	103603
27	118,329.22	5,916.46	112,412.76	2,968,479.85	10/18/2022	103923
28	224,814.79	11,240.74	213,574.05	2,743,665.06	2/8/2023	105049
29	38,182.20	1,909.11	36,273.09	2,705,482.86	2/8/2023	105049
30	119,593.59	5,979.68	113,613.91	2,585,889.27	2/16/2023	105119
31	151,740.69	7,587.04	144,153.65	2,434,148.58	4/5/2023	105616
32	144,363.30	7,218.16	137,145.14	2,289,785.28	5/22/2023	106117
33	120,586.15	6,029.31	114,556.84	2,169,199.13	5/22/2023	106117
34	80,746.15	4,037.31	76,708.84	2,088,452.98	6/29/2023	106514
35	102,314.34	5,115.71	97,198.63	1,986,138.64	7/28/23 AP	106835
36	95,800.16	4,780.01	90,820.15	1,890,538.48	9/11/2023	107336
37	119,675.79	5,983.79	113,692.00	1,770,862.69	9/11/2023	107336
38	170,966.42	8,548.32	162,418.10	1,599,896.27	9/29/2023	107456

**\$ 4,296,077.68    \$ 125,583.26    \$ 4,170,494.42**

**Contract Changes:**

Original Contract		<b>Revised Contract</b>
Change Order #1	4,128.06	<b>\$ 1,778,000.00</b>
Change Order #2	11,236.44	
Change Order #3	18,579.01	
Change Order #4	130,823.00	
Change Order #5	215,325.00	
Change Order 6A	4,852.68	
Change Order #7	2,440,000.00	
Approved pay app 21 (8)	11,760.00	
Deduction (pay app 23)	(2,882.25)	
Change Order #9	18,556.90	
Change Order #10 (Time extension only)	-	
Change Order #11	979,200.00	
Change Order #12	286,395.11	
	<u>286,395.11</u>	
		<b>4,117,973.95</b>
		<b><u>\$ 5,895,973.95</u></b>

**\$400,000 STATE APPROPRIATION FUNDS:**

9/5/18	Funds Received	\$	400,000.00
5/15/19	GRC Inc. - Pay Request #1		(59,706.80)
6/29/19	GRC Inc. - Pay Request #2		(91,625.01)
7/11/19	GRC Inc. - Pay Request #3		(123,011.33)
8/14/19	GRC Inc. - Pay Request #4		(125,656.86)
	Accrued Interest Through 8/31/201		3,394.42
9/16/19	GRC Inc. - Pay Request #6		(3,394.42)
	<b>Balance of Funds</b>	<b>\$</b>	<b>-</b>

**Payments by Source Thru GRC Pay Request #27**

State Appropriation	\$	403,394.42	
ECD Tourism Enhancement Grant		50,000.00	
ARC Grant		437,176.90	
RD Loan #1		998,365.73	
ECU Contribution		103,038.70	
Sonia King/Martin Estate Contribution		145,886.02	
RD Loan #2 Draws (Interim Financing Thru Fir		386,960.13	FY22
RD Loan #2 Draws (Interim Financing Thru Fir		1,278,742.27	FY23
	<b>\$</b>	<b>3,803,564.17</b>	

Stage Door Project Analysis

Project area	Comments	Company	Project Manager Cost Estimate	P.O. Issued	Expenses Paid	Expenses/Items not applied to P.O.	P.O. Balance - Note - All liquidated at 6/30	Balance Remaining ***	Notes
***Balance remaining column is judgement based on P.O. vs Estimate									
Framing/Construction	Includes cabinet install, box office booth, woodwork (Original estimate to BMA 35,400 8/8/22 Item 7-F)	Lewis Hulse/CD Builders	45,000.00	0.00	185,087.50	185,087.50	0.00	0.00	Balance Unknown - past original estimate
Framing/Construction	Purchased by Lewis on town account	Lewis	0.00	5,000.00	14,807.34	10,206.12	398.78	4,474.95	Used balance of P.O.
Framing/Construction	Lumber - Ordered by Lewis	Builders First Source	0.00	0.00	1,408.42	1,408.42	0.00	0.00	
Framing/Construction	Equipment Rental - Ordered by Lewis	East TN Rent-All	0.00	0.00	48.19	48.19	0.00	0.00	
Framing/Construction	Misc mortar? - Ordered by Lewis	C&C Masonry Supply	0.00	42.55	42.55	0.00	0.00	0.00	
Framing/Construction	Lumber for facade repair - Lewis	East Tennessee Millwork	0.00	0.00	959.14	959.14	0.00	0.00	
Electrical - Materials	Cable - Lewis?	Williams Electric	10,000.00	103.65	7,885.28	7,360.30	50.67	2,114.72	Used P.O. less acural expenses. More P.O. reduced from line item than issued. System allows...
Electrical - Materials	Additional items needed by Herman Archer	Williams Electric	0.00	5,404.40	8,657.37	3,252.97	0.00	5,404.40	
Electrical - Labor		Herman Archer	8,000.00	3,050.00	10,375.00	7,325.00	0.00	0.00	Estimate less acural expense
Light Fixtures	Wall Sconces downstairs	American Lighting	2,010.71	0.00	2,166.65	2,166.65	0.00	0.00	
Light Fixtures		American Lighting	0.00	1,736.85	2,087.40	-2,087.40	0.00	0.00	Added 4/26
HVAC	2 - 6 ton units, installation, per hour costs	TNT Heating & Air	80,000.00	38,237.10	71,027.10	32,790.00	0.00	8,972.90	Estimate less acural expense
Plumbing	Materials & Labor	Strickland Plumbing	8,800.00	0.00	4,500.00	4,500.00	0.00	4,300.00	
Plumbing	6 commodes, 2 urinals, 8 flush valves, 5 sinks and faucets	Modern Supply		2,955.35	4,114.06	67.50	-1,091.21	0.00	P.O. used beyond issuance
Bathroom Fixtures	Trash cans, grab bars, towel holders	Trimble Company	1,500.00	0.00	1,252.00	0.00	0.00	248.00	
Bathroom Accessories	Ordered 10/22	Trimble Company	7,263.00	7,263.00	10,743.00	3,480.00	0.00	0.00	Excess is installation
Bathroom Partitions	Includes 1st floor tile	Winco / Gaylin	20,857.57	20,857.57	19,782.57	0.00	1,075.00	1,075.00	
Bathroom Floor - Materials		Ed Lyte Tile	19,774.00	19,774.00	0.00	0.00	19,774.00	19,774.00	
Bathroom Floor - Installation		E.S. Dockery	12,000.00	9,330.00	0.00	0.00	9,330.00	9,330.00	P.O. contract price
2nd Floor Carpet	Door 5,077.80/Hardware 7,175	Builders First Source	12,252.80	12,252.80	12,252.80	0.00	0.00	0.00	Used P.O. for balance due
Front Door	Includes Installation	Keller Glass	4,000.00	4,411.13	4,658.46	247.33	0.00	0.00	
Front Facade Glass	2 Columns	A&D Masonry	1,650.00	0.00	1,650.00	1,650.00	0.00	0.00	
Front Brick Columns		Creative Masonry	700.00	0.00	700.00	700.00	0.00	0.00	
Staining of Brick Mortar	Same firm as Jackson?	TBD	1,000.00	0.00	0.00	0.00	0.00	1,000.00	P.O. applied incorrectly. Contract balance
Stucco Repair									
Interior Doors	Ordered 10/22	Trimble Company	13,780.00	13,780.00	13,338.00	0.00	0.00	442.00	accurate.
Door frame/hinges	Ordered by Lewis	Trimble Company	0.00	0.00	915.00	915.00	0.00	0.00	
Closets	Ordered by Lewis	Trimble Company	0.00	0.00	392.00	392.00	0.00	0.00	
Concession Cabinets	Cabinets and granite countertop - Both	Builders First Source	31,692.79	31,792.79	31,792.79	0.00	0.00	0.00	
Concession Equipment	Floors	Katom Restaurant Supply	18,548.10	0.00	18,650.61	18,650.61	0.00	0.00	30K from RD, Request pending?
Concession Equipment	30,000 USDA Loan								
Sheet Rock	Materials, installation, Finishing (includes all ceilings)	Full Circle Construction	13,750.00	13,750.00	13,850.00	100.00	0.00	0.00	
Painting	Walls & Ceiling	Cooper Painting	11,433.50	11,433.50	9,833.50	0.00	1,600.00	1,600.00	
Drop Ceiling - Installation	Acoustic Tile Materials	Dockery Floor Covering	8,850.00	0.00	8,850.00	0.00	0.00	0.00	
Drop Ceiling - Materials	110 Tiles/Shipping	American Tin	1,874.40	1,874.40	1,874.40	0.00	0.00	0.00	





**Town of Jonesborough**  
**General Fund**  
**Fund Balance Reserve Accounts**  
**As of September 30, 2023**

	Reserve	Revenue	Expenditure	Balance 6/30/2023	Revenues	Expenditures	Transfer (To)/From Unrestricted Fund Balance	Balance 6/30/24
McKinney Scholarship Fund	10-200-2702	10-30000-3774	10-14500-5020	17,126.94	475.00	-		17,601.94
Senior Center - Special Projects	10-200-2703	10-30000-3963	10-14100-4960	47,924.61	4,555.15	(6,000.20)		46,479.56
PS Driving School Tech Fees	10-200-2706	10-30000-3717	10-12000-4520	11,174.00	408.00	-		11,582.00
PS Gun Permit Classes	10-200-2707	10-30000-3719	10-12000-4515	12,240.00	-	-		12,240.00
Police Litigation	10-200-2708	10-30000-3713	10-12000-4500	71,729.86	4,036.76	-		75,766.62
Volunteer Fire	10-200-2709	10-30000-3968	10-12200-4955	2,528.45	-	-		2,528.45
Campground Reserve	10-200-2710	10-30000-3668	10-14200-4416	23,907.16	-	-		23,907.16
PS Electronic Citation Fee	10-200-2711	10-30000-3718	10-12000-4505	25,351.61	572.00	-		25,923.61
Chuckey Depot Museum Rev	10-200-2712	10-30000-3976	10-14200-4962	6,698.95	934.00	(129.57)		7,503.38
Veterans War Memorial	10-200-2713	10-30000-3475	10-11000-4906	16,287.84	-	-		16,287.84
Flag Replacement	10-200-2716	10-30000-3975	10-14200-4946	3,331.46	2,271.00	(361.37)		5,241.09
Tree & Townscape	10-200-2717	10-30000-3493	10-14200-6336	2,519.62	-	-		2,519.62
Recreation Fundraising	10-200-2718	10-30000-3664	10-14200-4417	16,556.89	-	-		16,556.89
Clerk Electronic Citation Fees	10-200-2720	10-30000-3725	10-12000-4507	7,385.61	143.00	-		7,528.61
Cemetery Maintenance Fund	10-200-2723	10-30000-3977	10-14200-4947	3,838.94	-	-		3,838.94
In-Lieu Sidewalk Reserve	10-200-2728	10-30000-3955	Board	60,819.75	3,250.00	-		64,069.75
Keep Jonesborough Beautiful	10-200-2730	10-30000-3974	10-14200-4952	-	48.00	(60.00)		(12.00)
<b>Total Presented Reserved Amounts</b>				<b>329,421.69</b>	<b>16,692.91</b>	<b>(6,551.14)</b>		<b>339,563.46</b>

**Town of Jonesborough**  
**Health Reimbursement Account**  
**2023-24 Fiscal Year**

Date	Fund				Balance
	General	Solid Waste	Water/Sewer	Total	
6/30/2023	\$ 96,358.27	\$ 37,513.34	\$ 71,771.49	\$ 205,643.10	\$ 205,643.10
Deposit	2,730.00	750.00	2,310.00	5,790.00	211,433.10
Fees	(1,074.44)	-	-	(1,074.44)	210,358.66
7/17/2023	(7,047.07)	-	(2,976.50)	(10,023.57)	200,335.09
7/31/2023	(3,587.25)	(372.00)	(1,522.25)	(5,481.50)	194,853.59
7/31/2023	\$ 87,379.51	\$ 37,891.34	\$ 69,582.74	\$ 194,853.59	
Aug Deposit	2,730.00	750.00	2,310.00	5,790.00	\$ 200,643.59
Fees	(315.00)			(315.00)	200,328.59
8/7/2023		(3,787.93)		(3,787.93)	196,540.66
8/14/2023		(11,899.09)		(11,899.09)	184,641.57
8/21/2023			(666.58)	(666.58)	183,974.99
8/28/2023	(376.74)			(376.74)	183,598.25
8/31/2023	\$ 89,417.77	\$ 22,954.32	\$ 71,226.16	\$ 183,598.25	
Sept Deposit	2,730.00	750.00	2,310.00	5,790.00	\$ 189,388.25
Fees				-	189,388.25
9/1/2023	1,344.99			1,344.99	190,733.24
9/8/2023	(4,128.83)		(6,040.95)	(10,169.78)	180,563.46
9/15/2023	(902.07)		(50.00)	(952.07)	179,611.39
9/22/2023	(568.00)		(3,500.00)	(4,068.00)	175,543.39
9/30/2023	\$ 87,893.86	\$ 23,704.32	\$ 63,945.21	\$ 175,543.39	
6/30/2023 Balance			\$ 205,643.10		
Year-to-date HRA Contributions			17,370.00		
Year-to-date HRA Fees			(1,389.44)		
Year-to-date HRA Claims			(46,080.27)		
9/30/2023 Balance			<u>\$ 175,543.39</u>		

**Town of Jonesborough**  
**K-8 School Construction Project**

<b>Total Loan Draws</b>		<b>33,806,016.37</b>
Less 2020-21 Payments	(3,415,481.66)	
Less 2021-22 Payments	(12,727,076.05)	
Less 2022-23 Payments	(15,708,035.77)	
Less 2023-24 Payments	<u>(1,962,572.17)</u>	
<b>Total Project Payments</b>		<b>(33,813,165.65)</b>
1/24/2021 Transfer from General Fund Checking Cleared by check #1094 to Town of Jonesborough		<u>20,000.00</u> <u>(20,000.00)</u>
<b>Loan Draws Less Payments Plus Transfer From GF</b>		<u><b>12,850.72</b></u>
Tree Grant Reimbursement (Expenditure of K-8 reimbursed by grant)		7,970.00
Loan Draws Less Payments		<u>4,880.72</u>
Balance of Cash on Hand		<u><b>12,850.72</b></u>
 Balance of Cash on Hand 8/31/23:		
Pinnacle Checking Account #1 (BAN Proceeds Balance ONLY presented here)***		-
Pinnacle Checking Account #2		<u>12,850.72</u>
*** Contains Balance of TN Ag Learning Center Grant. Separate Project under department No. 5500		<u><b>12,850.72</b></u>
 <b>INTERIM LOAN FUNDS:</b>		
Total Funds Available	42,750,000.00	
Total Draws	<u>(33,806,016.37)</u>	
 <b>Balance of Loan Funds Available</b>		<b>8,943,983.63</b>
 Balance of Contract With Burwill Construction (including retainage)	(8,094,599.24)	
Balance of Contract With Clark Nexsen	(52,192.00)	
Balance of Contract With Burleson Construction, Inc	(93,413.20)	
Balance of Contract With TriMark (Kitchen Equip)	-	
Balance of Funds After Contract Obligations	<u><b>703,779.19</b></u>	

NOTE: Summary presented above. Project detail tracking available upon request.

K-8 School Construction Funding Analysis

	Original Budget	Internal change orders/ Costs moved to Burwell	Adjustments to Confirmed Contracts	Other	Total	Amounts Paid	Balance	Comments	
Burwell	31,351,185.00	1,240,246.94			34,591,431.94	26,860,902.16	7,730,529.78		
Electrical Allowance	35,000.00	0.00			35,000.00	35,000.00	0.00		
Unit Price Allowance	511,450.00	-151,792.48			359,657.52	44,498.60	315,158.92		
(A) Owner Contingency	532,365.00	-932,365.00			0.00	0.00	0.00	Flexibility in Burwell	
(A) RD Contingency	570,000.00	-556,089.46			13,910.54	0.00	13,910.54	329,069.46 contract	
Total	35,000,000.00	0.00			35,000,000.00	26,905,400.76	8,094,599.24	Ties to Contract Detail	
(A) Owner Contingency	540,000.00		-77,448.00	17.07	540,017.07	540,017.05	0.02	Removed from Contingency & Excess below	
(A) Special Inspections	282,500.00				185,082.00	1,030,362.42	-815,310.42		
Costs Outside Burwell									
Monument Sign	25,000.00				25,000.00	56,126.20	25,000.00	No known contract entered as of 4/30/23	
Landscaping Allowance	145,000.00				145,000.00		88,873.80	Mowing, Tree Grants, Equinox	
Athletic Fields	827,000.00		-321,215.00		505,785.00		505,785.00	No known contract entered as of 4/30/23, Est cost 775,000	
Athletic Fields - Fencing	0.00		218,215.00		218,215.00		228,215.00	McCall Fencing Contract	
Kitchen Equipment	715,000.00		77,448.00	-0.02	792,447.98		0.00	Ties to Contract Detail	
Data Cabling	200,129.00	-200,129.00			0.00		0.00		
Access Control	-87,265.00				0.00		0.00		
Cameras	121,458.00	-121,458.00			0.00		0.00		
Intercom/Phones	134,218.00	-134,218.00			0.00		0.00		
Clock System	34,505.00	-34,505.00			0.00		0.00		
A/E Fees	1,790,125.00		82,875.00		1,843,000.00	1,790,828.00	52,172.00	Ties to Contract Detail/Includes Concessions	
Owners Rep Fee	350,000.00				350,000.00	246,586.80	93,413.20	Ties to Contract Detail	
Land	2,200,000.00		32,548.08		2,232,548.08	2,232,548.06	0.00		
Legal	300,000.00				300,000.00	195,470.43	104,529.57		
Gravel	26,900.00			-18.00	26,882.00	26,882.00	0.00	Core Drilling, Foundation Systems	
SFMO Review	46,515.00			0.95	46,515.95	46,515.95	0.00	State Fire Marshall Office	
Total	6,943,115.00	-517,575.00	89,871.06	-17.07	6,495,393.99	5,397,385.42	1,098,008.57		
Total	42,745,615.00	-517,575.00	-7,576.94	0.00	41,220,463.06	33,873,165.63	8,347,297.41		
Washington County Contribution 7/30/20						60,000.00			
Tree Grant Revenue/Cash Balances/Other						9,079.38			
RD Funding	42,750,000.00				42,750,000.00	42,750,000.00	0.00	Agrees with Remaining BAN balances	
Excess / (Shortfall)	4,385.00				529,536.94	8,945,813.63			
(A) Contingencies	1,504,865.00				738,979.61			Excess Less Budget	
Contingency & Excess (Shortfall)	1,809,250.00				1,268,514.55	-645,310.42	-246,694.20	Actual funding remaining not otherwise budgeted for obligated.	
Contingency is further reduced by other items such as interest costs/etc paid through RD funds. See Below									
Other									
Surveying						12,450.00		Purchase of land, utilities	
Project Manager						60,000.00			
Foundation Systems Engineering						64,948.00		Utilities, Tree Project (landscaping), other areas	
Todd Wood Engineering						25,400.00			
Clark Nexsen - Misc						9.50			
Raymond James (Financing Agent)						366,218.00			
Pinnacle Bank Interest & Fees						671,700.74			
Washington County Trustee (Repayment of county funded expenses prior to Interim financing)						364,764.31			
State NCI App / TDC Permit						4,000.00			
Ferguson Enterprises						3,973.64			
Tree Grant Expenditures - General Fund						32,951.50			
Other - Waste Management, Strips, Six Rivers, Blue Water						9,593.78			
B/C						23,870.00		Review	
(A) Contingencies	1,504,865.00				738,979.61				
Contingency & Excess (Shortfall)	1,809,250.00				1,268,514.55	-645,310.42	-246,694.20	Actual funding remaining not otherwise budgeted for obligated.	
Contingency is further reduced by other items such as interest costs/etc paid through RD funds. See Below									
Other									
Surveying						12,450.00		Purchase of land, utilities	
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B/C						23,870.00		Review	
(A) Contingencies	1,504,865.00				738,979.61				
Contingency & Excess (Shortfall)	1,809,250.00				1,268,514.55	-645,310.42	-246,694.20	Actual funding remaining not otherwise budgeted for obligated.	
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B/C						23,870.00		Review	
(A) Contingencies	1,504,865.00				738,979.61				
Contingency & Excess (Shortfall)	1,809,250.00				1,268,514.55	-645,310.42	-246,694.20	Actual funding remaining not otherwise budgeted for obligated.	
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Other - Waste Management, Strips, Six Rivers, Blue Water						9,593.78			
B/C						23,870.00		Review	
(A) Contingencies	1,504,865.00				738,979.61				
Contingency & Excess (Shortfall)	1,809,250.00				1,268,514.55	-645,310.42	-246,694.20	Actual funding remaining not otherwise budgeted for obligated.	
Contingency is further reduced by other items such as interest costs/etc paid through RD funds. See Below									
Other									
Surveying						12,450.00		Purchase of land, utilities	
Project Manager						60,000.00			
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Other - Waste Management, Strips, Six Rivers, Blue Water						9,593.78			
B/C						23,870.00		Review	
(A) Contingencies	1,504,865.00				738,979.61				
Contingency & Excess (Shortfall)	1,809,250.00				1,268,514.55	-645,310.42	-246,694.20	Actual funding remaining not otherwise budgeted for obligated.	
Contingency is further reduced by other items such as interest costs/etc paid through RD funds. See Below									
Other									
Surveying						12,450.00		Purchase of land, utilities	
Project Manager						60,000.00			
Foundation Systems Engineering						64,948.00		Utilities, Tree Project (landscaping), other areas	
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Other - Waste Management, Strips, Six Rivers, Blue Water						9,593.78			
B/C						23,870.00		Review	
(A) Contingencies	1,504,865.00				738,979.61				
Contingency & Excess (Shortfall)	1,809,250.00				1,268,514.55	-645,310.42	-246,694.20	Actual funding remaining not otherwise budgeted for obligated.	
Contingency is further reduced by other items such as interest costs/etc paid through RD funds. See Below									
Other									
Surveying						12,450.00		Purchase of land, utilities	
Project Manager						60,000.00			
Foundation Systems Engineering						64,948.00		Utilities, Tree Project (landscaping), other areas	
Todd Wood Engineering						25,400.00			
Clark Nexsen - Misc						9.50			
Raymond James (Financing Agent)						366,218.00			
Pinnacle Bank Interest & Fees						671,700.74			
Washington County Trustee (Repayment of county funded expenses prior to Interim financing)						364,764.31			
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Ferguson Enterprises						3,973.64			
Tree Grant Expenditures - General Fund						32,951.50			
Other - Waste Management, Strips, Six Rivers, Blue Water						9,593.78			
B/C						23,870.00		Review	
(A) Contingencies	1,504,865.00				738,979.61				
Contingency & Excess (Shortfall)	1,809,250.00				1,268,514.55	-645,310.42	-246,694.20	Actual funding remaining not otherwise budgeted for obligated.	
Contingency is further reduced by other items such as interest costs/etc paid through RD funds. See Below									
Other									
Surveying						12,450.00		Purchase of land, utilities	
Project Manager						60,000.00			
Foundation Systems Engineering						64,948.00		Utilities, Tree Project (landscaping), other areas	
Todd Wood Engineering						25,400.00			
Clark Nexsen - Misc	</								

Water/Sewer Savings Account & Money Market Account  
 40-100-1125/40-100-1126  
 2023-24

	Unreserved	Equipment Reserve	Debt Service Reserve	County Crew Advanced Labor	2023 \$1M CON Note	ARPA Funds	40-200-2139 Line Extensions	Total
<b>6/30/2023</b>	\$ 1,387.17	\$ 271,281.13	\$ -	\$ 49,257.20	\$ 477,821.05	\$ 453,119.24	\$ -	\$ 1,247,865.79
7/5/2023	To Savings from Revenue						16,306.22	
7/13/2023	Reallocate ARPA/\$1M CON spent (June AP)	83,784.00			(5,724.00)	(78,060.00)		
7/19/2023	To OPM (Used County Trucks, Operating Exp)	(4,700.00)			(10,300.00)			
7/24/2023	To OPM - Operating Expenses	(30,000.00)						
7/31/2023	Reallocate Used County Crew Labor	27,824.28		(27,824.28)				
7/31/2023	To Savings from Revenue		86,423.25					
7/31/2023	July Interest	975.43						
	<b>Balance as of July 31, 2023</b>	\$ 79,270.88	\$ 231,281.13	\$ 86,423.25	\$ 21,432.92	\$ 456,797.05	\$ 16,306.22	\$ 1,266,570.69
8/8/2023	To OPM for ARPA/1M CON expenses				(2,600.00)	(57,040.00)		
8/21/2023	Reallocate County Crew use of labor	19,172.59		(19,172.59)				
8/21/2023	Reallocate \$1M CON use on projects	1,604.46			(1,604.46)			
8/21/2023	To OPM for operations	(50,000.00)						
8/24/2023	TDEC ARPA Funds (for 1M CON payoff)		905,036.86					
8/24/2023	To OPM (1M CON Prin. Pmt)		(905,000.00)					
	Revenue to Savings - Advanced Funding for			74,202.50				
8/30/2023	County Crew labor costs		44,152.00		(1,000.00)	(43,152.00)		
8/31/2023	Reallocate ARPA/\$1M spent							
8/31/2023	Reallocate County Crew use of labor		4,829.09	(4,829.09)				
8/31/2023	August Interest	675.29						
	<b>Balance as of July 31, 2023</b>	\$ 90,723.22	\$ 231,281.13	\$ 135,441.20	\$ 71,633.74	\$ 451,592.59	\$ 16,306.22	\$ 1,231,845.34
9/29/2023	September Interest	678.56						
	<b>Balance as of August 31, 2023</b>	\$ 91,401.78	\$ 231,281.13	\$ 135,441.20	\$ 71,633.74	\$ 451,592.59	\$ 16,306.22	\$ 1,232,523.90
		(E)		(A)	(D)	(B)	(C)	
<b>Balance in Savings Account</b>	\$ 661,152.65	First Horizon						
<b>Balance in Money Market Account</b>	\$ 571,371.25	Bank of TN						
	<u>\$ 1,232,523.90</u>							

	\$1M CON Planned	Actual	Balance	FY24 Planned Amounts to Reserve	Debt-Non-Monthly
N. Cherokee Meters	\$ 1,000,000.00	40,582.71	\$ (71,585.34)	Budget	Res Sav
Sewer A	(112,568.05)	3,660.00	(87,584.00)	4.75M CON 1/1/24	800,000.00
Booster St.	(90,184.00)		(76,400.00)	4.75M CON 7/1/24	67,847.00
Reimb. Equip. Reserve (6/1 4.75M CON Int)	(76,400.00)		(35,000.00)	1.25M CON 1/1/24	412,847.00
4.75M&1.25M 7/1 Pmt	(35,000.00)	52,098.67	-	1.25M CON 7/1/24	34,968.75
Boones Creek Lift	(52,098.67)	452,126.03	(50,000.00) Beg 7/1	Bond Int. 12/1/23	109,988.75
EDA Costs (Planned in Budget)	(50,000.00)		(103,854.00) Beg 7/1	Bond Prin. 6/1/24	68,223.75
EDA Extra (Due to timing of payments)	(103,854.00)	(27,769.25)	(27,769.25) Beg 7/1	Total	353,223.75
	\$ (27,769.25)	\$ 547,407.41	\$ (452,592.59) (D)	Monthly	66,666.67
					1,037,079.00
					86,423.25

Note: Water has paid General all outstanding balances owed from FY23 (including P&T and Rent)







**JONESBOROUGH REPERTORY THEATRE  
SCHEDULE OF PLAY REVENUES AND EXPENSES  
FISCAL YEAR 2022-24**

Account	Anything Goes 10-30000-3887-008	USD Show 10-30000-3887-009	Peter Pan 10-30000-3887-010	Deerly Beloved 10-30000-3887-011	It's a Wonderful Life 10-30000-3887-012	The Play that Goes Wrong 10-30000-3887-013	Beautiful 3887-014	Muscle Man 10-30000-3887-015	Crazy For You 10-30000-3887-016	Into the Woods 10-30000-3887-017	Anastasia 10-30000-3887-018	USA 10-30000-3887-019	TOTAL
Revenues (through 6/30/23)	\$ 35,873.00	\$ 22,482.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 61,955.50
Expenditures (through 6/30/23)	\$ (21,696.95)	\$ (2,751.35)	\$ (400.00)	\$ (2,565.00)	\$ (844.00)	\$ (2,256.00)	\$ (1,560.00)	\$ (5,792.00)	\$ (5,914.50)	\$ (400.00)	\$ (6,361.90)	\$ -	\$ (47,078.75)
<b>Beginning Balance (7/1/2023)</b>	\$ 14,278.02	\$ 19,341.20	\$ (400.00)	\$ (2,045.00)	\$ (844.00)	\$ (2,256.00)	\$ (1,560.00)	\$ (1,250.00)	\$ (5,014.50)	\$ (400.00)	\$ (6,361.90)	\$ -	\$ 14,086.75
<b>REVENUES:</b>													
July	\$ 2,578.00	\$ 6,051.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,629.00
Gold Sales Theatre	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evian Motion Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gift Certificates	\$ 8,972.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,972.00
Season Pass Allocation	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,700.00	\$ 1,500.00	\$ -	\$ -	\$ 3,000.00	\$ 8,972.00
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playbill Advertisements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costume Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-shirt Sales	\$ 8,450.00	\$ 8,001.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ -	\$ -	\$ 3,000.00	\$ 24,201.00
<b>July Total</b>	\$ 2,578.00	\$ 8,051.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ -	\$ -	\$ 3,000.00	\$ 24,201.00
August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gold Sales Theatre	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evian Motion Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gift Certificates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Season Pass Allocation	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
Donations	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700.00
Playbill Advertisements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costume Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-shirt Sales	\$ -	\$ 5,282.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,028.50	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -	\$ 21,298.50
<b>August Total</b>	\$ -	\$ 5,282.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,028.50	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -	\$ 21,298.50
September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gold Sales Theatre	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evian Motion Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gift Certificates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Season Pass Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 1,750.00	\$ -	\$ 2,000.00	\$ 2,200.00	\$ 4,575.00	\$ -	\$ -	\$ 2,000.00	\$ 16,525.00
Playbill Advertisements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costume Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-shirt Sales	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ 20,051.50	\$ 4,375.00	\$ -	\$ -	\$ 2,000.00	\$ 34,376.50
<b>September Total</b>	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 1,750.00	\$ -	\$ 3,000.00	\$ 20,051.50	\$ 4,375.00	\$ -	\$ -	\$ 2,000.00	\$ 34,376.50
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gold Sales Theatre	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evian Motion Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gift Certificates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Season Pass Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playbill Advertisements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costume Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-shirt Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>October Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gold Sales Theatre	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evian Motion Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gift Certificates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Season Pass Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playbill Advertisements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costume Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-shirt Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>November Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gold Sales Theatre	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evian Motion Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gift Certificates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Season Pass Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playbill Advertisements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costume Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-shirt Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>December Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	\$ 8,440.00	\$ 11,363.00	\$ 8,000.00	\$ -	\$ 1,750.00	\$ -	\$ 4,500.00	\$ 34,830.00	\$ 7,075.00	\$ 2,000.00	\$ -	\$ 6,000.00	\$ 79,888.00

**JONSBOROUGH REPERTORY THEATRE  
SCHEDULE OF PLAY REVENUES AND EXPENSES  
FISCAL YEAR 2023-24**

Account	Anything Goes 10-30000-3887-008	USO Show 10-30000-3887-009	Peter Pan 10-30000-3887-010	Deady Beloved 10-30000-3887-011	It's a Wonderful Life 10-30000-3887-012	The Play that Goes Wrong 10-30000-3887-013	Beautiful 10-30000-3887-014	Music Man 10-30000-3887-015	Crazy For You 10-30000-3887-016	Into the Woods 10-30000-3887-017	Anastasia 10-30000-3887-018	USA 10-30000-3887-019	TOTAL
<b>EXPENSES:</b>													
July													
Costume	\$ (50.36)	\$ (1,329.38)											\$ (1,380.34)
Lights													
Marketing													
Miscellaneous	\$ (312.83)	\$ (460.83)											\$ (853.83)
Production-General	\$ (289.70)	\$ (3,058.38)						\$ (1,239.60)	\$ (2,222.66)				\$ (17,869.30)
Tel		\$ (322.28)											\$ (322.28)
Sound													
Props													
Stage		\$ (217.00)											\$ (217.00)
Wig		\$ (175.11)											\$ (175.11)
AVG													
Credit Card													
July Total	\$ (658.89)	\$ (10,562.97)						\$ (1,239.60)	\$ (2,222.66)				\$ (14,713.46)
August													
Costume								\$ (2,344.70)					\$ (2,344.70)
Lights													
Marketing													
Miscellaneous													
Production-General		\$ (1,893.60)							\$ (16.96)				\$ (1,940.56)
Tel		\$ (245.00)											\$ (245.00)
Sound													
Props													
Stage													
Wig													
August Total								\$ (2,450.13)	\$ (422.36)	\$ (105.36)			\$ (10,282.44)
September													
Costume													
Lights													
Marketing													
Miscellaneous													
Production-General													
Tel													
Sound													
Props													
Stage													
Wig													
September Total								\$ (5,724.21)	\$ (371.56)	\$ (135.00)			\$ (6,770.77)
October													
Costume													
Lights													
Marketing													
Miscellaneous													
Production-General													
Director/Music Director													
Choreographer													
Band													
Credit Card													
Tel													
Sound													
Props													
Stage													
Wig													
October Total													
November													
Costume													
Lights													
Marketing													
Miscellaneous													
Production-General													
Director/Music Director													
Choreographer													
Band													
Credit Card													
Tel													
Sound													
Props													
Stage													
Wig													
November Total													
December													
Costume													
Lights													
Marketing													
Miscellaneous													
Production-General													
Director/Music Director													
Choreographer													
Band													
Credit Card													
Tel													
Sound													
Props													
Stage													
Wig													
December Total													
January													
Costume													
Lights													
Marketing													
Miscellaneous													
Production-General													
Director/Music Director													
Choreographer													
Band													
Credit Card													
Tel													
Sound													
Props													
Stage													
Wig													
January Total													

**JONESBOROUGH REPERTORY THEATRE  
SCHEDULE OF PLAY REVENUES AND EXPENSES  
FISCAL YEAR 2023-24**

Account	Anything Goes 10-30000-3887- 000	USD Show 10-30000-3887- 000	Peter Pan 10-30000-3887- 010	Dearlly Beloved 10-30000-3887- 011	It's a Wonderful Life 10-30000-3887-012	The Play that Goes Wrong 10-30000-3887- 013	Beautiful 10-30000- 3887-014	Misc Men 10-30000-3887- 015	Crazy For You 10-30000-3887- 016	Into the Woods 10-30000-3887- 017	Anastasia 10-30000-3887- 018	USA 10-30000-3887- 019	TOTAL
BAJL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Card	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Set	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sound	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Propst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gifts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wig	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costume	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Light	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Production-General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Director/Music Director	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Choreographer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Band	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Card	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Set	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Props	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gifts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wig	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenses</b>	\$ (646.89)	\$ (12,638.24)	\$ (172.89)	\$ (240.38)	\$ (105.30)	\$ (240.38)	\$ (3,870.38)	\$ (10,413.94)	\$ (3,015.82)	\$ (240.38)	\$ -	\$ (172.86)	\$ (31,766.67)
<b>Revenue Over (Under) Expense</b>	\$ 22,087.13	\$ 18,568.94	\$ 4,827.12	\$ (2,295.38)	\$ 800.62	\$ (2,495.38)	\$ (930.38)	\$ 23,166.06	\$ (655.44)	\$ 1,358.62	\$ (6,351.86)	\$ 4,827.12	\$ 62,188.08
<b>Play Closing</b>	\$ 5,516.78	\$ 4,642.24	\$ 1,106.78	\$ (573.85)	\$ 200.16	\$ (623.85)	\$ (230.10)	\$ 6,791.52	\$ (238.86)	\$ 339.91	\$ (1,590.40)	\$ 1,206.78	\$ 15,547.02
25% Jennifer Bernhardt	\$ 5,516.78	\$ 4,642.24	\$ 1,106.78	\$ (573.85)	\$ 200.16	\$ (623.85)	\$ (230.10)	\$ 6,791.52	\$ (238.86)	\$ 339.91	\$ (1,590.40)	\$ 1,206.78	\$ 15,547.02
25% JRT Checking	\$ 11,033.57	\$ 9,284.47	\$ 2,213.56	\$ (1,147.69)	\$ 400.31	\$ (1,247.69)	\$ (460.19)	\$ 11,583.03	\$ (477.72)	\$ 679.81	\$ (3,180.98)	\$ 2,413.56	\$ 31,094.04
50% Town of Jonesborough	\$ 22,087.13	\$ 18,568.94	\$ 4,827.12	\$ (2,295.38)	\$ 800.62	\$ (2,495.38)	\$ (930.38)	\$ 23,166.06	\$ (655.44)	\$ 1,358.62	\$ (6,351.86)	\$ 4,827.12	\$ 62,188.08

Reviewed and approved by Jennifer Bernhardt, JRT Education Director

Jennifer Bernhardt, Education Director

**TOWN OF JONESBOROUGH  
2023-24 JRT PLAYERS EDUCATION PROGRAM**

Balance 7/1/23	\$6,061.24
<b>Revenues 3-10-30000-3669:</b>	
<b>July</b>	
Theatre Class Fees (Gross)	
Theatre Class Fees (Town portion retained 20%)	
Education Workshop	
RETURNED CHECKS	
<b>Total July</b>	\$-
<b>August</b>	
Theatre Class Fees (Gross)	\$16,275.00
Theatre Class Fees (Town portion retained 20%)	
Education Workshop	
RETURNED CHECKS	\$(100.00)
<b>Total August</b>	\$16,175.00
<b>September</b>	
Theatre Class Fees (Gross)	\$1,200.00
Theatre Class Fees (Town portion retained 20%)	
Education Workshop	
Fundraiser	
<b>Total September</b>	\$1,200.00
 <b>Total Revenues</b>	 <b>\$17,375.00</b>
 <b>Expenditures 4-10-14200-4939:</b>	
<b>July</b>	
Education Director Stipend	
5% Class Fees - Education Director	
10% Ticket fees - Education Director	\$(445.80)
JRT Player Payments	
JRT Player Marketing	
JRT Education Teacher Payments	
Camp Expense	\$-
Class Expense	
Fundraiser	
<b>Total July</b>	\$(445.80)
<b>August</b>	
Education Director Stipend	
5% Class Fees - Education Director	\$(35.00)
10% Ticket fees - Education Director	
JRT Player Payments	
JRT Player Marketing	
JRT Education Teacher Payments	\$(6,250.00)
Camp Expense	\$(86.59)
Class Expense	\$(2,197.29)
Fundraiser	
<b>Total August</b>	\$(8,568.88)
<b>September</b>	
Education Director Stipend	
5% Class Fees - Education Director	
10% Ticket fees - Education Director	
JRT Player Payments	
JRT Player Marketing	
JRT Education Teacher Payments	
Camp Expense	
Class Expense	
Fundraiser	
<b>Total September</b>	\$-
 <b>Total Expenditures</b>	 <b>\$(9,014.68)</b>
 <b>Balance of Funds</b>	 <b>\$14,421.56</b>

Reviewed and approved by Janette Gaines, JRT Education Director

\_\_\_\_\_  
Janette Gaines, Education Director

\_\_\_\_\_  
Date

**TOWN OF JONESBOROUGH  
SCHEDULE OF REVENUES & EXPENDITURES  
2023 WETLANDS WATER PARK SEASON  
01/01/2023 THROUGH 9/22/2023**

Month	Revenues	Expenditures	Monthly Income/(Loss)	YTD Income/(Loss)
January, 2023	\$ -	\$ (7,051.25)	\$ (7,051.25)	\$ (7,051.25)
February, 2023	-	(13,262.09)	(13,262.09)	(20,313.34)
March, 2023	1,175.00	(47,710.22)	(46,535.22)	(66,848.56)
April, 2023	5,760.23	(28,739.11)	(22,978.88)	(89,827.44)
May, 2023 <sup>1</sup>	15,299.93	(74,933.06)	(59,633.13)	(149,460.57)
June, 2023 <sup>2</sup>	172,294.75	(165,256.34)	7,038.41	(142,422.16)
July, 2023	220,528.69	(89,264.86)	131,263.83	(11,158.33)
August, 2023	49,254.05	(100,275.73)	(51,021.68)	(62,180.01)
September, 2023	11,149.85	(47,534.38)	(36,384.53)	(98,564.54)
October, 2023	-	-	-	-
November, 2023	-	-	-	-
December, 2023	-	-	-	-
<b>Total</b>	<b>\$ 475,462.50</b>	<b>\$ (574,027.04)</b>	<b>\$ (98,564.54)</b>	

**Adjustments (Non-recurring Items)**

**Capital Outlay:**

Camera System	11,379.70
Computer System	14,760.99
Ductwork repair and new 5 ton system	26,233.00

**Debt Payments**

Principal	32,400.00
Interest	1,189.46
<b>Total Adjustments</b>	<b>85,963.15</b>

**Adjusted Total      \$ 475,462.50    \$ (488,063.89)    \$ (12,601.39)**

<sup>1</sup>Includes \$13,849 for new lifeguard umbrellas, lounge chairs (54) and fanback chairs (48) and step ladders (4)

<sup>2</sup>Includes \$8,657 for water heaters, fryer and griddle

# Jonesborough Locally Grown

## Profit and Loss by Class

January - August, 2023

	BOONE ST MKT	FARMERS MKT	LOCALLY GROWN	TOTAL
<b>Income</b>				
Fundraising Events				\$0.00
Farm to Table Dinner Sponsors			16,000.00	\$16,000.00
Farm to Table Dinner Ticket Sales			20,267.40	\$20,267.40
Raffle Sales			196.00	\$196.00
Special Dinners/Events			3,288.77	\$3,288.77
Sponsorships		5,850.00		\$5,850.00
<b>Total Fundraising Events</b>		<b>5,850.00</b>	<b>39,752.17</b>	<b>\$45,602.17</b>
Grants				\$0.00
Build It Up Reimbursement	3,350.00	715.00		\$4,065.00
DUFB Reimbursement	692.00	580.00		\$1,272.00
FMPP (USDA)			26,035.06	\$26,035.06
NKC Reimbursement		1,115.74		\$1,115.74
Produce Prescription Redemption	340.00	335.00		\$675.00
SCBG (thru TDA)	3,002.43			\$3,002.43
TAEP (thru TDA)		1,500.00		\$1,500.00
Town of Jonesborough - Utilities	2,708.33			\$2,708.33
<b>Total Grants</b>	<b>10,092.76</b>	<b>4,245.74</b>	<b>26,035.06</b>	<b>\$40,373.56</b>
Memberships			7,981.27	\$7,981.27
Other Contributions				\$0.00
Amazon Smile			152.45	\$152.45
Credit card cash back			300.00	\$300.00
Donation - general	326.91	14.00	13,044.15	\$13,385.06
Donations - designated	400.00			\$400.00
Farm Fresh Fit Walking Program	6.00	10,007.00		\$10,013.00
Interest Earned			148.24	\$148.24
<b>Total Other Contributions</b>	<b>732.91</b>	<b>10,021.00</b>	<b>13,644.84</b>	<b>\$24,398.75</b>
Program Service Revenue				\$0.00
Local food sales	219,998.71			\$219,998.71
BSM events	571.60			\$571.60
Catering	1,850.00			\$1,850.00
Token Sales for FM		10,681.00	25.00	\$10,706.00
<b>Total Local food sales</b>	<b>222,420.31</b>	<b>10,681.00</b>	<b>25.00</b>	<b>\$233,126.31</b>
Program Fee Income				\$0.00
Vendor Fees	2,701.17	3,995.45		\$6,696.62
<b>Total Program Fee Income</b>	<b>2,701.17</b>	<b>3,995.45</b>		<b>\$6,696.62</b>
<b>Total Program Service Revenue</b>	<b>225,121.48</b>	<b>14,676.45</b>	<b>25.00</b>	<b>\$239,822.93</b>

# Jonesborough Locally Grown

## Profit and Loss by Class

January - August, 2023

	BOONE ST MKT	FARMERS MKT	LOCALLY GROWN	TOTAL
Sales of Promotional Products	881.80	2,013.00	185.00	\$3,079.80
<b>Total Income</b>	<b>\$236,828.95</b>	<b>\$36,806.19</b>	<b>\$87,623.34</b>	<b>\$361,258.48</b>
<b>GROSS PROFIT</b>	<b>\$236,828.95</b>	<b>\$36,806.19</b>	<b>\$87,623.34</b>	<b>\$361,258.48</b>
<b>Expenses</b>				
Administrative				\$0.00
Accounting Fees			1,250.00	\$1,250.00
Donor Management Software Fee/Expense			2,012.19	\$2,012.19
Insurance				\$0.00
Board of Directors Insurance (Mt. Vernon/USLI)			573.00	\$573.00
<b>Total Insurance</b>			<b>573.00</b>	<b>\$573.00</b>
Meeting expense			10.72	\$10.72
Postage, Mailing Service			23.40	\$23.40
Professional memberships			75.00	\$75.00
Taxes and License Fees				\$0.00
Annual Registration Fee	325.95		20.46	\$346.41
Business License Fee			210.00	\$210.00
Charitable Solicitation Fee			10.00	\$10.00
Sales Tax Paid	8,600.00			\$8,600.00
<b>Total Taxes and License Fees</b>	<b>8,925.95</b>		<b>240.46</b>	<b>\$9,166.41</b>
<b>Total Administrative</b>	<b>8,925.95</b>		<b>4,184.77</b>	<b>\$13,110.72</b>
cash on hand	0.00		0.00	\$0.00
Facilities and Equipment				\$0.00
Property Expense				\$0.00
Computer/printer/electronics			75.00	\$75.00
Maintenance and Repair Costs	7,192.02			\$7,192.02
<b>Total Property Expense</b>	<b>7,192.02</b>		<b>75.00</b>	<b>\$7,267.02</b>
Utilities				\$0.00
Electric	6,367.70			\$6,367.70
Gas	862.35			\$862.35
Phone/internet	919.18			\$919.18
<b>Total Utilities</b>	<b>8,149.23</b>			<b>\$8,149.23</b>
<b>Total Facilities and Equipment</b>	<b>15,341.25</b>		<b>75.00</b>	<b>\$15,416.25</b>
Operations				\$0.00
Bank and Credit Card Fees	4,623.18	331.84	10.64	\$4,965.66
Farm to Table Dinner Expenses	145.00		3,016.43	\$3,161.43
Mileage/Travel expenses	132.51	124.92	263.87	\$521.30
Musicians	150.00	900.00		\$1,050.00
Printing		268.38	326.10	\$594.48

# Jonesborough Locally Grown

## Profit and Loss by Class

January - August, 2023

	BOONE ST MKT	FARMERS MKT	LOCALLY GROWN	TOTAL
Program Expense (food)				\$0.00
Catering	57.66			\$57.66
Donation In-Kind (JAMA)			78.78	\$78.78
DTC	90,589.67			\$90,589.67
Events	1,366.30		164.01	\$1,530.31
Kitchen	10,672.86			\$10,672.86
Wholesale	69,719.05			\$69,719.05
<b>Total Program Expense (food)</b>	<b>172,405.54</b>		<b>242.79</b>	<b>\$172,648.33</b>
Program Expense (non-food)				\$0.00
Farm Fresh Fit Walking Expenses		10,523.73		\$10,523.73
Token Payments for FM		14,370.00	44.00	\$14,414.00
<b>Total Program Expense (non-food)</b>		<b>24,893.73</b>	<b>44.00</b>	<b>\$24,937.73</b>
Promotions				\$0.00
Advertising	100.00	4,050.00	1,078.52	\$5,228.52
Promotional Materials	45.00	170.00	60.00	\$275.00
Promotional Products (t-shirts, totes, cookbooks)			2,280.43	\$2,280.43
<b>Total Promotions</b>	<b>145.00</b>	<b>4,220.00</b>	<b>3,418.95</b>	<b>\$7,783.95</b>
Service Expenses				\$0.00
Dishwasher	2,655.85			\$2,655.85
Kitchen Linens	912.14			\$912.14
Pest Control	128.00			\$128.00
Shopkeep	903.00			\$903.00
Subscriptions/Shopping Memberships			104.93	\$104.93
Web hosting/services			799.90	\$799.90
<b>Total Service Expenses</b>	<b>4,598.99</b>		<b>904.83</b>	<b>\$5,503.82</b>
Special Dinner Expenses			690.36	\$690.36
Supplies	79.89	13.16		\$93.05
Cleaning Supplies	178.51			\$178.51
Food Service Consumables	3,168.18			\$3,168.18
Kitchen Supplies	127.78			\$127.78
Office Supplies	371.48		21.99	\$393.47
Paper Products	645.62			\$645.62
<b>Total Supplies</b>	<b>4,571.46</b>	<b>13.16</b>	<b>21.99</b>	<b>\$4,606.61</b>
<b>Total Operations</b>	<b>186,771.68</b>	<b>30,752.03</b>	<b>8,939.96</b>	<b>\$226,463.67</b>
Personnel Expenses				\$0.00
Employees				\$0.00
Hourly	26,025.57		19,227.24	\$45,252.81
Salaried	21,119.00			\$21,119.00
IRA match	1,560.00			\$1,560.00
<b>Total Salaried</b>	<b>22,679.00</b>			<b>\$22,679.00</b>
<b>Total Employees</b>	<b>48,704.57</b>		<b>19,227.24</b>	<b>\$67,931.81</b>



# Jonesborough Locally Grown

## Profit and Loss by Class

January - August, 2023

	BOONE ST MKT	FARMERS MKT	LOCALLY GROWN	TOTAL
Payroll Expense			19,930.66	\$19,930.66
Unemployment Tax (SUTA)			326.71	\$326.71
<b>Total Payroll Expense</b>			<b>20,257.37</b>	<b>\$20,257.37</b>
QuickBooks Direct Deposit Fee			117.25	\$117.25
Workers Comp Insurance (AccidentFund)			1,457.00	\$1,457.00
<b>Total Personnel Expenses</b>	<b>48,704.57</b>		<b>41,058.86</b>	<b>\$89,763.43</b>
<b>Total Expenses</b>	<b>\$259,743.45</b>	<b>\$30,752.03</b>	<b>\$54,258.59</b>	<b>\$344,754.07</b>
NET OPERATING INCOME	\$ -22,914.50	\$6,054.16	\$33,364.75	\$16,504.41
NET INCOME	\$ -22,914.50	\$6,054.16	\$33,364.75	\$16,504.41

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 2-a

SUBJECT: Mayor Communications – Committee Appointment

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**Historic Zoning Commission**

Appoint Nita VanTil to fill an unexpired term due to a resignation with the term expiring September 2027.

Re-appoint Rebecca Moss and Chris Bassar with both terms expiring March 2028.

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 6-A

SUBJECT: 2<sup>nd</sup> Reading – Amend Title 11, Chapter 5, Section 11-516B, Municipal Code

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**BACKGROUND:**

On July 10, 2023, the Board of Mayor and Aldermen adopted several amendments to the Municipal Code found in Title 2, Alcoholic Beverages. The amendment is to delete Section 11-516B of Title 11, Chapter 5 in its entirety and replace with a new Section 11-516B. To date, the Planning Commission has recommended approval, and the BMA has passed on first reading.

The Ordinance is attached, and I am providing a snapshot of the main section that was amended:

Current

(d) Markets, package or other stores selling retail beer; provided there is no external signage advertising beer (beverages with five percent (5%) alcohol or less) or individual varieties of beer. Note: Internal signage advertising beer or beer varieties, even signs inside glass windows facing the exterior, are permitted.

Amendment

(d) Markets, package or other stores selling retail beer; provided there is no external signage advertising beer as defined in Section 2-201 of Title 2, Chapter 2 of the municipal code or individual varieties of beer. Note: Internal signage advertising beer or beer varieties, even signs inside glass windows facing the exterior, are permitted.

**RECOMMENDATION:**

Approve the amendment to the Jonesborough Municipal Code, Title 11, Chapter 5, Planning and Zoning, Section 11-516B, as presented on second and final reading.

**ORDINANCE NO. 2023-12**

**AN ORDINANCE TO AMEND THE TOWN OF JONESBOROUGH MUNICIPAL CODE, TITLE 11, ENTITLED "PLANNING AND ZONING" BY DELETING SECTION 11-516B OF CHAPTER 5 IN ITS ENTIRETY AND REPLACING WITH A NEW SECTION 11-516B**

**SECTION 1.** BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE, that Title 11 of the Jonesborough Municipal Code, entitled "Planning and Zoning" is amended by deleting Section 11-516B of Chapter 5 in its entirety and replacing with a new Section 11-516B as follows:

11-516B. R-4A (Special Transition) Residential District. (1) It is the intent of this district to allow residential property in areas along major arterial routes, gateways into Jonesborough and especially at the intersection of what are or could be the intersections of major arterial routes, with adjacent nearby commercial properties or what the planning commission may determine to be logical locations for some future commercial activity, to be used for non-residential purposes; provided that they meet applicable standards, the residential nature and character of any existing structure housing said non-residential activity is not changed and that new construction meets the standards and guidelines established for the R-4A zone. The requirements for the district are designed to protect the essential residential, historic, and aesthetic characteristics of the area. In order to achieve the intent of the R-4A (Special Transition) Residential District, as may be shown on the zoning map of the Town of Jonesborough, Tennessee, the following uses are permitted:

(a) Any use permitted in an R-4 (Transition) Residential District, also with the exception of mobile homes and mobile home parks and warehouse structures which are expressly prohibited.

(b) Restaurants or eating establishments with more than seventy-five (75) seats that may have pick-up windows but not external menu boards and outside intercom type ordering.

(c) Markets that also sell gasoline or fuels but with no repair or service component; provided that:

(i) Detailed lighting plans are submitted with the initial site plan that shows a minimal approach to site lighting while maintaining reasonable safety standards.

(ii) Freestanding monument signs are no more than ten feet (10') in height and with a single side sign face totaling no more than seventy (70) square feet and any electronic messaging indicating gas prices only and a minimum of time between message changes of six (6) seconds with no transition time between changes. The board of zoning appeals upon consideration of the criteria established in § 11-516A(14)(i) of the R-4 zone ordinance may authorize a variance of up to twenty-five percent (25%) of the sign face square footage and height restrictions.

(iii) Building mounted signage meets the current sign ordinance standards for commercial properties.

(d) Markets, package or other stores selling retail beer; provided there is no external signage advertising beer as defined in Section 2-201 of Title 2, Chapter 2 of the municipal code or individual varieties of beer. Note: Internal signage advertising beer or beer varieties, even signs inside glass windows facing the exterior, are permitted.

(e) Shopping centers with more than three (3) business units per building and/or a building with more than a maximum of five thousand (5,000) square feet; provided that:

(i) A master plan of the entire property is submitted to the planning commission for approval showing all building locations and building sizes to be constructed initially, if in phases,

and all building locations and sizes intended with a complete build-out of the site. Any changes in the initial master plan for the property must be approved by the planning commission.

(ii) An architectural drawing of the design of the buildings showing external details and also indicating design efforts to reduce the effect of massing on the appearance of any building over five thousand (5,000) square feet, is submitted to the planning commission for approval.

(iii) The architectural drawing of each building to be constructed in the project or initial phase that is submitted meets the standards and guidelines for building in an R-4 zone, other than building size.

(iv) No individual business considered a "big box retailer," or over fifteen thousand (15,000) square feet is permitted.

(f) Unless specified otherwise above, all other uses listed in § 11-516A(13) of the R-4 zone ordinance are also prohibited in an R-4A zone.

(2) The standards and guidelines governing the design of new development and improvements to existing developments shall be the same standards and guidelines adopted for the R-4 zone. In addition, the following conditions also apply to development in an R-4A zone:

(a) Properties in an R-4A District to be used for non-residential purposes must meet the criteria established in § 11-516A(14) of the R-4 zone ordinance, with the exceptions otherwise established in this chapter including the following exceptions on setback requirements.

(i) R-4A developments that involve a master site plan including multiple buildings may request variances on setback requirements; provided that a buffering plan is indicated in the site plan and the current use of adjoining properties is identified and future use projected showing how the R-4A development will not negatively impact adjoining property owners.

(ii) The setbacks variances requested can be justified based on topography, highway or street considerations, and/or the attention given to providing functional open space and beautification.

(b) Developments within a R-4A zone that involve multiple buildings and the submittal of a master site plan, may request a separate freestanding development sign on the following conditions:

(i) The single side of the sign face is not more than one hundred (100) square feet.

(ii) The sign is a monument sign not more than twelve feet (12') in height.

(iii) The sign advertises the general name of the complex or development and not individual businesses.

(c) Developments within a R-4A zone that involve multiple buildings and the submittal of a master site plan must include within the site plan a pedestrian access plan showing the following:

(i) How pedestrians from adjoining properties can safely access the development.

(ii) How pedestrians can safely access all buildings and parking areas within the development.

(iii) The location of all sidewalks and walkways.

(iv) To what extent pedestrians can be separated from vehicular traffic within the development.

(v) Any possible connection to the town's walkway system (Lost State Scenic Walkway) where applicable.

(d) Developments within the R-4A zone that involve multiple buildings and the submittal of a master site plan must include within the site plan a detailed point or points of vehicular access to the property showing steps taken to maximize safe ingress and egress to the arterial route(s) and any connecting side streets.

(e) Developments within the R-4A zone that involve multiple buildings and the submittal of a master site plan, must also submit the following:

(i) Locations on the site plan in which landscaping will be planted or constructed.

(ii) A landscape/beautification plan showing the location of plant material, including trees, and efforts to blend the development into the natural environment.

(iii) Beautification of points of ingress and egress.

(f) The street lighting must be underground and the type of street light fixture submitted with the site plan. (as added by Ord. #2012-01, Feb. 2012)

**SECTION 2.** That this Ordinance shall become effective immediately from and after its passage as provided by law.

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

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

PASSED ON FIRST READING June 30, 2023

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 SECOND READING \_\_\_\_\_

\_\_\_\_\_  
CHUCK VEST, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 6-B

SUBJECT: 2<sup>nd</sup> Reading – Amend Title 11, Chapter 5, Section 11-517D, Municipal Code

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**BACKGROUND:**

On July 10, 2023, the Board of Mayor and Aldermen adopted several amendments to the Municipal Code found in Title 2, Alcoholic Beverages. The amendment is to delete Section 11-517D of Title 11, Chapter 5 in its entirety and replace with a new Section 11-517D. To date, the Planning Commission has recommended approval, and the BMA has passed on first reading.

The Ordinance is attached, and I am providing a snapshot of the main section that was amended:

Current

(1) These facilities are defined as follows: A facility that manufactures intoxicating liquors including alcohol, spirits, liquors, wines and every liquid or solid, patented or not, containing alcohol, spirits, liquor or wine, and capable of being consumed by human beings, but nothing in this section shall be construed or defined as including or relating to the manufacture of any beverage with alcohol content of five percent (5%) or less.

Amendment

(1) These facilities are defined as follows: A facility that manufactures intoxicating liquors including alcohol, spirits, liquors, wines and every liquid or solid, patented or not, containing alcohol, spirits, liquor or wine, and capable of being consumed by human beings.

**RECOMMENDATION:**

Approve the amendment to the Jonesborough Municipal Code, Title 11, Chapter 5, Planning and Zoning, Section 11-517D, as presented on second and final reading.



**ORDINANCE NO. 2023-13**

**AN ORDINANCE TO AMEND THE TOWN OF JONESBOROUGH MUNICIPAL CODE, TITLE 11, ENTITLED "PLANNING AND ZONING" BY DELETING SECTION 11-517D OF CHAPTER 5 IN ITS ENTIRETY AND REPLACING WITH A NEW SECTION 11-517D**

**SECTION 1.** BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE, that Title 11 of the Jonesborough Municipal Code, entitled "Planning and Zoning" is amended by deleting Section 11-517D of Chapter 5 in its entirety and replacing with a new Section 11-517D as follows:

11-517D. Distilling Company Overlay District. It is the intent of this district to provide suitable locations for the possible operation of a distilling company meeting all state and federal requirements that legally manufactures and sells intoxicating liquors within the corporate limits of the Town of Jonesborough.

(1) These facilities are defined as follows: A facility that manufactures intoxicating liquors including alcohol, spirits, liquors, wines and every liquid or solid, patented or not, containing alcohol, spirits, liquor or wine, and capable of being consumed by human beings.

(2) In order to achieve the intent of the Distilling Company Overlay District, the requirements of this overlay district are established to locate any manufacturer of intoxicating liquors in an appropriate location that is deemed suitable for such purpose; enhancing the local economy, increasing the potential of the town, while ensuring the safety and general welfare of visitors and residents.

The privilege tax payment of one thousand dollars (\$1,000.00) is established by ordinance 2014-02, March 2014 in order to be licensed with the town to engage in the manufacturing of intoxicating liquors.

(3) The DC Overlay District when approved will be shown on the zoning map of Jonesborough.

(4) The underlying properties of the overlay zone will normally be a business or manufacturing zone.

(5) The DC overlay may be within the historic district, especially when the operation is developed to accommodate tourists, and there is a retail component that can enhance the economic well-being of Jonesborough's historic downtown area.

(6) Distilling company facilities can be located in the DC overlay zone; provided:

(a) The manufacturing facility meets all state and federal requirements for the legal manufacture and sale of intoxicating liquors.

(b) The manufacturing building is five hundred feet (500') from an active church or school, as measured directly from building to building, unless in a B-2 Central Business District where this distance requirement building to building is one hundred fifty feet (150').

(c) A site plan and map is submitted to the Jonesborough Regional Planning Commission for approval providing the following information:

(i) The availability of parking.

(ii) Adequate pedestrian access.

(iii) Schematic of building showing location on property, setbacks, street access, exterior lighting, any changes impacting drainage and stormwater management and utilities.

(iv) Odor control plan.

(v) General overview of business plan including any area for retail liquor sales.

(vi) If in the historic district, approval is required from the historic zoning commission on any exterior building improvements and signage.

(d) The Jonesborough Regional Planning Commission reviews and approves the site plan and the use of the property for a distilling company manufacturing intoxicating liquors.

(e) A landscape plan must be submitted to the tree and townscape board and be approved before a regular certificate of occupancy is issued. (as added by Ord. #2014-02, March 2014)

**SECTION 2.** That this Ordinance shall become effective immediately from and after its passage as provided by law.

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

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

PASSED ON FIRST READING June 30, 2023

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 SECOND READING \_\_\_\_\_

\_\_\_\_\_  
CHUCK VEST, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-A

SUBJECT: Amendment #2 – Community Development Partners – Consulting Contract

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**BACKGROUND**

Community Development Partners, LLC (CDP) has been working with the town on several projects within our water utility system to include AMI/AMR, water transmission main, and water treatment plant. The attached Amendment #2 was submitted in May of 2023; however, it has not been fully executed. CDP representative Evan Sanders has provided a breakdown of Amendment #2 increasing their consulting contract by \$70,000 which includes their services for the easement acquisitions needed for the water transmission main project, and services related to the TDEC ARPA funding. In short, CDP services are for:

\$60,000	Admin for direct allocation of ARPA funding (original contract)
\$10,000	USDA Environmental (Amendment #1 – already approved)
\$20,000	Transmission main easement services (Amendment #2)
\$50,000	TDEC ARPA admin (Amendment #2)

All of these costs will come out of the direct allocation of ARPA funding.

All the consulting services being rendered by CDP relative to our water utility system's ongoing projects are essential to our continued positive progressive movement.

**RECOMMENDATION:**

Approve Amendment #2 in the amount of \$70,000.00 to consulting contract between Community Development Partners, LLC and Town of Jonesborough, Tennessee, as presented.

**AMENDMENT #2  
TO  
CONSULTING CONTRACT  
BETWEEN COMMUNITY DEVELOPMENT PARTNERS, LLC  
AND  
TOWN OF JONESBOROUGH, TENNESSEE**

This Consulting Contract, by and between COMMUNITY DEVELOPMENT PARTNERS, LLC and the TOWN OF JONESBOROUGH, TENNESSEE is hereby deleted in its entirety and replaced with the Consulting Contract attached hereto. For the purposes of:

**1. ARTICLE IV-COMPENSTATION AND METHOD OF PAYMENT**, this section is hereby amended to increase the total compensation from Seventy Thousand Dollars (\$70,000) to One Hundred and Forty Thousand Dollars (\$140,000).

**2. To include all applicable ARPA Terms and Conditions**

The effective date of this amendment is December 22, 2021. The other terms and conditions of this agreement not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

TOWN OF JONESBOROUGH

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

Attest: \_\_\_\_\_

COMMUNITY DEVELOPMENT PARTNERS, LLC.

By: *Eric Lamb*  
President

Attest: *[Signature]*

# CONSULTING CONTRACT

between

Community Development Partners, LLC

and

Town of Jonesborough, Tennessee

---

THIS CONSULTING CONTRACT, entered into as of this 22nd day of December, 2021 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC ("CONSULTANT") and the Town of Jonesborough, TENNESSEE ("CLIENT"). The Contract pertains to the AMERICAN RESCUE PLAN ACT (ARPA).

Whereas the CLIENT desires to engage the CONSULTANT to render professional administrative consulting services (professional services) and to advise the CLIENT on the CLIENT'S compliance with funding allocated under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (ARPA); and the CONSULTANT agrees to provide such professional advice to the CLIENT. Therefore, the CLIENT and the CONSULTANT do mutually agree as follows:

## ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE CONSULTING ASSISTANCE

The CONSULTANT shall provide professional administrative services to the CLIENT to assist the Client in complying with the ARPA, including, but not limited to, the activities described in Attachment A.

## ARTICLE II – TIME for PERFORMANCE

The services to be provided shall commence upon execution of this Contract by both parties and will remain in effect until completion and closeout of ARPA activities unless earlier terminated in writing by either party pursuant to Article V(a) or (b).

## ARTICLE III – GENERAL PROVISIONS

- a. **Personnel:** The CONSULTANT warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform these services.
- b. **Subcontracting:** No work or services covered by this Contract shall be subcontracted without the prior consent of the CLIENT. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.
- c. **Access to Materials:** The CLIENT agrees to make available to the CONSULTANT any documents, planning materials, or any other information in its possession or otherwise readily available which has a bearing on the ARPA funding for the CLIENT, at no expense to the CONSULTANT.

## ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Contract, the CLIENT agrees to pay the CONSULTANT for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE I of this Contract). Such payment shall be due upon the presentation of periodic invoices certifying such amounts are due and payable. The total amount to be paid under this section for services and costs shall be One Hundred and Forty Thousand Dollars (\$140,000).

## ARTICLE V – TERMS and CONDITIONS

- a. **Termination of Contract for Cause/Breach of Contract:** If either party fails to fulfill in a timely and proper manner its obligations under this Contract, or if a party breaches any of the covenants, agreements, or stipulations of this Contract, the non-breaching party shall thereupon have the right to terminate this Contract only if such breach is not cured within ten (10) days from receipt of written notice from the non-breaching party to the breaching party of such breach. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the *CONSULTANT* under this Contract shall, at the option of the *CLIENT*, become the *CLIENT*'s property, and the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents or material or otherwise through the date of termination.
- b. **Termination for Convenience:** The *CLIENT* or *CONSULTANT* may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days prior to the effective date of such termination. In such case, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the *CLIENT*, become *CLIENT*'S property.

If the Contract is terminated by the *CLIENT* as provided herein, the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents and materials or otherwise through the date of termination. The *CONSULTANT* shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract, that have been incurred by the *CONSULTANT* during the Contract period and are directly attributable to the uncompleted portion of the services covered by this Contract.

- c. **Changes:** The *CLIENT* may periodically request changes of the *CONSULTANT* in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the *CONSULTANT*'s compensation mutually agreed upon by and between the *CLIENT* and the *CONSULTANT*, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written Amendment to this document.
- d. **Assignability:** The *CONSULTANT* shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the *CLIENT*, provided, however, that claims for money by the *CONSULTANT* from the *CLIENT* under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the *CLIENT*.
- e. **Confidentiality:** All of the reports, information, data, etc., given to, prepared, or assembled by the *CONSULTANT* under this Contract are confidential, and the *CONSULTANT* agrees that they shall not be made available to any individual or organization without the prior written approval of the *CLIENT*, subject to applicable legal requirements.
- f. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the *CONSULTANT* in the United States or in any other country. The *CLIENT* shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

## ARTICLE VI – COMPLIANCE with APPLICABLE LAWS and REGULATIONS

- a. **Regulations:** The *CONSULTANT* shall comply with applicable laws, regulations, ordinances, and codes of the United States Government, the State of Tennessee, and local government(s) with respect to the *CONSULTANT*'s engagement as a consultant to the *CLIENT* hereunder, including those cited in this Article VI.
- b. **Audits and Inspection/Access to Records/Record Retention:** At any time during normal business hours, the *CONSULTANT* shall make records with respect to matters covered by this Contract available to the *CLIENT* for examination.  

The *CONSULTANT* shall retain all documents, papers, and records which are directly pertinent to this Contract for a period of five (5) years following completion of the contracted work and expiration of the Contract.
- c. **Title VI Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.  

The *CONSULTANT* shall be in compliance with the *CLIENT*'s Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, or activities.
- d. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.):** This act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.
- e. **Interest of Members of the *CLIENT* and Other Local Public Officials:** No officer, member, or employee of the *CLIENT*; no member of the local governing body; and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The *CLIENT* shall take appropriate steps to assure compliance.
- f. **Interest of the *CONSULTANT*:** The *CONSULTANT* covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The *CONSULTANT* further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- g. **Officials Not to Benefit:** No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- h. **Section 504 of the Rehabilitation Act of 1973, as amended:**  

The *CONSULTANT* will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The *CONSULTANT* agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The *CONSULTANT* agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.
- i. **Title II of the Americans with Disabilities Act of 1990, as amended:** This act prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments, instrumentalities, or agencies thereto.



- j. **Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater):**  
No persons in the United States, based on age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.

**ARTICLE VII – ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by the *CLIENT*, the *CONSULTANT* shall furnish additional services which are not part of the services described on Attachment A. Under this Contract, all fees and costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the *CLIENT* and the *CONSULTANT*, and written authorization from the *CLIENT* to proceed, the *CONSULTANT* will provide the additional service(s).

**ARTICLE VIII – INDEPENDENT CONTRACTOR**

*CONSULTANT* is an independent contractor of the *CLIENT*, and this Contract shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between the *CONSULTANT* and the *CLIENT* for any purpose. *CONSULTANT* shall have no authority (and shall not hold itself out as having authority) to bind the *CLIENT*.

**ARTICLE IX – MUTUAL INDEMNIFICATION**

To the extent permitted by applicable law, each party (as "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Indemnified Party arising out of any breach of representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the *CLIENT* and the *CONSULTANT* have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

Town of Jonesborough

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Community Development Partners, LLC



\_\_\_\_\_  
President

Attest:



# ATTACHMENT A

## DETAIL OF ADMINISTRATIVE CONSULTING SERVICES

**Name of Project:** the Town of Jonesborough Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (ARPA).

**Name of person or company providing services:**  
Community Development Partners, LLC.

TASKS	AMOUNT
<b>1 Planning</b>	<b>\$10,500.00</b>
A. Community and stakeholder outreach/engagement where required	
B. Review Master Plan, comprehensive plans, or other plans to identify projects or activities that may be eligible for SLFRF funding	
C. Assist with formulating goals, recommendations, and establish priority of eligible activities for ARPA expenditures based on best practices, local context, and community need	
D. Develop documentation for eligible projects, activities, and uses of funds	
E. Draft and coordinate with the Town's staff to submit initial spend plan to State of Tennessee Department of Finance & Administration (F&A)	
<b>2 Project Files/General Management</b>	<b>\$11,550.00</b>
A. Create, complete, and maintain filing system of documentation and data for use of funds	
B. Periodic maintenance/updates	
<b>3 Reporting and Monitoring</b>	<b>\$17,850.00</b>
A. Prepare and coordinate with the Town's staff to submit Performance and Financial Reports to the US Treasury	
B. Prepare and coordinate with the Town's staff to submit annual spending plan updates to State of Tennessee Department of F&A	
C. Provide monthly or periodic status report regarding use and status of funds for officials and staff	
D. Provide electronic and other communications with local, state, and federal entities	
<b>4 Equal Opportunity/Title VI</b>	<b>\$5,250.00</b>
A. Advise on Title IV compliance	
B. DBE Solicitation for competitive bid	
C. On-site poster documentation	

TASKS	AMOUNT
<b>5 Project Management</b>	<b>\$31,500.00</b>
A. Review sub-recipient, contractor, and eligibility, including suspension and debarment monitoring	
B. Coordinate with the <b>Town's</b> staff, technical consultants/engineers to formulate and review front-end bid manual	
C. Review contracts, requests for payments and other purchasing documents	
D. Collect, evaluate, and manage programmatic documents and data for each project	
E. For any construction project, assist in establishing applicable labor standards, contractor reporting requirements, and monitor contractors when applicable (does not include inspection services)	
<b>6 Financial Management</b>	<b>\$23,100.00</b>
A. Develop/create tracking system	
B. Work with the <b>Town's</b> staff to track ARPA funds	
C. Coordinate payment set up	
D. Work with the <b>Town's</b> staff to review payment request for each eligible project	
E. Periodic monitoring of expenditures	
<b>7 Audit and Closeout</b>	<b>\$5,250.00</b>
A. Work with the <b>Town's</b> staff to prepare for single audits of expenditures and work with the <b>Town's</b> auditors as needed	
B. Final Closeout/Performance Reports	
<b>GRAND TOTAL</b>	<b>\$105,000.00</b>

# ATTACHMENT A

## DETAIL OF ADMINISTRATIVE CONSULTING SERVICES

**Name of Project:** the Town of Jonesborough Water Treatment Plant and Transmission Line – Environmental Assessment

**Name of person or company providing services:**  
Community Development Partners, LLC.

TASKS	AMOUNT
<b>1 Environmental Assessment</b>	<b>\$10,000.00</b>
A. Format of Environmental Assessment	
a. Level of Detail	
b. Maps, Tables, Illustrations, Photographs	
c. EA Table of Contents	
d. Purpose and Need for Proposal	
e. Alternatives Including the Proposed Action and No Action	
f. Affected Environment	
g. Environmental Consequences	
h. Cumulative Effects	
i. Summary of Mitigation	
j. Coordination, Consultation, and Correspondence	
k. References	

## ATTACHMENT A

### DETAIL OF ADMINISTRATIVE CONSULTING SERVICES

**Name of Project:** the Town of Jonesborough Water Treatment Plant and Transmission Line – Acquisition Services

**Name of person or company providing services:**  
Community Development Partners, LLC.

TASKS	AMOUNT
<b>1 Acquisition Services</b>	<b>\$25,000.00</b>
A. Master list of easements	
a. "Documentation of Solicitation for Appraisal Services" (if applicable)	
b. "Agreement for Appraisal Services" (if applicable)	
c. Site Acquisition Report	
d. Copy of booklet <i>When a Public Agency Acquires Your Property</i>	
e. Alternative documentation or valuation for easements under \$10,000	
f. Letter from State, County or City if their right-of-way is used	
g. Individual easement/property files (as required for donation or purchase)	
i. Copy of "Preliminary Acquisition Notice" indicating that booklet was sent	
ii. Documentation "When a Public Agency Acquires Your Property" was sent	
iii. "Waiver of Rights"	
iv. "Invitation to Accompany Appraiser"	
v. Copy of appraisal (if applicable) or "Short Form for Easements"	
vi. Appraisal Report Review, if applicable	
vii. Short form for Easements, if applicable	
viii. Copy of "Statement for the Basis of Determination of Just Compensation," if applicable	
h. "Offer to Purchase" (if applicable)	
i. "Offer of Sale of Land"	
j. Documentation for any payment above the just compensation value	
k. Copy (front and back) of cancelled check indicating payment for the acquisition	
l. "Statement of Settlement Cost"	
m. Copy of "Easement Agreement" or title to property (if applicable)	
n. Documentation concerning condemnation proceedings (if applicable)	
"Notice of Intent Not to Acquire" (if applicable)	

The proposed amount identifies and includes all professional administrative services, expected costs, and expenditures that are deemed necessary to carry out those activities. Periodic invoices shall be submitted on a monthly basis. The cumulative amount invoiced shall not exceed the maximum limit established in this agreement unless otherwise amended.

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-B

SUBJECT: Participation in State Local Government Investment Pool (LGIP)

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**BACKGROUND:**

The State Treasurer operates the State Pooled Investment Fund which includes the Local Government Investment Pool (LGIP). The legislation providing for the establishment of the LGIP (Tennessee Code Annotated, Title 9, Chapter 4, Part 7) authorizes investment in the LGIP for local governments and other political subdivisions.

The Finance Director and I have discussed completing the Application and Agreement to Participate State of Tennessee Local Government Investment Pool and strategically investing funds from both the general and water funds to capture the better interest rates as compared to current local banking rates. As such, we are recommending the BMA's approval for us to submit a completed application and to begin investing into LGIP, while at the same time maintaining a strong cash on hand balance.

The plan to invest funds and to withdraw funds will require action by both the Town Administrator and Finance Director to maximize segregation of duties by adding shared responsibility to the process (investment/withdrawal).

**RECOMMENDATION:**

Approve for the Town Administrator and Finance Director to submit the Application and Agreement to Participate State of Tennessee Local Government Investment Pool, as presented.



**APPLICATION AND AGREEMENT TO PARTICIPATE  
STATE OF TENNESSEE LOCAL GOVERNMENT INVESTMENT POOL**

*Send completed application to Local Government Investment Pool, P.O. Box 198785, Nashville, TN 37219-8785.*

Date:

**MEMBERSHIP DATA**

Name of Government Unit:

Account Name:  County:

Address:  Phone:

Fax #:

**PERSONS TO CONDUCT LGIP TRANSACTIONS** *(Designate one to receive statements)*

Name (Print or Type):	Title:	Signature:
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____

**BANK WHICH WILL PROCESS TRANSFERS TO AND FROM LGIP** *(Attach deposit slip or bank letter for each account.)*

Bank Name:

Bank Address:

Bank T/R Number:

Account Number:

Name of Account:

Do you wish to authorize other LGIP accounts established by your local government to receive transfers from this account?  
 yes  no If yes, please provide a list of account numbers and names.

**NOTARIZATION**

(I/We) hereby make oath that (I/we) are authorized by the government unit named above to enter into this agreement with the Tennessee Local Government Investment Pool and to transact business therewith. The governing body accepts the terms and conditions of the LGIP as may be set forth from time to time by the State Treasurer in authorized written communication. We agree to provide prompt written notification of any change in authorized personnel.

Name (Print or Type):	Title:	Signature of Authorized Officer(s):
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; County of \_\_\_\_\_; State of Tennessee

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Date My Commission Expires

SEAL:

For LGIP Office Use Only:

Account Number Assigned \_\_\_\_\_ Date \_\_\_\_\_

## APPLICATION INSTRUCTIONS

Return this application to LGIP Office, P.O. Box 198785, Nashville, Tennessee 37219-8785. A copy should be retained for your records. Complete the lines on the application as follows:

**Date** is current date on which application is completed.

### MEMBERSHIP DATA

**Name of Government Unit** is the name of the governmental unit for which the account(s) is being opened.

**Account Name** is the name in which the governmental unit wishes the LGIP to carry its account. (This may reflect the purpose for which funds are being invested, e.g. "General Fund".)

**Address** is the mailing address to which all LGIP statements and other mailed communication is to be directed.

**County** is the name of the county in which your governmental unit is located.

**Phone** is the telephone number at which an authorized person of your unit can be reached regarding LGIP matters.

**Fax Number** is the number of the facsimile machine convenient to your operation (if applicable).

### PERSONS TO CONDUCT LGIP TRANSACTIONS

**Name, Title, and Signature** of the individuals of your unit who are designated to transact business in the LGIP. *Please indicate with an asterisk the person to whom statements should be mailed.*

### BANK WHICH WILL PROCESS TRANSFERS TO AND FROM LGIP

**Bank Name** is the bank from which you will make LGIP deposits and to which withdrawals from the LGIP will be sent.

**Bank Address** is the mailing address of the bank named above.

**Bank Transit/Routing Number** is the routing number of the bank named above.

**Account Number** is the number of your account at the bank named above.

**Name of Account** is the designated name in which the bank named above carries your account.

*Be sure to attach a deposit slip or bank letter for each bank account you will be using for LGIP transactions.*

### NOTARIZATION

**Name, Title, and Signature** of the authorized officer(s) entering into this agreement with the LGIP for the governmental unit. Officer(s) should sign application before a notary public.

**Notary Public Signature, Dates and Seal** must be completed by a notary public in order for your application to be accepted.

**NOTE:** Upon receipt and acceptance of this application by the LGIP office, you will be notified by mail of your LGIP account number. You will have to have this number in order to transact business in the LGIP and the identity of the number should be restricted to authorized personnel. *Should there be any changes to the information on this application, an Information Change Form should be completed immediately.*



## Investment Management

## Local Government Investment Pool

The Local Government Investment Pool (LGIP) presents a sound investment option for local government officials.



### Safety. Liquidity. A competitive return on investments.

The objectives of the fund are safety, liquidity, and a competitive return on investments. The LGIP is commingled with the State Pooled Investment Fund (SPIF). By commingling all of the dollars into a single investment pool, the economies of scale are formed creating a fund that is cost-effective and provides ample liquidity for all participants.

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### An opportunity for local governments to reduce the need for additional tax revenue

By creating a safe, liquid, and efficient opportunity available to all local government officials within the State of Tennessee, public-finance officials are given an option to invest taxpayer funds until they are needed, while earning the same return on investments as the State Treasurer. The LGIP provides a tool to reduce the need to create additional tax revenue.

Treasury earned more than \$55 million last year for the state and local governments that participate in the SPIF.

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### Local Government Option for American Rescue Plan Funds

As local government entities begin to receive federal dollars from the American Rescue Plan, they may want to consider depositing the funds into the Local Government Investment Pool.

[Learn More](#)

### How it works

The State Treasurer operates the State Pooled Investment Fund which includes the Local Government Investment Pool (LGIP). The legislation providing for the establishment of the LGIP (Tennessee Code Annotated, Title 9, Chapter 4, Part 7) authorizes investment in the LGIP for local governments and other political subdivisions.



## Past rates (annualized rates by month)

Month	2023	2022	2021*	2020*	2019	2018
January	4.25%	.04%	.07%	1.69%	2.36%	1.31%
February	4.51%	.08%	.05%	1.67%	2.38%	1.37%
March	4.64%	.19%	.04%	1.37%	2.40%	1.48%
April	4.71%	.37%	.02%	.85%	2.41%	1.64%
May	4.91%	.68%	.01%	.51%	2.40%	1.72%
June	5.06%	.97%	.01%	.38%	2.38%	1.79%
July	5.16%	1.38%	.02%	.17%	2.33%	1.87%
August	5.25%	1.94%	.02%	.14%	2.23%	1.91%
September		2.45%	.02%	.12%	2.14%	1.97%
October		2.95%	.03%	.11%	2.02%	2.10%
November		3.45%	.03%	.10%	1.84%	2.18%
December		3.89%	.04%	.09%	1.74%	2.26%

\* Posted rates for July 2020 through February 2021 were updated April 13, 2021. For information regarding the adjustment, view [Correction of Annualized Rates by month for the SPIF/LGIP](#)

## Apply or Manage Your Account

[Download an Application](#)

[Download a Transaction](#)

[Information Change Request](#)

[Request](#)

## Portfolio

Treasury publishes a monthly holdings report for the State Pooled Investment Fund and Local Government Investment Pool.

- [August 2023](#)
- [July 2023](#)

- [June 2023](#)
- [May 2023](#)

- [April 2023](#)
- [March 2023](#)

## SPIF Policy

The Local Government Investment Pool (LGIP) has been commingled with funds held in the State Pooled Investment Fund (SPIF). The Investment Policy of the SPIF establishes the criteria the Board determines prudent in consideration of the purposes, terms, distribution requirements and other circumstances of the SPIF and in the best interest of the participants.

[Read the Investment Policy](#)

[Download the Annual Report](#)



## Interagency Cash Flow Projection

Tennessee Interagency Cash Flow Committee was created by TCA 9-4-610 to establish, compile, and maintain an 18-month rolling cash flow projection that projects all material sources and uses of pooled investment fund cash projected to be received and expended by the state on a monthly basis.

The assumptions utilized to generate the cash flow projection follow the presentation of cash flows.

NOTE - all numbers are unaudited.



[Cash Flow Estimates](#)

[Assumptions for Cash Flow Estimates](#)

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## Intermediate Term Investment Fund

A longer-term investment option for participants of the LGIP is the Intermediate Term Investment Fund (ITIF).

[Learn about the Intermediate Term Investment Fund](#)

## Frequently Asked Questions

Click any of the following questions to view the answer.

[What is the LGIP?](#)



[How do I become a participant?](#)



[What is the account structure?](#)



[How are the funds invested?](#)



[Is the LGIP a secure investment option?](#)



[How are earnings calculated?](#)



[What is the administrative fee?](#)



[Investment Management](#)

[Contact Us](#)

[Mailing Address](#)

[Investments at a Glance](#)

[Bank Collateral Pool](#)

[Intermediate Investment Fund](#)

[Local Government Investment Pool](#)

Have questions about Investment Management? Please visit the individual funds for more information and fund-specific contact information:

[Tennessee Consolidated Retirement System](#)

[Bank Collateral Pool](#)

[Intermediate Investment Fund](#)

☎ (615) 532-8722

[Local Government Investment Pool](#)

☎ (615) 532-1163

Please visit the individual funds for mailing addresses per fund:

[Bank Collateral Pool](#)

[Intermediate Investment Fund](#)

[Local Government Investment Pool](#)

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## Tennessee Department of Treasury

Tennessee State Capitol  
600 Martin Luther King Jr. Blvd.  
Nashville, TN 37243-0125



[Careers](#)

[Request Public Records](#)

[Web, Title VI, and Public Records Policies](#)

## Recent News

TNStart gives Tennesseans \$25 to assist with college savings  
Friday, September 1, 2023 | Shelli King

Centertown becomes first Tennessee city to offer Length of Service Award Program to Volunteer Firefighters  
Monday, August 7, 2023 | Jamie Page

Tennessee Treasury (Unclaimed Property) traveling to reunite Tennesseans with missing money  
Wednesday, April 26, 2023 | Shelli King

## Related Links

[Tennessee State Government](#)

[Tennessee General Assembly](#)

[Tennessee State Comptroller](#)

[Tennessee Secretary of State](#)

[National Association of State Treasurers](#)

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-C

SUBJECT: Property Agreement for Drainage Work at 260 East Main Street

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**BACKGROUND:**

When the Street Department completed the East Main Street Sidewalk Project, there was some drainage work also completed. There was an existing culvert under East Main that drained into a pipe at 260 East Main Street. As a part of this project, additional drainage was added to this culvert. As a result, it is flooding the yard at 260 East Main Street.

This is not a surprise. Myself, Malcolm Highsmith, and Todd Wood met with the property owner, Tammy Rowe, prior to the project start and talked about this possibility. Mrs. Rowe was assured that if the project negatively impacted their property, we would make the necessary repairs.

I am attaching Todd Wood's engineering drawing to depict the repairs that need to be made to correct this problem. I have shared this with the property owners and they are fine with the recommendation.

I am also attaching an agreement that will need to be approved and signed by the Mayor and the property owner prior to completing the work, as the repair will require Town staff to be on their property to complete.

**RECOMMENDATION:**

Approve the engineer's design of repairs at 260 East Main Street, and the property agreement allowing Town staff to work on private property to make the repairs.



PROPERTY OWNER AGREEMENT FOR  
STORM WATER IMPROVEMENTS  
AT 260 EAST MAIN STREET

THIS AGREEMENT entered into the \_\_\_\_\_ day of October, 2023, between the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee (hereinafter referred to as "the Town"), and Tammy R. Rowe and Milton Andy Rowe (hereinafter, collectively, if applicable, referred to as the "Property Owner").

WHEREAS, the Property Owner are sole owners of property located at 260 East Main Street in the Town of Jonesborough, Washington County, Tennessee; and

WHEREAS, the parties wish to enter in an agreement whereby the Town will make alterations of the drainage way on 260 East Main Street in an effort to improve stormwater containment; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Jonesborough have determined that it is in the public's interest to improve the storm water drainage way at 260 East Main Street, and the Property Owner agrees with the determination; and

WHEREAS, the parties agree that the Town is entering into an arrangement to do work on private property for the benefit of the public without obligation to do so; then

IT IS THEREFORE UNDERSTOOD AND AGREED THAT:

The parties agree that the Town will perform the scope of work shown on the Plan of the Town's consulting engineer, DTWood Engineering, Inc. dated the \_\_\_\_\_ day of September, 2023, and attached as Exhibit A.

The parties agree that the Town of Jonesborough is granted authority to enter on to the property of the Property Owner to complete the work as outlined in the above referenced Plan and the Exhibit to this agreement, and the Town of Jonesborough agrees to restore the property with respect to grading and seeding to its current condition and to minimize the effect of the construction to the extent possible.

The parties agree that the Town will be responsible for the labor and material costs of any improvements made on the property of the Property Owner. The parties acknowledge that each has been afforded the opportunity to review the Plan referenced above as "Exhibit A" and understand the scope and nature of the work outlined therein, and have additionally had the opportunity to have an engineer or other expert of their choosing, review the property if they so desire, and therefore agree to release and hold-harmless the Town of Jonesborough and DTWood Engineering, Inc. for the design of the improvements to these properties throughout the subdivision and the resulting changes to stormwater runoff.

The parties acknowledge and agree that the improvements agreed to herein may not resolve all stormwater issues associated with the East Main Street sidewalk and drainage project, and that the improvements are designed to make the situation at the above referenced property better, but not necessary prevent any additional problems. The parties agree that the Town and DTWood Engineering, Inc. make no representations or warranties with respect to the design construction or operation of the improvements discussed herein.

The parties acknowledge that the Town of Jonesborough is offering to conduct this work on private property as a general benefit to the welfare of the surrounding neighborhood within the corporate limits of the Town of Jonesborough, and that the Town of Jonesborough has no legal responsibility for undertaking such improvement and therefore, the parties agree to release and hold-harmless the Town of Jonesborough and DTWood Engineering, Inc. for any and all claims related to the operation and use of the improvements outlined in the Plan and on "Exhibit A" to this agreement, to the extent they are implemented according to the Plan and "Exhibit A" to this agreement whether those improvements are located on the property of the Property Owner or otherwise.

The parties agree that employees, contractors or other laborers working on these improvements will remain at all times employees of the Town of Jonesborough and the Town of Jonesborough shall provide workers' compensation coverage for all such persons, or required proof of such coverage from any contractor.

The Property Owner agrees to execute an easement for any catch basin, or tile that is constructed by the Town on property of the Property Owner to allow for reasonable access for the construction and maintenance of the improvements associated with this agreement.



The parties specifically agree that all obligations and rights granted hereunder shall run with the land and that their heirs, agents or assigns shall be bound by this agreement

IN WITNESS whereeto, the parties affix their signatures on the date set forth above.

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**PROPERTY OWNER**

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**PROPERTY OWNER**

**STATE OF TENNESSEE**

**COUNTY OF WASHINGTON**

**PERSONALLY** appeared before me, a Notary Public in and for the State and County aforesaid, with whom I am personally acquainted (or who proved his identity to me on the basis of satisfactory evidence), and who acknowledged that he executed this instrument for the purposes therein contained, and as he free act and deed.

**WITNESS** my hand at office in the State and County aforesaid, this, the \_\_\_\_\_  
Day of \_\_\_\_\_, 2023.

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**NOTARY PUBLIC**

My Commission Expires:

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**BOARD OF MAYOR AND ALDERMEN  
OF JONESBOROUGH, TENNESSEE**

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

**CHUCK VEST, Mayor**

**ATTEST:**

\_\_\_\_\_  
**JANET JENNINGS, Town Recorder**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JAMES R. WHEELER, Town Attorney**

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-D

SUBJECT: Resolution Authorizing General Obligation Bond – K-8 School Project

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**BACKGROUND:**

As the new Jonesborough K-8 School Project enters into its final stages of completion, we continue to fund the project through Bond Anticipation Notes, or interim financing. The town is working with USDA Rural Development to issue their Bonds on the majority of the project so as to reduce interest rate costs from the overall interim financing of the initial \$32,750,000. The additional \$10,000,000 in financing is the subject matter of the agenda item. As the project is getting closer to completion, the \$10,000,000 will need to be extended for a short-term until we complete the project.

As such, it is advantageous to the Town of Jonesborough to extend and renew the Series 2022 Note through the issuance of that certain not to exceed \$10,000,000 General Obligation Bond Anticipation Extension Note, Series 2023 (the "Series 2023 Extension Note"). Adams and Reese Bond Counsel Cindy Barnett prepared the resolution for adoption.

**RECOMMENDATION:**

Approve the Town of Jonesborough to extend and renew the Series 2022 Note through the issuance of that certain not to exceed \$10,000,000 General Obligation Bond Anticipation Extension Note, Series 2023 (the "Series 2023 Extension Note"), as presented.

**RESOLUTION NO. 2023-16**

RESOLUTION AUTHORIZING THE ISSUANCE, AND PROVIDING DETAILS, OF A GENERAL OBLIGATION BOND ANTICIPATION EXTENSION NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000; AUTHORIZING THE SALE THEREOF; AND, PROVIDING FOR THE PAYMENT OF SUCH NOTE

WHEREAS, the Town of Jonesborough, Washington County, Tennessee (the "Municipality"), is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bonds for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, renovation and equipping of public buildings within the Municipality, including a public school and related athletic and parking facilities; the acquisition of all property real and personal appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above projects; to pay capitalized interest (collectively, the "Project"); and to pay costs incident to the financing thereof;

WHEREAS, the Board of Mayor and Aldermen of the Municipality (the "Board"), adopted an "Initial Resolution Authorizing the Issuance of a Not to Exceed \$10,000,000 General Obligation Bond of the Town of Jonesborough, Tennessee, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto" (the "Initial Resolution"), authorizing and directing, among other things, the issuance by the Municipality of its general obligation bond (the "Bond"), for the purpose of financing the costs of such Project and the costs incident to the financing thereof;

WHEREAS, the Initial Resolution authorized payment of the principal of, and interest on, the Bond from funds of the Municipality legally available therefore and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount;

WHEREAS, the Town Recorder published a copy of the Initial Resolution in a newspaper of general circulation within the Municipality;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bond anticipation notes, in one or more series, for the purpose of providing funds to finance the Project in anticipation of the issuance and sale of the Bond;

WHEREAS, on April 16, 2022, the Board adopted Resolution No. 2022-06, authorizing the issuance of a general obligation bond anticipation note in the aggregate principal amount of not to exceed \$10,000,000;

WHEREAS, on May 20, 2022, the Municipality, pursuant to Resolution No. 2022-06, issued its \$10,000,000 General Obligation Bond Anticipation Note, Series 2022 (the "Series 2022 Note");

WHEREAS, the Board finds that it is advantageous to the Municipality to extend and renew the Series 2022 Note through the issuance of that certain not to exceed \$10,000,000 General Obligation Bond Anticipation Extension Note, Series 2023 (the "Series 2023 Extension Note" or the "Note"); and

WHEREAS, it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE, AS FOLLOWS:

Section 1. Authorization. For the purpose of providing funds to renew and extend the Series 2022 Note, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, interest bearing general obligation bond anticipation extension notes, in one or more series, of the Municipality, in the aggregate principal amount of not to exceed \$10,000,000.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Advance" means the principal amount of the Notes advanced by the purchaser from time to time.

"Authorized Representative of the Municipality" means the then Mayor or the then Town Recorder of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

"Board" means the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee.

"Bond" or "Bonds" means the not to exceed \$10,000,000 General Obligation Bond of the Municipality authorized by the Initial Resolution of the Board.

"Bond Counsel" means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

“Closing Date” means the date of delivery and payment of each Note (or any temporary Note as authorized by Section 11 hereof pending the preparation and delivery of the definitive Note).

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Notes.

“Interest Payment Date” means each date on which interest shall be payable on each Note, according to its terms so long as such Note shall be Outstanding.

“Mayor” means the duly elected, qualified and acting Mayor of the Municipality, and his or her successors.

“Municipality” means the Town of Jonesborough, Tennessee.

“Note” or “Notes” means, individually or collectively as the context dictates, the Series 2023 Extension Note.

“Outstanding,” “Notes Outstanding,” or “Outstanding Notes” means, as of a particular date, all Notes issued and delivered under this Resolution except: (1) any Note paid or redeemed or otherwise canceled by the Municipality at or before such date; (2) any Note for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the Municipality for the benefit of the Owner thereof; (3) any Note in lieu of or in substitution for which another Note shall have been delivered pursuant to this Resolution, unless proof satisfactory to the Municipality is presented that any Note, for which a Note in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Note in lieu of or in substitution for which a new Note has been delivered and such new Note so delivered therefor shall be deemed Outstanding; and, (4) any Note deemed paid pursuant to a refunding which has not concurrently been called for redemption except that any such Note shall be considered Outstanding until the maturity thereof only for the purposes of being exchanged, transferred, or registered.

“Owner,” “Noteholder”, or any similar term, when used with reference to the Notes, means any Person who shall be the registered owner of any then Outstanding Note or Notes.

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Prior Note” means the Series 2022 Note.

“Registration Agent” means the then Town Recorder of the Municipality acting by and on behalf of the Municipality.

“Resolution” means this Resolution, as supplemented and amended.

“Series 2022 Note” means the Municipality’s \$10,000,000 General Obligation Bond Anticipation Note, Series 2022.

“Series 2023 Extension Note” means the Municipality’s General Obligation Bond Anticipation Extension Note, Series 2023, in the aggregate principal amount of not to exceed \$10,000,000 authorized by this Resolution of the Board.

“State” means the State of Tennessee.

“Town Recorder” means the duly appointed, qualified and acting Town Recorder of the Municipality, and his or her successors.

Section 3. Terms and Provisions of the Notes. Said Series 2023 Extension Note shall be designated “General Obligation Bond Anticipation Extension Note, Series 2023.” The Series 2023 Extension Note shall be dated as of its date of original issuance and delivery, and shall be issued as a draw-down obligation; shall bear interest on the principal advanced thereunder at a rate not to exceed the maximum rate per annum allowed by law; shall be of such denomination and contain such terms, conditions, and provisions, other than as expressly provided or limited herein, as may be agreed upon by the Mayor of the Municipality and the purchaser of such Series 2023 Extension Note; and, shall mature not later than November 1, 2025, upon delivery of the Bond, or upon prepayment, whichever shall be earlier. The Series 2023 Extension Note shall be fully registered as to principal and interest and shall be numbered R-1.

Section 4. Redemption. Each Note shall be subject to redemption prior to maturity at the option of the Municipality, at any time, as a whole or in part, in integral multiples of Five Thousand Dollars (\$5,000), at the par value thereof plus accrued interest to the redemption date. Ten (10) days’ written notice of intended redemption shall be given to the registered owners, but the registered owner of such Note may waive such notice.

Section 5. Form of Notes; Execution. (a) Each Note is issuable only as a fully registered note, without coupons, in minimum denominations of Five Thousand Dollars (\$5,000). The Series 2023 Extension Note issued under this Resolution shall be substantially in the form set forth on Exhibit “A” attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when each Note is prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality.

(b) Each Note shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Town Recorder, and with the

official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon. Each Note shall not be valid for any purpose unless authenticated by the manual signature of the Registration Agent on the certificate set forth on such Note.

(c) In the event any officer whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the delivery of such Note, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Each Note may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Note, were the proper officers of the Municipality to sign such Note, although on the respective dates of the adoption by the Municipality of the Initial Resolution or this Resolution, such individuals may not have been such officers.

Section 6. Negotiability of Notes. Each Note issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in such Note.

Section 7. Registration Books and Registration Agent. The Municipality hereby designates the Town Recorder of the Municipality, acting by and on behalf of the Municipality, as note registrar (the "Registration Agent") with respect to each of the Notes and authorizes the Registration Agent so long as such Note shall remain Outstanding, to maintain at the principal office of the Registration Agent, books for the registration and transfer of such Note on behalf of the Municipality. The Registration Agent shall register in such books and permit to be transferred thereon, under such reasonable regulations as it may prescribe, the Note entitled to registration or transfer and to authenticate and deliver the Note either at original issuance, upon transfer, or as otherwise directed by the Municipality. The Registration Agent is authorized to make all payments of principal and interest with respect to the Notes.

Section 8. Exchange of Notes. Each Note upon surrender thereof at the principal office of the Registration Agent, together with an assignment of such Note duly executed by the Owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Note of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Note surrendered for exchange.

Section 9. Transfer of Notes. (a) Each Note shall be transferable only on the registration books maintained by the Registration Agent at the principal office of the Registration Agent, upon the surrender for cancellation thereof at the principal office of the Registration Agent, together with an assignment of such Note duly executed by the Owner thereof or his, her, or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of the Note, the Registration Agent shall, in exchange for the surrendered Note, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such



surrendered Note, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

(b) The Municipality and the Registration Agent may deem and treat the Person in whose name a Note shall be registered upon the registration books maintained by the Registration Agent as the absolute owner thereof, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and the interest on, such Note and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Registration Agent upon such Note to the extent of the sum or sums so paid. Neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

Section 10. Regulations with Respect to Exchanges and Transfers. (a) In all cases in which the privilege of exchanging or transferring Notes is exercised, the Municipality shall execute, and the Registration Agent shall deliver, Notes in accordance with the provisions of this Resolution. For every exchange or transfer of Notes, whether temporary or definitive, the Municipality may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(b) Neither the Municipality nor the Registration Agent shall be obligated to exchange or transfer any Note during the fifteen (15) calendar days next preceding the maturity thereof or any call for redemption.

Section 11. Mutilated, Lost, Stolen, or Destroyed Note. (a) In the event a Note is mutilated, lost, stolen, or destroyed, the Municipality may execute, and the Registration Agent shall deliver, a new Note of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Note is a replacement Note) as the mutilated, destroyed, lost, or stolen Note, in exchange for the mutilated Note or in substitution for the Note so destroyed, lost, or stolen. In every case of exchange or substitution, the Noteholder shall furnish to the Municipality: (1) such security or indemnity as may be required by an Authorized Representative of the Municipality to hold the Municipality harmless from all risks, however remote; and, (2) evidence satisfactory to an Authorized Representative of the Municipality of the mutilation, destruction, loss, or theft of the subject Note and the ownership thereof. Upon the issuance of any Note upon such exchange or substitution, the Municipality may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the Municipality. In the event any Note which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the Municipality may, instead of issuing a Note in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) if the Owner thereof shall pay all costs and expenses, including attorneys fees, incurred by the Municipality in connection therewith, as

well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the Municipality such security or indemnity as an Authorized Representative of the Municipality may require to save the Municipality harmless and evidence to the satisfaction of an Authorized Representative of the Municipality of the mutilation, destruction, loss, or theft of such Note and of the ownership thereof.

(b) Every Note issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the Municipality (whether or not the destroyed, lost, or stolen Note shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Notes duly issued under such Resolution.

(c) Each Note shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Note, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 12. Authentication. Only if a Note shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Registration Agent with respect to the Series 2023 Extension Note or substantially in the form set forth in Exhibit "B" hereto duly executed by the Registration Agent with respect to the Series 2023 Extension Note, shall it be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Registration Agent. Such executed certificate of authentication by the Registration Agent upon a Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution as of the date of authentication.

Section 13. Source of Payment; Security. The Notes, including the principal thereof and the interest thereon, is payable from funds of the Municipality legally available therefore and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes the full faith and credit of the Municipality is hereby irrevocably pledged. The Notes shall additionally be payable from, but not secured by, lease payments received by the Municipality under that certain Building Lease Agreement dated as of November 13, 2019, by and between the Municipality and Washington County, Tennessee, as amended and restated on October 20, 2020, as further amended.

Section 14. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without

limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. All such taxes levied and collected with respect to the Series 2023 Extension Note shall be deposited in a special fund to be designated "Bond Anticipation Extension Note, Series 2023 Note Fund" (the "Series 2023 Extension Note Fund") and used solely for the payment of principal and interest on the Series 2023 Extension Note as the same shall become due.

Section 15. Sale of Notes. The Notes shall be sold at a private negotiated sale in accordance with the terms of this Resolution as determined by the Mayor and Town Recorder of the Municipality. The Mayor and the Town Recorder are authorized to cause the Notes to be authenticated and delivered to the successful purchaser or purchasers as the case may be, and to execute, publish, and deliver all certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Notes.

Section 16. Disposition of Note Proceeds. The proceeds advanced from the sale of the Series 2023 Extension Note from time to time shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof, to be deposited in the special fund previously authorized by Resolution No. 2022-06 known as the "Bond Anticipation Note, Series 2022 Construction Fund" (referred to herein as the "Construction Fund"). Monies in the Construction Fund shall be kept separate and apart from all other funds of the Municipality, shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any and may be invested in accordance with State law. Monies in the Construction Fund shall be expended only for the purposes authorized by this Resolution.

Section 17. Covenants. The Municipality covenants that, while the Notes remain outstanding and unpaid, it will:

- (i) use its best efforts to provide permanent financing for the Project and the purposes authorized herein and issue the Bond as soon as the Municipality determines that it is practicable and in the best interest of the Municipality so to do;
- (ii) maintain its existence; and,
- (iii) duly and punctually pay or cause to be paid, as herein provided the principal installments or redemption price of each Note and the interest thereon, at the dates and places and in the manner stated herein and faithfully and punctually perform all duties required by the Constitution and laws of the State and the Act, including the making and collecting of taxes in an amount at least sufficient to pay principal of and interest on each Note.

Section 18. Mandatory Redemption of Notes. Contemporaneously with the issuance and sale of the Bond, each Note then outstanding, even though it may have not have matured, shall be paid, both principal and interest to date of payment, and the Note or Notes shall thereupon be surrendered by the registered owners thereof and cancelled. The Registration Agent shall give the registered owner of the Note not less than ten (10) days written notice of the contemplated date of delivery of the Bond and retirement of such Note by mail, addressed to the registered owner of the Note at his, her, or its address as shown on the registration books of the Registration Agent; provided, that any such registered owner may waive such notice.

Section 19. Remedies of Noteholders. (a) Except as herein expressly limited, the Owner or Owners of each Note shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State and of the United States of America for the enforcement of payment of the Note, and of the pledge of the funds hereunder, and of all covenants of the Municipality hereunder.

(b) Upon the occurrence of an event of default in the payment of principal or interest, the Owners of not less than twenty-five percent (25%) in principal amount of each Note outstanding may exercise any one or more of the following remedies either singly or in combination with each other:

- (i) either at law or in equity, by suit, action, mandamus, or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this Resolution; or,
- (ii) take any other action permitted by law, the Act, or this Resolution.

Section 20. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of each Note that so long as the principal of the Note remains unpaid, monies on deposit in any fund or account in connection with such Note, whether or not from any other source, will not be used in a manner which will cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such moneys permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Note subject to inclusion in gross income of the Owners thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code and the Regulations to pay Rebatale Arbitrage pursuant to the Code and the Regulations to the United States Government it will make such payments as and when required by

said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Note from becoming subject to inclusion in federal gross income of the Owners of the Note for federal income tax purposes. The Municipality further covenants that it will not take any action that will cause the interest on the Note to be subject to inclusion in gross income of the Owners thereof for federal income tax purposes under Sections 103 and 141 through 150 of the Code.

Section 21. Annual Budget. The Municipality shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 22. Amendments. After the issuance of each Note, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Noteholders shall be made in any manner, until such time as all of the principal of and interest on such Note shall have been paid in full unless the consent of all of the Owners of all then Outstanding Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of Noteholders. The laws of the State of Tennessee shall govern this Resolution.

Section 23. Failure to Present Note. (a) In the event a Note shall not be presented for payment when the principal of, and interest on, such Note becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Municipality for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Municipality shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note.

(b) If a Note shall not be presented for payment within a period of five (5) years following the date when such Note becomes due, such Note shall (subject to the provisions of any applicable escheat or other similar law and subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the Municipality.

Section 24. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of the Notes shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which municipal corporations similar to the Municipality are authorized by law to close, then the payment of the interest on, or the principal of such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which municipal corporations similar to the Municipality are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 25. No Action to be Taken Affecting Validity of the Notes. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity

of the Notes or limit the rights and remedies of the Owners from time to time of such Notes or affect the exclusion of interest thereon from the gross income of the holders thereof for federal income tax purposes.

Section 26. Miscellaneous Acts. The Mayor, the Town Recorder, the Town Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to arbitrage certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Notes.

Section 27. Engagement of Bond Counsel and Placement Agent. The Board hereby approves the engagement of Adams and Reese LLP to serve as bond counsel with respect to the issuance of the Bond and the Notes and Raymond James & Associates, Inc. to serve as placement agent with respect to the issuance of the Notes.

Section 28. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in the Initial Resolution or this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or on the Initial Resolution or this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 29. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 30. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 31. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.



Approved and adopted this 16th day of October, 2023.

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MAYOR

Attest:

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TOWN RECORDER



STATE OF TENNESSEE)  
COUNTY OF WASHINGTON)

I, Janet Jennings, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Jonesborough, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on October 16, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization of the issuance of a not to exceed \$10,000,000 General Obligation Bond Anticipation Extension Note, Series 2023, of said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of October, 2023.

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TOWN RECORDER

(SEAL)

EXHIBIT "A"  
FORM OF SERIES 2023 EXTENSION NOTE

Registered  
No. R-1

Registered  
\$10,000,000

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WASHINGTON  
TOWN OF JONESBOROUGH  
GENERAL OBLIGATION BOND ANTICIPATION EXTENSION NOTE,  
SERIES 2023

Interest Rate:  
\_\_\_\_\_ %

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount: TEN MILLION DOLLARS (\$10,000,000)

THE TOWN OF JONESBOROUGH, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation located in Washington County, Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the principal office of the Town Recorder, Town Hall, Jonesborough, Tennessee (the "Registration Agent"), the Principal Amount identified above, and to pay interest from the date hereof on said Principal Amount as advanced from time to time, or such later date as to which interest has been paid, to the Maturity Date, such interest being due and payable on the Maturity Date at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such

excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This note is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except as otherwise provided in said Code.

This note is known as "General Obligation Bond Anticipation Extension Note, Series 2023" (the "Note"), issued by the Municipality in the aggregate principal amount of not to exceed \$10,000,000. The Note, which is issued for the purpose of renewing and extending the outstanding principal of that certain not to exceed \$10,000,000 General Obligation Bond Anticipation Note, Series 2022, dated May 20, 2022, the proceeds thereof have been or will be used by the Municipality for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, renovation and equipping of public buildings within the Municipality, including a public school and related athletic and parking facilities; the acquisition of all property real and personal appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above projects; and to pay capitalized interest (collectively, the "Project"); and to pay costs incident to the issuance and sale of the Note, is authorized by appropriate resolutions of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen, adopted on April 26, 2022, entitled "Initial Resolution Authorizing the Issuance of a Not to Exceed \$10,000,000 General Obligation Bond of the Town of Jonesborough, Tennessee, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto," and that certain Resolution, adopted on October 16, 2023, entitled "Resolution Authorizing the Issuance, and Providing Details, of a General Obligation Bond Anticipation Extension Note in the Aggregate Principal Amount of Not to Exceed \$10,000,000; Authorizing the Sale Thereof; and, Providing for the Payment of Such Note," as such resolutions may be from time to time amended or supplemented in accordance with their terms (such resolutions as so amended or supplemented, being herein called collectively, the "Resolution"), and is issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the Town Recorder of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Note is issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note is payable from the proceeds of the General Obligation Bond of the Municipality in anticipation of which it is issued. This note, including the principal hereof and the interest hereon, is payable from funds of the Municipality legally available therefore and the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. This note shall be a direct general

obligation of the Municipality, for which the punctual payment of the principal of and interest on this note the full faith and credit of the Municipality has been irrevocably pledged. This note shall additionally be payable from, but not secured by, lease payments received by the Municipality under that certain Building Lease Agreement dated as of November 13, 2019, by and between the Municipality and Washington County, Tennessee, as amended and restated on October 20, 2020, as further amended.

This note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the principal office of the Registration Agent, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute and the Registration Agent shall authenticate and deliver in exchange for this note a new fully registered note or notes, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Registration Agent may deem and treat the person or entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on, this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

The Note is issuable only as a fully registered Note, without coupons, in minimum denominations of \$5,000. At the principal office of the Registration Agent, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, a fully registered Note may be exchanged for an equal aggregate principal amount of a fully registered Note of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemption prior to maturity at the option of the Municipality, at any time, as a whole or in part, in integral multiples of \$5,000, at the par value thereof plus accrued interest to the redemption date. Ten (10) days written notice of intended redemption shall be given to the Registered Owners, but the Registered Owner of any note may waive such notice.

This note shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required

by the Constitution and statutes of the State of Tennessee, and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE TOWN OF JONESBOROUGH, TENNESSEE, by its Board of Aldermen has caused this note to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Town Recorder, to have its official seal, or a facsimile thereof, to be impressed or imprinted hereon, all as of \_\_\_\_\_.

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This Note is described in the provisions of the within mentioned Resolution and is the General Obligation Bond Anticipation Extension Note, Series 2023, of the Town of Jonesborough, Tennessee.

By: \_\_\_\_\_  
Town Recorder, as Registration Agent

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Please type or print name, address, and social security number or other identifying number of Assignee)

the within note and does hereby irrevocably constitute and appoint

\_\_\_\_\_, Attorney, to transfer the same note on the books

kept for registration hereby with full power of substitution in the premises.

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

SIGNATURE GUARANTEED:

SIGNATURE:

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.



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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-E

SUBJECT: Initial Resolution Authorizing General Obligation Bond – Jackson Theatre

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**BACKGROUND:**

The General Obligation Bond Initial Resolution is a second resolution needing BMA approval associated with borrowing the additional \$1,200,000 to complete the final elements of the Jackson Theatre Project, and in particular the staging, such as lighting, sound, rigging, and other finishing components in order to provide for a myriad of performances and other activities in the facility. The previous resolution passed by the BMA in August 2023 authorized a Bond Anticipation Note (BAN), interim financing, to complete the project. Both resolutions are part of the overall plan for once the project is complete, USDA Rural Development (RD) will assume the debt and the town will be obligated to pay off said debt to RD.

As a reminder, the BAN or interim financing through Bank of Tennessee was a competitive rate of 2.99%.

**RECOMMENDATION:**

Approve the Initial Resolution authorizing the issuance of a not to exceed \$1,200,000 General Obligation Bond to complete the Jackson Theatre Project, as presented.

## RESOLUTION NO. 2023-17

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$1,200,000 GENERAL OBLIGATION BOND OF THE TOWN OF JONESBOROUGH, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of the Town of Jonesborough, Tennessee (the "Municipality"), to issue its General Obligation Bond (the "Bond"), for the purpose of financing certain public works projects, as hereinafter specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE:

SECTION 1. That for the purpose of financing a portion of the costs of certain public works projects, consisting of the construction, improvement, renovation and equipping of a public building known as the Jackson Theatre; the acquisition of all property real and personal, appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above project; and to pay costs incident to the issuance and sale of the Bond, the issuance of the Bond of the Municipality in the aggregate principal amount of not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000) is hereby authorized. The Bond shall be issued at a date, at a rate or rates of interest not to exceed the maximum rate allowed by law, and upon terms and conditions to be later determined.

SECTION 2. That the principal of, premium, if any, and interest on, the Bond, shall be payable from funds of the Municipality legally available therefor, and to the extent necessary, from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Bond, the full faith and credit of the Municipality will be irrevocably pledged.

SECTION 3. That the Bond described and authorized by this Resolution shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act").

SECTION 4. That after the adoption of this Resolution, the Town Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. That this Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 16th day of October.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the Town of Jonesborough, Tennessee, shall have been filed with the Town Recorder protesting the issuance of the Bond, such Bond will be issued as proposed.

STATE OF TENNESSEE            )

COUNTY OF WASHINGTON        )

I, Janet Jennings, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Jonesborough, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of an Initial Resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen of said Municipality held on October 16, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of a not to exceed \$1,200,000 General Obligation Bond of said Municipality; (4) that the actions by the said Board of Mayor and Aldermen including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board of Mayor and Aldermen was present and acting throughout the meeting.

WITNESS my official signature and seal of said Municipality this 16th day of October, 2023.

(SEAL)

\_\_\_\_\_  
TOWN RECORDER

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-F

SUBJECT: Resolution Authorizing Issuance General Obligation Bond – Jackson Theatre

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**BACKGROUND:**

As the Jackson Theatre Project enters into its final stages of completion, we continue to fund the project through Bond Anticipation Notes, or interim financing. The town is working with USDA Rural Development to issue their Bond on the \$2,832,100, however the note is due with First Horizon who we have the interim financing with. USDA General Counsel does have the \$2,832,100 bond issuance under review but has not provided us a definite date for closing. As such, the Finance Director and I believe it to be in the best interest of the BMA to approve the bond extension on the \$2,832,100 so that we have a plan in place in addressing the interim financing as needed.

As such, it is advantageous to the Town of Jonesborough to extend and renew the Series 2021 Note through the issuance of that certain not to exceed \$2,832,100 General Obligation Bond Anticipation Extension Note, Series 2023 (the "Series 2023 Extension Note"). Adams and Reese Bond Counsel Cindy Barnett prepared the resolution for adoption.

**RECOMMENDATION:**

Approve the Town of Jonesborough to extend and renew the Series 2021 Note through the issuance of that certain not to exceed \$2,832,100 General Obligation Bond Anticipation Extension Note, Series 2023 (the "Series 2023 Extension Note"), as presented.

**RESOLUTION NO. 2023-18**

RESOLUTION AUTHORIZING THE ISSUANCE, AND PROVIDING DETAILS, OF A GENERAL OBLIGATION BOND ANTICIPATION EXTENSION NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,832,100; AUTHORIZING THE SALE THEREOF; AND, PROVIDING FOR THE PAYMENT OF SUCH NOTE

WHEREAS, the Town of Jonesborough, Washington County, Tennessee (the "Municipality"), is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bonds for the purpose of financing a portion of the costs of certain public works projects, consisting of the construction, improvement, renovation and equipping of a public building known as the Jackson Theatre; the acquisition of all property real and personal appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above projects; to pay capitalized interest (collectively, the "Project"); and to pay costs incident to the financing thereof;

WHEREAS, the Board of Mayor and Aldermen of the Municipality (the "Board"), adopted an "Initial Resolution Authorizing the Issuance of a Not to Exceed \$2,832,100 General Obligation Bond of the Town of Jonesborough, Tennessee, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto" (the "Initial Resolution"), authorizing and directing, among other things, the issuance by the Municipality of its general obligation bond (the "Bond"), for the purpose of financing the costs of such Project and the costs incident to the financing thereof;

WHEREAS, the Initial Resolution authorized payment of the principal of, and interest on, the Bond from funds of the Municipality legally available therefore and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount;

WHEREAS, the Town Recorder published a copy of the Initial Resolution in a newspaper of general circulation within the Municipality;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bond anticipation notes, in one or more series, for the purpose of providing funds to finance the Project in anticipation of the issuance and sale of the Bond;

WHEREAS, on September 13, 2021, the Board adopted Resolution No. 2021-11, authorizing the issuance of a general obligation bond anticipation note in the aggregate principal amount of not to exceed \$2,832,100;

WHEREAS, on October 18, 2021, the Municipality, pursuant to Resolution No. 2021-11, issued its \$2,832,100 General Obligation Bond Anticipation Note, Series 2021 (the "Series 2021 Note");

WHEREAS, the Board finds that it is advantageous to the Municipality to extend and renew the Series 2021 Note through the issuance of that certain not to exceed \$2,832,100 General Obligation Bond Anticipation Extension Note, Series 2023 (the "Series 2023 Extension Note" or "Note"); and

WHEREAS, it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of the Series 2023 Extension Note.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE, AS FOLLOWS:

Section 1. Authorization. For the purpose of providing funds to renew and extend the Series 2021 Note, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, interest bearing general obligation bond anticipation extension notes, in one or more series, of the Municipality, in the aggregate principal amount of not to exceed \$2,832,100.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Advance" means the principal amount of the Notes advanced by the purchaser from time to time.

"Authorized Representative of the Municipality" means the then Mayor or the then Town Recorder of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

"Board" means the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee.

"Bond" or "Bonds" means the not to exceed \$2,832,100 General Obligation Bond of the Municipality authorized by the Initial Resolution of the Board.

"Bond Counsel" means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

“Closing Date” means the date of delivery and payment of each Note (or any temporary Note as authorized by Section 11 hereof pending the preparation and delivery of the definitive Note).

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Notes.

“Interest Payment Date” means each date on which interest shall be payable on each Note, according to its terms so long as such Note shall be Outstanding.

“Mayor” means the duly elected, qualified and acting Mayor of the Municipality, and his or her successors.

“Municipality” means the Town of Jonesborough, Tennessee.

“Note” or “Notes” means, individually or collectively as the context dictates, the Series 2023 Extension Note.

“Outstanding,” “Notes Outstanding,” or “Outstanding Notes” means, as of a particular date, all Notes issued and delivered under this Resolution except: (1) any Note paid or redeemed or otherwise canceled by the Municipality at or before such date; (2) any Note for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the Municipality for the benefit of the Owner thereof; (3) any Note in lieu of or in substitution for which another Note shall have been delivered pursuant to this Resolution, unless proof satisfactory to the Municipality is presented that any Note, for which a Note in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Note in lieu of or in substitution for which a new Note has been delivered and such new Note so delivered therefor shall be deemed Outstanding; and, (4) any Note deemed paid pursuant to a refunding which has not concurrently been called for redemption except that any such Note shall be considered Outstanding until the maturity thereof only for the purposes of being exchanged, transferred, or registered.

“Owner,” “Noteholder,” or any similar term, when used with reference to the Notes, means any Person who shall be the registered owner of any then Outstanding Note or Notes.

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Prior Note” means the Series 2021 Note.

“Registration Agent” means the then Town Recorder of the Municipality acting by and on behalf of the Municipality.



“Resolution” means this Resolution, as supplemented and amended.

“Series 2021 Note” means the Municipality’s \$2,832,100 General Obligation Bond Anticipation Note, Series 2021.

“Series 2023 Extension Note” means the Municipality’s General Obligation Bond Anticipation Extension Note, Series 2023, in the aggregate principal amount of not to exceed \$2,832,100 authorized by this Resolution of the Board.

“State” means the State of Tennessee.

“Town Recorder” means the duly appointed, qualified and acting Town Recorder of the Municipality, and his or her successors.

Section 3. Terms and Provisions of the Series 2023 Extension Note. Said Series 2023 Extension Note shall be designated “General Obligation Bond Anticipation Extension Note, Series 2023.” The Series 2023 Extension Note shall be dated as of October 1, 2023, and shall be issued as a draw-down obligation; shall bear interest on the principal advanced thereunder at a rate not to exceed the maximum rate per annum allowed by law; shall be of such denomination and contain such terms, conditions, and provisions, other than as expressly provided or limited herein, as may be agreed upon by the Mayor of the Municipality and the purchaser of such Series 2023 Extension Note; and, shall mature not later than October 1, 2025, upon delivery of the Bond, or upon prepayment, whichever shall be earlier. The Series 2023 Extension Note shall be fully registered as to principal and interest and shall be numbered R-1.

Section 4. Redemption. Each Note shall be subject to redemption prior to maturity at the option of the Municipality, at any time, as a whole or in part, in integral multiples of Five Thousand Dollars (\$5,000), at the par value thereof plus accrued interest to the redemption date. Ten (10) days’ written notice of intended redemption shall be given to the registered owners, but the registered owner of such Note may waive such notice.

Section 5. Form of Notes; Execution. (a) Each Note is issuable only as a fully registered note, without coupons, in minimum denominations of Five Thousand Dollars (\$5,000). The Series 2023 Extension Note issued under this Resolution shall be substantially in the form set forth on Exhibit “A” attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when each Note is prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality.

(b) Each Note shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Town Recorder, and with the

official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon. Each Note shall not be valid for any purpose unless authenticated by the manual signature of the Registration Agent on the certificate set forth on such Note.

(c) In the event any officer whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the delivery of such Note, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Each Note may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Note, were the proper officers of the Municipality to sign such Note, although on the respective dates of the adoption by the Municipality of the Initial Resolution or this Resolution, such individuals may not have been such officers.

Section 6. Negotiability of Notes. Each Note issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in such Note.

Section 7. Registration Books and Registration Agent. The Municipality hereby designates the Town Recorder of the Municipality, acting by and on behalf of the Municipality, as note registrar (the "Registration Agent") with respect to each of the Notes and authorizes the Registration Agent so long as such Note shall remain Outstanding, to maintain at the principal office of the Registration Agent, books for the registration and transfer of such Note on behalf of the Municipality. The Registration Agent shall register in such books and permit to be transferred thereon, under such reasonable regulations as it may prescribe, the Note entitled to registration or transfer and to authenticate and deliver the Note either at original issuance, upon transfer, or as otherwise directed by the Municipality. The Registration Agent is authorized to make all payments of principal and interest with respect to the Notes.

Section 8. Exchange of Notes. Each Note upon surrender thereof at the principal office of the Registration Agent, together with an assignment of such Note duly executed by the Owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Note of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Note surrendered for exchange.

Section 9. Transfer of Notes. (a) Each Note shall be transferable only on the registration books maintained by the Registration Agent at the principal office of the Registration Agent, upon the surrender for cancellation thereof at the principal office of the Registration Agent, together with an assignment of such Note duly executed by the Owner thereof or his, her, or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of the Note, the Registration Agent shall, in exchange for the surrendered Note, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such

surrendered Note, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

(b) The Municipality and the Registration Agent may deem and treat the Person in whose name a Note shall be registered upon the registration books maintained by the Registration Agent as the absolute owner thereof, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and the interest on, such Note and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Registration Agent upon such Note to the extent of the sum or sums so paid. Neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

Section 10. Regulations with Respect to Exchanges and Transfers. (a) In all cases in which the privilege of exchanging or transferring Notes is exercised, the Municipality shall execute, and the Registration Agent shall deliver, Notes in accordance with the provisions of this Resolution. For every exchange or transfer of Notes, whether temporary or definitive, the Municipality may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(b) Neither the Municipality nor the Registration Agent shall be obligated to exchange or transfer any Note during the fifteen (15) calendar days next preceding the maturity thereof or any call for redemption.

Section 11. Mutilated, Lost, Stolen, or Destroyed Note. (a) In the event a Note is mutilated, lost, stolen, or destroyed, the Municipality may execute, and the Registration Agent shall deliver, a new Note of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Note is a replacement Note) as the mutilated, destroyed, lost, or stolen Note, in exchange for the mutilated Note or in substitution for the Note so destroyed, lost, or stolen. In every case of exchange or substitution, the Noteholder shall furnish to the Municipality: (1) such security or indemnity as may be required by an Authorized Representative of the Municipality to hold the Municipality harmless from all risks, however remote; and, (2) evidence satisfactory to an Authorized Representative of the Municipality of the mutilation, destruction, loss, or theft of the subject Note and the ownership thereof. Upon the issuance of any Note upon such exchange or substitution, the Municipality may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the Municipality. In the event any Note which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the Municipality may, instead of issuing a Note in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) if the Owner thereof shall pay all costs and expenses, including attorneys fees, incurred by the Municipality in connection therewith, as

well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the Municipality such security or indemnity as an Authorized Representative of the Municipality may require to save the Municipality harmless and evidence to the satisfaction of an Authorized Representative of the Municipality of the mutilation, destruction, loss, or theft of such Note and of the ownership thereof.

(b) Every Note issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the Municipality (whether or not the destroyed, lost, or stolen Note shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Notes duly issued under such Resolution.

(c) Each Note shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Note, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 12. Authentication. Only if a Note shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Registration Agent with respect to the Series 2023 Extension Note, shall it be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Registration Agent. Such executed certificate of authentication by the Registration Agent upon a Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution as of the date of authentication.

Section 13. Source of Payment; Security. The Notes, including the principal thereof and the interest thereon, is payable from funds of the Municipality legally available therefore and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes the full faith and credit of the Municipality is hereby irrevocably pledged.

Section 14. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but

reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. All such taxes levied and collected with respect to the Series 2023 Extension Note shall be deposited in a special fund to be designated "Bond Anticipation Extension Note, Series 2023 Note Fund" (the "Series 2023 Extension Note Fund"), and used solely for the payment of principal and interest on the Series 2023 Extension Note as the same shall become due.

Section 15. Sale of Notes. The Notes shall be sold at a private negotiated sale in accordance with the terms of this Resolution as determined by the Mayor and Town Recorder of the Municipality. The Mayor and the Town Recorder are authorized to cause the Notes to be authenticated and delivered to the successful purchaser or purchasers as the case may be, and to execute, publish, and deliver all certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Notes.

Section 16. Disposition of Note Proceeds. The proceeds advanced from the sale of the Series 2023 Extension Note from time to time shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof, to be deposited in the special fund previously authorized by Resolution No. 2021-11 known as the "Bond Anticipation Note, Series 2021 Construction Fund" (referred to herein as the "Construction Fund"). Monies in the Construction Fund shall be kept separate and apart from all other funds of the Municipality, shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any and may be invested in accordance with State law. Monies in the Construction Fund shall be expended only for the purposes authorized by this Resolution.

Section 17. Covenants. The Municipality covenants that, while the Notes remain outstanding and unpaid, it will:

- (i) use its best efforts to provide permanent financing for the Project and the purposes authorized herein and issue the Bond as soon as the Municipality determines that it is practicable and in the best interest of the Municipality so to do;
- (ii) maintain its existence; and,
- (iii) duly and punctually pay or cause to be paid, as herein provided the principal installments or redemption price of each Note and the interest thereon, at the dates and places and in the manner stated herein and faithfully and punctually perform all duties required by the Constitution and laws of the State and the Act, including the making and collecting of taxes in an amount at least sufficient to pay principal of and interest on each Note.

Section 18. Mandatory Redemption of Notes. Contemporaneously with the issuance and sale of the Bond, each Note then outstanding, even though it may have not have matured, shall be paid, both principal and interest to date of payment, and the Note or Notes shall thereupon be surrendered by the registered owners thereof and cancelled. The Registration Agent shall give the registered owner of the Note not less than ten (10) days written notice of the contemplated date of

delivery of the Bond and retirement of such Note by mail, addressed to the registered owner of the Note at his, her, or its address as shown on the registration books of the Registration Agent; provided, that any such registered owner may waive such notice.

Section 19. Remedies of Noteholders. (a) Except as herein expressly limited, the Owner or Owners of each Note shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State and of the United States of America for the enforcement of payment of the Note, and of the pledge of the funds hereunder, and of all covenants of the Municipality hereunder.

(b) Upon the occurrence of an event of default in the payment of principal or interest, the Owners of not less than twenty-five percent (25%) in principal amount of each Note outstanding may exercise any one or more of the following remedies either singly or in combination with each other:

- (i) either at law or in equity, by suit, action, mandamus, or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this Resolution; or,
- (ii) take any other action permitted by law, the Act, or this Resolution.

Section 20. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of each Note that so long as the principal of the Note remains unpaid, monies on deposit in any fund or account in connection with such Note, whether or not from any other source, will not be used in a manner which will cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such moneys permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Note subject to inclusion in gross income of the Owners thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code and the Regulations to pay Rebatale Arbitrage pursuant to the Code and the Regulations to the United States Government it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Note from becoming subject to inclusion in federal gross income of the Owners of the Note for federal income tax purposes. The Municipality further covenants that it will not take any action that will cause the interest on the Note to be subject to inclusion in gross income

of the Owners thereof for federal income tax purposes under Sections 103 and 141 through 150 of the Code.

Section 21. Annual Budget. The Municipality shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 22. Amendments. After the issuance of each Note, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Noteholders shall be made in any manner, until such time as all of the principal of and interest on such Note shall have been paid in full unless the consent of all of the Owners of all then Outstanding Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of Noteholders. The laws of the State of Tennessee shall govern this Resolution.

Section 23. Failure to Present Note. (a) In the event a Note shall not be presented for payment when the principal of, and interest on, such Note becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Municipality for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Municipality shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note.

(b) If a Note shall not be presented for payment within a period of five (5) years following the date when such Note becomes due, such Note shall (subject to the provisions of any applicable escheat or other similar law and subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the Municipality.

Section 24. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of the Notes shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which municipal corporations similar to the Municipality are authorized by law to close, then the payment of the interest on, or the principal of such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which municipal corporations similar to the Municipality are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 25. No Action to be Taken Affecting Validity of the Notes. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the Owners from time to time of such Notes or affect the exclusion of interest thereon from the gross income of the holders thereof for federal income tax purposes.

Section 26. Miscellaneous Acts. The Mayor, the Town Recorder, the Town Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to arbitrage certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Notes.

Section 27. Engagement of Bond Counsel. The Board hereby approves the engagement of Adams and Reese LLP to serve as bond counsel with respect to the issuance of the Bond and the Notes.

Section 28. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in the Initial Resolution or this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or on the Initial Resolution or this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 29. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 30. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 31. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.



Approved and adopted this 16th day of October, 2023.

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MAYOR

Attest:

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TOWN RECORDER

STATE OF TENNESSEE)  
COUNTY OF WASHINGTON)

I, Janet Jennings, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Jonesborough, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on October 16, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization of the issuance of a not to exceed \$2,832,100 General Obligation Bond Anticipation Extension Note, Series 2023 of said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of October, 2023.

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TOWN RECORDER

(SEAL)

EXHIBIT "A"  
FORM OF SERIES 2023 EXTENSION NOTE

Registered  
No. R-1

Registered  
\$2,832,100

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WASHINGTON  
TOWN OF JONESBOROUGH  
GENERAL OBLIGATION BOND ANTICIPATION EXTENSION NOTE,  
SERIES 2023

Interest Rate:  
\_\_\_\_\_ %

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount: TWO MILLION EIGHT HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$2,832,100)

THE TOWN OF JONESBOROUGH, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation located in Washington County, Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the principal office of the Town Recorder, Town Hall, Jonesborough, Tennessee (the "Registration Agent"), the Principal Amount identified above, and to pay interest from the date hereof on said Principal Amount as advanced from time to time, or such later date as to which interest has been paid, to the Maturity Date, such interest being due and payable on the Maturity Date at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of

such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This note is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except as otherwise provided in said Code.

This note is known as "General Obligation Bond Anticipation Extension Note, Series 2023" (the "Note"), issued by the Municipality in the aggregate principal amount of not to exceed \$2,832,100. The Note, which is issued for the purpose of renewing and extending the outstanding principal of that certain not to exceed \$2,832,100 General Obligation Bond Anticipation Note, Series 2021, dated October 18, 2021, the proceeds thereof have been or will be used by the Municipality for the purpose of financing a portion of the costs of certain public works projects, consisting of the construction, improvement, renovation and equipping of a public building known as the Jackson Theatre; the acquisition of all property real and personal appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above projects; and to pay capitalized interest (collectively, the "Project"); and to pay costs incident to the issuance and sale of the Note, is authorized by appropriate resolutions of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen, adopted on September 13, 2021, entitled "Initial Resolution Authorizing the Issuance of a Not to Exceed \$2,832,100 General Obligation Bond of the Town of Jonesborough, Tennessee, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto," and that certain Resolution, adopted on October 16, 2023, entitled "Resolution Authorizing the Issuance, and Providing Details, of a General Obligation Bond Anticipation Extension Note in the Aggregate Principal Amount of Not to Exceed \$2,832,100; Authorizing the Sale Thereof; and, Providing for the Payment of Such Note," as such resolutions may be from time to time amended or supplemented in accordance with their terms (such resolutions as so amended or supplemented, being herein called collectively, the "Resolution"), and is issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the Town Recorder of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Note is issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note is payable from the proceeds of the General Obligation Bond of the Municipality in anticipation of which it is issued. This note, including the principal hereof and the interest hereon, is payable from funds of the Municipality legally available therefore and the extent necessary from ad

valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. This note shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on this note the full faith and credit of the Municipality has been irrevocably pledged.

This note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the principal office of the Registration Agent, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute and the Registration Agent shall authenticate and deliver in exchange for this note a new fully registered note or notes, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Registration Agent may deem and treat the person or entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on, this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

The Note is issuable only as a fully registered Note, without coupons, in minimum denominations of \$5,000. At the principal office of the Registration Agent, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, a fully registered Note may be exchanged for an equal aggregate principal amount of a fully registered Note of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemption prior to maturity at the option of the Municipality, at any time, as a whole or in part, in integral multiples of \$5,000, at the par value thereof plus accrued interest to the redemption date. Ten (10) days written notice of intended redemption shall be given to the Registered Owners, but the Registered Owner of any note may waive such notice.

This note shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this note and the issue of which it

is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE TOWN OF JONESBOROUGH, TENNESSEE, by its Board of Aldermen has caused this note to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Town Recorder, to have its official seal, or a facsimile thereof, to be impressed or imprinted hereon, all as of \_\_\_\_\_.

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MAYOR

(SEAL)

ATTEST:

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TOWN RECORDER

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This Note is described in the provisions of the within mentioned Resolution and is the General Obligation Bond Anticipation Extension Note, Series 2023, of the Town of Jonesborough, Tennessee.

By: \_\_\_\_\_  
Town Recorder, as Registration Agent



(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Please type or print name, address, and social security number or other identifying number of Assignee)

the within note and does hereby irrevocably constitute and appoint

\_\_\_\_\_, Attorney, to transfer the same note on the books

kept for registration hereby with full power of substitution in the premises.

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

SIGNATURE GUARANTEED:

SIGNATURE:

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-G

SUBJECT: 1<sup>st</sup> Reading – Ordinance Title 10, Creating new Chapter 4 Parks, Green Spaces

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**BACKGROUND:**

Currently the Town does not have an ordinance with respect to activities occurring within its parks, walking trails, or green spaces. The only ordinance with respect to parks is the Recreation Commission, otherwise known as the Parks and Recreation Advisory Committee.

Staff feels it is imperative that the Town adopt an ordinance relating to activities that are allowed and/or acceptable within the Town's public spaces. As an example, if an officer is called to a disturbance within the Town's parks or walkway system, there are ordinances governing the officer's response.

As such, the officer is bound at that point to determine whether a state law violation has occurred and take the appropriate action, which would be arrest, or a citation. With established ordinances, it gives the officer, as well as, Recreation staff, additional tools to regulate unwarranted or unacceptable behavior within the Town's park system.

The attached draft ordinance addresses behavior within our parks and green spaces, and it also establishes by ordinance the operating hours of our parks.

**RECOMMENDATION:**

Approve the Ordinance Title 10 Offenses-Miscellaneous, creating a new Chapter 4 "Parks, Green Spaces, Trails, and Public Property" on first reading, as presented.

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

**AN ORDINANCE TO AMEND TITLE 10 OF THE TOWN OF JONESBOROUGH MUNICIPAL CODE BY ADDING CHAPTER 4**

**SECTION 1.** BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE, that Title 10 of the Jonesborough Municipal Code, entitled "Offenses – Miscellaneous" is amended by adding Chapter 4 and to read as follows:

CHAPTER 4

PARKS, GREEN SPACES, TRAILS, AND PUBLIC PROPERTY

SECTION

- 10-401. General Rules
- 10-402. Wildlife and Environment
- 10-403. Solicitation
- 10-404. Additional Rules
- 10-405. Penalty

**10-401. Rules and regulations for use of town parks, green spaces, and public properties—Generally.**

The following rules and regulations are established for all town parks and recreation areas, walking trails, and public property:

- (1) **Firearms.** No person shall possess, carry or discharge any firearm, shotgun, rifle, pistol, bow and arrow, crossbow, blowgun, slingshot, BB gun, air gun or paint gun in a town park or recreation area. "Firearm" means any device designed, made or adapted to expel a projectile by the action of an explosive or any device readily convertible to do so. This restriction shall not apply to duly authorized law enforcement officers acting in their official duties.
- (2) **Animals.** All dogs, cats and other animals shall be kept on a leash which is not more than six feet in length. All animals other than dogs and cats shall be kept on paved or concrete surfaces or areas designated for such animals. Every person bringing an animal into a town park or recreational areas shall comply with Title 3, Chapter 3 of the Jonesborough Municipal Code, and must remove any and all animal waste. No person shall abandon any animal.

**ANIMALS ARE PROHIBITED FROM BEING ON THE PLAYING SURFACE OF ANY ATHLETIC FIELD, SPORTS VENUE, OR PLAYGROUND.**

- (3) **Vending and advertising.** The vending or sale of merchandise or services is prohibited without written permission from the town administrator or his designee.

The erection or placement of signs, posters, banners or other advertising devices is prohibited without written permission from the Town Administrator or his designee.

- (4) **Speed limits.** No vehicle shall travel at a speed in excess of 10 miles per hour unless a higher speed limit is posted. For the purposes of this provision, the term "vehicle" shall include golf carts, bicycles and all other types of vehicles whether motorized or non-motorized.
- (5) **Vehicles and bicycles.**
  - (a) All motorized vehicles shall remain on paved roadways except for emergency vehicles and city vehicles.
  - (b) Vehicles shall park only in designated parking areas.
  - (c) Bicycles shall remain on paved roadways, paved trails and areas designated for bicycles. All riders of bicycles shall wear safety helmets.
- (6) **Alcoholic beverages.** Alcoholic beverages of any kind are prohibited except as may be authorized by permit.
- (7) **Swimming.** Swimming is prohibited except in Wetlands Waterpark during normal business hours when a lifeguard is on duty and subject to such rules as may be posted.
- (8) **Fees.** No person shall enter, use or attempt to use a city park or recreation area without paying such fees as may be prescribed by the Board of Mayor and Alderman from time to time.
- (9) **Use for other purposes.** No person shall use any park, or similar recreational property within the town, except for the recreational purpose or use to which such property is customarily devoted.
- (10) **Hours of operation.** No person shall enter, use or attempt to use a town park or recreational area from dusk to dawn, except for an activity or event which is supervised, conducted, or approved by the town, or for which the person has written permission from the town administrator or his designee.
- (11) **Fires.** Fires are prohibited except in grills installed by the town, or in accordance with the written authorization of the town administrator or his designee.
- (12) **Camping.** Camping is prohibited except in accordance with the written authorization of the town administrator or his designee, or prior approval of the Board of Mayor and Alderman. This is to include the prohibition of motorized or pull-behind campers, tents, or open-air camping. In addition, no overnight parking is permitted in town parks, except for an activity or event which is supervised, conducted, or approved by the town, or for which the person has written permission from the Town Administrator or his designee.

- (13) **Litter.** No person shall throw or deposit litter in any park within the Town except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park, or upon any street, walkway, greenspace, or other public property. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.
- (14) **Parking.** Parking within any park shall be only in designated spaces and shall be for the exclusive use of park users. Parking is prohibited overnight and when the park is closed. All parking regulations shall comply with Title 9, Chapter 5 of the Jonesborough Municipal Code.

#### **10-402 Wildlife and Environment.**

- (a) The hunting or trapping of wildlife is prohibited. For these purposes, the term "hunting" shall mean the driving, flushing, attracting, pursuing, worrying, following after the trail of, searching for, trapping, shooting at, stalking or lying in wait for wildlife, whether or not such wildlife is then or subsequently captured, killed, taken or wounded.
- (b) No person shall damage, destroy or remove any plant life, animal life or natural structure in any town park or recreational area, except as authorized in subsection c, below.
- (c) Fishing (except for turtles) is permitted, subject to the regulations of the Tennessee Wildlife Resources Agency or its lawful successor, by persons holding a valid Tennessee fishing license. The town administrator or his designee, may give written authorization for persons to perform research, wildlife management, conservation or educational projects which might otherwise be prohibited by this section.

**10-403 Solicitation.** No person shall be permitted to solicit, peddle, sell, or in any way distribute any article or item in the town's parks, unless it is in conjunction with a town-sponsored special event and prior approval is obtained from the Town Administrator.

#### **10-404 Additional Rules and Regulations.**

- (a) All persons shall comply with such other reasonable rules, conditions, restrictions and limitations as may be posted or announced in the town parks from time to time by the town administrator or his designee.
- (b) If any individual or group of individuals fails to follow any park regulation or any town policy, or ordinance related to the use of town parks, the individual or group may be requested to cease use and leave park property. Refusal to comply shall result in a response from the Police Department.

- (c) Any organization, group, civic club, individual, firm, or corporation utilizing a park or recreational facility for any purpose, or sponsoring or promoting any activities therein, shall clear the park of all rubbish, trash, or other debris immediately after said use. Violation of this section shall result in forfeiture of the right to further use of the park and related facilities.
- (d) The Board of Mayor and Alderman may from time to time establish other regulations or restrictions as policy to govern the use of town parks and recreational facilities.
- (e) The Board of Mayor and Alderman shall have the authority to establish fees and charges for the use of town parks and public spaces, recreational facilities and programs.

**10-405 Penalty for violation.**

It shall be unlawful for any person to violate any of the foregoing rules and regulations, and any violation shall be subject to the penalty provided in Titles 9 and 10 of the Jonesborough Municipal Code.

- (a) Notwithstanding any provisions to the contrary and in addition to the Municipal Code for the Town of Jonesborough, individuals in violation of this chapter shall be subject to penalties as outlined in Title 39 of the Tennessee Code.

**SECTION 2.** This Ordinance shall become effective immediately from and after its passage as provided by law.

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
CHUCK VEST, 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 \_\_\_\_\_

\_\_\_\_\_  
CHUCK VEST, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-H

SUBJECT: Resolution – Amend Town’s Water Conservation Resolution Section 7 Part C

---

**BACKGROUND:**

Water Plant Director Luke Cole is requesting BMA action to amend Section 7 of the town's Water Conservation Resolution. The resolution authorizes and sets forth guidelines for the declaration of water shortage emergency. TDEC has advised that Section 7 part "c" needed to be amended to meet their requirements. The resolution provided shows the existing parts "a" and "b" as well as the amended language for part "c".

**RECOMMENDATION:**

Approve the Resolution amending the Town of Jonesborough Water Conservation Resolution Section 7, part "c", as presented.



**RESOLUTION NO. 2023-19**

**A RESOLUTION OF THE TOWN OF JONESBOROUGH WATER DEPARTMENT AMENDING "THE TOWN OF JONESBOROUGH WATER CONSERVATION RESOLUTION" SECTION 7**

**WHEREAS**, it is necessary to impose certain restrictions on the use of water because of shortages which can occur for various reasons; and

**WHEREAS**, it is necessary to have a plan for implementation of measures which restrict the non-essential use to water during such emergencies for the greatest public benefit with particular regard to public health, fire protection, and domestic use; and

**WHEREAS**, such implementation procedures must be of a form which can be enacted fairly and quickly to preserve the health and welfare of individuals.

**WHEREAS**, it is necessary to amend Section 7, Customer Non-Compliance, Part "c" to meet the requirements of the Tennessee Department of Environment and Conservation.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF JONESBOROUGH, TENNESSEE BOARD OF MAYOR AND ALDERMEN, THAT SECTION 7, NON-COMPLIANCE, PART "C" BE AMENDED TO READ AS FOLLOWS:**

**SECTION 7. CUSTOMER NON-COMPLIANCE**

- (a) Any failure of a customer to comply with the requirements of a declared water shortage emergency may be reported to any official of the Town of Jonesborough and shall be investigated by the Board of Mayor and Alderman. If non-compliance is found to exist, the board of Mayor and Alderman shall request immediate compliance by the customer. Should the customer fail or refuse to immediately comply with the request, the Board of Mayor and Alderman shall immediately discontinue water service to the customer in question.
- (b) Any customer whose service is disconnected because of a failure to comply with the requirements of a declared water shortage emergency shall have the right, after the first such disconnection, to have service reinstated upon payment to the Town of Jonesborough of its customary reconnection charge and upon execution of a written statement that he/she will comply with the requirements of the declared emergency. If service is disconnected because of subsequent failure to comply, such customer shall have the right to reinstatement of service only after approval of the Board of Mayor and Alderman and subject to such terms and conditions as the Board of Mayor and Alderman shall impose.

- (c) The decision of the Board of Mayor and Alderman may be appealed for a hearing to the Board of Mayor and Alderman. The disconnection shall remain in effect until the appeal is heard. A hearing shall be conducted within seventy-two (72) hours of the time the request for hearing is made by the customer. In the event a hearing is not conducted within the seventy-two hours, service shall be reinstated until the hearing is conducted. All requests for a hearing shall be made to the Board of Mayor and Alderman of the Town of Jonesborough.

DULY PASSED BY THE BOARD OF MAYOR AND ALDERMEN on this the 16<sup>th</sup> day of October, 2023.

Motion was made by \_\_\_\_\_ and duly seconded by \_\_\_\_\_ that this Resolution be adopted. Those voting for the adoption thereof were:

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

\_\_\_\_\_  
CHUCK VEST, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES WHEELER, TOWN ATTORNEY

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

DATE: OCTOBER 16, 2023 AGENDA ITEM #: 7-1

SUBJECT: Approval of Bid for Tiger Park Accessories

---

**BACKGROUND:**

The town solicited bids for "Tiger Park Accessories". Part of the LPRF grant project is the purchase of trashcans, tables, and benches. There are ten (10) benches along the walkways, thirteen (13) double trash receptacles, and four (4) hexagon tables (one handicap accessible) that are under the small pavilion near the athletic playground. All the products have composite boards with cedar finish and the benches have cast iron frames.

We received two bids, one from Belson Outdoors and the other from Park Warehouse. Both bids were using the same products which met specifications, and Belson bid \$43,985.18 including delivery, and Park Warehouse bid \$46,760.23. Belson is the low bidder and meets specifications, and they used the bid form we supplied as required while Park Warehouse did not.

In the LPRF grant application, the project budget for these accessory items are as follows:

Affixed Tables	\$21,900.00
Affixed Benches	\$27,200.00
Affixed Trashcans	\$45,500.00
Total	<u>\$94,600.00</u>

Note: An LPRF requirement is that items like trashcans, in order to be grant-eligible, have to be secured to the ground so they are not removed from the park. We have to have them on concrete or asphalt pads anyway in order to make them ADA accessible, so we will bolt them down.

Obviously, the bid is less than half of the budget. We may decide to have a couple of tables at the concession stand, but we need to make sure there is room. The concrete around the concession/ restroom building is also the truck access to the transformer providing power to the building and ballfield lighting.

The recommendation from Project Manager Bob Browning is to approve the low bid on the park accessories from Belson Outdoors at \$43,985.18, which meets specifications and budget.

**RECOMMENDATION:**

Approve awarding the bid for Tiger Park Accessories to Belson Outdoors in the amount of \$43,985.18, as presented.

# MEMO

To: Glenn Rosenoff  
Board of Mayor and Alderman

From: Bob Browning

Date: October 10, 2023

RE: Tiger Park Accessories Bid

Part of the LPRF grant project is the purchase of trashcans, tables, and benches. There are ten (10) benches along the walkways, thirteen (13) double trash receptacles, and four (4) hexagon tables (one handicap accessible) that are under the small pavilion near the athletic playground. All the products have composite boards with cedar finish and the benches have cast iron frames.

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Obviously the bid is less than half of the budget. We may decide to have a couple of tables at the concession stand, but we need to make sure there is room. The concrete around the concession/ restroom building is also the truck access to the transformer providing power to the building and ballfield lighting.

The recommendation is to approve the low bid on the park accessories from Belson Outdoors at \$43,985.18, which meets specifications and budget.

**BID OPENING FOR:**  
Tiger Park Accessories

**DATE:** Thursday, September 21, 2023

BIDS RECEIVED FROM	AMOUNT
Belson Outdoors	40,604 equip } 43,985.18 3,381.18 Del.
Park Warehouse (no signed bid form)	46,760.23

**THOSE IN ATTENDANCE:**

*James Jennings*  
*Rodney Emery*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE TO BID  
TOWN OF JONESBOROUGH  
PARK ACCESSORY EQUIPMENT  
TIGER PARK**

The Town of Jonesborough is now accepting bids for the purchase of accessory equipment for Tiger Park located at North Cherokee Street. Bids will be received until Thursday, September 21<sup>st</sup> at 2 p.m. at Town Hall, 123 Boone Street, Jonesborough, TN 37659 at which time they will be publicly opened.

This project may be funded in part by a Local Parks and Recreation Fund grant administered by the Tennessee Department of Environment and Conservation Recreation Educational Services Division.

**BID SPECIFICATIONS**

General: Equipment will be located at Tiger Park, 720 N Cherokee Street, in Jonesborough, throughout the athletic field areas.

**General Comments on Accessory Equipment Bid Specifications**

Substitutions: Bidders may provide substitutions for equipment listed in bid specifications, including all materials, coatings and wheelchair accessibility. However, any substitutions must be clearly identified and include detailed specifications and photo or visual showing appearance including fall/use zones. Acceptance of any substitution is not guaranteed and will be based on its compatibility with the overall layout, intended use of feature specified, general specifications and conformance to theme. Any equipment submitted as a substitution must clearly indicate which equipment item in the bid specifications the substituted equipment is replacing.

**General**

- Bids must include bid form provided in specification packet and must be signed by a principal of firm submitting
- Bids must include cost of all materials
- This project may be funded in part by a Local Park and Recreation Fund grant administered by the Tennessee Department of Environment and Conservation Recreation Resources Division
- Bids must be good and remain in place for a period up to ninety (90) days from the date of submittal
- The Jonesborough Board of Mayor and Alderman reserves the right to reject any or all bids
- Any variations from the specifications must be clearly identified and a justification included
- Bidders must be responsible for processing and handling warranties of materials. Warranties must detail what is covered, what is excluded, and any conditions of service, and an expected response time.
- The project is also funded in part by Rural Development – USDA, a federal agency, and awarded bidder must submit federal assurance forms as required

### **Recycle/Trash Receptacles**

- 100% recycled plastic square trash receptacle with recycling
- Bin accessibility through side door
- Two (2) rigid plastic 32 gallon liners for each included
- Integrated rain cap
- Anchor kit included
- Stainless steel fasteners and piano hinge on door
- Solid, UV protected color-through components
- Top opening accessible from all sides
- Height: 46 ¾" high, 42 ¾" wide, 21 7/8" deep
- Black frame, cedar panels
- Or equal

### **Trash Receptacles**

- 100% recycled plastic square trash receptacle
- Bin accessibility through side door
- Rigid plastic 32 gallon liner included
- Integrated rain cap
- Anchor kit included
- Stainless steel fasteners and piano hinge on door
- Solid, UV protected color-through components
- Top opening accessible from all sides
- Height: 46 ¾" high, 20" wide
- Black frame, cedar panels
- Or equal

### **Benches**

- 100% recycled HDPE 4' long bench with backs
- Black frame, cedar colored planks/slats
- Anchor kit included
- UV protected, solid color molded slats
- 26 ¾" wide, 30 ¼" high, 16 ½" seat height, 4' long
- Or equal

### **Handicap Accessible Tables**

- 6' hexagonal recycled plastic picnic table
- Black frame, cedar colored planks/slats
- Anchor kit included
- UV protected, solid color molded slats
- Step in seating and universal access area
- Total width: 78 ½" round/hex, Top width: 40" wide, 2-seat lengths: 28 ¼" long, 2 seat lengths: 25 11/16" long, 30 ½" top height, 17 ½" seat height



- Or equal

**Tables**

- 6' hexagonal recycled plastic picnic table
- Black frame, cedar colored planks/slats
- Anchor kit included
- UV protected, solid color molded slats
- Open seating for 6
- Total width: 77 1/8" round/hex, Top width: 40" wide, seat length: 25 11/16" long, seat with: 9 1/2" , 30 1/2" top height, 17 1/2" seat height
- Or equal

**Substitutions**

While cedar colored planks/panels and black frames are preferred, any substitution needs to indicate how planks/panels of trash receptacles, benches and tables are all color coordinated.

**TOWN OF JONESBOROUGH**  
123 Boone Street  
Jonesborough, TN 37659  
(423) 753-1030 – Fax (423) 753-1074

**BID FORM**

**ACCESSORY EQUIPMENT  
TIGER PARK**

**September 21, 2023**

**TOTAL EQUIPMENT – \$ \_\_\_\_\_**

**TOTAL DELIVERY - \$ \_\_\_\_\_**

**WARRANTY: \_\_\_\_\_**  
\_\_\_\_\_  
\_\_\_\_\_

**Variation(s) to Bid: (may list on separate sheet) Any alternates bid on trash receptacles, tables and benches should coordinate in style, color, etc. Any alternatives bid should have a way for the benches, tables and trash receptacles to be anchored to the ground or in-ground.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.*

**NAME OF FIRM: \_\_\_\_\_**

**REPRESENTATIVE: \_\_\_\_\_**

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*DATE*

**BID MUST BE SIGNED TO BE VALID**

	<b>Qty.</b>	<b>Individual Price</b>	<b>Extended Price</b>
<b>Recycle/Trash Receptacles</b>			
<b>Trash Receptacles</b>			
<b>Benches</b>			
<b>Handicap Accessible Tables</b>			
<b>Tables</b>			
<b>TOTAL</b>			

**Tiger Park Accessories Bid  
Addendum 1**

	<b>Qty.</b>	<b>Individual Price</b>	<b>Extended Price</b>
<b>Recycle/Trash Receptacles</b>	13		
<b>Trash Receptacles</b>	12		
<b>Benches</b>	10		
<b>Handicap Accessible Tables</b>	1		
<b>Tables</b>	3		
<b>TOTAL</b>			

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**TOWN OF JONESBOROUGH**  
123 Boone Street  
Jonesborough, TN 37659  
(423) 753-1030 – Fax (423) 753-1074

**BID FORM**

**ACCESSORY EQUIPMENT  
TIGER PARK**

September 21, 2023

TOTAL EQUIPMENT – \$           \$40,604.00          

TOTAL DELIVERY - \$                   \$3,381.18                  

**WARRANTY:**                                   3 Year warranty through Belson Outdoors                                  

~~Whether in commercial or residential applications, all products manufactured by Polly Products are warranted for 20 (twenty) years against defects in materials, workmanship, and breakage in accordance with our published specifications. Polly Products further warranties our recycled plastic components not to rot, split, crack, or splinter during this period.~~

**Variation(s) to Bid: (may list on separate sheet) Any alternates bid on trash receptacles, tables and benches should coordinate in style, color, etc. Any alternatives bid should have a way for the benches, tables and trash receptacles to be anchored to the ground or in-ground.**

Attached separately are the spec sheets for each item quoted

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*By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.*

NAME OF FIRM: Belson Outdoors LLC

REPRESENTATIVE:        Kate Plattenberger

ADDRESS:627 Amersale Dr, Naperville IL 60563

PHONE: 630-209-0328

*Kate Plattenberger*

\_\_\_\_\_  
SIGNATURE

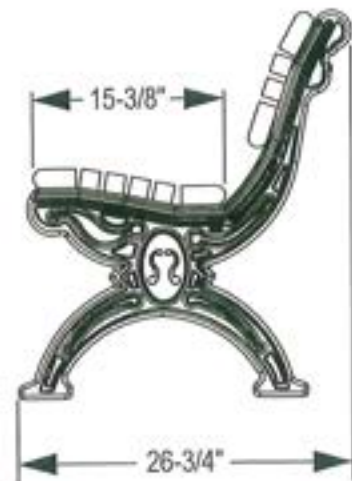
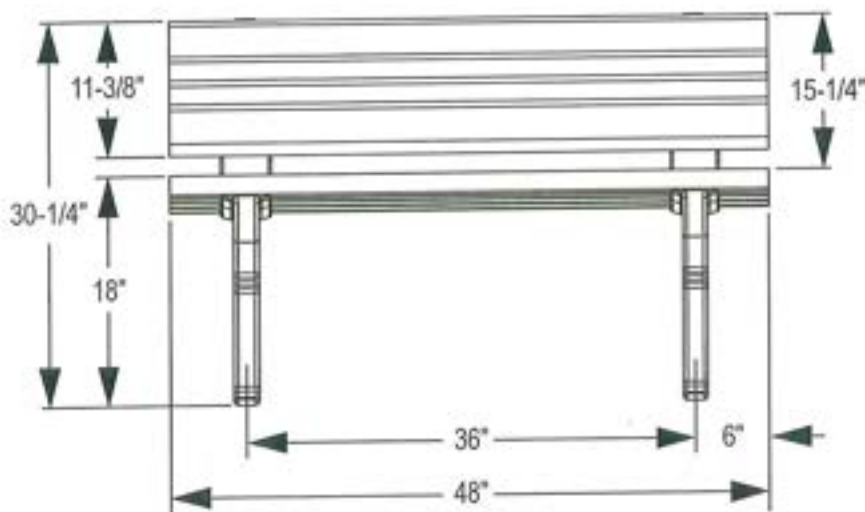
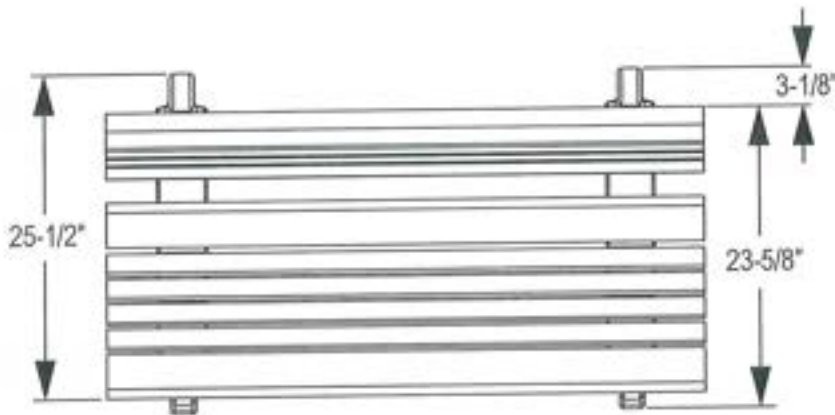
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DATE

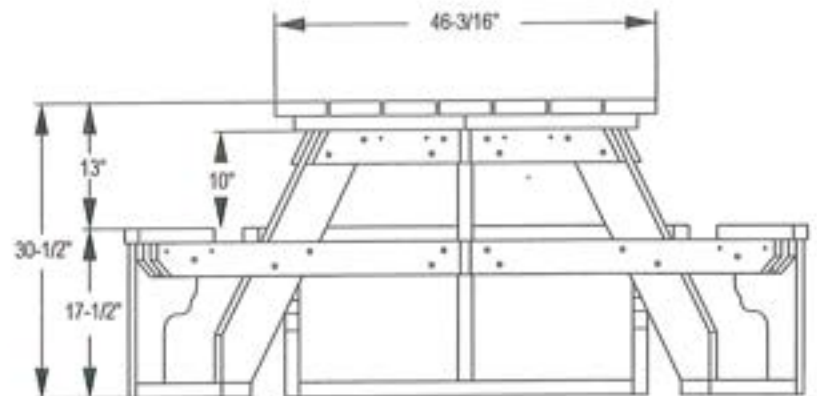
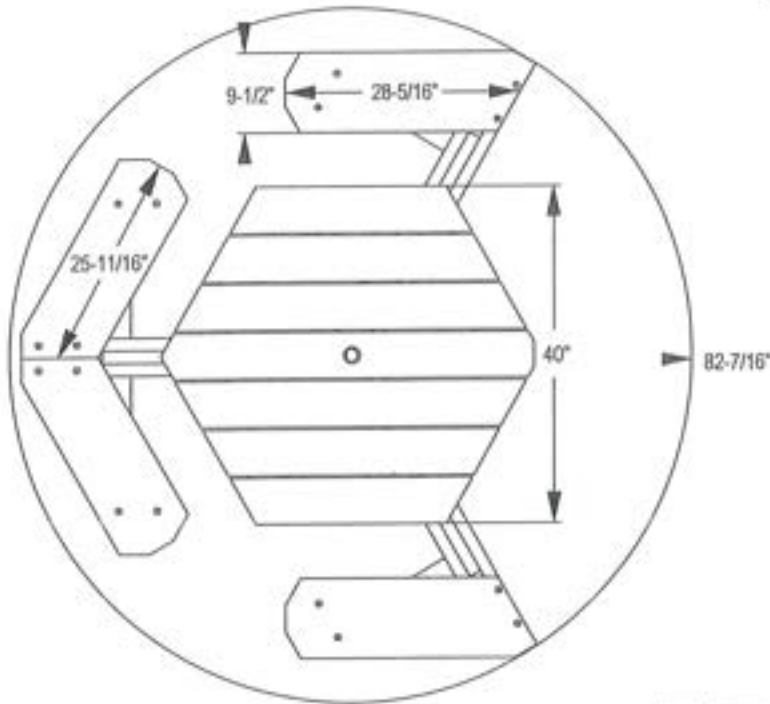
**BID MUST BE SIGNED TO BE VALID**

	<b>Qty.</b>	<b>Individual Price</b>	<b>Extended Price</b>
<b>Recycle/Trash Receptacles</b>			
<b>Trash Receptacles</b>			
<b>Benches</b>			
<b>Handicap Accessible Tables</b>			
<b>Tables</b>			
<b>TOTAL</b>			

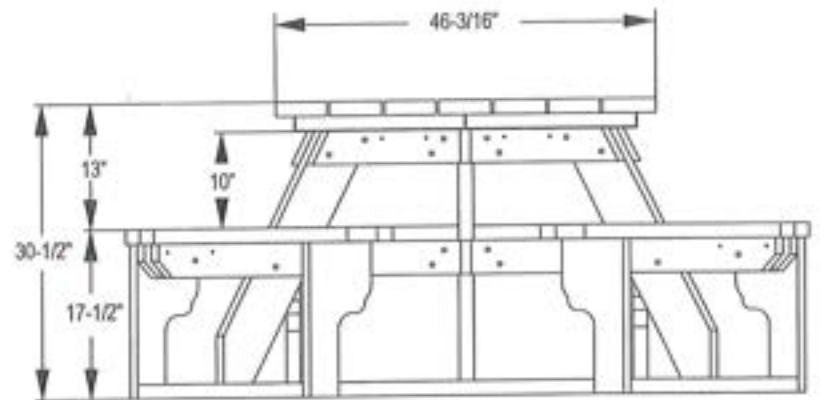
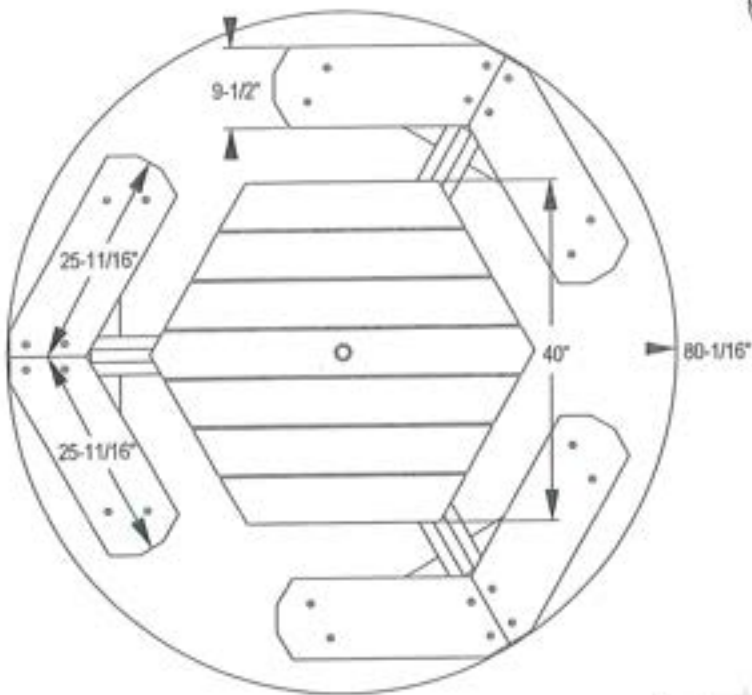
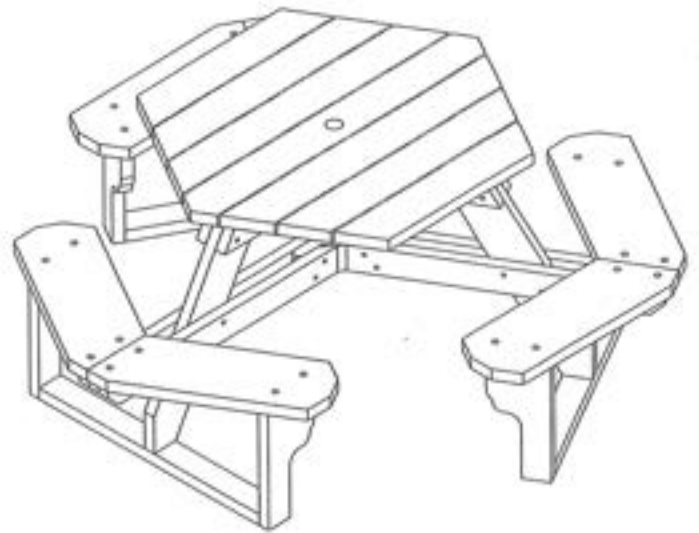
CAMBRIDGE RECYCLED PLASTIC BENCH



Universal Access Recycled Plastic Hexagon Picnic Table



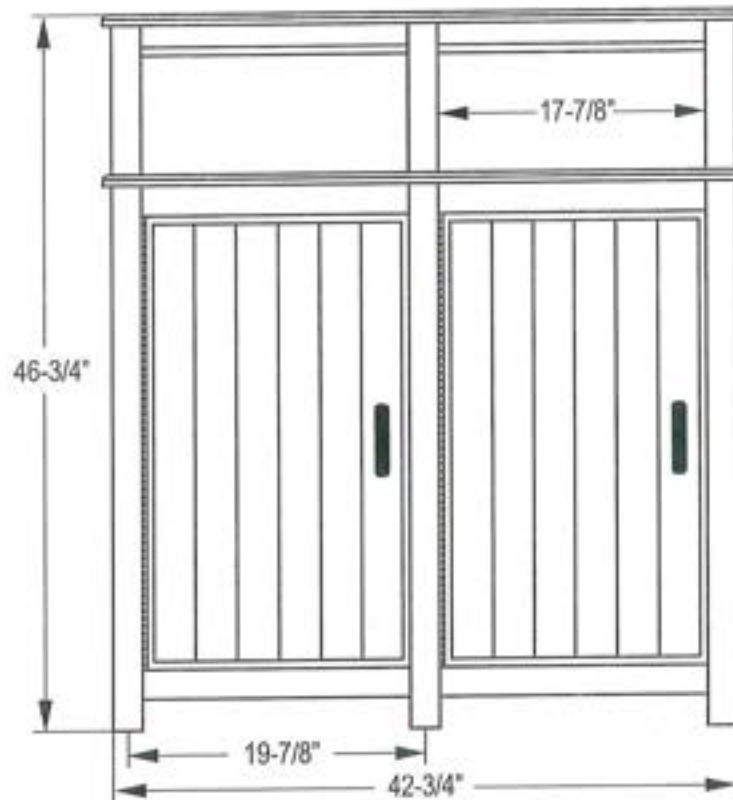
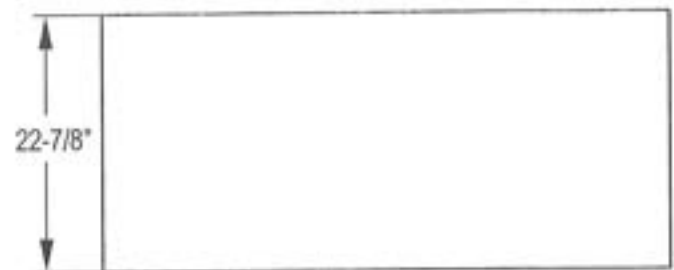
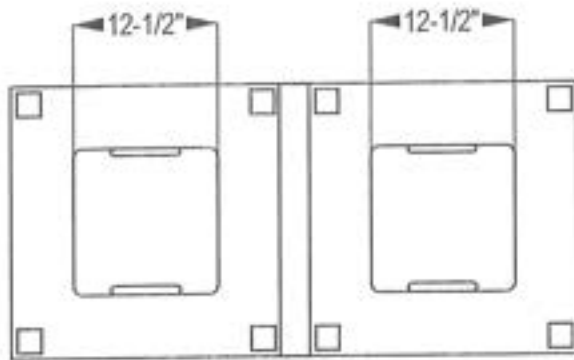
Recycled Plastic Hexagon Picnic Table



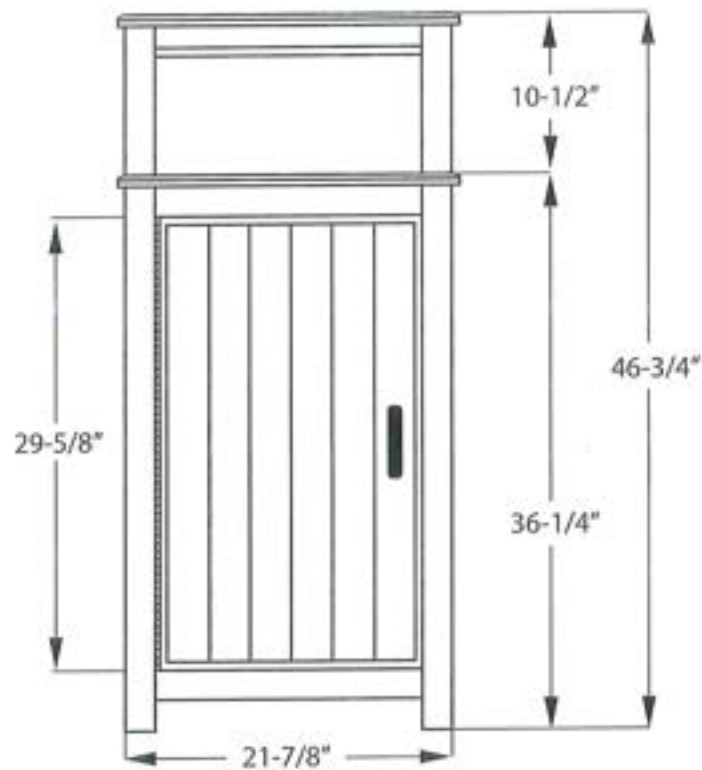
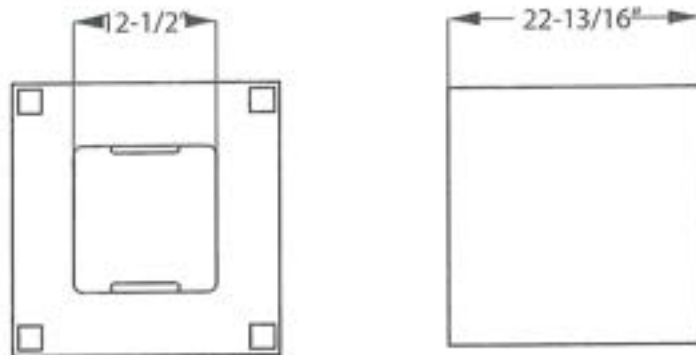
Model # 2T32

Dimension Sheet

DOUBLE 32 GALLON TWO-TONED SQUARE RECEPTACLE



32 GALLON TWO-TONED SQUARE RECEPTACLE







Park Warehouse LLC  
 7495 W. Atlantic Ave., Suite #200-294  
 Delray Beach, FL 33446  
 888-321-5334

Quality Commercial Site Furnishings for  
 Municipalities, Schools & Property Managers

Billing  
 Craig Ford  
 TOWN OF JONESBOROUGH, TN  
 123 Boone Street  
 Jonesborough, TN 37659  
 Phone: (423) 753-6410

Shipping  
 Craig Ford  
 TOWN OF JONESBOROUGH, TN-Tiger Park  
 720 N Cherokee Street  
 Jonesborough, TN 37659

# Quote: Q282431

Quote Date: September 19, 2023  
 Quote Expiration: 30 Days (10/19/2023)

Sales Rep: Rose x520  
 Ref#:

**\$46,760.23**  
 If you receive a lower quote, please remember our best price guarantee!

Description	SKU	Cost	Qty	Total
32 Gallon - Double Trash Receptacle - Rectangular-Square - 2-Tone - Liner Included - Recycled Plastic Color: Cedar Base : Black	488tr130-1	\$1,904.00 \$1,675.52	13	\$24,752.00 \$21,781.74
Cambridge Bench - With Back - Recycled Plastic Size: 4FT Arm Option: No Arm Color : Cedar Frame : Black	488be100-1	\$416.00 \$366.08	10	\$4,160.00 \$3,660.80
32 Gallon - Trash Receptacle - Square - 2-Tone - Liner Included - Recycled Plastic Color : Cedar Base : Black	488tr125-1	\$1,233.00 \$1,085.04	12	\$14,796.00 \$13,020.48
Open Picnic Table - Hexagon - Recycled Plastic	488pt180-1	\$1,264.00 \$1,112.32	3	\$3,792.00 \$3,336.96
488 Series - Picnic Table Product 3 - Special OPEN HEXAGON UNIVERSAL ACCESS TABLE: OPEN HEXAGON UNIVERSAL ACCESS TABLE Color : Cedar Base : Black	488-SPCL-PICNICTABLE-3	\$1,227.54 \$1,080.25	1	\$1,227.54 \$1,080.25



Park Warehouse LLC  
7495 W. Atlantic Ave., Suite #200-294  
Delray Beach, FL 33446  
888-321-5334

Quality Commercial Site Furnishings for  
Municipalities, Schools & Property Managers

Description	SKU	Cost	Qty	Total
		Discount		\$5,847.31
		Subtotal		\$42,880.23
		Shipping		\$3,880.00
		Total		<b>\$46,760.23</b>

Quote Note: All of our benches ship knocked down unless otherwise noted, assembly required. Estimated lead time 12 weeks. Freight includes notification before delivery and full truck. A forklift is needed on site to offload and place this merchandise. No liftgate. The customer will need a way to unload the truck. Thanks for the opportunity to do business!



Park Warehouse LLC  
 7495 W. Atlantic Ave., Suite #200-294  
 Delray Beach, FL 33446  
 888-321-5334

Quality Commercial Site Furnishings for  
 Municipalities, Schools & Property Managers

**SHIPPING:**

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.  
 - Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route.  
 - The truck driver is under no obligation to help you unload.  
 - If you are unable to accept a shipment via this method you must purchase additional services.

(Additional Services Available: Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery)

Customer Initials

**SERVICE DISCREPANCIES:**

If there is a discrepancy in the services requested and the minimum services required to deliver the product (either before or after delivery of product), Park Warehouse reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Customer Initials

**INSPECTION OF SHIPMENTS (OR DAMAGED PRODUCT):**

It is the customer's responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages.

- All claims of damage MUST be recorded on the delivery receipt provided by the delivery driver at the time of delivery and reported to us within 48 hours of delivery.
- Park Warehouse does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages

Customer Initials

**CANCELLATIONS:**

All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled. Any order placed by credit card in excess of \$1000 and cancelled after the close of business on the day the order was placed shall incur a fee of 5%.

Customer Initials

**RETURNS:**

- We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:
- Written approval: You must receive written approval and utilize the instructions issued by our Customer Service Department before any merchandise can be returned.
- Shipping Returns: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- Re-Stocking & Shipping Fees: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.

Customer Initials

- \* Web-Orders: For online orders, Park Warehouse is not responsible if customer orders incorrect product or colors. All return and restock fees apply.
- \* Assembly Usually Required. Many of our products are shipped unassembled in order to minimize damage and lower freight charges.
- \* Made-to-Order or Personalized Items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.
- \* Unless Otherwise noted, shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost.

**\* Ship date will be emailed to you. Ship dates are based on raw material availability and production time and can fluctuate. We appreciate your patience as we are fulfilling orders as quickly as possible. AND NOTE- DUE TO FLUCTUATIONS AND UNCERTAINTY OF RAW MATERIAL COSTS, THIS QUOTE IS VALID FOR 14 DAYS ONLY. ANY LEAD TIMES QUOTED ARE ESTIMATES AND MAY CHANGE DUE TO VOLATILITY AND DEMAND OF RAW MATERIALS.**

\* Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal, please sign below and initial each section above.

Signature of Authorized Person

Date

Print Name

\* By signing you are placing a binding order and agree to the terms of the sale as stated herein.

Quote#:

Q282431

Total:

\$46,760.23

Terms:

Credit Card

**Quote #**  
**WQ 349596**

Here is the Quote as per your request. The 'Shipping' total has been applied.  
To place an order, simply click 'Submit Order Confirmation' below.  
Please print this page for your records.  
Customer Order Confirmation is **required** to process order.



627 Amersale Drive  
Naperville, IL. 60563  
sales@belson.com

Toll Free: 1-800-323-5664  
Phone: 1-630-897-8489  
Fax: 1-630-897-0573

**QUOTE #**  
**WQ 349596**

**Expired 10/10/2023**

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
T32	32 Gallon Recycled Plastic Two-Toned Receptacle With Liner BL Black CD Cedar - Vertical Slat Design *Discount Applied*	115	12	\$989.00	\$11,868.00
2T32	Double 32 Gallon Recycled Plastic Two-Toned Receptacle With Liners BL Black CD Cedar - Vertical Slat Design *Discount Applied*	200	13	\$1,604.00	\$20,852.00
HT-100	Recycled Plastic Hexagonal Shaped Picnic Table BL Black Frame CD Cedar Top/Seats *Discount Applied*	254	3	\$1,079.00	\$3,237.00
HT-100H	Recycled Plastic Hexagonal Shaped Universal Access Picnic Table BL Black Frame CD Cedar Top/Seats *Discount Applied*	237	1	\$1,017.00	\$1,017.00
CA4WB-P	Recycled Plastic 4' Cambridge Bench With Back, 2 Legs CD Cedar Back/Seat *Discount Applied*	70	10	\$316.00	\$3,160.00
AK-PP1	Wood Or Concrete Surface Mount Anchor Kit, Optional *Discount Applied*	1	10	\$47.00	\$470.00

Subtotal 5,689 **Subtotal** \$40,604.00

**0.0000% Tax** \$0.00

Customer Order Confirmation is required to process order.

**Shipping** \$3,381.18

Your Order will not be shipped without your "Order Confirmation"

**Grand Total** \$43,985.18

Bill To:

Ship To:

First/Last Name Rachel Conger

Company City of Jonesborough

Ship To City of Jonesborough

Address 1 123 Boone St

Address 1 720 N Cherokee St

Address 2

Address 2

City Jonesborough

City Jonesborough

State TN

State TN

Zip Code 37659

Zip Code 37659

Country USA

Country USA

Phone 423-791-3869

Fax

Email RachelC@jonesboroughtn.org

Phone 423-791-3869

Contact Rachel Conger

Email RachelC@jonesboroughtn.org

Additional Delivery Services

Phone Call 24 Hours Prior to Delivery<sup>o</sup>

Delivery to Residential or Non-Commercial Truck Route Addresses

Power Liftgate Service<sup>o</sup> - Driver will lower shipment from the truck to the ground (Only)

**Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.**

**<sup>o</sup> Does Not apply to UPS shipments**

Special Instructions

KP-E

Intended Payment Method



Visa



MasterCard



American Express



Discover



Check with Order



On Account

Order Confirmation Method — **Customer Confirmation is Required to Complete Order**

Email Order Confirmation

RachelC@jonesboroughtn.org

Fax Order Confirmation

Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To')

Phone

**Submit Order Confirmation**

**Cancel Order**

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

**DATE:** OCTOBER 16, 2023 **AGENDA ITEM #:** 7-J

**SUBJECT:** Resolutions for Tiger Park and Jonesborough K-8 School Project

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**BACKGROUND:**

As you are aware, we have been awarded the Local Parks and Recreation Fund Grant (LPRF) for Tiger Park at the new Jonesborough school and grant dollars awarded total \$2,245,000. Funding sources will include current school project funds and a not to exceed \$2,000,000 of additional funds that was approved by the Washington County Board of Commissioners. The resolutions before you authorize the town to pursue the additional \$2,000,000. This will be added to the overall debt service on the school project and will be made part of the overall payments from the county to the town on the new Jonesborough K-8 School debt service.

The Initial Resolution authorizes the issuance of a note to exceed \$2,000,000 General Obligation Bond for the purpose of “financing a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, renovation and equipping of public buildings within the Municipality, including a public school, related athletic and parking facilities, playgrounds and roads; the acquisition of all property real and personal, appurtenant thereto or connected with such work”. The initial resolution provides that unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the Town of Jonesborough, Tennessee, shall have been filed with the Town Recorder protesting the issuance of the Bond, such Bond will be issued as proposed.

The second Resolution is the Bond Anticipation Note (BAN) authorizing the issuance, sale, and payment of a \$2,000,000 Bond by the Town of Jonesborough; and authorizing the issuance of a BAN prior to the issuance of the Bond. The BAN is necessary as USDA, Rural Development will issue a bond to pay off the BAN and the town would begin paying the debt to USDA.

The third Resolution is the USDA Bond Resolution whereby at the completion of the project, USDA will pay off the BAN and issue a Bond to be added to the overall debt service for the School Project.

**RECOMMENDATION:**

1. Approve the Initial Resolution authorizing the issuance of a not to exceed \$2,000,000 General Obligation Bond of the Town of Jonesborough, as presented.
2. Approve the Resolution authorizing the issuance, sale and payment of a \$2,000,000 Bond by the Town of Jonesborough and authorizing the issuance of a Bond Anticipation Note, Series 2023, as presented.
3. Approve the USDA Bond Resolution authorizing the terms, issuance, execution, sale and payment of a General Obligation Bond, Series 2023C in the principal amount of not to exceed \$2,000,000, as presented.

**RESOLUTION NO. 2023-20**

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$2,000,000 GENERAL OBLIGATION BOND OF THE TOWN OF JONESBOROUGH, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of the Town of Jonesborough, Tennessee (the "Municipality"), to issue its General Obligation Bond (the "Bond"), for the purpose of financing certain public works projects, as hereinafter specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE:

SECTION 1. That for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, renovation and equipping of public buildings within the Municipality, including a public school, related athletic and parking facilities, playgrounds and roads; the acquisition of all property real and personal, appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above projects; to pay capitalized interest; and to pay costs incident to the issuance and sale of the Bond, the issuance of the Bond of the Municipality in the aggregate principal amount of not to exceed Two Million Dollars (\$2,000,000) is hereby authorized. The Bond shall be issued at a date, at a rate or rates of interest not to exceed the maximum rate allowed by law, and upon terms and conditions to be later determined.

SECTION 2. That the principal of, premium, if any, and interest on, the Bond, shall be payable from funds of the Municipality legally available therefor, and to the extent necessary, from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Bond, the full faith and credit of the Municipality will be irrevocably pledged. The Bond shall be additionally payable from, but not secured by, lease payments received by the Municipality under that certain Building Lease Agreement dated as of November 13, 2019 by and between the Municipality and Washington County, Tennessee, as amended and restated on October 20, 2020, as further amended.

SECTION 3. That the Bond described and authorized by this Resolution shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act").

SECTION 4. That after the adoption of this Resolution, the Town Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. That this Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.



Adopted and approved this 16th day of October, 2023.

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MAYOR

ATTEST:

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TOWN RECORDER

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the Town of Jonesborough, Tennessee, shall have been filed with the Town Recorder protesting the issuance of the Bond, such Bond will be issued as proposed.

STATE OF TENNESSEE)  
COUNTY OF WASHINGTON)

I, Janet Jennings, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Jonesborough, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of an Initial Resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen of said Municipality held on October 16, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of a not to exceed \$2,000,000 General Obligation Bond of said Municipality; (4) that the actions by the said Board of Mayor and Aldermen including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board of Mayor and Aldermen was present and acting throughout the meeting.

WITNESS my official signature and seal of said Municipality this 16th day of October, 2023.

(SEAL)

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TOWN RECORDER

**RESOLUTION NO. 2023-21**

RESOLUTION AUTHORIZING THE ISSUANCE, AND PROVIDING DETAILS, OF A GENERAL OBLIGATION BOND ANTICIPATION NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000; AUTHORIZING THE SALE THEREOF; AND, PROVIDING FOR THE PAYMENT OF SUCH NOTE

WHEREAS, the Town of Jonesborough, Washington County, Tennessee (the “Municipality”), is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bonds for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, renovation and equipping of public buildings within the Municipality, including a public school, related athletic and parking facilities, playgrounds and roads; the acquisition of all property real and personal appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above projects; to pay capitalized interest (collectively, the “Project”); and to pay costs incident to the financing thereof;

WHEREAS, the Board of Mayor and Aldermen of the Municipality (the “Board”), adopted an “Initial Resolution Authorizing the Issuance of a Not to Exceed \$2,000,000 General Obligation Bond of the Town of Jonesborough, Tennessee, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto” (the “Initial Resolution”), authorizing and directing, among other things, the issuance by the Municipality of its general obligation bond (the “Bond”), for the purpose of financing the costs of such Project and the costs incident to the financing thereof;

WHEREAS, the Initial Resolution authorized payment of the principal of, and interest on, the Bond from funds of the Municipality legally available therefore and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount;

WHEREAS, the Town Recorder has been instructed to publish a copy of the Initial Resolution in a newspaper of general circulation within the Municipality;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bond anticipation notes, in one or more series, for the purpose of providing funds to finance the Project in anticipation of the issuance and sale of the Bond; and,

WHEREAS, in order to proceed as expeditiously as possible with the construction of the Project, it is necessary that an interest bearing general obligation bond anticipation note be issued for the purpose of providing funds in anticipation of the issuance of such Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE, AS FOLLOWS:

Section 1.     Authorization. For the purpose of providing funds in anticipation of the issuance of the Bond, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing general obligation bond anticipation note (the “Note”) of the Municipality, in the aggregate principal amount of not to exceed Two Million Dollars (\$2,000,000), or such lesser amount as may be necessary for the construction of the Project and costs incident to the financing thereof.

Section 2.     Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

“Act” means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

“Advance” means the principal amount of the Note advanced by the purchaser from time to time.

“Authorized Representative of the Municipality” means the then Mayor or the then Town Recorder of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

“Board” means the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee.

“Bond” or “Bonds” means the not to exceed \$2,000,000 General Obligation Bond of the Municipality authorized by the Initial Resolution of the Board.

“Bond Counsel” means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

“Closing Date” means the date of delivery and payment of the Note (or any temporary Note as authorized by Section 11 hereof pending the preparation and delivery of the definitive Note).

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Note.

“Interest Payment Date” means each date on which interest shall be payable on the Note, according to its terms so long as the Note shall be Outstanding.

“Mayor” means the duly elected, qualified and acting Mayor of the Municipality, and his or her successors.

“Municipality” means the Town of Jonesborough, Tennessee.

“Note” or “Notes” means the \$2,000,000 General Obligation Bond Anticipation Note, Series 2023, of the Municipality authorized by this Resolution of the Board.

“Outstanding,” “Notes Outstanding,” or “Outstanding Notes” means, as of a particular date, all Notes issued and delivered under this Resolution except: (1) any Note paid or redeemed or otherwise canceled by the Municipality at or before such date; (2) any Note for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the Municipality for the benefit of the Owner thereof; (3) any Note in lieu of or in substitution for which another Note shall have been delivered pursuant to this Resolution, unless proof satisfactory to the Municipality is presented that any Note, for which a Note in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Note in lieu of or in substitution for which a new Note has been delivered and such new Note so delivered therefor shall be deemed Outstanding; and, (4) any Note deemed paid pursuant to a refunding which has not concurrently been called for redemption except that any such Note shall be considered Outstanding until the maturity thereof only for the purposes of being exchanged, transferred, or registered.

“Owner”, “Noteholder”, or any similar term, when used with reference to the Note, means any Person who shall be the registered owner of any then Outstanding Note or Notes.

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Registration Agent” means the then Town Recorder of the Municipality acting by and on behalf of the Municipality.

“Resolution” means this Resolution, as supplemented and amended.

“State” means the State of Tennessee.

“Town Recorder” means the duly appointed, qualified and acting Town Recorder of the Municipality, and his or her successors.

Section 3. Terms and Provisions of the Note. Said Note shall be designated “General Obligation Bond Anticipation Note, Series 2023”. The Note shall be dated as of the date of its issuance and shall be issued as a draw-down obligation; shall bear interest on the principal advanced thereunder at a rate not to exceed the maximum rate per annum allowed by law, payable semiannually commencing six months from the date of its issuance; shall be of such denomination and contain such terms, conditions, and provisions, other than as expressly provided or limited herein, as may be agreed upon by the Mayor of the Municipality and the purchaser of such Note; and, shall mature not later than two (2) years after the date of issuance, upon delivery of the Bond, or upon prepayment, whichever shall be earlier. The Note shall be fully registered as to principal and interest and shall be numbered R-1.

Section 4. Redemption. The Note shall be subject to redemption prior to maturity at the option of the Municipality, at any time, as a whole or in part, in integral multiples of Five Thousand Dollars (\$5,000), at the par value thereof plus accrued interest to the redemption date. Ten (10) days’ written notice of intended redemption shall be given to the registered owners, but the registered owner of the Note may waive such notice.

Section 5. Form of Note; Execution. (a) The Note is issuable only as a fully registered note, without coupons, in minimum denominations of Five Thousand Dollars (\$5,000). The Note issued under this Resolution shall be substantially in the form set forth in Exhibit “A” attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Note is prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality.

(b) The Note shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Town Recorder, and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon. The Note shall not be valid for

any purpose unless authenticated by the manual signature of the Registration Agent on the certificate set forth on the Note.

(c) In the event any officer whose manual or facsimile signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. The Note may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Note, were the proper officers of the Municipality to sign such Note, although on the respective dates of the adoption by the Municipality of the Initial Resolution or this Resolution, such individuals may not have been such officers.

Section 6. Negotiability of Note. The Note issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Note.

Section 7. Registration Books and Registration Agent. The Municipality hereby designates the Town Recorder of the Municipality, acting by and on behalf of the Municipality, as note registrar (the "Registration Agent") with respect to the Note and authorizes the Registration Agent so long as the Note shall remain Outstanding, to maintain at the principal office of the Registration Agent, books for the registration and transfer of the Note on behalf of the Municipality. The Registration Agent shall register in such books and permit to be transferred thereon, under such reasonable regulations as it may prescribe, the Note entitled to registration or transfer and to authenticate and deliver the Note either at original issuance, upon transfer, or as otherwise directed by the Municipality. The Registration Agent is authorized to make all payments of principal and interest with respect to the Note.

Section 8. Exchange of Note. The Note upon surrender thereof at the principal office of the Registration Agent, together with an assignment of such Note duly executed by the Owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Note of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Note surrendered for exchange.

Section 9. Transfer of Note. (a) The Note shall be transferable only on the registration books maintained by the Registration Agent at the principal office of the Registration Agent, upon the surrender for cancellation thereof at the principal office of the Registration Agent, together with an assignment of such Note duly executed by the Owner thereof or his, her, or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of the Note, the Registration Agent shall, in exchange for the surrendered Note, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount

and maturity and rate of interest as such surrendered Note, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

(b) The Municipality and the Registration Agent may deem and treat the Person in whose name the Note shall be registered upon the registration books maintained by the Registration Agent as the absolute owner thereof, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and the interest on, such Note and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Registration Agent upon such Note to the extent of the sum or sums so paid. Neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

Section 10. Regulations with Respect to Exchanges and Transfers. (a) In all cases in which the privilege of exchanging or transferring Notes is exercised, the Municipality shall execute, and the Registration Agent shall deliver, Notes in accordance with the provisions of this Resolution. For every exchange or transfer of Notes, whether temporary or definitive, the Municipality may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(b) Neither the Municipality nor the Registration Agent shall be obligated to exchange or transfer any Note during the fifteen (15) calendar days next preceding the maturity thereof or any call for redemption.

Section 11. Mutilated, Lost, Stolen, or Destroyed Note. (a) In the event the Note is mutilated, lost, stolen, or destroyed, the Municipality may execute, and the Registration Agent shall deliver, a new Note of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Note is a replacement Note) as the mutilated, destroyed, lost, or stolen Note, in exchange for the mutilated Note or in substitution for the Note so destroyed, lost, or stolen. In every case of exchange or substitution, the Noteholder shall furnish to the Municipality: (1) such security or indemnity as may be required by an Authorized Representative of the Municipality to hold the Municipality harmless from all risks, however remote; and, (2) evidence satisfactory to an Authorized Representative of the Municipality of the mutilation, destruction, loss, or theft of the subject Note and the ownership thereof. Upon the issuance of any Note upon such exchange or substitution, the Municipality may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the Municipality. In the event any Note which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the Municipality may,



instead of issuing a Note in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) if the Owner thereof shall pay all costs and expenses, including attorneys fees, incurred by the Municipality in connection therewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the Municipality such security or indemnity as an Authorized Representative of the Municipality may require to save the Municipality harmless and evidence to the satisfaction of an Authorized Representative of the Municipality of the mutilation, destruction, loss, or theft of such Note and of the ownership thereof.

(b) Every Note issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the Municipality (whether or not the destroyed, lost, or stolen Note shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Notes duly issued under such Resolution.

(c) The Note shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Note, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 12. Authentication. Only if the Note shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Registration Agent, shall it be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Registration Agent. Such executed certificate of authentication by the Registration Agent upon the Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution as of the date of authentication.

Section 13. Source of Payment; Security. The Note, including the principal thereof and the interest thereon, is payable from funds of the Municipality legally available therefore and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Note shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Note the full faith and credit of the Municipality is hereby irrevocably pledged. The Note shall additionally be payable from, but not secured by, lease payments received by the Municipality under that certain Building Lease Agreement dated as of November 13, 2019, by and between the Municipality and Washington County, Tennessee, as amended and restated on October 20, 2020, as further amended.

Section 14. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Note, there shall be levied in each year in which such Note shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. All such taxes levied and collected shall be deposited in a special fund to be designated “Bond Anticipation Note, Series 2023 Note Fund” (the “Note Fund”) and used solely for the payment of principal and interest on the Note as the same shall become due.

Section 15. Sale of Note. The Note shall be sold at a private negotiated sale in accordance with the terms of this Resolution as determined by the Mayor and Town Recorder of the Municipality. The Mayor and the Town Recorder are authorized to cause the Note to be authenticated and delivered to the successful purchaser as the case may be, and to execute, publish, and deliver all certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Note.

Section 16. Disposition of Note Proceeds. The proceeds advanced from the sale of the Note from time to time shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund, which is hereby authorized to be created, to be known as the “Bond Anticipation Note, Series 2023 Construction Fund” (the “Construction Fund”) to be kept separate and apart from all other funds of the Municipality. Monies in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any and may be invested in accordance with State law. Monies in the Construction Fund shall be expended only for the purposes authorized by this Resolution.

Section 17. Covenants. The Municipality covenants that, while the Note remains outstanding and unpaid, it will:

- (i) use its best efforts to provide permanent financing for the Project and the purposes authorized herein and issue the Bond as soon as the Municipality determines that it is practicable and in the best interest of the Municipality so to do;
- (ii) maintain its existence; and,

(iii) duly and punctually pay or cause to be paid, as herein provided the principal installments or redemption price of the Note and the interest thereon, at the dates and places and in the manner stated herein and faithfully and punctually perform all duties required by the Constitution and laws of the State and the Act, including the making and collecting of taxes in an amount at least sufficient to pay principal of and interest on the Note.

Section 18. Mandatory Redemption of Note. Contemporaneously with the issuance and sale of the Bond, the Note then outstanding, even though it may have not have matured, shall be paid, both principal and interest to date of payment, and the Note shall thereupon be surrendered by the registered owners thereof and cancelled. The Registration Agent shall give the registered owner of the Note not less than ten (10) days' written notice of the contemplated date of delivery of the Bond and retirement of the Note by mail, addressed to the registered owner of the Note at his, her, or its address as shown on the registration books of the Registration Agent; provided, that any such registered owner may waive such notice.

Section 19. Remedies of Noteholders. (a) Except as herein expressly limited, the Owner or Owners of the Note shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State and of the United States of America for the enforcement of payment of the Note, and of the pledge of the funds hereunder, and of all covenants of the Municipality hereunder.

(b) Upon the occurrence of an event of default in the payment of principal or interest, the Owners of not less than twenty-five percent (25%) in principal amount of the Note outstanding may exercise any one or more of the following remedies either singly or in combination with each other:

(i) either at law or in equity, by suit, action, mandamus, or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this Resolution; or,

(ii) take any other action permitted by law, the Act, or this Resolution.

Section 20. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of the Note that so long as the principal of the Note remains unpaid, monies on deposit in any fund or account in connection with the Note, whether or not from any other source, will not be used in a manner which will cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however,

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

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code and the Regulations to pay Rebatale Arbitrage pursuant to the Code and the Regulations to the United States Government it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Note from becoming subject to inclusion in federal gross income of the Owners of the Note for federal income tax purposes. The Municipality further covenants that it will not take any action that will cause the interest on the Note to be subject to inclusion in gross income of the Owners thereof for federal income tax purposes under Sections 103 and 141 through 150 of the Code.

Section 21. Annual Budget. The Municipality shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 22. Amendments. After the issuance of the Note, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Noteholders shall be made in any manner, until such time as all of the principal of and interest on the Note shall have been paid in full unless the consent of all of the Owners of all then Outstanding Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of Noteholders. The laws of the State of Tennessee shall govern this Resolution.

Section 23. Failure to Present Note. (a) In the event the Note shall not be presented for payment when the principal of, and interest on, such Note becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Municipality for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Municipality shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note.

(b) If the Note shall not be presented for payment within a period of five (5) years following the date when such Note becomes due, such Note shall (subject to the provisions of any applicable escheat or other similar law and subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the Municipality.

Section 24. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of the Note shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which municipal corporations similar to the Municipality are authorized by law to close, then the payment of the interest on, or the principal of such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which municipal corporations similar to the Municipality are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 25. No Action to be Taken Affecting Validity of the Note. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Note or limit the rights and remedies of the Owners from time to time of such Note or affect the exclusion of interest thereon from the gross income of the holders thereof for federal income tax purposes.

Section 26. Miscellaneous Acts. The Mayor, the Town Recorder, the Town Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to arbitrage certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Note.

Section 27. Engagement of Bond Counsel and Placement Agent. The Board hereby approves the engagement of Adams and Reese LLP to serve as bond counsel with respect to the issuance of the Bond and the Note and Raymond James & Associates, Inc. to serve as placement agent with respect to the issuance of the Note.

Section 28. No Recourse Under Resolution or on Note. All stipulations, promises, agreements, and obligations of the Municipality contained in the Initial Resolution or this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no

recourse shall be had for the payment of the principal of or interest on the Note or for any claim based thereon or on the Initial Resolution or this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Note.

Section 29. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 30. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 31. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.

Approved and adopted this 16th day of October, 2023.

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MAYOR

Attest:

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TOWN RECORDER

STATE OF TENNESSEE)  
COUNTY OF WASHINGTON)

I, Janet Jennings, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Jonesborough, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on October 16, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization of the issuance of a not to exceed \$2,000,000 General Obligation Bond Anticipation Note, Series 2023, of said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of October, 2023.

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TOWN RECORDER

(SEAL)



FORM OF NOTE

EXHIBIT "A"

Registered  
No. R-1

Registered  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WASHINGTON  
TOWN OF JONESBOROUGH  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
SERIES 2023

Interest Rate:

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

THE TOWN OF JONESBOROUGH, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation located in Washington County, Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the principal office of the Town Recorder, Town Hall, Jonesborough, Tennessee (the "Registration Agent"), the Principal Amount identified above, and to pay interest from the date hereof on said Principal Amount as advanced from time to time, or such later date as to which interest has been paid, to the Maturity Date, such interest being due and payable semiannually on \_\_\_\_\_ and \_\_\_\_\_, commencing \_\_\_\_\_ at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on

the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This note is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except as otherwise provided in said Code.

This note is known as “General Obligation Bond Anticipation Note, Series 2023” (the “Note”), issued by the Municipality in the aggregate principal amount of not to exceed \$2,000,000. The Note, which is issued for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, renovation and equipping of public buildings within the Municipality, including a public school, related athletic and parking facilities, playgrounds and roads; the acquisition of all property real and personal appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above projects; and to pay capitalized interest (collectively, the “Project”); and to pay costs incident to the issuance and sale of the Note, is authorized by appropriate resolutions of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen, adopted on October 16, 2023, entitled “Initial Resolution Authorizing the Issuance of a Not to Exceed \$2,000,000 General Obligation Bond of the Town of Jonesborough, Tennessee, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto,” and that certain Resolution, adopted on October 16, 2023, entitled “Resolution Authorizing the Issuance, and Providing Details, of a General Obligation Bond Anticipation Note, in the Aggregate Principal Amount of Not to Exceed \$2,000,000; Authorizing the Sale Thereof; and, Providing for the Payment of Such Note”, as such resolutions may be from time to time amended or supplemented in accordance with their terms (such resolutions as so amended or supplemented, being herein called collectively, the “Resolution”), and is issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the “Act”). Copies of said Resolution are on file at the office of the Town Recorder of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Note is issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This Note is payable from the proceeds of the General Obligation Bond of the Municipality in anticipation of which it is issued. This Note, including the principal hereof and the interest hereon, is payable from funds of the Municipality legally available therefore and the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. This Note shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on this Note the full faith and credit of the Municipality has been irrevocably pledged. This Note shall additionally be payable from, but not secured by, lease payments received by the Municipality under that certain Building Lease Agreement dated as of November 13, 2019, by and between the Municipality and Washington County, Tennessee, as amended and restated on October 20, 2020, as further amended.

This Note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the principal office of the Registration Agent, but only in the manner and subject to the limitations and conditions provided in the Note Resolution and upon surrender and cancellation of this Note. Upon any such transfer, the Municipality shall execute and the Registration Agent shall authenticate and deliver in exchange for this Note a new fully registered note or notes, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Registration Agent may deem and treat the person or entity in whose name this Note is registered as the absolute owner hereof, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on, this Note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

The Note is issuable only as a fully registered Note, without coupons, in minimum denominations of \$5,000. At the principal office of the Registration Agent, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, a fully registered Note may be exchanged for an equal aggregate principal amount of a fully registered Note of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemption prior to maturity at the option of the Municipality, at any time, as a whole or in part, in integral multiples of \$5,000, at the par value thereof plus accrued interest to the redemption date. Ten (10) days' written notice of intended redemption shall be given to the Registered Owners, but the Registered Owner of any note may waive such notice.

This Note shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Note. This Note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this Note in order to make this Note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this Note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE TOWN OF JONESBOROUGH, TENNESSEE, by its Board of Aldermen has caused this Note to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Town Recorder, to have its official seal, or a facsimile thereof, to be impressed or imprinted hereon, all as of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

Date of Authentication: \_\_\_\_\_, 2023

CERTIFICATE OF AUTHENTICATION

This Note is described in the provisions of the within mentioned Resolution and is the General Obligation Bond Anticipation Note, Series 2023, of the Town of Jonesborough, Tennessee.

By: \_\_\_\_\_  
Town Recorder, as Registration Agent

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Please type or print name, address, and social security number or other identifying number of Assignee)

\_\_\_\_\_  
\_\_\_\_\_  
the within note and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_, Attorney, to transfer the same note on the books

kept for registration hereby with full power of substitution in the premises.

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

SIGNATURE GUARANTEED:

SIGNATURE:

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.



**RESOLUTION NO. 2023-22**

RESOLUTION AUTHORIZING THE TERMS, ISSUANCE, EXECUTION, SALE, AND PAYMENT OF A GENERAL OBLIGATION BOND, SERIES 2023C, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000, OF THE TOWN OF JONESBOROUGH, TENNESSEE

WHEREAS, the Town of Jonesborough, Washington County, Tennessee (the "Municipality"), is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bonds, in one or more series, for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, renovation and equipping of public buildings within the Municipality, including a public school, related athletic and parking facilities, playgrounds and roads; the acquisition of all property real and personal, appurtenant thereto or connected with such work; to pay legal, fiscal, administrative, architectural and engineering costs; to reimburse the Municipality for the costs of the above projects; to pay capitalized interest (collectively, the "Project"); and to pay costs incident to the issuance and sale of general obligation bonds of the Municipality, as hereinafter defined;

WHEREAS, the Board of Mayor and Aldermen of the Municipality (the "Board") has adopted an "Initial Resolution Authorizing the Issuance of a Not to Exceed \$2,000,000 General Obligation Bond of the Town of Jonesborough, Tennessee, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto" (the "Initial Resolution"), authorizing and directing, among other things, the issuance by the Municipality of its bonds for the purpose of financing the costs of such Project and the costs incident to the financing thereof;

WHEREAS, the Initial Resolution authorized payment of the principal of, and interest on, the bonds from funds of the Municipality legally available therefore and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount;

WHEREAS, the Town Recorder shall publish a copy of the Initial Resolution in the *Johnson City Press*, a newspaper of general circulation within the Municipality;

WHEREAS, the Board of the Municipality deems it necessary and desirable to acquire, construct, improve, renovate and equip the Project and that a General Obligation Bond, Series 2023C (the "Bond"), of the Municipality be issued in the principal amount of not to exceed Two Million Dollars (\$2,000,000), for the purpose of providing, together with such other monies as may be available to the Municipality for such financing, funds for such Project; and,

WHEREAS, the United States of America has agreed to purchase said Bond when and if issued;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JONESBOROUGH, TENNESSEE, AS FOLLOWS:

Section 1.     Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

“Act” means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

“Bank” or “Banks” means a bank or trust company which is a member of the Federal Deposit Insurance Corporation, and is authorized under the laws of the United States of America or the State of Tennessee to engage in the banking business in this State.

“Board” means the Board of Mayor and Aldermen of the Town of Jonesborough, Tennessee.

“Bond Payment Date” means that certain date of the month thirty (30) days after the Closing Date and on that certain date every month thereafter until the retirement date.

“Bond” means that certain not to exceed \$2,000,000 General Obligation Bond, Series 2023C, of the Municipality authorized by this Resolution of the Board.

“Closing Date” means the date of delivery by the Municipality of the Bond, to the Original Purchaser.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bond, and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bond.

“Fiscal Year” means the twelve (12) month period commencing upon the 1st day of July of each calendar year.

“Mayor” means the duly elected, qualified, and acting Mayor of the Municipality, and his or her successors.

“Original Purchaser” means the United States of America.

“Project” means those certain public works projects, consisting of public buildings within the Municipality, including a public school, related athletic and parking facilities, playgrounds and roads, which are to be acquired, constructed, improved, renovated, and equipped with the proceeds of the sale of the Bond.

“Registration Agent” means the Town Recorder of the Municipality, and his or her successor or successors hereafter appointed in the manner provided in this Resolution.

“Resolution” means this Resolution, as supplemented and amended.

“State” means the State of Tennessee.

“Town Recorder” means the duly appointed, qualified, and acting Town Recorder of the Municipality, and his or her successors.

Section 2. Determination of Purpose. The Board hereby finds, determines, and declares that, in the public interest of the Municipality, it is necessary and desirable that the Municipality immediately acquire, construct, improve, renovate, and equip the Project.

Section 3. Construction of Project. The Board hereby determines to proceed as expeditiously as possible with the acquisition, construction, improvement, renovation, and equipment of the Project in accordance with the plans and specifications thereof.

Section 4. Issuance of Bond. In order to obtain funds for the acquisition, construction, improvement, renovation and equipment of such Project, there shall be issued, in accordance with the provisions of the Act, the Bond of the Municipality in the original principal amount of not to exceed Two Million Dollars (\$2,000,000).

Section 5. Authority. The Bond shall be issued pursuant to the authority granted by the Act and any other applicable provisions of law.

Section 6. Authorization and Terms. The Bond shall be issued as a fully registered Bond, without coupons, numbered R-1, with such series designations as determined by the officials of the Municipality executing such Bond, in the aggregate principal amount of not to exceed Two Million Dollars (\$2,000,000).

The Bond shall be designated “General Obligation Bond, Series 2023C.” Said Bond shall be a fully registered bond in the principal amount of not to exceed Two Million Dollars (\$2,000,000) numbered R-1. Said Bond shall be dated as of the date of delivery to the purchaser thereof; shall be in typed, printed, or photocopied form, or any combination thereof, as shall be approved by the purchaser of the Bond, the acceptance of such Bond by such purchaser to be conclusive evidence of such approval; shall bear interest on the unpaid principal amount thereof from and after said date of delivery at a rate not exceeding three and eight hundred seventy-five thousandths percent (3.875%) per annum, such principal and interest being payable monthly on the Bond Payment Date, commencing in the calendar month next succeeding the Closing Date of the Bond and continuing through and including the Bond Payment Date of the three hundred thirty-fifth (335<sup>th</sup>) calendar month thereafter, in an amount computed such that the aggregate sum of the principal and interest payable on each of such dates shall be a fixed constant amount calculated to reduce the outstanding principal of the Bond to zero at the three hundred thirty-sixth (336<sup>th</sup>) calendar month, with a final payment of all remaining principal and interest on the Bond Payment Date of the three hundred thirty-sixth (336<sup>th</sup>) calendar month, all of the foregoing payments to be applied first to the interest thereon then due and payable, and then to the outstanding principal thereof; provided, however, that in no event shall the final payment of the principal of, and interest on, the Bond extend beyond the twenty-eighth (28<sup>th</sup>) anniversary of the date of the Bond. The approximate annual aggregate principal and interest requirement on the Bond is calculated as not to exceed Nine Thousand Seven Hundred Eighty Dollars (\$9,780), assuming an interest rate of three and eight hundred seventy-five thousandths percent (3.875%) per annum.

Section 7. Execution of Bond. The Bond shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Town Recorder, and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon. The Bond shall not be valid for any purpose unless authenticated by the manual signature of an officer of the Registration Agent on the certificate set forth on the Bond.

Section 8. Registration and Negotiability. The Town Recorder is hereby appointed the Registration Agent and as such official shall establish and maintain suitable books (the "Registration Books") for recording the registration, conversion, and payment of the Bond, and shall also perform such other duties as may be required in connection with any of the foregoing.

The Bond shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of the Bond will be valid unless such transfer is noted upon the Registration Books at the office of the Town Recorder of the Municipality, as Registration Agent, upon presentation of the Bond at such office for verification of the endorsements made on the Payment Record attached to the Bond of the principal of and interest on paid or prepaid on the Bond, and the notation of such registration by the Registration Agent. All assignees shall take the Bond subject to such condition.

At the request of the owner of the Bond, the Municipality shall cause to be prepared, executed, and delivered to the registered owner, in exchange for such installment bond, a serial bond in an aggregate principal amount equal to the principal amount of such installment bond then unpaid, bearing interest at the same rate or rates as provided in such installment bond. Upon any such exchange, such installment bond shall be cancelled. The reasonable expenses in connection with such exchange shall be paid by the owner of the installment bond.

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

Section 9. Redemption. The Bond shall be subject to call and redemption, and installments of principal shall be subject to prepayment, at any time prior to maturity, at the option of the Municipality, without premium or penalty, upon payment, to the registered owner thereof, of the principal so redeemed or prepaid, plus interest accrued thereon until the date of redemption or prepayment. If installments of principal are so prepaid, such prepayments shall be only in inverse order of maturity.

Notice of intended redemption or intended prepayment of installments or portions of installments of principal shall be given by first-class mail to the registered owner of the Bond. Such notice shall be given not less than thirty (30) calendar days nor more than one hundred eighty (180) calendar days prior to the date fixed for redemption or prepayment. Each such notice of redemption or prepayment shall designate the date and place of redemption or prepayment; shall specify the principal amount of the installments of principal to be prepaid; and shall state that provided sufficient

funds are available on such redemption or prepayment date to pay the principal of and the unpaid interest accrued on the Bond if such Bond is to be redeemed, or the installments of principal to be prepaid, the interest on such Bond or on such installments of principal shall cease to accrue from and after the redemption or prepayment date specified.

Section 10. Payment. The principal of, and interest on, the Bond shall be payable in any coin or currency of the United States of America, which is legal tender for the payment of public and private debts as of the date of payment thereof. The principal of and interest on the Bond shall be payable by check, draft, or warrant of the Municipality mailed to the registered owner thereof at the address shown on the Registration Books of the Municipality and payment in such manner shall forever discharge and release the obligation of the Municipality to the extent of the principal, interest, or both so paid; provided, however, that the Bond shall be surrendered to the Registration Agent for cancellation upon payment in full of all principal and interest.

Payments made by the Municipality on the Bond and received by the registered owner thereof shall be applied to the interest due and the balance shall be applied to the installment of principal due at the time such payments are received.

Any delinquent payment made by the Municipality will be applied by the registered owner of the Bond in the following sequence:

- (1) past due interest,
- (2) past due installments of principal,
- (3) interest due, and
- (4) installment of principal due.

If any extra payments are made by the Municipality and received by the registered owner of the Bond, such extra payments shall be applied to the installments of principal in inverse order of maturity.

Section 11. Source of Payment; Security. The Bond, including the principal thereof, premium, if any, and interest thereon, is payable from funds of the Municipality legally available therefor, and to the extent necessary, from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Bond, the full faith and credit of the Municipality is hereby irrevocably pledged. The Bond is additionally payable from, but not secured by, lease payments received by the Municipality under that certain Building Lease Agreement dated as of November 13, 2019 by and between the Municipality and Washington County, Tennessee, as amended and restated on October 20, 2020, as further amended.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Bond, there shall be levied in each year in which such Bond shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be

assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefore may be made from the taxes herein provided when the same shall have been collected. All such taxes levied and collected shall be deposited in a special fund to be designated "Bond Fund, School Project" (the "Bond Fund") and used solely for the payment of principal and interest on the Bond as the same shall become due. There shall be deposited in the Bond Fund, on or before the fifteenth (15th) day of each month, an amount which, together with any monies which may be available for such payment for such month from the proceeds of the Bond or otherwise, shall be not less than the interest and installment of principal payable on the Bond, if issued, on the Bond Payment Date of the next succeeding calendar month. Monies in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the Bond, if issued; and said monies are hereby expressly and exclusively pledged for said purpose.

Section 13. Form of Bond. The Bond shall be substantially in the form attached hereto as Exhibit "A" and incorporated herein as fully as though copied.

Section 14. Covenants Regarding the Project. The Municipality hereby covenants and agrees with the registered owner of the Bond, if issued, that so long as the principal of, or interest on, the Bond, if issued, remains outstanding and unpaid:

(a) That the Municipality will duly and punctually pay or cause to be paid, as herein provided the principal installments or redemption price of the Bond and the interest thereon, at the dates and places and in the manner stated herein and faithfully and punctually perform all duties required by the Constitution and laws of the State and the Act, including the making and collecting of taxes in an amount at least sufficient to pay principal of and interest on the Bond.

(b) That the Municipality will maintain and keep proper books or records and accounts separate from all other records and accounts of the Municipality, in which complete entries shall be made of all transactions relating to the Bond, or provided therefor; that it will cause the books and accounts of the Municipality to be audited annually by certified public accountants; that any such owners of the Bond, if issued, shall have the right to inspect at all reasonable times all records and accounts and data relating thereto; and, that the Municipality will furnish to any registered owners of the Bond, if issued, all data and information relating to the Bond which may be reasonably requested.

(c) That unless approved in writing by the Original Purchaser, no changes shall be made in the plans and specifications for the improvements of the Project financed by means of the proceeds of the sale of the Bond.

(d) That each officer of the Municipality or person, other than Banks, having custody of funds of the Municipality shall be under fidelity bond at all times in an amount required by State law and the holder of the Bond.

Section 15. Remedies of Bondholders. So long as the principal of, or interest on, the Bond remains unpaid and outstanding, the owner of the Bond may, either at law or in equity, by suit, action, mandamus, or other proceedings, and in any court of competent jurisdiction, enforce and compel performance by the officials of the Municipality of all duties of the Municipality under this Resolution, or under any applicable laws.

Section 16. Defeasance and Release of Lien. So long as the United States of America is the owner of the Bond herein authorized, the Municipality shall not issue any bonds or other obligations for the purpose of defeasing or otherwise refunding the Bond herein authorized without immediately prepaying the Bond.

Section 17. Sale of Bond. The Mayor and the Town Recorder are hereby authorized to execute the Bond and deliver the same to the United States of America, in exchange for the purchase price thereof, which price shall be at par, with no premium or discount.

Section 18. Disposition of Bond Proceeds. The proceeds from the sale of the Bond and from the sale of the note issued in anticipation of the Bond, shall be deposited with a Bank in a special fund to be known as the "Construction Fund, School Project" (the "Construction Fund"), and shall be disbursed solely for the payment of the costs of acquiring, constructing, improving, renovating, and equipping the Project, all in the manner and according to the terms required by the United States of America, Department of Agriculture, including costs of acquisition, construction, improvements, renovations and equipment, costs of necessary architectural and engineering services, legal, administrative and clerical costs, costs of reimbursement, capitalized interest and other necessary miscellaneous expenses. Monies in the Construction Fund shall be secured in the manner prescribed by applicable statutes relating to the securing of public or trust funds, if any, or if legally permissible, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Any proceeds from the sale of the Bond remaining in the Construction Fund after the completion of such acquisition, construction, improvements, renovations and equipment shall be used at the earliest practicable date for the payment of the Bond, as herein provided. If any grant funds are obtained from the United States Government, or any agency thereof, for the acquisition, construction, improvement, renovation and equipment of the Project, and deposited in the Construction Fund as herein provided, any excess of such grant funds after such completion shall be returned to the appropriate official or agency of the United States Government; provided, however, that excess monies remaining after such completion shall be allocated so that excess proceeds from the sale of the Bond shall be in the same proportion to excess grant funds that the total proceeds from the sale of the Bond bore to the total of the funds so granted.

Section 19. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of any series of tax-exempt bonds issued hereunder that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bond, whether or not from any other source, will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bond subject to federal income taxation.

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

Section 20. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owners from time to time of the Bond and, after the issuance of the Bond, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the following Section, until such time as all of the principal of, and interest on, the Bond shall have been paid in full.

Section 21. Modification of Resolution. The owners of seventy-five percent (75%) of the aggregate principal amount of the Bond at any time outstanding (not including such Bond which may then be held or owned by or for the account of the Municipality, but including such refunding bonds as may have been issued for the purpose of refunding the Bond or any installments of principal thereof, if such refunding bonds are not then owned by the Municipality) shall have the right from time to time to consent to and approve the adoption by the Board of a resolution or resolutions modifying any of the terms or provisions contained in this Resolution; provided, however, that this Resolution may not be so modified or amended in such manner as to:

- (a) make any change in the maturity of the installments of principal of the Bond;
- (b) make any change in the rates of interest borne by the Bond;
- (c) reduce the amount of the principal payable on the Bond;
- (d) modify the term of payment of principal of or interest on the Bond or impose any conditions with respect to such payment;
- (e) affect the rights of less than all of the owners of the Bond; or,
- (f) reduce the percentage of the aggregate principal amount of the Bond, the consent of the owner(s) of which is required to effect further modification of this Resolution.

Whenever the Municipality shall propose to amend or modify this Resolution under the provisions of this Section 21, it shall cause notice of the proposed amendment to be filed with the owner or owners of the Bond. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Registration Agent for public inspection.

Such amendatory resolution may be adopted if, and only if, within one (1) year from the date of the filing of said notice, an instrument or instruments executed by the owner(s) of the Bond then outstanding, as determined in this Section, have been filed with the Registration Agent, which



instrument or instruments refer to the proposed amendatory resolution described in said notice and specifically consent to and approve the adoption thereof.

If the owner(s) of the Bond, outstanding at the time of the adoption of such amendatory resolution, as defined in this Section 21, or the predecessors in title of such owners shall have consented to and approved the adoption thereof as herein provided, and not revoked such consent as provided in this Section 21, no owner of the Bond whether or not such owner has consented to, or revoked any consent, shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Municipality from taking any action pursuant to the provisions hereof.

Any consent given by the owners of the Bond, pursuant to the provisions of this Section, shall be irrevocable for a period of six (6) months from the date of the issuance of the notice provided for above, and shall be conclusive and binding upon all future owners of the Bond during such period. Such consent may be revoked at any time after six (6) months from the date of issuance of such notice by the owner of the Bond who gave consent, or if such person no longer holds the Bond by the then owner of the Bond by filing notice of such revocation with the Registration Agent; provided, however, that such revocation after six (6) months from said date of issuance shall not be effective if the owners of seventy-five percent (75%) in aggregate principal amount of the Bond then outstanding as defined in this Section 21, shall have consented to and approved the amendatory resolution referred to in such revocation prior to the attempted revocation.

The date and date of the execution of any instrument under the provisions of this Section 21 may be proved by the certificate of any official in any jurisdiction who, by the laws thereof, is authorized to take acknowledgements of deeds within such jurisdiction, that the person signing such instrument acknowledged before him or her the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such official.

All such information with respect to the Bond shall be determined by reference to the Registration Books.

Section 22. No Action to be Taken Affecting Validity of the Bond. The Municipality hereby covenants and agrees that it will not take, cause to be taken, nor permit to be taken, any action, including, but not limited to any action pertaining to the Project, or the use thereof, that would in any manner affect the validity of the Bond or limit the rights and remedies of the owners from time to time of such Bond or affect the tax status of the interest payable thereon.

Section 23. Bond Anticipation Note. Pending delivery of the Bond, a bond anticipation note shall be issued by the Municipality for the purpose of providing funds in anticipation of the issuance of the Bond, and to evidence funds obtained on an interim basis from sources other than the Original Purchaser. On October 16, 2023, the Municipality approved the issuance of a \$2,000,000 bond anticipation note, in one or more series (the "Bond Anticipation Note"), in connection with the Project. The Bond Anticipation Note shall be payable within no more than two (2) years from its date of issuance, subject to extension as permitted by applicable law. The Bond Anticipation Note shall bear interest at such rate as shall be negotiated with the purchaser thereof.

The Bond Anticipation Note shall be issued in an aggregate principal amount that does not exceed the principal amount of the Bond authorized by this Resolution.

The proceeds of the sale of the Bond Anticipation Note shall be deposited in the Construction Fund upon the terms as set forth therein.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason whatsoever, the invalidity or unenforceability of such section, paragraph, or provision shall not affect the validity or enforceability of any of the remaining provisions hereof.

Section 25. Conflicting Resolutions and Effective Date. All resolutions and orders or parts thereof in conflict with the provisions of this Resolution, to the extent of such conflict, are hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 16th day of October, 2023.

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MAYOR

Attest:

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TOWN RECORDER

STATE OF TENNESSEE)  
COUNTY OF WASHINGTON)

I, Janet Jennings, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Jonesborough, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on October 16, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization, issuance, and sale of a not to exceed \$2,000,000 General Obligation Bond, Series 2023C, of said Municipality; (4) that the actions by said Board, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of October, 2023.

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Town Recorder

(SEAL)

FORM OF BOND

EXHIBIT "A"

REGISTERED  
NO. R-1

REGISTERED  
\$2,000,000

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WASHINGTON  
TOWN OF JONESBOROUGH  
GENERAL OBLIGATION BOND,  
SERIES 2023C

KNOW ALL YE BY THESE PRESENTS, that the Town of Jonesborough, Tennessee (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, acknowledges itself indebted, and hereby promises to pay in the manner hereafter provided, to the registered owner hereof, or legal representatives, the principal sum of Two Million Dollars (\$2,000,000), and to pay to the registered owner hereof, or legal representatives, interest on the unpaid principal balance hereof at the rate of three and eight hundred seventy-five thousandths percent (3.875%) per annum from and after the date hereof, such interest and principal being payable monthly in the amount of \$9,780 on the \_\_\_\_ day of each calendar month, commencing on \_\_\_\_\_, with a final payment on \_\_\_\_\_, all of the foregoing payments to be applied first to the interest hereon then due and payable, and then to the outstanding principal hereof.

Both the principal hereof and the interest hereon are payable in lawful money of the United States of America by check, draft, or warrant mailed to the registered holder hereof at the address shown on the registration books, as hereinafter provided, of the Municipality, and payment in such manner shall forever discharge and release the obligation of the Municipality to the extent of the principal or interest, or both, so paid; provided, however, that upon payment in full of all principal hereof and interest herein, this Bond shall be surrendered to the Town Recorder of the Municipality (the "Town Recorder") for cancellation.

This Bond shall be fully registered as to both principal and interest in the name of the holder thereof on the registration books of the Municipality kept for such purposes by the Town Recorder, or his or her successor officials, as registration agent (the "Registration Agent"). No transfer of this Bond shall be valid unless at the written request of the registered holder owner, or the attorney duly authorized in writing for such registered owner, such transfer is noted by the Registration Agent upon both the within Bond and said registration books at the office of the Town Recorder of the Municipality, as Registration Agent, upon presentation hereof at such office for verification of the endorsements made or the Payment Record attached to the Bond of the principal of and interest or paid or prepaid hereon and the notation of such registration by the Registration Agent. All assignees shall take this Bond subject to such condition.

Any notice to the contrary notwithstanding, the Municipality and all of the officials and employees thereof, including the Registration Agent, may deem and treat the registered owner hereof, as determined in the above manner, as the absolute owner of this Bond for all purposes, including, but not limited to, payment of the principal hereof and the interest hereon, regardless of whether any such payments shall then be overdue.

Any, including all, installments of the aggregate principal sum of this Bond shall be subject to call and redemption prior to maturity at any time at the option of the Municipality, without premium or penalty, as a whole or in part, in inverse order of maturity, upon payment to the registered holder hereof of the principal so redeemed, plus interest accrued thereon to the date of redemption, said principal and accrued interest to be paid by check, draft, or warrant mailed on or before the redemption date to said registered holder at the address shown on the registration books of the Municipality.

Notice of intended redemption, specifying both the date of redemption and the aggregate principal amount to be redeemed, shall be given to the registered owner hereof by first-class mail, not less than thirty (30) days, nor more than one hundred eighty (180) days, prior to the date fixed for redemption. Said notice shall also state that interest on the aggregate principal amount to be so redeemed shall cease to accrue from and after the redemption date specified, provided sufficient funds are available on said redemption date to fully pay said aggregate principal amount redeemed and the unpaid interest accrued thereon.

This Bond is issued to finance the acquisition, construction, improvement, renovation and equipping of certain public works projects, including a public school, related athletic and parking facilities, playgrounds and roads, including all property, real and personal, appurtenant thereto or connected with such work, and defraying all necessary and incidental expenses in connection therewith, under authority of, and in full compliance with the Constitution and statutes of the State of Tennessee, including Chapter 9, Title 21, Tennessee Code Annotated, as amended, and under and pursuant to a resolution adopted by the Board of Mayor and Aldermen of the Municipality on October 16, 2023 (the "Resolution"). Reference is hereby made to said Resolution for a more complete statement of the terms and conditions upon which this Bond is issued, the rights and duties of the Municipality, and the rights of the holder hereof. By acceptance of this Bond, the registered owner hereof shall be conclusively deemed to assent to all the provisions of said Resolution.

The Bond, including the principal thereof, premium, if any, and interest thereon, is payable from funds of the Municipality legally available therefor, and to the extent necessary, from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Bond, the full faith and credit of the Municipality is hereby irrevocably pledged. The Bond is additionally payable from, but not secured by, lease payments received by the Municipality under that certain Building Lease Agreement dated as of November 13, 2019 by and between the Municipality and Washington County, Tennessee, as amended and restated on October 20, 2020, as further amended.

For a more complete statement of the funds from which and conditions under which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued, and the terms upon which the above described Resolution may be modified, reference is hereby made to the Resolution.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this Bond, in order to make such Bond a legal, valid, and binding obligation of the Municipality, have been done, and did exist in the due time and form, and as required by the Constitution and statutes of the State of Tennessee; that this Bond, together with

all other indebtedness of the Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Bond and the income herefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer and estate taxes, provided, however, under certain other statutes and under certain conditions, the principal of and interest on this Bond may be subject to corporate excise taxation in the State of Tennessee.

IN WITNESS WHEREOF, the Municipality, by its Board of Mayor and Aldermen, has caused this Bond to be signed by its Mayor, countersigned by its Town Recorder, all as of this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Recorder



(Form of Assignment)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_ the within Bond, together with accrued interest thereon, and all right, title, and interest thereto, and hereby irrevocably authorizes, constitutes and appoints \_\_\_\_\_ attorney to transfer said Bond on the registration books of the within named Municipality kept by the Bond Registrar, with full power of substitution in the premises.

Dated: \_\_\_\_\_

In the presence of:

\_\_\_\_\_

(Form of Registration Provisions)

This Bond shall be registered on the books of the Municipality kept for such purpose by the Town Recorder of the Municipality, or his or her successor(s), as Registration Agent. The principal and interest on this Bond shall be payable only to, or upon the order of, the registered owner, or his, her, or its legal representatives.

REGISTRATION

(No writing in these blanks except by Bond Registrar)

<u>Date of Registration</u>	<u>Name, Address and Tax I.D. No. of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____, 2023	USDA Rural Development	
	4300 Goodfellow Blvd, Bldg 104	
	St. Louis, MO 63120-1703	