

AGENDA
JACKSON CITY COUNCIL MEETING
July 7, 2020 – 9:00 A.M.
GEORGE A. SMITH MEETING ROOM

- I. CALL TO ORDER.**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.**
Councilmember -?
- III. ROLL CALL.**
- IV. APPROVAL OF MINUTES OF THE JUNE 16th and June 23rd BUDGET HEARINGS.**
- V. PROCLAMATIONS.**
- VI. INVITATION FOR PUBLIC COMMENT.**
- VII. FIRST READINGS:**
 - 1. Consideration of an Ordinance to amend that Animal Control Ordinance for the City of Jackson, TN
 - 2. Proposed Budget Amendment in the amount of \$50,732 to fund the City's match for Airport Economic Development Grant.
 - 3. Proposed Budget Amendment in the amount of \$80,000 to recognize the JPD award for JAG Grant.
- VIII. SECOND READINGS:**
- IX. NEW BUSINESS:**
 - 1. Election of FY 20-21 Vice Mayor
 - 2. Annual Report from Budget Committee
 - 3. Budget Report from the Community Economic Development Commission
 - 4. HB/SB 2926 item – Great Wolf Lodge
 - 5. Revision to Debt Management Policy
 - 6. Consideration of the revisions to the OJI Policy & Procedures
 - 7. Consideration of reappointment of Greg Jordan and appointment of Dr. Susan Francisco to the JMCL Board
 - 8. Consideration of the appointment Mandy White to Planning Commission

9. Consideration of reappointment of Wayne Arnold to the Jackson Municipal Planning Commission
10. Consideration of appointment of Jimmie Trice-Baylor to the Jackson Community Redevelopment Agency
11. Consideration of appointment to the Ned Advisory Board:
 - a. Billie Duke
 - b. Darren Lykes
 - c. Daniel Morgan
12. Consideration of a contract with Hope Restored Counseling for intensive outpatient treatment and moral reconnection therapy
13. Consideration of change order #2 for Dr. F. E Wright Drive Phase 1 road-widening project
14. Consideration of invoices over \$10,000

X. ADJOURN.

MINUTES

JACKSON CITY COUNCIL – BUDGET HEARING MEETING

June 16, 2020 – 9:00 A.M.

GEORGE A. SMITH MEETING ROOM

Call to Order, Invocation, Pledge of Allegiance, and Roll Call:

The Council of the City of Jackson met in a special call session on **Tuesday, June 16, 2020**, at 8:00 A.M. Councilmember Harvey Buchanan gave the invocation and led the audience in the Pledge of Allegiance. The mayor then called the roll. Councilmembers Ernest Brooks II, David Cisco, Johnny Dodd, Russ McKelvey, Ross Priddy, Paul Taylor, and Marda Wallace were present. Absent were Gary Pickens and Harvey Buchanan. For the City of Jackson, Mr. Bobby Arnold, Finance, and Ms. Susan White, Purchasing and all other department heads were present to deliver the department budget. Also present was Sandy Maxwell recorder of the minutes (full video of the meeting can be found at <http://www.youtube.com/c/CityOfJacksonTN731>).

Approval of Minutes:

The minutes for June 9, 2020, meeting were approved and signed.

Proclamations:

None

Invitation for Public Comment:

Mayor Scott Conger reminded the audience this is a public hearing, and open to public comment for opposition to or in favor of items on the first readings. Anyone is allowed to speak when the appropriate items are up for discussion.

First Readings:

An Ordinance to establish the FY (i.e., July 1, 2020, through June 30, 2021) Operating and Capital Budget and FY 21 Property Tax Rate for the City of Jackson, TN. 3:38 – 50:47

Mr. Bobby Arnold started by presenting the proposed budget ordinance to the council for the FY 21 budget and tax rate.

Report: Addressing the tax rate first, on page seven, section seven of the proposed ordinance, our tax rate for the FY 21 year remains the same, which is \$1 96.19, but the difference would be in the allocation of the property taxes for FY 21. We're proposing that 1.4377 be directed to the general fund and .5242 be directed to the debt service fund. The current year the tax rate is distributed 1.44 to the general fund, .4610 the debt service fund, .0609 to the capital outlay. That change is necessitated by the fact that in the year 2021, we have an increase in our debt service requirements, which will address that when we look at the debt service.

Beginning with the General Fund on page two, the schedules are laid out for each fund. We got the actual audited results for **FY 19, the estimated results for FY 20** (were initially based on February year-to-date

numbers, have been updated, within reason to include, March and April results), and the FY 21 proposed results. Looking at the general fund in relationship to FY 20 vs. FY 19, you'll see that revenues are down from by about \$4 million (about 5.5%), a significant drop. Also, note expenses are down from an estimated FY 20 vs. FY 19 by 4.4% reduction in expenses, and we transition from a small surplus in FY 19 to an estimated small deficit in FY 20. To highlight some material revenue variances that create this situation—looking at the handout (not intended to look at every change or to reconcile, just an overview), the material changes in revenue from FY 19 to FY 20. The first broad category is Taxes; as you look at the accounts that are affected, the primary driving of those decreases in revenue is the COVID-19 impact. The same situation is true for License and Permits. Another factor is significant changes in Grants. In terms of intergovernmental revenues, a decrease of over a half a million dollar from the Hall Income Tax revenues from the State of Tennessee (driven by the state implementing the Improve Act to help fund roads, by phasing out the Hall Income Tax, and reduced taxes on groceries), so that had a significant impact. The final category with a decrease is in the usage of Money and Properties, speaking only to the Public Facilities – Combined. Public Facilities have been shut down in March and will remain so until June.

The material expense variances from FY 19 to FY 20 in the General Fund (not intended to look at every change or specific line item, just an overview), looking at General Government category, Fees & Commissions – Combined, that is a combination of several different accounts. Notice a grant revenue went, so did grant expenses. Community Relations and Marketing, about halfway through this fiscal year, the decision was made to begin to charge, Community Relations and Marketing expenses related to the Jackson General (previously been charged to General Government category) moved to the Ballpark category. The second factor is that the ball season has been canceled, so that reduces some of the expenses well. The Public Works category, there are a couple of accounts that are footnoted Animal Care – Combined, Street Maintenance – Combined and under Parks and Rec, Groundskeeping – Combined. The substantial increase is primarily driven by the decision we made to redirect expenses that were previously in the Solid Waste Fund to the General Fund, where they are more appropriately reflected. Finally, Transfers to Other Funds category, We're looking at the transition from FY 19 to FY 20. In FY 19, \$710,200 was transferred from the General Fund to the Debt Service Fund (to retire the debt on what's referred to as the Short Street building for the Police Department). There are three transfers that we talked quite a bit 1.) \$500,702 a transfer to the Solid Waste Fund to write off the receivables that were due to the General Fund from the Solid Waste Fund \$400,000 for the similar transaction between the General Fund, and the Sportsplex Fund. 3.) \$101,362 a transfer from the General Fund to the Debt Service Fund. So, both the \$500,000 transfer to the Solid Waste Fund and the \$400,000 those are estimated, not to exceed numbers, those numbers are still to be determined as we close out the fiscal year. I am more confident in the \$500,000 for the Solid Waste Fund. But maybe not as confident about the \$400,000 for the SportsPlex Fund, because some of their operations have been interrupted. Last transfer to the Debt Service Fund, which the amendment that passed was an amount not to exceed \$500,000, looks more like \$101,000 rather than \$500,000. But please remember all of these are still estimates at this point.

Revenues were down 5% from FY 19 to FY 20, and expenses are down 4%; we went from a small surplus in FY 19 to a small deficit in FY 20. In the General Fund, look at the budget ordinance itself (page 2), there is a small increase in revenues for the General Fund. That is about \$450,000 to \$500,000 increase six-tenth of 1% year-over-year. The appropriations of expenses in the General Fund that is an increase of about \$4 million, or about 6% from FY 20 to FY 21, currently the proposed ordinance reflects a \$4.2 million deficit for the General Fund. Looking at the material revenue variances from FY 20 estimated, to FY 21 proposed, starting the with the broad category of Taxes. Please note that we do have nominal increases in property taxes projected due to the slight increase in the assessed valuation and our historical collection percentage of 97%. We have projected a rebound in our Beer and Liquor taxes—the same for business taxes (I should have mentioned previously on business taxes; not only the COVID impact directly, but the state extended the timeline for paying their business tax, so it is a timing issue from year-to-year), but when you compare business taxes from FY 20 to FY 21, there is an increase. The continued impact of COVID

on our Sales Tax and our Hotel -Motel collections will continue into next year. Grant revenue varies, up in FY 19, a little bit less than 20, but picks up in 21. Intergovernmental revenues, you can see the gas tax excise tax gross receipts and sales tax. The anticipated impact from the state shared revenues, primarily driven by COVID-19, and remember these are decreased above the decreases we experienced in FY 20. Finally, the last line, the SportsPlex revenue, one of the significant changes in this next year's budget is the proposal to consolidate SportsPlex Fund into the General Fund. That would have a \$1.1 billion impact on revenue in the General Fund, a lot less significant impact on expenses. Looking on the last page is heading City of Jackson FY 21 budget General Fund Expenses Material Variances, and the columnar heading is from FY 21 from F Y21, grant revenues have increased in FY 21 from FY 20. Hence, the related grant expenses are there, as well. We have a significant decrease in the cost of our projected what we refer to as terminal leave, driven by early retirement in FY 20. We have projected a 7% increase in the cost of our health plan with no change in cost-sharing, which is 70%, City / 30%, Employees. One Jackson – Civic Masterplan, no or few expenditures to that line item are very few this current year, but those funds are going to be needed this next year for the Wolf Lodge project.

Stormwater Operations has a pretty significant increase, relating to a specific project that will come before you later in today's meeting. Finally, SportsPlex cost, that will impact the General Fund next year's from consolidating those particular funds, they will not repeat themselves FY 21. Concluding my comments on the General Fund, look back at the budget ordinance. When you look at the FY 21 budget for the General Fund, compared FY 19, which is the last pre-COVID year that we have, and FY 20 has undoubtedly been a year of transition. We've had all the transfers in FY 20 that we won't have in 21, just a lot of moving parts. So a good benchmark, maybe FY 21 compared to FY 19. So looking at FY 21 revenue compared to FY 19 revenue for the General Fund, it's down 4.9% from revenues, and FY 19 and expenses are up 1.3%, and FY 21, and total from FY 19. Back to the ordinance (pg. 2), SportsPlex Fund, notice the FY 21 column is blank for the budget because it's been moved to the General Fund. Page three, no comment on the Community Development Fund. On the Solid Waste Fund, just one comment here, remember when you look at FY 20 high impact items to note: 1.) in the revenue section, the \$500,000 transfer from the General Fund. 2.) in the expenses section, we transfer funds from the Solid Waste Fund to the General Fund for Animal Care, Property, and Leaf and Street Maintenance. No comment on the Police Drug Fund, or the Metro Drug Fund. Metro Drug Fund. The Debt Service Fund, a couple of notes: 1.) in the revenue section, transfers in from other funds, and the projected transfers for next year. 2.) notice the transfers to other funds, \$8,844,600 in FY 19 and \$6.2 million in FY 20, remember those are the debt issue that we had in each of those years where the funds went into the debt service fund, and later were transferred out to the Capital Outlay. No debt is proposed for the FY21 budget. Keeping in mind the Debt Service, turn to page 6, section 3, in the budget ordinance. This section lays out our debt for FY 21. Turning back to page 4 is the Capital Outlay Fund for FY 21, please remember that for FY 21 no tax dollars are going into the Capital Outlay Fund. The grant line for next year is \$6.6 million in revenues, which is a combination of the state grants for \$1.5. million and two other road projects. 1.) South Bypass project, which is a grant-funded project at 100% funded, no match. 2.) the completion of the F. E Wright Dive, which that project does have a 20% city match. The \$113,000 in the Capital Outlay is for a new piece of pothole technology, those funds from the Improve Act allows us to use these funds, so we are going to direct the funds from the General Fund to the Capital Outlay Fund to acquire that piece of equipment. On page 6, section 4, this is some detail on the Capital Outlay Fund for next year. The way that the State Comptroller likes to see the budget ordinance is in two categories. The first box, they describe as pending capital projects. These are projects we historically have classified as carryover items, meaning these items were approved in this current year budget FY20 and were encumbered by purchase order and/or a contract. So items are approved, but we will need to allow for the cash funding for these items in FY 21 Capital Outlay Funds. They total \$7.1 million, includes the two previously mentioned road projects, a new fire department, and the City Court building. The State Comptroller describes new items as proposed future capital projects. Of course, the previously mentioned items, pothole machinery, state grant for street resurfacing, and the Metro Growth Fund, they are self-funded. Still, they do have \$57,000 worth of capital are included in proposed capital projects. Wrapping up the ordinance, the last two funds Landfill and Community Redevelopment (pg. 5), no comments on those funds. But page 5, section 2, of the ordinance, the state asks us to list our estimated fund balances at June 30 of 2020. The purpose for that is in some of our funds, the Capital Outlay and the General Fund are good examples as we will be spending some of the estimated ending fund balance next year, so they like for us

to lay that out. In the ordinates on page 6, we've already talked about these numbers, as well as page 7, which lays out the tax rate.

Department Heads were called forward to answer questions from the council regarding the department budget. Below are the departments in order; notice the video timestamp for each department (<http://www.youtube.com/c/CityOfJacksonTN731>).

1. Office of the Mayor & City Council, Alex Reed (Pt. 1, video timestamp – 51:28 to 1:00:15)
2. Municipal Court, Darryl Hubbard (Pt. 1, video timestamp – 1:00:48 to 1:08:31)
3. Recovery Court, Haley Coble (Pt. 1, video timestamp – 1:08:52 to 1:12:15)
4. Revenue and Finance, & Accounting, Bobby Arnold (Pt. 1, video timestamp – 1:12:34 to 1:16:58)
5. Purchasing, Susan White (Pt. 1, video timestamp – 1:17:32 to 1:27:46)
6. IT, Brian Taylor, (Pt. 1, video timestamp – 1:28:00 to 1:33:27)
7. HR, Lynn Henning (Pt. 1, video timestamp – 1:33:44 to 1:36:40)
8. Risk Management, Stacey Stone (Pt. 1, video timestamp – 1:36:29 to 1:38:15)
9. Public Buildings, Devilon Young & Alex Reed (Pt. 1, video timestamp – 1:38:55 to 1:40:56)
10. Farmer's Market, Tammy Buchanan (Pt. 1, video timestamp – 1:41:13 to 2:06:29)

Recess Break

11. Police Department, Chief Wiser & Dep. Chief Michael (Pt. 2, video timestamp – 00:06 to 55:58)
12. Fire Department, Chief Samuels & Dep. Chief Don Friddle (Pt. 2, video timestamp – 56:37 to 1:14:23)
13. Central Dispatch, LaNonda Jernigan (Pt. 2, video timestamp – 1:14:48 to 1:26:06)

Lunch Break

14. Planning, Stan Pilant (Pt. 3, video timestamp – 00:17 to 3:45)
15. Building and Housing Codes, Greg Rowland (Pt. 3, video timestamp – 4:06 to 11:43)
16. Animal Care Center, Whitney Owen (Pt. 3, video timestamp – 12:10 to 31:41)
17. Street Department, Percy Jones & Johnny Weddle (Pt. 3, video timestamp – 32:03 to 37:51)
18. Garage, Rodney Todd, (Pt. 3, video timestamp – 38:25 to 48:07)
19. Engineering, Scott Chandler (Pt. 3, video timestamp – 48:22 to 1:00:49)
20. Recreation and Parks, Tony Black (Pt. 3, video timestamp – 1:01:10 to 1:17:27)
21. Maintenance, Kirk Smith (Pt. 3, video timestamp – 1:17:48 to 1:21:09)

22. Groundskeeping, Frank Woods (Pt. 3, video timestamp – 1:21:24 to 1:23:06)
23. Civic Center and Oman Arena, Tosh Newman (Pt. 3, video timestamp – 1:23:32 to 1:41:24)
24. Legends Museum, John R. ? (Pt. 3, video timestamp – 1:41:44 to 1:48:35)
25. The Ned, Diann Robinson (Pt. 3, video timestamp – 1:48:49 to 1:53:05)
26. Fairgrounds, John Robert Mehr (Pt. 3, video timestamp – 1:53:22 to 2:00:43)
27. Ballpark, Mayor Conger (Pt. 3, video timestamp – 2:00:48 to 2:25:20)
28. Sportsplex, Jason Compton (Pt. 3, video timestamp – 2:01:27 to 2:25:20)
29. Health and Sanitation, Leilani Mills & Alex Reed (Pt. 3, video timestamp – 2:25:50 to 2:33:31)

Opened up public hearing; no one spoke—motion made by Councilmember Pickens and second by Dodd. Upon a call to vote, Brooks, Buchanan, Dodd, McKelvey, Pickens, and Wallace voting aye, Priddy and Taylor voting nay and Cisco abstaining, motion passed 6-2-1.

Second Readings:

Consideration of a budget amendment to move \$750,000 from Debt Service fund balance to Debt Service revenue and expense.

Councilmember Brooks made a motion, seconded by Councilmember Dodd, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, except Councilmember Cisco abstained, motion passed 8 – 1.

New Business:

Recommendation to award to Delta Contracting for the material and labor to construct the project named Exit 85 Storm Drainage Collapse.

Councilmember Buchanan made a motion, seconded by Councilmember Brooks, to approve the agenda item as submitted. Upon a call for a vote, 7 Councilmembers voting aye, and Councilmember Cisco and Taylor abstaining, the motion passed 7 – 2.

ADJOURN.

SCOTT CONGER, MAYOR

**AN ORDINANCE TO AMEND THE ANIMAL CONTROL ORDINANCE FOR THE
CITY OF JACKSON, TENNESSEE**

SECTION 1. Be it ordained by that the Council of the City of Jackson, Tennessee amend the text of the official Animal Control Ordinance, Title 10, Chapter 1 by amending Section 10.101 Definitions, adding Sections 10.105 through 10.111 to the existing Animal Control ordinance as indicated by the struck and underlined sections below:

TITLE 10

ANIMAL CONTROL

CHAPTER

1. IN GENERAL.
2. LIVESTOCK AND OTHER FARM ANIMALS.
3. VICIOUS DOGS.

CHAPTER 1

IN GENERAL

SECTION

- 10-101. Definitions
- 10-102. Running at large prohibited
- 10-103. Noise prohibited
- 10-104. Cruelty to animals
- 10-105. Unaltered animals
- 10-106. Proof of Compliance
- 10.107. Enforcement
- 10.108. Use of fees collected

10-101. Definitions. Whenever in this title the following terms are used, they shall have the meanings respectively ascribed to them in this section.

- (1) "Animals and fowls" as specifically named by whatever name they might be called, and includes every age and sex of each of the herein named species of animals and fowls.
- (2) "Approval" means approval by the health officer pursuant to power granted to him in this chapter.
- (3) "Health officer" is the director of ~~Health & Sanitation of the city~~ The Jackson Animal Care Center.
- (4) "Keeper" refers to any person owning, keeping, having, using or maintaining any of the animals or fowls herein referred to.
- (5) "Rodent-proof" is a state or condition not conducive to entry, feeding or harboring of rodents.
- (6) "Sanitary" means a condition of good order and cleanliness which precludes the probability of disease transmission. (1972 Code, § -11)
- (7) "Owner" means
 - (a) any person, partnership, or corporation owning an animal;
 - (b) any person in charge of maintaining an animal; or
 - (c) any person who feeds, shelters, or harbors an animal or permits it to remain on such person's property; or

(d) If the animal is owned by a person under the age of eighteen (18), that person's parent or guardian.

10-102. Running at large prohibited. It shall be unlawful for any person raising, owning and/or keeping any dog or other animal to willfully suffer or permit any such creature to run at large upon the public streets, avenues, alleys, parks or other public property of the city, or to willfully suffer or permit any dog or other animal to run at large or to go upon the premises owned or in possession of or under the control of any other person in the city. (1972 Code, § 6-38)

10-103. Noise prohibited. No person shall willfully or knowingly keep or harbor on his premises any dog or other animal that makes or creates loud and obnoxious noises by whatever method created, thereby disturbing the peace of the neighborhood or disturbing the occupant of adjacent premises or people living in the vicinity of such loud and obnoxious noise.

A person shall be deemed to have willfully and knowingly violated the terms of this section if such person shall have been notified by any police officer of such disturbance and shall have refused for a period of twenty-four (24) hours to correct such disturbance and prevent its recurrence. (1972 Code, § 6-39)

10-104. Cruelty to animals. It shall be unlawful for any person to cruelly maltreat any dumb animal in the city; or to willfully and wantonly kill, maim, wound, poison or disfigure any horse, ass, mule, cattle sheep, goat, swine, dog or other domesticated animal, bird or beast of any kind; or to mutilate, cruelly kill, over-drive, over-ride or over-load; or unnecessarily confine, or in any manner oppress the same; or to unnecessarily fail to provide the same with proper food, drink or shelter; or to drive, work or use the same when such animal is maimed, wounded, sick, lame or otherwise unfit for labor; or to willfully abandon the same to die; or to carry or to cause the same to be carried, hauled or forced along in a cruel or inhumane manner; or to leave any animal tied up or confined anywhere, day or night, for more than six (6) hours at a time without properly feeding, watering and caring for the same. This section shall not be construed to prevent policemen or other persons from destroying dogs or other animals when lawfully entitled to do so. (1972 Code, § 6-7)

~~10-105. Unaltered Animals. No person shall own, harbor or keep within the City of Jackson, a dog over the age of six months or a cat over the age of 6 months which has not been spayed or neutered. Anyone with an unaltered cat over the age of 6 months or dog over the age of 6 months, if unaltered for any other reason than described below is required to pay an annual fee in the amount of \$20.00 per animal per owner. The fee will be collected by the City of Jackson Animal Care Center. It is the legislative intent that the provision of this section shall not apply to the following:~~

~~(1) — Dogs documented as having been appropriately trained and actually being used by public law enforcement agencies for law enforcement activities, or such dogs designated as breeding stock by an appropriate agency or organization as approved by the Director of the Jackson Animal Care Center.~~

~~(2) Dogs having been appropriately trained and actually being used as a service dog such as a guide dog, hearing dog, assistance dog, seizure alert dog, or social/therapy dog, or such dogs designated as breeding stock by an appropriate agency or organization approved by the Director of the Jackson Animal Care Center.~~

~~(3) Dogs documented as having been appropriately trained and actually being used by search and rescue agencies for search and rescue activities, or such dogs designated as breeding stock by an appropriate agency or organization approved by the Director of the Jackson Animal Care Center.~~

~~(4) Dogs or cats certified by a licensed veterinarian as having a health reason for not being spayed or neutered.~~

~~(5) Dogs which are appropriately trained and actually being used for herding of other animals, or as livestock guardian dogs, hunting dogs, or such dogs designated as breeding stock by an appropriate agency or organization and approved by the Director of the Jackson Animal Care Center.~~

~~(6) Dogs or cats boarded in a licensed kennel or business, which boards such animals for professional training or resale.~~

~~(7) Dogs or cats which are registered with the American Kennel Club, the Cat Fancier Association, United Kennel Club, American Dog Breeders Association, or other recognized registry or trained and kept for the purpose of show, field trials, or agility trials.~~

~~(8) Dogs or cats harbored by a public shelter, rescue organization whether public or private, the principal purpose of which is securing the adoption of dogs or cats, provided that such organization requires the spaying or neutering of all animals placed for adoption by such organization.~~

~~(9) Dogs or cats whose owner has obtained an annual unaltered animal permit issued by the City of Jackson.~~

A dog or cat governed by this section shall be spayed or neutered by its owner or, if eligible, the owner shall obtain an unaltered animal permit within 30 days of the cats becoming 6 months of age and dog becoming 6 months of age. In the case of the owner who acquired a cat after 6 months or dog after 6 months of age, a permit is required within 30 days of acquisition. An unaltered permit holder should notify the City of Jackson in writing of any change in ownership within 30 days of change.

~~10-106. Proof of Compliance. Proof of compliance may include but not limited to:~~

- ~~(1) A uniform mark or symbol at the spay incision site such as one that is in conformance with the American Veterinarian Medical Association (AVMA) standards~~
- ~~(2) A written statement from a veterinarian, which identifies the animal and explains why the animal is exempt;~~
- ~~(3) A current rabies certificate, which identifies the animal and states that it has been spayed or neutered;~~
- ~~(4) A visual inspection and determination by the enforcement officer that the animal has been altered.~~

~~10-107. Enforcement:~~

~~(1) The provisions of this section shall be enforceable by any law enforcement, animal control, or code enforcement officer within their jurisdiction.~~

~~(2) This section is enforceable by all means provided by law. The maximum fine is \$50 per day per violation. Additionally, the City may choose to enforce this section by seeking injunctive relief in the Environmental Court. In addition to the enforcement procedures provided herein, this section may be enforced by any other means provided by law, by actions at law and in equity, and if the City prevails in such action, the City shall be entitled to its costs and reasonable attorney's fees incurred in such action.~~

~~10-108 Use of Fees Collected, One half of the funds collected from these fees will be used by the Health and Sanitation Department to help with funding the cost of the Animal Control Officers. One half of the funds will be utilized for a low cost spay and neuter program, that is operated by an agency designated by the Internal Revenue Service as a 501(c)(3) non-profit organization. The contracting non-profit agency will be required to provide an annual report to the City accounting for use of the funds.~~

SECTION 2. That this ordinance becomes effective _____, the public welfare requiring it.

MAYOR

INTRODUCED: _____

ADOPTED: _____



City of Jackson
Annual Report
Budget and Audit Committee

Fiscal Year End: June 30, 2020

PART 1. FORMATION

Budget Committee. Upon taking office, at the first City Council Meeting under the leadership of Mayor Scott Conger, a Budget Committee was formed to provide policy, procedural, and other financial recommendations to the Mayor and City Council on matters of a budgetary nature. Two City Council Members were appointed, along with 4 citizens of the City of Jackson. Those appointees are as follows:

1. Ernest Brooks, City Council
2. Mark Johnstone
3. Andrew Long
4. Doug Roth
5. Paul Taylor, City Council
6. Ron Tharpe

The formalization of a "standing" Budget Committee via Ordinance was recommended to the Council in October of 2019. The Council approved the Ordinance forming the standing committee and tasked the committee to "function in an advisory capacity to provide policy, procedural, and other financial recommendations to the Mayor and Council on budgetary matters." This formalization expanded the committee to 7 members, adding another representative from the City Council. Councilman Ross Priddy was appointed to serve as the seventh member.

Audit Committee. The formation of an Audit Committee to provide management oversight, discuss and follow-up on external audit findings, and assist in the development of internal audit planning was a topic of discussion amongst the Budget Committee in the early months of the fiscal year. Following the completion and submission of the external audit for FY19, the Comptroller's Office for the State of Tennessee placed the requirement of the City Council to resolve to form an Audit Committee and tasked the Committee with the following duties and responsibilities:

1. To carefully review, upon completion of the city's annual audit, all audit findings in audit report and consult with the external auditors regarding any irregularities and deficiencies disclosed in the annual audit. The Audit Committee is empowered to meet with management to discuss audit findings and/or disagreements with the external auditors. The committee should satisfy itself that appropriate and timely corrective action has been taken by management to remedy any identified weaknesses. The committee should determine what corrective action, if any, should be recommended to the City Council.
2. To consider the effectiveness of the internal control system, including information technology security and control, review the effectiveness of the system for monitoring compliance with laws and regulations, and review the process for communicating the city's ethics policies to city personnel and monitoring compliance therewith.
3. To establish a process by which employees, taxpayers, or other citizens may confidentially report suspected illegal, improper, wasteful or fraudulent activity under provisions of T.C.A. § 9-3-406.

4. To annually present a written committee report detailing how it discharged its duties and any committee recommendations to the full City Council.

It was suggested by the Budget Committee, approved by the Comptroller's Office, and resolved by the Council that the Budget Committee would serve as the Audit Committee and be responsible for their duties and responsibilities.

PART 2. AREAS OF CONCENTRATION

Budgeting and Managing Principles. 5 major categories were initially established as a starting point for recommendations for more comprehensive budgeting and management.

1. Project/Expense Evaluation – establish a process of data driven evaluation when considering new capital projects and expenses.
2. Total Project Budgeting – identified through the analysis of inherited ongoing projects, the City has lacked a complete view of the budget impacts of Special Capital Projects. This included not only the cost of construction, site work, utilities, special equipment, fixtures and furniture; but also the ongoing operational and maintenance costs associated with a proposed project.
3. Capital Funding Sources – continued financing of large portions of the annual Capital Budget is not a viable solution in the long-term. It is recommended that the City find a balance between reducing expenses through operational efficiencies and increasing revenues through reallocation of underutilized sources or increasing rates of primary sources.
4. Robust Management Processes – the following will need continued oversight and adjusted improvement in order to maintain accountability of the City and its management:
 - a. Timely Amendment Process
 - b. Policies on Interfund Transfers
 - c. Debt Management
 - d. Asset Management
5. Citizen Legible Budget – it is recommended that the City engage with citizens regarding the budget in a manner that is accessible, in order to increase accountability, align community goals, decrease apathy, and provide transparency.

Bond Refunding. The Committee worked with Management and Mayor's Office in analysis of opportunities to refund 2009 General Obligation Bonds to reduce related annual Debt Service payments.

FY20 Capital Budget. Through collaboration with departmental leadership and the Mayor's Office the Committee lead the compilation of the FY20 Capital Budget as well as initiated a 5-year Capital needs assessment. Through this process the Committee, Finance Department, and Mayor's Office participated in discussion on strategies toward reducing operating expenses to make funds available for future capital expenses, while simultaneously reducing the need for financing those capital needs.

Special Capital Project Review. The Committee participated in review and analysis of three Special Capital Projects.

1. *Jackson Animal Care Center.* This project was in its initial phase of construction when analyzed, as it had been approved the prior fiscal year. Analysis of the project resulted in discovery of the project being underbudgeted at an estimated \$427,000. Identified unbudgeted items included offsite road extension, parking lot, stormwater infrastructure, landscaping, fencing, data cabling, IT equipment, kennel equipment, and other miscellaneous furnishings and equipment.
2. *Jackson City Court.* This project was already significantly underway when analyzed by the Committee, as its funding and contracts had been approved in prior fiscal years. Analysis of the project yielded insight that the project had been underbudgeted by an estimated \$552,000. Identified unbudgeted items included sidewalks, parking lot, stormwater infrastructure, landscaping, courtroom woodwork, IT equipment, security system, data cabling, and furniture. Numerous change orders were requested by a City employee lacking authority, many of these change orders lacked approval signatures by the City.
3. *Public Private Partnership for the construction of Madison Academic High School.* This project began prior to the formation of the Committee and was brought before the body prior to the City's consideration to finance the project. The Committee recommended to the Council and Mayor's Office to perform an analysis and update a report on the long-term debt service impact that the project would have on the City's budget. This Finance Department analysis confirmed that the City's debt service requirements are increasing over the coming 4 fiscal years. Management proposed the reallocation of property tax dollars previously dedicated to Capital to be redirected toward the Debt Service fund to address impending deficits. Due to inaccuracies in documentation provided by the Developer (Healthy Community, LLC) the Committee made no recommendation to move forward with the project. The Committee recommended the City hire a Construction Representative to oversee the project in the City's interest.

Construction Representative. Due to budgeting and oversight issues concerning Special Capital Projects in prior fiscal years, the Committee recommended to the Council that the City hire a Construction Representative to assist in budget management, change order processes, quality control, and to advise on comprehensive project management. It is advisable that the City consider a Construction Representative on sizable Special Capital Projects moving forward.

Policy/Procedure Recommendations. The Committee participated in discussions, reviewed, and provided recommendations regarding the following policies, procedures, resolutions, and ordinances:

1. Debt Management Policy
2. Stormwater Responsibility Policy
3. Budget Amendment / Transfer Compliance Policy
4. Budget Ordinance (*Section 6. Establish a Threshold Amount that Requires Council Approval for Budget Amendments and Transfers between Allocations*)
5. Budgeting Procedures and Timeline for FY21
6. Auditing Oversight (*Contractual Limits for External Audit Firms, Audit Committee, Internal Auditor*)
7. Hiring an Independent Construction Representative to Oversee Special Capital Projects.
8. Policy and Process for Reporting Suspected Illegal, Improper, and Wasteful Spending (*Fraud Policy*)

FY19 Audit Findings and Corrective Actions. The Committee reviewed and was satisfied with the proposed corrective actions for findings noted in the FY19 Audited Financial Statement. The Committee has worked with Management to anticipate the necessary interfund transfers for FY20 (related to finding 2019-001 and 2019-002) to avoid outstanding liabilities, and has viewed management's action of reclassification of line items associated with both the Solid Waste Fund and the Sportsplex Fund as positive long-term decisions in an effort to reduce potential repeat findings. Management has expressed confidence in control over both Reconciliations (2019-003) and the Three-Day Deposit Rule (2019-004). The intent is to have the newly formed Internal Auditor position confirm compliance in these areas upon their hiring.

Effectiveness of Internal Controls. The Committee has recommended that the Internal Auditor perform a review of Internal Controls as an initial task upon their hiring. A report should be provided to the Mayor, Council, and Committee, identifying internal control issues and outlining recommended corrective action. The Committee will need to pursue additional action on this item in the coming months.

Policy and Process for Reporting Illegal, Improper, and Wasteful Spending. The Committee tasked a subcommittee to work with the Mayor's Office in the development of a policy to report and address suspected instances of fraud. The Committee referenced a policy adopted by the City of Lakeland and will pursue more action in the coming months.

PART 3. FUTURE GOALS

Citizen Legible Budget. The Committee will need to continue discussion and review options to include citizens in the budget process with the goals of increased transparency, reduction of apathy, and alignment of community goals. This effort would ideally begin prior to the commencement of the more formal budgeting process.

Implementation of Fraud Policy. The Committee and Council will need to continue discussion resulting in the implementation of a Fraud Policy for the City. This policy will need to be clearly communicated to City employees, elected officials, and citizens.

Internal Control Review. The Committee, Internal Auditor, Council, and Mayor's Office will need to continue to work together to review the effectiveness of internal controls for compliance with any laws and regulations.

Internal Audit Plan. The Internal Auditor and Committee will need to develop an annual audit plan for submission to the Mayor's Office and City Council.

Refinement of 5-year Capital Plan. The Committee, Mayor, and Financing Department will need to continue to refine the 5-year Capital Plan and develop systems for the identification of needs and through ongoing asset and infrastructure management.

Address Budget Gaps. The Committee will need to continue to review and advise on present expense growth coupled with revenue shortfalls and assist management with strategizing long-term solutions to budget gaps.

Maintain Budget Calendar. The Committee, Mayor's Office, and Finance Department will need to develop and maintain a budget calendar to increase involvement amongst stakeholders and communicate with the Council during the budgeting cycle.

HOUSE BILL 2926

By Todd

AN ACT to amend Chapter 324 of the Private Acts of 1980; as amended by Chapter 34 of the Private Acts of 1985; Chapter 65 of the Private Acts of 2005; and any other acts amendatory thereto, relative to the hotel occupancy tax in Madison County.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 324 of the Private Acts of 1980, and any other acts amendatory thereto, is amended by adding the following paragraph at the end of Section 10:

Without limiting the foregoing, the Commission is authorized and empowered to utilize any and all funds allocated to the Commission to make economic development grants to other governmental entities and public corporations, including, but not limited to, any industrial development corporation created by the City, the County, or both the City and the County, in order to accomplish its purpose of promoting community economic development, conventions, industrial advertising, tourism, and recreational activity. In furtherance of the foregoing, the Commission is authorized to enter into binding grant agreements for a term not in excess of twenty (20) years pursuant to which the Commission agrees to grant all, a portion, or a percentage of the funds allocated to the Commission upon such terms as the Commission deems appropriate, which grant agreement may be enforced by the beneficiary thereof and by any third-party beneficiary identified in such grant agreement.

SECTION 2. Chapter 324 of the Private Acts of 1980, as amended by Chapter 34 of the Private Acts of 1985, Chapter 65 of the Private Acts of 2005, and any other acts amendatory thereto, is amended by deleting Section 11 in its entirety and substituting instead the following:

SECTION 11. Application and allocation of revenue. The proceeds of the tax authorized by this Act shall be appropriated and allocated by the County Trustee as follows:

A. Beginning the 1st day of the second calendar month next following the date when a single tourism attraction project (within the meaning of Tenn. Code Ann. § 7-53-101(15)(E)), located within the County, as designated by the Community Economic Development Commission created and established elsewhere in this Act, is determined by the Community Economic Development Commission to be substantially completed and eligible for issuance by the local governmental authority of an unconditional occupancy permit, and continuing thereafter for a period of twenty (20) years, there shall be allocated to the Community Economic Development Commission one hundred percent (100%) of all net taxes collected by the County Trustee from such tourism attraction project, to be used by said Commission in accordance with the purposes set forth in Section 10 of this Act.

B. If no tourism attraction project, as defined in subsection A, is under construction in the County by December 31, 2023, as determined by the Community Economic Development Commission, then the tax allocation to the Community Economic Development Commission, as defined in subsection A, shall be null and void.

C. The remaining proceeds of the taxes, including all proceeds received or allocable to periods prior to and subsequent to the twenty-year period set forth in subsection A or the December 31, 2023, date set forth in subsection B, whichever is applicable, shall be allocated and paid by the County Trustee as follows:

(1) Forty percent (40%) of the proceeds shall be allocated to and placed in the general fund of the City of Jackson;

(2) Forty percent (40%) of the proceeds shall be allocated to and placed in the general fund of Madison County; and

(3) Twenty percent (20%) of the proceeds shall be allocated and placed in a fund to be administered by the Community Economic Development Commission created and established elsewhere in this Act, to be used by said Commission in accordance with the purposes as set forth in Section 10 of this Act.

SECTION 3. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Madison County. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body of Madison County and certified to the secretary of state.

SECTION 4. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 3.

CITY OF JACKSON

T E N N E S S E E

Debt Management Policy

I. Policy Statement

In managing its debt, it is the City's policy to:

- Comply with legal requirements for notice and for public meetings related to debt service
- Achieve transparency with respect to all costs (including interest, issuance, continuing, and one-time) to be disclosed to the citizens/members, governing body, and other stakeholders in a timely manner.
- Achieve the lowest cost of capital
- Ensure high credit quality
- Assure access to the capital credit markets
- Preserve financial flexibility
- Manage interest rate risk exposure

II. Goals & Objectives

- To guide the City and its managers in policy and debt issuance decisions
- To maintain appropriate capital assets for present and future needs
- To promote sound financial management
- To protect the City's credit rating
- To ensure the legal use of City's debt issuance authority
- To promote cooperation and coordination with other stakeholders in the financing and delivery of services
- To evaluate debt issuance options

III. Bond Structure

The City shall establish all terms and conditions relating to the issuance of bonds and will invest all bond proceeds pursuant to the terms of the City's Investment Policy. Unless otherwise authorized by the City, the following shall serve as the Policy for determining structure:

1. Term

All capital improvements financed through the issuance of debt will be financed, in general, for a period not to exceed the useful life of the improvements, and in consideration of the ability of the City to absorb the additional debt service expense within the debt affordability guidelines, but in no event will the term exceed thirty (30) years.

2. Debt Service Structure

General Obligation debt issuance shall be planned to achieve relatively net level debt service or level principal amortization considering the City's outstanding debt

obligations, while matching debt service to the useful life of facilities. The City shall avoid the use of bullet or balloon maturities, absent sinking fund requirements, except in those instances where these maturities serve to make existing overall debt service level or to match a specific income stream.

Debt which is supported by project revenues and is intended to be self-supporting will be structured to achieve level proportional coverage to expected available revenues.

3. Call Provisions

In general, the City's securities will include a call feature no later than ten (10) years from the date of delivery of the bonds. The call feature can be excluded if the exclusion results in a better rate or premium.

4. Original Issuance Discount/Premium

Bonds with original issuance discount/premium will be permitted.

5. Structured Products

The determination of the City to consider the use of structured products as a hedge against interest rate risk or a method to lower its cost of borrowing will be made by the Finance Committee. The City will comply with state guidelines and will be able to quantify and understand the potential risks or to achieve fixed and/or variable rate exposure targets. The City will not use structured products for speculative purposes.

IV. Types of Debt

When the City determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

Security Structure

1. General Obligation Bonds

The City may issue general obligation bonds supported by the full faith and credit of the City. General Obligation bonds shall be used to finance capital projects that do not have independent creditworthiness and significant ongoing revenue streams. The City may also use its General Obligation pledge to support other revenue-supported bond issues, if such support improves the economics of the other bond issue and is used in accordance with these guidelines.

2. Revenue Bonds

The City may issue revenue bonds, where repayment of the debt service obligations of the bonds will be made through revenues generated from specifically designated sources. Revenue bonds will typically be issued for capital projects which can be supported from project or enterprise-related revenues.

3. Capital Leases

The City may use capital leases to finance short-term projects.

4. Balloon Indebtedness

The City will only consider this type of financing when it meets the following criteria:

- a) The State Comptroller's office has given approval.
- b) The transaction and cost savings are in the best interest of the citizens of the City of Jackson.
- c) The existing annual Debt Service for the short term precludes the City from using the normal preferred method of financing (ref: Security Structure 1, 2, & 3 above).

If the capital project in question meets all three criteria referenced above, the balloon payment shall not exceed an (8) year period and shall not create a total borrowing period exceeding (25) years.

Duration

1. Long-Term Debt (maturing after 3 years)

The City may issue long-term debt where it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term borrowing will not be used to finance current operations or normal maintenance.

a) *Serial and Term Bonds* may be issued in either fixed or variable rate modes to finance capital infrastructure projects with an expected life of three years or greater.

b) *Capital Outlay Notes* may be issued to finance capital infrastructure projects with an expected life of three to twelve years.

2. Short-Term Debt (maturing within three years)

Short-term borrowing may be utilized for the construction period of a long-term project or for the temporary funding of operational cash flow deficits or anticipated revenues (defined as an assured source with the anticipated amount based on conservative estimates) subject to the following policies:

a) *Bond Anticipation Notes (BANs)*, including commercial paper notes issued as BANs, may be issued instead of capitalizing interest to reduce the debt service during the construction period of a project or facility. The BANs shall not mature more than 2 years from the date of issuance. BANs can be rolled in accordance with federal law and State statute. BANs shall mature within 6 months after substantial completion of the financed facility.

b) *Revenue Anticipation Notes (RANs) and Tax Anticipation Notes (TANs)* shall be issued only to meet cash flow needs consistent with a finding by bond counsel that the sizing of the issue fully conforms to Federal IRS and state requirements and limitations.

c) *Lines of Credit* shall be considered as an alternative to other short-term borrowing options. A *line* of credit shall be structured to limit concerns as to the Internal Revenue Code.

d) *Intrafund Loans* shall only be used to fund operational deficiencies among accounts or for capital projects to be paid from current fiscal year revenues. Such intrafund loans shall in no event extend beyond twelve (12) months and shall only be issued in compliance with state regulations and limitations.

e) *Other Short-Term Debt*, including commercial paper notes, may be used when it provides an interest rate advantage or as interim financing until market conditions are more favorable to issue debt in a fixed rate mode. The City will determine and utilize the least costly method for short-term borrowing. The City may issue short-term debt when there is a defined repayment source or amortization of principal.

Interest Rate Modes

Fixed Rate Debt

To maintain a predictable debt service burden, the City may give preference to debt that carries a fixed interest rate.

Variable Rate Debt

The percentage of net variable rate debt outstanding (excluding (1) debt which has been converted to synthetic fixed rate debt and (2) an amount of debt considered to be naturally hedged to short-term assets in the Unreserved Fund Balance) will take into consideration the amount and investment strategy of the City's operating cash.

Total Debt

The City's annual General Obligation Debt service, as a percentage of the City's Property Tax Revenue (PILOT & IDB included), shall not exceed twenty-eight percent (28%). However, the debt limit may be exceeded up to a five percent (5%) increment based on purchases authorized and deemed necessary to address public health or public safety emergencies declared by the Mayor, or for indebtedness deemed necessary by a two-thirds vote of the City Council.

The City's annual audit also includes "ratios" for Total General Obligation Debt to Assessed Value and to Appraised Value.

V. Refinancing Outstanding Debt

The Finance Committee with assistance from the City's Financial Advisor shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The Finance Committee will consider the following issues when analyzing possible refunding opportunities:

1. Restructuring for economic purposes

The City will refund debt when it is in the best financial interest of the City to do so. Such refunding will be limited to restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.

2. Term of Refunding Issues

The City will refund bonds within the term of the originally issued debt. However, the Finance Committee may consider maturity extension, when necessary to achieve a desired outcome, provided that such extension is legally permissible. The Finance Committee may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.

3. Arbitrage

The City shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refunding subject to the City's investment policies. Any positive arbitrage will be rebated as necessary according to Federal guidelines.

VI. Methods of Issuance

The City or its designee will determine the method of issuance on a case-by-case basis.

1. Competitive Sale

In a competitive sale, the City's bonds shall be awarded to the bidder providing the lowest true interest cost as long as the bid adheres to the requirements set forth in the official notice of sale.

2. Negotiated Sale

While the City prefers the use of a competitive process, the City recognizes that some securities are best sold through negotiation. In its consideration of a negotiated sale, the City shall assess the following circumstances:

- a. State prohibitions against negotiated sales,
- b. A structure which may require a strong pre-marketing effort such as a complex transaction or a "story" bond,
- c. Size of the issue which may limit the number of potential bidders,
- d. Market volatility is such that the City would be better served by flexibility in timing a sale,
- e. Whether the Bonds are issued as variable rate demand obligations,
- f. Whether an idea or financing structure is a proprietary product of a single firm.

3. Private Placement

From time to time the City may elect to privately place its debt. Such placement shall only be considered if this method is demonstrated to result in a cost savings to the City relative to other methods of debt issuance.

VII. Underwriter Selection (Negotiated Transaction)

Senior Manager Selection

The Finance Committee or its designee shall select the senior manager for a proposed negotiated sale. The selection criteria shall include but not be limited to the following:

- The firm's ability and experience in managing complex transactions
- Prior knowledge and experience with the City
- The firm's willingness to risk capital and demonstration of such risk
- Quality and experience of personnel assigned to the City's engagement
- Financing ideas presented
- Underwriting fees

Co-Manager Selection

Co-managers will be selected on the same basis as the senior manager. In addition to their qualifications, co-managers appointed to specific transactions will be a function of transaction size and the necessity to ensure maximum distribution of the City's bonds.

Underwriter's Counsel

In any negotiated sale of City debt in which legal counsel is required to represent the underwriter, the appointment will be made by the Senior Manager with input from the City.

Underwriter's Discount

The Finance Committee will evaluate the proposed underwriter's discount against comparable issues in the market. If there are multiple underwriters in the transaction, the Finance Committee will determine the allocation of fees with respect to the management fee, if any. The determination will be based upon participation in the structuring phase of the transaction.

All fees and allocation of the management fee will be determined prior to the sale date; a cap on management fee, expenses and underwriter's counsel will be established and communicated to all parties by the Finance Committee. The senior manager shall submit an itemized list of expenses charged to members of the underwriting group. Any additional expenses must be substantiated.

VIII. Consultants

Financial Advisor

The City shall select a financial advisor (or advisors) to assist in its debt issuance and debt administration processes. Selection of the City's financial advisor(s) shall be based on, but not limited to, the following criteria:

- Overall quality of the firm's proposal as an indicator of its probability for success.
- Relevant Financial Advisor experience with municipal government issuers and the public sector.
- Indication that the firm has a broadly based background and is therefore capable of balancing the City's overall needs for continuity and innovation in capital planning and debt financing.
- Experience and demonstrated success as indicated by its listing of current major clients.
- The firm's professional reputation for integrity and compliance with state and federal law.
- A formal written agreement will be initiated and will contain language forbidding the Financial Advisor from bidding on either a private placement or in an underwriting capacity.

Financial Advisory Services

Financial advisory services provided to the City shall include, but shall not be limited to the following:

- Advise the City on financial matters relating to proposed capital financing projects.
- Analyze the current debt profile and recommend appropriate changes to ensure correct mix of fixed rate debt, variable rate debt and structured products to accomplish the City's immediate and long-term fiscal objectives.
- Working with the City staff and their legal advisors, prepare Preliminary Official Statement, Official Statement, Notice of Bond Sale and other related documents.
- Advise and assist in presentations to rating agencies.
- Assist the City in obtaining competitive bids from bond underwriters, trustees, paying agents/registrars, printers and escrow verification agents, as necessary.
- In the event the City undertakes negotiated underwritings, the Financial Advisor shall represent the City's interests in all aspects of the negotiated transaction, including underwriter selection, revenue and transaction structuring, credit enhancement and pricing scales.
- Arrange for electronic disclosure and bidding services.

- Advise the City in complying with and preparing continuing disclosure information pursuant to Security and Exchange Commission rules.

Disclosure

All professionals engaged in the process of issuing debt will be required to disclose all compensation and consideration received related to services provided in the debt issuance process by both the City and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

Conflict of Interest

The City requires that its consultants and advisors provide objective advice and analysis, maintain the confidentiality of City financial plans, and be free from any conflicts of interest.

Bond Counsel

City debt will include a written opinion by legal counsel affirming that the City is authorized to issue the proposed debt, that the City has met all legal requirements necessary for issuance, and a determination of the proposed debt's federal income tax status. The approving opinion and other documents relating to the issuance of debt will be prepared by counsel with extensive experience in public finance and tax issues. The Counsel will be selected by the City.

REVISED 6/09/20

Fwd: Invoice Question - Rotary Heart and Sole

From: Jonathon Jones (jonathon-jones@hotmail.com)
To: maxwell.sandy@yahoo.com
Cc: tswims@leaderscu.com; comfortsuitesjacksontn@yahoo.com
Date: Monday, June 29, 2020, 02:14 PM CDT

Sandy,

Will you process a \$500 check to Rotary Heart and Sole for Dave Bratcher's pledge/donation?

Also, will you prepare a \$212.00 check for the Jackson Old Hickory Rotary Club? It appears we received a check from the hospital by mistake. It was their invoice #2611198.

Thanks,

Jonathon Jones
731-645-2213

Begin forwarded message:

From: Karen Freeman <kfreeman@leaderscu.com>
Date: June 29, 2020 at 2:01:42 PM CDT
To: Jonathon Jones <jonathon-jones@hotmail.com>
Subject: RE: Invoice Question - Rotary Heart and Sole

Thank you, Jonathon! This is so helpful. I had a different amount down, so I will make the adjustment. I can swing by and pick up the check for Rotary Heart and Sole and run it to Foundation, if that is most convenient.

It is our invoice. We wondered what happened to that one.

Kind regards,

Karen Freeman | VP of Community Engagement

Leaders Credit Union | LeadersCU.com

731.664.1784 x1128 | office

NOTICE: This message and any attachment(s) are intended only for the above-named individual and may contain information that is privileged and/or confidential work product. If you are not that individual, then you have received it in error and are requested to immediately call the sender at the phone number listed above and to delete from your system all copies of the message and any attachment(s). The review, copying, retention or dissemination of this message or any attachment(s) by an unintended recipient is strictly prohibited. The transmission of this message and any attachment(s) to an unintended recipient shall not constitute a waiver of any applicable legal privilege.

From: Jonathon Jones <jonathon-jones@hotmail.com>
Sent: Monday, June 29, 2020 1:54 PM
To: Karen Freeman <kfreeman@leaderscu.com>
Subject: Re: Invoice Question - Rotary Heart and Sole

Hi Karen,

I believe I was told Dave Bratcher's donation to Rotary Heart and Sole would be a total of \$500. We do need to forward that on so I will get a check written to Rotary Heart and Sole for that amount.

Also, I have a question for you know that I know who to ask. Would you by chance have a dues invoice 2611198? We received a check from the hospital for Rotary Club of Jackson with that invoice number on the memo for \$212.00, but we don't have that particular invoice number in our billing system. Would that happen to be one of yours?

Thanks,

Jonathon Jones

On Jun 29, 2020, at 11:24 AM, Karen Freeman <kfreeman@leaderscu.com> wrote:

Hi Jonathon!

We are working to close out Old Hickory Rotary's books for 2019-2020. One of the Rotarians in your club, Dave Bratcher, shared with me that he was going to request that his RH&S pledge be invoiced throughout the fiscal year, then to ask the club to forward collected funds to the fund. As we close out, do you know if this took place? The pledge was \$1000.

We need to maintain at least \$250 in the WTH Foundation fund to ensure it stays open. Plus, I need to reimburse the Old Hickory club for money we fronted while pledges were being fulfilled. This information will help me determine next steps.

If you have a moment, I am happy to jump on a call to discuss further – 731-345-5073.

Thank you, Jonathon

Kind regards,

Karen Freeman | VP of Community Engagement

Leaders Credit Union | LeadersCU.com

731.664.1784 x1128 | office

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Contact:
Lori Nunnery
lnunnery@jacksontn.com
731.571.7294

For Immediate Release:

4TH OF JULY IN JACKSON AND WEST TENNESSEE

JACKSON, TENNESSEE —Haven't made your 4th of July plans yet? A quick look at the calendar displays several events happening over the 4th of July holiday throughout West Tennessee. Here's your itinerary on the Visit Jackson, TN APP and a partial list including:

July 2

[Milan's Fireworks \(Fireworks\)](#)

July 2 - 5

[The Mid South Freedom Classic Wood Bat Baseball Tournament](#)

July 3

[Crown Winery's Summer Wine Down \(Music\)](#)

[Medina's Fourth of July Celebration \(Fireworks\)](#)

July 4

[Birdsong's Fourth of July Extravaganza \(Fireworks\)](#)

[Discovery Park of America \(Historical Activities\)](#)

[Lexington's Festival of the Lakes \(Fireworks\)](#)

[McKenzie Freedom Festival \(Fireworks\)](#)

[Selmer's Freedom Fest \(Fireworks\)](#)

[Pickwick's Sizzle On The River \(Fireworks\)](#)

[Union City Fireworks \(Fireworks\)](#)

Whether it's an annual event or one of our great live music venues, experience the music which could only be **"Made in Tennessee"** found halfway between Memphis and Nashville in the heart of the **Americana Music Triangle!**

Visit JacksonTN to connect with what is happening in Jackson and West Tennessee or use the new Visit Jackson TN APP to plan the best weekend ever, available on **iTunes**, **Google Play** or our **website**.

- ### -

Jackson - Madison County, Tennessee Convention and Visitors Bureau

Seeks to positively impact the local economy by increasing travel related spending in the county,

Provide quality services to the visitor and the local hospitality industry, and

Assist in the development, preservation and expansion of the county, region and state tourism product.

Stacey Stone
125 E. Main St.
Suite 302
Jackson, Tennessee 38301



Telephone: 731-425-8233
Fax: 731-425-8606
Email: sstone@cityofjackson.net

Date: June 24, 2020

To: Sandy Maxwell & Mayor Scott Conger

From: Sharon Smith, Risk Management

Re: Agenda Item from Risk Management: "Consideration of Revisions to the City of Jackson On-The-Job Injury (OJI) Policy & Procedures"

Attached is the Revised On-the-Job Injury (OJI) Policy & Procedures, along with the goals and explanation of why we revised the policy and the summary of the actual changes made for consideration & approval at the July 2, 2020, City Council Agenda and July 7, 2020, City Council Meeting.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Scott Conger, Mayor

**Goals for the Revision of the City of Jackson
On-The-Job Injury (OJI) Policy & Procedures**

In order to update the City's current On-The-Job Injury (OJI) Policy & Procedures, Risk Management, in collaboration with the City Mayor, City Attorney, and the City's OJI Third Party Administrator of OJI claims, compared our current OJI Policy & Procedures to several surrounding cities/counties with similar OJI policies & procedures, which included, Clarksville, Metro-Nashville, Jackson-Madison County & Memphis.

The goals for the new revisions to the current On-The-Job Injury (OJI) Policy & Procedures are to:

- Add a "Table of Contents" to make navigating the policy & procedures more efficient;
- Reduce redundancy of rules throughout our current policy & procedures;
- Make the language in the policy & procedures more clear & concise for better understanding;
- Add timely deadlines for appealing an OJI that has been denied and for subrogation of an OJI claim; (In the event of an insurance **claim**, "**subrogation**" refers to the process by which your insurance company collects money from the party at fault (or their insurance company) in order to recover funds you or your insurance company have already paid, including your deductible.)
- Add forms to file within the timely deadlines for appealing an OJI that has been denied and for subrogation offset due to an OJI claim.

Attached is the summary of the actual changes from our current OJI Policy & Procedures to the new OJI Policy & Procedures.

On-The-Job Injury (OJI) Policy Summary of Changes			
			<i>Revised by Sharon Smith, Risk Management 5/22/2020</i>
Page # on current	Page # on revised	Changes/Revision	
Current Policy	Page 1	Added title page	
No title Page	Page 2	Added Table of Contents	
No table of contents		Added page numbers for table of contents	
No page numbers		Easier to navigate, read and find information	
Information was duplicated and hard to find		Redundant information repeated throughout the policy	
603 Deleted page	Page 3	Added: I. General Purposes; II. Eligible Employees; III. Administration	
603.1 "Purpose & Administration" moved & changed to...	Pages 4 - 19	Includes sections A. - L. for all rules	
Added section IV. Benefits, Procedures, and Rules of the OJI Program			
Added "new" sentences	Page 5	B. Medical Treatment/Benefits: added under # 2: "All employees who report an on-the-job injury or who are injured on the job, "even if no medical treatment is sought, are required to undergo a drug/alcohol test. The employee must be tested as soon as possible after the accident. Emergency medical care shall not be withheld or delayed for collection of drug and/or alcohol test specimens."	
Added "new" sentences	Page 6	B. Medical Treatment/Benefits: added under # 6: "If an employee is unable to make an approved scheduled medical appointment for any reason, they must notify the Risk Management Department, prior to the scheduled appointment, for approval of cancellation. Failure to do so, will result in termination of OJI medical benefits and/or OJI paid time."	
Added "new" sentence	Page 7	B. Medical Treatment/Benefits: added under # 7: "Failure to provide and/or notify your supervisor of your work status after each medical appointment related to the OJI claim will void any future OJI benefits or paid OJI time for the specific claim."	
603.2 "Coverage" info moved to...	Pages 4 - 10	IV. Benefits, Procedures, and Rules of the OJI Program under C. Death Benefits; D. Lost Wages Benefits; & E. "Light" or Restricted Duty Assignment: as added & described under these sections.	
603.3 "Police Officers and Firefighters & Procedure for Request of Heart, Hypertension or Lung Coverage" moved to...	Pages 14-16	IV. Benefits, Procedures, and Rules of the OJI Program under K. Heart, Hypertension, or Lung Coverage (HHL Program) - NOTE: Procedure more defined & deadlines added. Also added # 8 - Those employees whose claims are accepted under the HHL Program will be subjected to all of the policies and procedures of the OJI Policy.	

603.4- 603.6	"Appeals Process" moved to...	Pages 16-19	IV. Benefits, Procedures, and Rules of the OJI Program under L. OJI Benefits Appeal Process - NOTE: "Notice of Appeal of OJI Denial" Form added & attached at the end of the policy.
603.7- 603.9	"Rules" moved to appropriate sections...	Pages 4-5	IV. Benefits, Procedures, and Rules of the OJI Program - NOTE: # 12.(current policy) Subrogation has been moved to page 13.
603.8 # 12. - #14.	"Subrogation Rules" moved to...	Pages 13-14	IV. Benefits, Procedures, and Rules of the OJI Program under J. Right to Offset and/or Subrogation - NOTE: "Subrogation And Reimbursement Agreement" form added for all employees to sign & attached at the end of the policy.
603.10	"Exclusions" moved to...	Pages 10-12	IV. Benefits, Procedures, and Rules of the OJI Program under H. Exclusions
603.11	"Cessation of Benefits" moved to...	Pages 12-13	IV. Benefits, Procedures, and Rules of the OJI Program under I. Cessation of Benefits
603.12	"Reporting" & "Right to Offset of Payments" moved to...	Pages 8-9 & Pages 13-14	IV. Benefits, Procedures, and Rules of the OJI Program under E. "Light" or "Restricted" Duty Assignment and J. Right to Offset and/or Subrogation
603.13	"Medical Centers" addressed & moved to...	Pages 5-7	Authorized facilities list by the City for OJI treatment is not included in the OJI Policy, but is an attachment at the end of the policy as it is subject to change.
603.14	Deleted this page on Light Duty assignments and moved to...	Pages 8-9	IV. Benefits, Procedures, and Rules of the OJI Program under E. "Light" or "Restricted" Duty Assignment
	Attachments added at the end of the policy	Added:	Authorized medical treatment facilities
			Subrogation and Reimbursement Agreement Form
			Notice of Appeal of OJI Denial form



ON-THE-INJURY POLICY & PROCEDURES



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ON-THE-JOB INJURY (OJI) POLICY AND PROCEDURES

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Attachments: Authorized medical treatment facilities
Subrogation and Reimbursement Agreement Form
Notice of Appeal of OJI Denial



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**ON-THE-JOB (OJI) POLICY
ADOPTED BY THE CITY OF JACKSON JULY, 1992
AND
AMENDED APRIL 6, 2004 AND OCTOBER 3, 2007**

I. General Policy and Purpose

Effective July 1, 1992, and pursuant to Tennessee Code Annotated § 50-6-106(16), the City of Jackson (hereinafter "City") elected not to participate in the Tennessee Workers Compensation law and elected to implement and administer an On-the-Job Injury ("OJI") Program.

In general, this program provides for medical treatment, payment of medical bills, and payment of lost wages for eligible employees who suffer a work related injury or illness during the performance of their specified job duties during working hours and who comply with the rules and regulations of this program. This program exists in conjunction with all City policies and regulations, including but not limited to the City's Employee Safety & Health Handbook.

II. Eligible Employees

All City full-time employees (including probationary employees) are eligible to receive OJI benefits as set forth herein.

All City regular part-time, seasonal, or temporary employees are eligible to receive OJI benefits, depending on the period of time for which originally employed and as set forth herein.

Non-employees, student workers, volunteers (paid or unpaid), contract workers, and/or independent contractors are not covered under the OJI Program.

III. Administration

The OJI program will be administered by the Departments of Risk Management and Personnel and the third party administrator, under which these rules, procedures, and guidelines are established. This policy, as with all policies adopted by the City of Jackson, may be subject to revision, change, or modification as deemed necessary by the Mayor of the City of Jackson or his/her designated representative, subject to approval by the City Council.



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IV. Benefits, Procedures, and Rules of the OJI Program

A. Reporting of Injuries and/or Illnesses

1. It is the responsibility of the injured employee to notify the OJI contact and their supervisor of the injury or illness immediately or by the end of shift. The Employee Injury Report ("EIR") form (E-I Form 2016) must be completed within 24 hours of the time of injury. Reports of work related injury or illness must be made by employee regardless of whether or not medical treatment is necessary. The employee's failure to report by end of shift or file an EIR with the appropriate supervisor and assigned OJI contact within 24 hours of the occurrence of the work related injury or illness will result in the OJI claim being deemed non-compensable.
2. Upon receipt of the EIR, the supervisor should review and approve by signature all such reports. The supervisor should report to Risk Management Department any information that indicates that the claim is questionable or potentially not caused by a work injury.
3. The OJI contact must call in notification of work related injury or illness to the Risk Management Department immediately. In the event the OJI contact is not available, it is the responsibility of the injured employee to contact the Risk Management Department immediately. The following is the telephone number for such notification: (731) 425-8277.
4. When an employee completes an EIR, the employee does so with the knowledge that all OJI claims are investigated by the Risk Management Department and the third party administrator. By filing an OJI claim, the employee waives any right of privacy and understands the investigation may include an inquiry of the injury/illness occurrence, past and current medical treatment and care, treatment of the medical condition, and any other inquiry relevant to his/her claim. Completion of an EIR or attempting to file such a claim does not guarantee the approval of said claim.
5. After an investigation of the OJI claim, the claim may be deemed non-compensable despite the fact that the employee may have received treatment by an OJI medical provider with Risk Management Department approval. If, after the investigation, the claim is deemed non-compensable, bills for treatment prior to the investigation will be paid in full by City of Jackson, and the employee will be responsible for all further treatment and medication. Any employee making a false or fraudulent claim will be subject to disciplinary action up



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to and including termination from employment with the City of Jackson.

6. The third party administrator may request signed medical authorization releases for medical records. All medical authorization releases must be signed and returned within fourteen business days of receipt of request. It is the responsibility of the employee to provide complete medical records or to ensure that said complete medical records are provided to the third party administrator and/or Risk Management Department. These medical records may be used in determining the employee's eligibility for benefits under the OJI program. This authorization is in effect for 365 days. If the injured employee refuses to comply with any request to furnish copies of the complete medical records, the injured employee's claim shall be closed.

B. Medical Treatment/Benefits

1. The City will pay necessary and authorized medical benefits when the OJI claim is accepted by the City as compensable. All medical treatment for a work related injury or illness requires the Risk Management Department and third party administrator's approval. The eligible employee shall seek treatment only at authorized City-designated facilities. Employee will take a copy of the EIR with them to the City-designated facility or the supervisor should fax the EIR to the treatment facility. The City has the right to choose and/or change medical providers when necessary. Non-authorized treatment may void any future OJI benefits for said claim. Any non-authorized treatment will be at the employee's own expense except in the case of life-threatening or limb-threatening emergency situations. Authorized treatment centers and/or pharmacies may be subject to change at any time.
2. All employees who report an on-the-job injury or who are injured on the job, even if no medical treatment is sought, are required to undergo a drug/alcohol. The employee must be tested as soon as possible after the accident. Emergency medical care shall not be withheld or delayed for collection of drug and/or alcohol test specimens.
3. In the event that an injury or illness is life threatening, (i.e., poisoning, convulsions, serious breathing difficulty, unconsciousness, major lacerations, smoke inhalation, head injuries, or other acute conditions which would lead to disability or death if not treated emergently), the eligible employee should seek treatment at an emergency care facility. Once the



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employee is stabilized, the City has the right to relocate the employee to a designated facility/medical provider. All follow up care must be coordinated with the third party administrator. Notification must still be made to the Risk Management Department by the injured employee and/or supervisor within 24 hours of alleged work related injury.

4. For a work related injury or illness that is not a life threatening emergency but medical treatment is necessary; the eligible employee shall seek medical treatment at a Risk Management authorized location with approval from Risk Management before treatment is administered. If the authorized medical provider recommends that the employee see a specialist, Risk Management reserves the right to approve the specialist seen by the employee. No expenses of unauthorized medical providers will be paid by the City and no medical treatment will be provided by the City to an employee for an alleged work related injury or illness without prior approval from the Risk Management Department. Failure to comply with these guidelines will void any future OJI benefits for the specific claim.
5. Any eligible employee suffering a work related injury or illness that requires medical attention is notified and understands that the Risk Manager, the Safety and Health Officer, and/or a case manager, have the right to attend all appointments. All appointments are scheduled by the City-designated facilities upon approval from the third party administrator and Risk Management. The eligible employee suffering a work related injury or illness is not authorized to schedule or change appointments.
6. Any eligible employee shall follow all orders given to them by the City-designated medical provider, including but not limited to: using prescribed medications properly; following modifications as required by medical provider; participating in physical therapy program; and keeping all medical provider and physical therapy appointments. If an employee is unable to make an approved scheduled medical appointment for any reason, they must notify the Risk Management Department, prior to the scheduled appointment, for approval of cancellation. Failure to do so, will result in termination of OJI medical benefits and/or OJI paid time. Prescriptions will not be filled without prior authorization. Failure to comply with medical provider's orders will void any future OJI benefits for the specific claim. If an employee has secondary employment, employee must adhere to restrictions by City-designated physician while working for his secondary employer or OJI benefits may cease.



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7. Employee shall keep his/her supervisor informed of his/her current medical status by providing a doctor's work status note after each and every appointment for OJI medical treatment. Failure to provide and/or notify your supervisor of your work status after each medical appointment related to the OJI claim will void any future OJI benefits or paid OJI time for the specific claim. After the employee has reported it to the supervisor and the supervisor has reported it to the Risk Management, if the employee is not satisfied with treatment provided by the City-designated physician, the employee may request another City-designated physician by contacting the Risk Management Department immediately following the appointment.
8. In no event shall the time period for receiving OJI medical benefits under this policy exceed one calendar year from the date of the work injury or illness.
9. After the one-year period of an OJI, medical expense payments may continue only for a period of up to thirty months in cases of permanent total disability that has resulted from an on-the-job injury where an employee is not eligible for City retirement benefits and is unable to return to any employment. This applies only to an employee under the age of 65 years old that has a permanent disability as a result of an on-the-job injury. The medical expense payments apply only to treatment of an on-the-job injury or illness for which the OJI disability coverage was granted. All medical bills after the thirty-month period has expired are to be submitted to the employee's insurance carriers, as in all other type pensions.
10. Dental care is provided only if it is necessary as a direct result of an on-the-job physical injury "arising out of and in the course and scope of" an employee performing his/her duties and does not include dental treatment for stress/anxiety and/or TMJ.

C. Death Benefits

In the event an eligible employee has a compensable on-the-job injury which results in the employee's death, the OJI Policy does not have a death benefit provision. This does not affect any basic life insurance the City provides for all full-time employees, nor any accidental life insurance that the employee is provided to the employee as an employee benefit from the City.



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D. Lost Wages Benefits

1. Any eligible employee (including probationary employees) of the City of Jackson, with an OJI that has been determined compensable, shall receive regular salary for up to and not exceeding six months within a twelve-month calendar year, provided there is medical documentation from a City-designated physician stating that it is necessary for the employee to remain off work for reasons resulting from and/or casually related to an on-the-job injury (OJI). The employee will not receive OJI lost wages benefits for days that he/she is not scheduled to work for the City.
2. Upon receiving medical notification to remain off work, for an OJI, the qualified individual will continue to accrue sick, annual, and holiday leave time.
3. If a full-time employee is unable to return to regular full-time duties within one-year (12-months) from the date of injury or at the time that maximum medical improvement has been reached, whichever comes first, the employee may be separated from employment with the City of Jackson.
4. All part-time, temporary, or seasonal employees shall receive compensation for a period not to exceed six months within a twelve-month period from the date of injury, or for a period of time for which originally employed, whichever is less. The amount of compensation, if applicable, will be based on scheduled hours. In the case of non-scheduled hours of work, the compensation will be based on total actual earnings over the 52 weeks prior to the injury divided by 52 weeks, or if the employee worked less than 52 weeks, then the total earnings divided by the weeks worked prior to the injury. At the end of the twelve-month period from the date of injury or illness, the qualified individual may be separated from employment of the City of Jackson, if unable to return to regular duties.

E. "Light" or "Restricted" Duty Assignments

1. When the City-designated physician allows the employee to return to work on a "light" or "restricted" duty assignment, the specific restrictions must be noted on the work status. The City may make reasonable accommodations for "light" or "restricted" duty assignments for an employee injured on-the-job after determining the nature and scope of duties allowed under the specific medical restriction as defined by the City-designated physician. Availability of "light" or "restricted" duty assignments will be determined by the



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appropriate City administrator(s) on a case-by-case basis and in compliance with applicable federal and state law with regard to issues of alternative duty, restricted duty, or reasonable accommodations for disability.

2. The employee must contact his/her supervisor to determine if the restrictions can be accommodated. If an employee is given employment restrictions resulting in the inability to do his/her full duty, the employee will report to his/her department for a "light" or "restricted" duty assignment, if available.
3. In the event that his/her department has no "light" or "restricted" duty assignments available, the employee will report to the Human Resources for temporary reassignment during his/her "light" or "restricted" duty assignment, if available.
4. "Light" or "restricted" duty assignment may result in a change of schedule and the employee may be assigned to another department outside of the employee's department.
5. Should "light" or "restricted" duty not be available to the employee; the employee will remain off on OJI leave until the City-designated physician releases the employee back to full duty or for any of the reasons that apply, as described in Section I, Cessation of Benefits of the OJI Policy & Procedures.
6. Approved "light" or "restricted" duty assignments are temporary in nature and will not be permanently job modifications.
7. When an employee is released to return to work on "light" or "restricted" duty by the medical provider and "light" or "restricted" duty is available the employee is required to report to the assigned work location. If the employee elects not to return to work under "light" or "restricted" duty that is made available to the employee, he/she will be responsible for using his/her own personal leave time. Should the employee elect not to return to work in a "light" or "restricted" duty assignment prepared for them, the employee may be in violation of the City's OJI policy and OJI benefits may cease and the employee may be separated from employment with the City of Jackson.



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F. Employee Responsibility

As a condition of participation in the OJI program and the receipt of benefits thereunder, in addition to responsibilities set forth previously, the eligible employee is expected to review the OJI Policy and to practice safety awareness and exercise good judgment and common sense in the performance of his/her job and while on City premises and/or job locations. The employee also has a duty to ensure that his/her physical/emotional conditions are such that they have the mental clarity and physical ability to perform assignments, responsibilities and duties as related to his/her job, per his/her job description.

In addition, employees must report to their supervisors all potentially unsafe conditions and any hazardous or safety violations which could contribute to or result in injuries to employees or others. Supervisors are obligated to correct or have corrected in a timely manner any unsafe conditions and/or safety violations which are reported to them.

When an employee performs a task that is within the duties of another department, he/she is responsible for following the safety rules of that department. An employee should never attempt to perform a task that he/she has not been instructed and/or trained how to perform. This includes, but is not limited to, any games, fitness, physical, or hazardous activities, or any activities that exceed the physical requirements of his/her job description.

All employees may call the **Employee Safety Line** at (731)425-2200 to report safety ideas, issues, concerns or recognition of an employee that exemplifies good safety habits.

G. No Travel Reimbursement/Assistance

There is no provision for travel reimbursement, assistance, or arrangements for an eligible employee who is covered under the OJI program. Nothing in this program obligates the City to provide assistance or arrangements for an injured employee. Under extreme, dire, and extraordinary circumstances, the Risk Management Department and/or third party administrator has the discretion to authorize travel assistance.

H. Exclusions

All injuries and/or illness that occur during the qualified employee's hours of work may not qualify for OJI. This includes medical treatment, and the employee will be responsible for filing with his/her own medical insurance carrier for payment according to the then in-force



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rules and regulations of that program if the condition is excluded from coverage under the OJI program. The third party administrator will make a determination whether an injury or illness is work related and compensable under this policy.

The following categories of injuries or illnesses **are excluded** from coverage under the OJI program:

1. Injury or illness resulting from the adverse effects of prescription or over-the-counter medications (as determined by medical professions) related or not related to the on-the-job injury or illness.
2. Injury or illness resulting from alcohol or from unlawful use of drugs (as determined by medical professionals). All persons injured while on-the-job and regardless of whether they require medical attention are subject to testing for drugs and alcohol. Failure to submit to a required substance abuse test shall be considered misconduct and shall be subject to discipline up to and including termination and the potential forfeiture of OJI benefits.
3. Injury or illness resulting from misconduct, including but not limited to horseplay.
4. Intentional injury or illness, including self-inflicted injury or injury incurred while intentionally harming another.
5. Injury or illness resulting from failure or refusal to use safety devices and/or protective equipment or failure to perform duties as required by law, and in accordance with safety policies and procedures of the department. Also, failure to follow department procedures or instructions may not be treated compensable if a resulting injury constitutes willful misconduct during the course of performing job duties.
6. Aggravation of work related injury or illness by an off-duty activity.
7. Injury or illness suffered while traveling to and/or from work except in circumstances when such travel is in the performance of employee's duty while driving a City owned vehicle.
8. Participation in physical fitness or recreational activities unless the activity is a part of an organized program approved by the Department Director and the Department Director



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makes the employee's participation mandatory. Voluntary participation in such activities is not covered either during work hours or during off-duty hours.

9. Injuries or illnesses that result from anything which is not in furtherance of the City's business.
10. Health conditions which are attributed to the gradual onset of symptoms, associated with physical or mental changes, degenerative conditions (whether known or unknown to employee) or are attributed to repetitive motion.
11. The City reserves the right to terminate OJI benefits at any time if any employee refuses to cooperate with the City OJI Policy.

I. Cessation of Benefits

OJI benefits will cease when any one or more of the following conditions are met:

1. Termination of employment with the City of Jackson by resignation, retirement, discharge or death except for coverage provided by an insurance policy specifically designated to continue after such event.
2. Failure of employee to follow the medical advice or instructions of City's designated medical providers. This includes, but is not limited to: failure to follow medical provider's restrictions, failure to attend scheduled appointments or treatments, and failure to take prescribed medications as directed. Seeking treatment with a medical provider(s) not authorized by the City, except for unavoidable emergency situations.
3. Upon the completion of medical treatment, which includes: released by treating City-designated physician; maximum medical improvement (MMI) has been reached; or attainment of twelve months from the date of injury has been reached; or when the employee chooses to terminate medical treatment. No additional OJI benefits will be made once the one-year term has expired.
4. If the employee is able to return to work in some capacity, with some restrictions or limitations per the approved treating physician, and fails to do so, benefits will cease.



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5. Inactivity of ninety consecutive days of an OJI claim (filed or logged) starting the day after the date of injury.
6. Fraud, which includes, but is not limited to, falsification of documents, and/or giving false statements.
7. Employee opting out of OJI is deemed a waiver of any claims or benefits under the OJI policy.
8. Non-compliance with the OJI policy, which includes, but is not limited to, withholding information that is needed to complete an investigation, failing to complete required forms, and refusing to follow recognized treating physician's plan to treat the injury.

J. Right to Offset and/or Subrogation

1. As a condition of participation in the OJI program and the receipt of OJI benefits, the employee acknowledges and agrees that if the OJI injury or illness was caused by a third party, the City shall be entitled to subrogation for OJI benefits expended by it on behalf of the employee. The City shall be subrogated to and shall succeed to all rights of recovery, under any legal theory of any type, for OJI benefits provided by the City to employee from: (i) third parties, including any person alleged to have caused you to suffer injuries or damages; (ii) your secondary employer, or (iii) any person or entity obligated to provide benefits or payments to you, including for underinsured or uninsured motorist protection. (These third parties and persons or entities are collectively referred to as "Third Parties").
2. When OJI benefits have been partially or fully paid and the injury or death was due to the actions of one or more of the Third Parties, the City has the right of subrogation against any of the Third Parties to the extent of the OJI benefits paid. The City shall have a subrogation lien against any recovery by the employee or those to whom such employee's right of action survives; and, the City may initiate or intervene in any action to protect and enforce such lien; however, the City is not required to intervene in any action to protect or enforce its lien.
3. **The injured employee is required to sign the City's Subrogation and Reimbursement**



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Agreement before receiving any OJI payments and is required to notify the City's Risk and Benefits Manager, the third party administrator, and/or the City Attorney's Office that a claim or lawsuit has been filed against any of the Third Parties and/or the Third Parties insurance company within thirty days of the filing of said action. Should the employee refuse to sign the Subrogation and Reimbursement Agreement, benefits shall be withheld or the claim will be denied until such agreement has been signed and received by the City's Third Party Administrator, Risk and Benefits Manager and/or the City Attorney's Office. Employee and his representatives shall comply with the terms of the Subrogation and Reimbursement Agreement.

4. In the event either the employee or those to whom such employee's right of action survives fails to file an action against the third party within one year, the City, within its discretion, may exercise its right of subrogation and file an action against the Third Parties on behalf of the employee. Notwithstanding the provision herein to the contrary, for actions against the Third Parties that have a one-year statute of limitation, the employee, or those to whom such employee's right of action survives, must file an action within nine months of the underlying injury. If the employee, or those to whom such employee's right of action survives, fails to file an action within nine months, the City, within its discretion, may exercise its right of subrogation and file an action against the Third Parties on behalf of the employee.
5. In the event the employee's net recovery from the Third Parties, either by judgment, settlement, or otherwise, exceeds the amount paid by the City, the City shall have the right of full recovery of amounts paid on the employee's behalf. If at the time of judgment, settlement or otherwise, the City has not paid and discharged the City's full maximum liability for OJI benefits, the City shall be entitled to a credit or setoff on the City's future liability, as it accrues, to the extent of the employee's net recovery. In the event the employee obtains a recovery by judgment, settlement, or otherwise, without intervention by the City, the City shall, nevertheless, be entitled to a credit on the City's future liability under OJI, as it accrues, to the extent of the net recovery.

K. Heart, Hypertension, or Lung Coverage (HHL Program)

The OJI policy also covers Police Officers and Firefighters as required by Tenn. Code Ann. § 7-51-201. All full-time Police Officers diagnosed with diseases of heart or hypertension and



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Fire Fighters diagnosed with diseases of the heart, hypertension, or lungs, are presumed (unless the contrary is shown by competent medical evidence) to have contracted such diseases or conditions in the course of their employment by the City (collectively "HHL claim"). The OJI policy, as required by Tenn. Code Ann. § 7-51-201(d), also covers all full-time Fire Fighters diagnosed with Non-Hodgkin's Lymphoma cancer, colon cancer, skin cancer, or multiple myeloma cancer resulting in hospitalization, medical treatment, or any disability, who are presumed (unless the contrary is shown by competent medical evidence) to have contracted such diseases or conditions in the course of their employment by the City. A claim of Police Officers and Firefighters pursuant to T.C.A. § 7-51-201 are collectively referred herein as an "HHL claim" although there is a difference in evidentiary procedures for each type of claim as set forth in the statute.

The HHL Program procedures are as follows:

1. Employee or employee's representative in the case of death must submit an EIR and/or any evidence of an HHL Claim to the Risk Management Department within fourteen regular business days from receipt of diagnosis from his/her physician.
2. The third party administrator, upon receipt of HHL claim, will send a form for employee or employee's representative to submit a list of all physicians and medical providers who have treated the employee for any reason in the last ten years and a medical authorization release to obtain employee's medical records which must be signed by employee.
3. Employee or employee's representative must return all medical authorization release forms and list of providers to the third party administrator within fourteen regular business days from receipt of the forms. Failure to comply with these guidelines will void any future OJI benefits for the specific claim.
4. Once all required records and forms are received, the third party administrator will send a written release of information, a copy of T.C.A. § 7-5-201, a copy of the Police Officer's/Firefighter's job description, pre-employment physicals, all medical documents in the employee's Human Resources medical file, and other medical records to a reviewing physician within fourteen regular business days of receipt. The reviewing physician will be selected in accord with any evidentiary requirements of T.C.A. § 7-5-201.



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5. Results of the physician's review will be sent to the claims adjuster for review and determination of whether the claim is compensable under the OJI policy and the requirements of T.C.A. § 7-5-201.
6. If the claim is denied, the employee has thirty days from the date of denial to provide further medical information to the Risk Management Department and the third party administrator. If further medical information is provided that supports the employee's claim for HHL benefits, the claim will be reopened and reviewed.
7. Until compensability has been determined, the employee will be responsible for all payment of all claims but should keep all medical and pharmacy receipts until final determination of the claim is made.
8. Those employees whose claims are accepted under the HHL Program will be subject to all of the policies and procedures of this OJI policy.

L. OJI Benefits Appeal Process

An employee, whose claim for OJI benefits is denied, in whole or in part, may elect to appeal the decision. The OJI Benefits Appeal Process is not applicable for any claim that is deemed compensable and meets the criteria for cessation of benefits. There are no further provisions under the OJI program once a covered claim meets the criteria for cessation of benefits.

The Appeals process is as follows:

1. Upon denial of the claim, the employee shall be notified by certified mail of the denial and reason for denial of the claim and of his/her right to appeal the denial.
2. If employee wants to appeal - the denial of an OJI claim for benefits, the employee shall complete the **Notice of Appeal of OJI Denial form** and return it to the Risk Management Department within fourteen regular business days of the employee's receipt of written notice of denial regarding the matter being appealed.
3. The employee may be represented by an attorney or any other representative at his own expense. However, if represented by counsel, the written notice of appeal should indicate counsel's name, address, and telephone number. Once counsel has been retained by the



POLICY & ADMINISTRATIVE PROCEDURES

ON-THE-JOB INJURY (OJI) POLICY AND PROCEDURES

employee, all correspondence will be sent directly to counsel.

4. Because formal legal proceedings can be costly and time-consuming, an effort will be made to resolve appeals informally before proceeding to a full hearing. A time and place will be set for mediating the matter, which will be attended by representatives from the OJI office as well as the employee and his/her counsel, if any. The mediation will be conducted by a trained mediator. The employee will be sent a list of mediators to choose one to conduct the mediation. The City will contract with and be responsible for paying a mediator to preside over the mediation. Failure to attend the mediation by the employee may result in a default judgment against the appeal request. When appropriate, the City may waive mediation.
5. If the mediation fails to result in a satisfactory settlement of the matter, the employee may request to have the appeal heard by an administrative law judge. The employee or the employee's attorney must send a request in writing to the City's Attorney within fourteen regular business days after the mediation. If employee does not request a hearing by the administrative law judge, then the appeal will be closed. After the request is received, the City's Attorney will select the administrative law judge, and an administrative law judge will be retained by the City to preside over each hearing. The cost of the administrative law judge will be paid by the City of Jackson.
6. The Risk Management Department will notify the employee and/or employee's counsel within sixty days of the scheduled hearing. Each party will receive notice of the hearing, which will include the following information:
 - a. The time, place, and nature of the hearing;
 - b. The right to be represented by counsel;
 - c. The matter (s) in dispute; and
 - d. The hearing will be conducted in accordance with Part 3 of the Tennessee Uniform Administrative Procedures Act.
7. The administrative law judge will set a time for a pre-hearing conference where the parties will meet to discuss initial matters including, but not limited to:
 - a. The simplification of issues;
 - b. The necessity or desirability of amendments to the pleadings;
 - c. The possibility of obtaining admissions of fact and documents that will avoid



POLICY & ADMINISTRATIVE PROCEDURES

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- unnecessary proof;
- d. The limitation of the number of expert witnesses; and
 - e. Such other matters as may aid in the disposition of the action.
8. Failure to attend either the pre-hearing conference or the full hearing may result in a default judgment against the absent party. Either party may petition for reconsideration of the default judgment within fourteen regular business days pursuant to Tenn. Code Ann. § 4-5-317.
9. All written medical evidence shall be submitted no later than fourteen regular business days prior to the hearing.
10. At the hearing, the parties are permitted to be represented by counsel, to question witnesses and to present evidence.
11. Along with the administrative law judge, the OJI Appeals Panel shall hear the appeal. The OJI Appeals Panel shall consist of the Risk Manager' designee; the Personnel Director for the City; and the City Mayor's designee.
12. The OJI Appeals Panel shall decide all issues of fact.
13. The administrative law judge shall preside at the hearing, rule on questions of the admissibility of evidence, swear witnesses, advise the OJI Appeals Panel as to the law of the case, and ensure that the proceedings are carried out in accordance with the applicable provisions of Title 4, Chapter 5, Part 3 of the Tennessee Uniform Administrative Procedures Act. The administrative law judge shall not take part in any determination of a question of fact, but shall decide any procedural questions of law.
14. After the hearing, the OJI Appeals Panel shall issue a decision within fourteen regular business days of the hearing and notify the employee (or his/her counsel) of its decision by certified mail. The ruling of the OJI Appeals Panel shall be considered final and binding.
15. The decision of the OJI Appeals Panel shall be subject to judicial review under the provisions of the Tennessee Uniform Administrative Procedures Act. A petition for judicial review shall be filed with the Chancery Court of Madison County, Tennessee



POLICY & ADMINISTRATIVE PROCEDURES

ON-THE-JOB INJURY (OJI) POLICY AND PROCEDURES

within sixty calendar days after the entry of the final order.

16. The official record of the proceedings shall be maintained by the City in conformity with Tenn. Code Ann. § 4-5-319.



ON-THE-INJURY POLICY & PROCEDURES

Attachments:

Authorized Medical Treatment Facilities

**Subrogation and Reimbursement
Agreement Form**

Notice of Appeal of OJI Denial

MEDICAL TREATMENT CENTERS

In the event that an OJI that is deemed life-threatening such as: heart attack, stroke, poisoning, convulsion, serious breathing difficulty, unconsciousness, major lacerations, smoke inhalation, head injuries or other acute conditions which would lead to disability or death if not treated, employees are to seek treatment at the nearest facility where emergency medical care is rendered.

For OJI's that are not emergencies such as referenced above and where emergency treatment is necessary, employees are to seek assistance at one of the following facilities in the order listed:

LIFT Health Clinic (731) 425-6900

101 Jackson Walk Plaza

Hours: Mon-Sat: 7am-7pm Closed Sundays

All non-emergency OJI treatment should be sought at the LIFT at 101 Jackson Walk Plaza or at WTN Healthcare-West TN Group at 1270 Union University Drive, Suite A.

Physician's Quality Care (731) 984-8400

2075 Pleasant Plains Rd. Ext.

Hours: 7am-11pm everyday

Jackson Madison County General Hospital – ER (731) 425-6180

708 West Forest Avenue

Emergencies: Go to the nearest ER for any OJI that requires emergency treatment.

For non-emergency injuries that occur after LIFT hours: the employee may go to Physician's Quality Care if they are open or wait until the following morning & go to LIFT clinic. Stitches can be done at LIFT or Physician's quality care.

Pharmacy: If you are prescribed a medication for an OJI, pick up an OJI RX card from the OJI contact in your department or from the Risk Mgt. office. Follow instructions on the OJI RX card. Pharmacy choices for OJI are: CVS, Kroger, Sam's Club, Target, Walgreens, and Walmart.

These are the only authorized treatment centers for OJI injuries and/or illnesses. Direct referrals made by the medical doctor at these treatment centers will be treated as OJI authorized treatment, but upon notice of said referral, the Third Party Administrator has the right to direct or relocate the qualified individual to a designated health care provider or facility. No other treatment centers will be compensated for any OJI related treatment without prior approval from the Third Party Administrator.

Authorized OJI facilities are subject to change as deemed necessary by Risk Management under the direction of the Mayor of the City of Jackson with City Council approval.

SUBROGATION AND REIMBURSEMENT AGREEMENT

The following is a description of the principal provisions of the City of Jackson ON-THE-JOB INJURY POLICY AND PROCEDURES (the "OJI Policy") subrogation and reimbursement rights. This list is not exhaustive and the language of the OJI Policy document will control to the extent that there are any differences between the following descriptions and the OJI Policy document.

The Employee understands and agrees that:

(a) The OJI Policy has the right to reimbursement from monies recovered by the Employee from any source relating to a claim, resulting from a personal injury, sickness, accident, condition or work-related illness or injury, including an individual policy of insurance which is maintained by the Employee.

(b) The OJI Policy's subrogation and reimbursement rights attach to all monies recovered by the Employee regardless of how the amounts are characterized. The OJI Policy's subrogation and reimbursement rights extend to monies recovered for medical and loss-of-time benefits paid and to monies recovered for other than medical and loss-of-time benefits paid including, but not limited to, monies recovered for pain and suffering.

(c) The OJI Policy has the right to reimbursement for all benefits the OJI Policy has paid to or on behalf of the Employee as of the date the Employee recovers monies and for all other benefits the OJI Policy pays after the date of recovery to or on behalf of the Employee.

(d) The OJI Policy has the right to suspend all benefit payments due to an Individual if the Employee fails to complete and return this Subrogation and Reimbursement Agreement, the subrogation and reimbursement questionnaire and/or any other documentation to be used to enforce the OJI Policy's subrogation rights.

(e) The Employee shall be solely responsible for paying all legal fees and expenses in connection with any recovery for the underlying claim, resulting from a personal injury, sickness, accident, condition or work-related illness or injury and the OJI Policy's recovery shall not be reduced by such legal fees or expenses.

(f) The Employee has the duty to cooperate with the OJI Policy regarding its subrogation and reimbursement rights. The Employee cannot alter the OJI Policy's subrogation and reimbursement rights by an agreement with a third party.

(g) The Employee, and/or any agent of the Employee, including any attorney, agrees to hold any money recovered in trust for the benefit of the OJI Policy to be paid to the OJI Policy immediately upon recovery thereof.

(h) In the event the Employee recovers monies and fails to reimburse the OJI Policy the amounts it has paid, the OJI Policy shall have the right to reduce future benefits due to the Employee or the Employee of whom such Individual is a Dependent or any other Dependent of such Employee by the amount of benefits paid by the OJI Policy or reduce the amount of the dollar bank until the OJI Policy recovers the lesser of the amount paid or the Employee's gross recovery. The undersigned expressly understands and agrees that all benefits paid or to be paid by the OJI Policy, including those amounts to be paid pursuant to this specific Subrogation and Reimbursement Agreement, are conditioned upon the OJI Policy's rights of subrogation and reimbursement. The undersigned agrees to notify the OJI Policy of any recovery by the undersigned relating to his or her claim and to repay the OJI Policy from any and all recoveries once the undersigned has recovered monies. The undersigned understands and agrees that this Subrogation and Reimbursement Agreement creates contractual and equitable rights, in addition to those created under the OJI Policy's Rules and Regulations, for the OJI Policy to assert its subrogation and reimbursement rights against the undersigned in a court of competent jurisdiction.

Employee's Signature

Date: _____



**CITY OF JACKSON ON-THE-JOB- INJURY
NOTICE OF APPEAL OF OJI DENIAL**

By signing below, I am giving written notice pursuant to the City of Jackson's OJI Policy that I want to appeal the denial of my on-the-job injury. I further agree that I have reviewed the OJI Benefits Appeal Process and understand that if I do not follow the procedures and deadlines for the appeal, my OJI claim will be closed and no further appeal will be allowed.

Provide a short and plain statement of the issues on appeal or basis for relief on appeal:

Employee's Printed Name:

Employee Signature:

_____ Date: _____

Department:

Supervisors Signature: _____ Date: _____

Instructions: Employee must return this form to the Risk Management Department within fourteen regular business days of the employee's receipt of written notice of the denial of employee's OJI claim.

Dr. Susan Francisco

26 Raleigh Place

Jackson, TN 38305

I am a lifelong Tennessee resident, graduated from St. Mary's school in Memphis and The University of the South Sewanee with a BS in Biology. Attended Medical School at UTCHS in Memphis and specialized in Nephrology (kidneys). I moved to Jackson in July 1991 and accepted a position with The Jackson Clinic. I was there for 20 years until I retired on Jan 2, 2019.

While practicing, I was chairman of the Critical Care committee for several years and also on the Medical Executive Board while chairman of Critical Care. I also served on the Credentials Committee during my last two years of practice.

I have been a lifelong reader and am currently in two book clubs. Active in my church, St. Luke's Episcopal and have held leadership positions in the church. I sing in the choir and am active in Room in the Inn for my church. I am also chairman of the Outreach committee. I participate in medical missions annually at El Hogar, a children's school and home for the past seven years, and also went there for an additional ten years or so as a construction volunteer.

As far as my involvement with the Library – I have been a volunteer for 12 years as a member of the Foundation Board. Also, I am a co-founder of the Books of Madison County and have been head of the silent auction for the fundraiser since its inception 11 years ago. I am a firm believer that education is a vital key to erasing poverty and think the Library is an important resource to that end. I enjoy reading, traveling, and cooking.

Mandy M. White

6 Jamestown Drive • Jackson, TN 38305

731-467-1110 • mandy.m.white@gmail.com • <https://www.linkedin.com/in/mandy-white-08206524>

Experienced Economic Development Professional

A dedicated professional with the ability to develop and manage multiple projects in a fast-paced environment. A strong problem-solver who works well independently and with a team. An innovative and organized worker complimented by a strong work ethic. An unassuming leader who easily establishes relationships and credibility with stakeholders. An adaptable worker able to take charge but who readily accepts direction. A committed, flexible employee who has consistently undertaken increased responsibility with success.

Most Current Professional Experience

Jackson Chamber (Jackson, TN)

An 1,00-member organization focused on member services, economic development and community development

Senior Vice President, Economic Development
Vice President, Economic Development
Manager, Research and Economic Development
Economic Development Coordinator

February 2014 – Present
October 2010 – January 2014
February 2003 – September 2010
August 2001 – January 2003

- Assist with the economic development for Jackson and Madison County, TN, through the recruitment of new industry to the area. Work closely with other members of Team Madison County to market West Tennessee's assets. Helped in the creation of 11,788 new jobs and more than \$2.4 Billion in investment by new and expanding industries since her involvement in Team Madison County.
- Assisted in the development and implementation of Jackson Regional Partnership (JRP), a nine-county regional economic development organization. Worked with various stakeholders including local elected officials, economic developers, utility providers, and others, to establish rapport and credibility as the organization was developed.
- Coordinate and lead regular industrial plant managers, human resources managers and safety managers meetings.
- Identify, develop and maintain marketable community owned industrial sites and parks to propose for new industrial clients.
- Maintain formal visitation program with major area employers to stay current on their employment needs and to enhance relationship building between Team Madison County and existing industry. These are conducted both locally and on a corporate level.
- Manage Vice President, Talent Development and Economic Development Coordinator, and work closely with secondary educational institutions in the area, specifically Jackson State Community College and Tennessee College of Applied Technology-Jackson, to coordinate the assessment and development of workforce skills necessary for a prepared and competent workforce.
- Wrote, submitted and/or formally presented for a variety of Economic Grants benefitting the community and successfully secured more than \$1.1 million.
- As a member of the senior leadership team, involved in all interviewing and hiring of any available positions within the organization and participates in senior level discussions and decisions of the direction of the organization.
- Involved in development of City of Jackson branding campaign, "Connect Here", Memphis Regional Megasite Web site, Jackson Regional Partnership Web site and Jackson Chamber Web site, and managed the collaborative effort of a new and combined web site including Chamber of Commerce, Economic Development, Visitors Bureau and Downtown Development.

Education Experience

University of Oklahoma

Graduate, Economic Development Institute

Union University

Bachelor of Science Degree in Psychology; Minor in Sociology

Cheatham County Central High School

Graduated with Honors; Top 10 Percent of Class

Mandy M. White

Selected Professional and Service Activities

- Tennessee Economic Development Council Member (2004-present) and past officer, previously serving on the Board of Directors and as President, Vice President and Secretary/Treasurer.
- Jackson State Community College Business and Industrial Technology Dept. Advisory Board Member (2006-present)
- Tennessee College of Applied Technology-Jackson Advisory Board Member (2005-present)
- Tennessee Certified Economic Developer Advisory Board (2016-present)
- Tennessee Chamber of Commerce and Industry Board Member (2016-present)
- Tennessee College of Applied Technology-Jackson Local and Regional Student of the Year Judge (2011-2018)
- Council for Community and Economic Research Member (2001-present)
- Repeat guest speaker for professional education courses and community meetings including the TN Basic Economic Development Course (*Marketing and Attraction*), TN Business Retention and Expansion Course (*Best Practices-Practitioner's Perspective*), Leadership Jackson (*Economic Development 101*), Central West Tennessee Association of Realtors, Old Hickory Rotary Club and the Kiwanis Club of Jackson.
- Southern Economic Development Council-SEDC (2013 to present)
- Japan America Society of Tennessee Member (2013-present), and Board of Directors (2019-present)
- Advisor to the Beta Omega Chapter of Zeta Tau Alpha (2001-2005) and (2010-present)—holding a variety of offices including Recruitment Advisor, New Member Advisor, Judicial Advisor, Ritual Advisor
- Kiwanis Club Member (2000-2009 and 2014 to 2018) and Board of Directors (2001-2008)—held offices of Membership, Community Service and Social Chairman
- Make a Wish Volunteer Wish Grantor and Volunteer Leader (2001-2005 and 2013 to 2016)
- Therapy and Learning Center Advisory Board Member (2006-2012)
- Jackson State Community College Foundation Board of Trustees (2009-2011)
- NAIA Division I Women's National Basketball Tournament Board of Directors (2001-2011)
- Society of Human Resource Management (SHRM)-West TN Charter Member (2005-2010)
- Girl Scouts of Reelfoot Council Board of Directors (2005-2008) and Community Advisory Board (2019-present)
- Special Olympics Volunteer (2001-2007)
- United Way Funding Allocation Committee Member and Chairman (2002-2004)
- Regional Interfaith Association (RIFA) of Jackson Board of Directors (2020-present)
- Southeast German Shorthair Pointer (SEGSP) Rescue volunteer (2018-present) and Tennessee State Coordinator (2020-present)

Honors, Accomplishments and Awards

- Union University Distinguished Achievement Award—Presented to a Union University graduate recognizing significant contributions in areas of profession (2017)
- Award for Excellence and Tennessee Valley Authority Rural Leadership Institute Graduate (2017)
- Highlighted by Union University as a "Next Great Leader" in the Jackson Community (2015)
- Outstanding Woman in Business Honoree-Jackson-Madison County African American Chamber of Commerce (2015)
- Jackson's Finest Young Professionals (2012)
- City of Jackson Citizens' Police Academy Graduate (2011)
- FBI/TBI Citizens' Academy Program Graduate (2011)
- WestStar Leadership Program Graduate (2009)
- Kiwanis Club Officer of the Year (2005)
- Leadership Jackson Graduate (2005)
- Dale Carnegie Course® Graduate (2004)



Mandy White

Senior Vice President, Economic Development | mwhite@jacksontn.com

Mandy White is Senior Vice President, Economic Development, of Jackson Chamber, Jackson, TN. The organization represents 1100+ business members in Jackson/Madison County and throughout Tennessee.

White has been a staff member at the Jackson Chamber since January 1999 and has served in a variety of areas including small business services, leadership development, membership services, accounting and now, economic development.

As Senior Vice President, Economic Development, she works closely with Team Madison County to market Jackson to industrial prospects in an effort to locate them to Madison County. She is also responsible for the areas of workforce development, and existing industry relations, working closely with Jackson Energy Authority to identify and assist with growth opportunities for existing companies. Since her involvement with Team Madison County, a total of 11,788 new jobs have been created with investments of nearly \$2.4 Billion by new and expanding industries.

White holds a B.S. in Psychology from Union University. She is a graduate of the University of Oklahoma's Economic Development Institute, the Dale Carnegie Training Course, Leadership Jackson and WestStar. She graduated from TVA's Leadership Institute in 2017.

She serves on advisory committees for Jackson State Community College, University of Memphis-Lambuth, and Tennessee College of Applied Technology-Jackson, and is a member of the Southern Economic Development Council, American Chamber of Commerce Research Association (ACCRA), Japan America Society of Tennessee, where she serves on the Board of Directors and the TN Economic Development Council, where she is Past President of the 350-member organization. She also served on the Boards of Directors for the TN Chamber of Commerce and Industry and the University of Tennessee Center for Industrial Services.

White has been a volunteer wish grantor with Make a Wish of the Mid-South, serves on the Girl Scouts Heart of the South Community Action Cabinet and is the State Coordinator for Southeast German Shorthair Pointer Rescue, where she manages the state's volunteers and identifies potential foster homes for the dogs within the rescue, ultimately matching them with adoptive families. She is a member of the Zeta Tau Alpha Jackson Area Alumnae Association, and she serves as an Advisor to the Beta Omega collegiate chapter. Mandy was named one of "Jackson's Finest Young Professionals" in 2012 and was highlighted by Union University in 2015 in its "Next Generation of Great Leaders" series. The Jackson-Madison County African American Chamber of Commerce also named Mandy an Outstanding Woman in Business in 2015. In 2017, she received the Alumni Meritorious Service Award from Union University for outstanding work in the non-profit field.

Away from the office, Mandy enjoys hanging out with her dogs, baking, and traveling, especially to Chicago and Jamaica. Originally from Ashland City, TN, she has been married to her husband, Darrell since 2007 and currently resides in Jackson, TN.

CITY OF JACKSON BOARD BIOGRAPHY

NAME

Wayne Arnold

PERSONAL

Residence: 45 East Laurel Rd

Telephone: 731-571-7298

Email: warnold@madisoncountyttn.gov

EDUCATION

High School: JCM

College: JSCC

College: University of Cincinnati

EMPLOYMENT

Present employer: Jackson Madison County Regional Health Dept

Title: Hospital Coordinator

Informational Stats

**Jimmie Ruth Trice-Baylor 116 Chickering Road Jackson, Tennessee 38305
Residence (731) 664-6930
Business (731) 225-6003**

Community Connections: Born/grew up in District 2 – 103 Dempster Street. Family members owned property on Adams, Southern, Daugherty, Burton, and Iselin Streets. Current property owner - 106 Dempster St.

Former Community Business Owner: Baylor Medical Clinic 1747 North Royal St. Jackson, TN 38301

EDUCATION:

Union University School of Social Work, MSW, May 2016

Freed-Hardeman University MS in Counseling Psychology, 1997

Lane College -BA, Sociology/Biology, 1986

Jackson Area Vocational School Surgical Technician, 1979

Employment:

State of Tennessee-Department of Children's Services July 2000-Present

Team Leader-Case Manager IV: Developed protocol for managing an annual budget of 9 to 13 million dollars for purchasing contracted services for custodial children. Only region within TN-DCS that has never gone over the regional allocation

Experience/Accomplishments:

Mayor's Office-City of Jackson, TN 2015-2016 (Union University-MSW Program) Social Environmental Research-Mound City Community Research: Environmental effects on health and economic development – Mound City Community Redevelopment. (Reported directly to Mayor Gist and Councilman Johnny Dodd) (See last page)

Forest Cove Nursing and Rehabilitative Center – 2015 Developed statistical data form for evaluating and tracking unit/shift risks for accidents. Modified/compiled student/agency training manual for enhancing quality practices.

JACO/Tennessee Alcohol and Drug Association 1996- 1997 Individual and Family Intervention –Alcohol & other Drugs

Maury County Regional Office 1986 Department of Human Services, Columbia, Tennessee
Family Counseling, Child Protective Services

COMMUNITY INITIATIVE:

2019 – Present: Trainer for Adverse Childhood Experiences

Community-based approach for addressing social and economic prosperity

TN-Statewide Workgroup: Racial Disparity

2013 - 2018: Madison County NAACP- Chairperson –Environmental Committee

Organized community-neighborhoods for addressing the long-term effects of toxins exposure and correlations of high percentage of residents being diagnosed with cancer. Community Resource Center was identified and annual events created for on-going follow up.

Mayor's Office-City of Jackson, TN 2015-2016 Social Environmental Research-Mound City
Community Research: Environmental effects on health and economic development – Mound City
Community Redevelopment. My research provided me with the opportunity to look directly with the
members of Community Redevelopment Agency Board and the African-American Chamber of Commerce.
Specific members were Mrs. Nell Huntspon, Mr. Clarence Boone, and Florence Howard.

Primary Focus:

- **State of Tennessee Community Redevelopment Act 1998** (addressing the needs/conditions of communities that have deteriorated) Research indicated the current need for on-going investing in the community not only through replacing affordable housing, but also through connecting the majority of the remaining residents-who are retired, elderly, and on a limited income to resources for maintaining their homes, utilities, safety, and healthcare. The blight of this community is the same as any urban community.
- **City of Jackson - Neighborhood Revitalization Plan - Tornado 2003** (continuing to address the displacement of people and businesses) The research in 2016 and what remains seen today indicates that opportunities for younger residents moving into this community is almost non-existing due to the connectedness to job training and job opportunities that sustain a lifestyle beyond poverty.
- **Safe Neighborhoods Task Force 2009** (addressing the concerns citywide of economic development, code enforcement, and safety. The research indicated that there remains a vast difference in the ages of residents that live in the core boundaries of Mound City and the residents that live in the adjacent public housing developments. While it is noted that housing is needed, the core factors of economic development, housing being maintained, medical access, and stormwater drainage remain major factors that need improvement. These are all factors that affect safety.
- **City of Jackson- Stormwater Management:** The research from 2016 indicated that efforts are being made to continue the address the hazards of the historical sites that present current concerns due to water table/flooding. This within itself has to continue to be addressed as the community is redeveloped.

Jackson Community Redevelopment Agency: addresses the
residential public open space
street improvements infrastructure
private investment

Mound City/District 2 is a historical community that was initially developed in the mid 1920s for the families that were employed by the Mobile and Ohio Railroad. The families that did not work for the railroad fostered an independent/self-sufficient community that was comprised of churches, established businesses-restaurants, grocery stores, and a dry cleaner. There were known community craftsmen such as plumbers, electricians, barbers, mechanics, seamstress, and cooks.

The maps below note the Mound City that existed prior to the 2003 tornado as related to the Windshield Survey that was completed in 2016 indicating a community with an overwhelming number of vacant properties. These vacancies continue to present the number of families and businesses that have been misplaced. But most importantly, the Windshield Survey should represent the opportunities for growth given as proposed through the CRA by having a Community Development Corporation.

2012-2013 Presidential Inaugural Planning Committee: Dr. Jill Biden and Dr. Michelle Obama
Served as a volunteer for providing direct assistance to Veterans' and their families during the pre-inaugural and post-inaugural activities.

Tony Brown's Address on Economic Empowerment and Drug Use

Chaired and coordinated informational forum, fundraising and presentation of educational presentations in the Madison, Haywood, Gibson, and Hardeman Counties for addressing youth drug use.

Muscular Dystrophy Association—Chairperson 1989

Coordinated networking system to establish educational/fundraising base for Madison County. Initiated the Clover-Awareness Donation

**INTERESTS/
MEMBERSHIP:**

Habitat for Humanities, Board Member
American Association for Counseling and Development
Tennessee Association of Counseling Development
Boys and Girls Club of America, Board Member
West Tenn Healthcare Long-Range Strategic Planning Committee
MV Link Medical Auxiliary
Crime Stoppers—Member
Families in Action Board President
Jackson Symphony League--Member
Carl Perkins Child Abuse Center, Volunteer
Tennessee Alcohol and Drug Association
Madison County Democratic Committee – Interim Chair
Jackson Madison County Leadership Council, Secretary/Member
Tennessee Technology Center Board Member
Madison County Big Brother/Big Sister Program, Volunteer

CITY OF JACKSON BOARD BIOGRAPHY

NAME - Daniel Morgan

PERSONAL

Residence: 244 Summerfield Drive Jackson, TN 38305

Telephone: [731-513-0155](tel:731-513-0155)

Email: dwmorgan@gmail.com

EDUCATION

High School: Gateway Christian School

College: BSBA, Thomas Edison State University, Trenton, NJ

College:

EMPLOYMENT

Present employer: Jason's deli of Jackson

Previous employer: Chick-fil-A

Title: Manager

COMMUNITY INVOLVEMENT

Community Boards: Past Judge for Jackson Children's and Teen Theatre

Church: Northbrook Church, Children's Ministry Volunteer, Management Team

General Interests: Theatre, History, Classic Country Music

CITY OF JACKSON BOARD BIOGRAPHY

Personal

Name: Darren Lykes

Residence: 316 Crescent Avenue
Jackson, TN 38301

Telephone: [731-343-1906](tel:731-343-1906)

Education

High School: West Carroll High School

College: None

Employment

Present Employer: Darren Lykes Photography

Previous Employer: Moore Studio

Community Involvement:

West Tennessee Healthcare Foundation Board of Trustees
Ayer's Children's Medical Center Advisory Board Chair
Downtown Dogs Group board member
Jackson Pride organizer/chair
Patient & Family Engagement Council (Jackson-Madison Co. General Hospital)
Jackson Award recipient 2016 (community service)
Leadership Jackson class of 2012
Lane College Founder's Day Gala chairperson
Past WRAP board member
Past JDDC board member
Past Jackson Arts Council board member

Billie Duke
15 Wildwood Lane
Jackson TN 38301
Native: Jackson TN

2 Children: Stephanie Duke Oglesby St. Johns, Florida - Loyd Anthony Duke Jr. (Tony) Jackson, TN

6 Grandchildren

1989 - 1992	Sales and Advertising - Dasher Publications	
1992-1995 -	Sales Manager Garden Plaza Hotel Jackson TN	Cooper Companies
1995-1996	Director of Sales Sheraton Old English Inn - Jackson TN	-Wright Investments
1996-2000	General Manager Sheraton Old English Inn Four Points - Jackson TN	
2000-2009	General Manager Jameson Inn - Jackson TN	Kitchen Hospitality
2009 to date:	General Manager Comfort Suites Hotel - Jackson, TN	Madison Hospitality

Member Old Hickory Rotary Club 1989 - 1996

Member Jackson Downtown Rotary Club 2002 to current date

Board Member Jackson Rotary Club since 2015

Officer of Jackson Rotary Club - Club Secretary since 2018 to current date

Board Member: The Star Center 2016-2019

Attended:

West TN Business College -

Jackson State Community College -

Memphis State University - currently the University of Memphis

Hobbies: Gardening

Club Achievements:

Paul Harris Fellow - Jackson Rotary Club

Rotarian of the Year - Jackson Rotary Club

Paul Harris Fellow - Second Level Jackson Rotary Club

Susan White, CPPB, Director
115 E. Main St.
Suite 202
P.O. Box 2508
Jackson, Tennessee 38302



Telephone: 731-425-8245
Fax: 731-265-1869
Email: swhite@cityofjackson.net

To: Mayor/Council

From: Susan White

Date: June 17, 2020

Subject: Items for July, 2020 City Council meeting

For the July, 2020 City Council meeting, I will have the following items:

1. Consideration of a contract with Hope Restored Counseling for intensive outpatient treatment and moral reconnection therapy.
2. Consideration of change order #2 for Dr. F. E. Wright Drive Phase 1 road widening project.

Scott Conger, Mayor



PURCHASING DEPARTMENT

SUMMARY OF PROPOSALS

ITEM: Intensive Outpatient Treatment and Moral Reconciliation Therapy

NAME	COST
Hope Restored Counseling	\$3,720 per month
Due to a Declaration of State of Emergency issued by Mayor Scott Conger, the city is adjusting to a different routine. When you come to City Hall to submit your bid, proposal, or statement of qualifications, please turn it in to the Security Officer on the first floor of City Hall. Purchasing staff will pick it up and send out a bid tabulation as soon as possible. Thank you for working with us.	



PURCHASING DEPARTMENT

SPECIFICATIONS

City of Jackson Recovery Court Treatment Services

Intensive Outpatient Treatment (IOP)

Provider will conduct Intensive Outpatient Program (IOP) for the City of Jackson Recovery Court and will be licensed by the state of Tennessee to provide these services. Provider will supply, at a minimum, a Bachelor's Level Social Worker (BSW), or Licensed Alcohol and Drug Addictions Counselor (LADAC), in good standing with the appropriate State of Tennessee Board. Provider will conduct IOP group at the City of Jackson Recovery Court office each Monday, Tuesday, and Wednesday from 9:00 am – 12:00 pm. Provider will utilize evidence based curriculum that is approved. Provider will document each participant's attendance and progress and send a detailed report to the Recovery Court each week.

Moral Reconciliation Therapy (MRT)

Provider will conduct Moral Reconciliation Therapy group for the City of Jackson Recovery Court office. Provider will supply, at a minimum, a Master's Level provider who possesses a certification from Correctional Counseling Inc. (CCI) to conduct Moral Reconciliation Therapy. Provider will conduct MRT group at the City of Jackson Recovery Court office one day per week for a 3 hour class period. Provider will also make themselves available 2-3 hours per week to assist participants in completing the MRT step assignments outside of the regularly scheduled class time. Provider will document each participant's attendance and progress and send a report to the Recovery Court each week.

Mental Health Group

Provider will conduct a mental health group that meets on a weekly basis and is facilitated by a Licensed Clinical Social Worker, Licensed Master Social Worker, or a Licensed Professional Counselor. This group will meet for 2 hours each week. It is preferred that the facilitator of this group also have evidence of training in working with the substance abuse population. The facilitator of the mental health group will have an understanding of best practices in group therapy and be knowledgeable of group dynamics and the unique treatment of individuals with co-occurring disorders. The facilitator will collaborate weekly with The City of Jackson Recovery Court staff to provide compliance updates and overall participant progress.

Individual Counseling & Therapy

Provider will conduct individual counseling sessions at no cost to two (2) Recovery Court participants per week. This will be conducted by a Licensed Clinical Social Worker, Licensed Master Social Worker, or a Licensed Professional Counselor. The provider will meet with participants via tele-health or face to face at a designated location. The facilitator will collaborate weekly with The City of Jackson Recovery Court staff to provide compliance updates and overall participant progress.

Recovery Court Treatment Services

Intensive Outpatient Treatment

- 3 times per week – 3 hours per day = 9 hours
- Alcohol and drug clinical assessments
- Need to serve 3-5 recovery court participants each week in class

Moral Reconciliation Therapy

- Once per week – 2 hour class
- Need to serve at least 9 Recovery Court participants each week in class

Mental Health Therapy Group

- Three times per month – 2 hour class
- Need to serve at least 5-6 Recovery Court participants each week in class

Family Therapy Educational Support Group

- Once per month OR every other month – 2 Hour class
- Will serve family members/supportive friends of participants

Individual Counseling Sessions

- 2 sessions designated per week for Recovery Court participants

We are open to receiving bids from anyone but the preference would be to receive all services from one provider.

Is there funding we bid on, what is the expected number of clients and is it ok to put them in group with our other IOP groups, or do we have to follow a specific curriculum just for these clients?

Vendor would be paid by Drug Court through funding received from the Tennessee Department of Mental Health and substance Abuse Services and would enter into a subcontract to receive the grant funding.

The IOP and Mental Health Group curriculum could be agreed upon and the provider as long as they are on the approved list of evidence based curriculums for substance abuse treatment. For the Moral Reconation Therapy, it is a very specific certification listed in the bid specifications from that company that someone would have to have to teach that group. Above is the number of participants that would need to serve in each class.

Scott Chandler
117 E. Main St.
Suite 206
Jackson, Tennessee 38301



Telephone: 731-425-8220
Fax: 731-425-8209
Email: schandler@cityofjackson.net

TO: SUSAN WHITE
FROM: KRIS GORDON
DATE: June 17, 2020
Re: Engineering Item for July 2020 City Council Agenda

Please place the following agenda item on the July 2020 City Council Agenda for the Engineering Department:

1. Approval of Change Order #2 for the Dr. F. E. Wright Drive – Phase 1 road widening project

Scott Conger, Mayor

Supplemental Agreement and/or Request for Construction Change Change Order Request #2

Project Title/Termini:	<u>Dr. F.E. Wright Drive Phase I</u>		
Owner:	<u>City of Jackson</u>	PIN:	<u>118410.01</u>
Address:	<u>117 East Main Street</u>	State Project No.:	<u>57LPLM-F3-026</u>
	<u>Suite 206</u>	Federal Project No.:	<u>STP-M-NH-9406(10)</u>
	<u>Jackson, TN 38301</u>	Contract No.:	<u></u>
County:	<u>Madison</u>		

Whereas, we Delta Contracting Company, LLC with Travelers Property Casualty Company of America, as a Surety, entered into a contract with City of Jackson, on 4/17/2018, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

add items to the contract as necessary to reach successful completion of the project. It was determined during construction that an 18" side drain had to be replaced with a 24" pipe. The City requested and approved this removal and replacement and the quoted prices are acceptable based on TDOT averages.

The electrical connection is required to power the lights on the southern end of the project. The existing "control panel" shown in the plans has been determined to not be a control panel capable of what is specified. This additional electrical work is required to complete the project.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original Construction Completion Time: 822 days (Date: 9/11/2020)

Original Contract Amount: \$6,609,162.75

Approved Change Orders: \$114,272.59

Current Change Order: \$9,915.20

Pending Change Orders: \$0

Total Change Orders: \$124,187.79

Contract Completion Time with Change Orders: 822 days (Date: 9/11/2020)

Supplemental Agreement and/or Request for Construction Change
Change Order Request # 2

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
202-01.01	Removal of Pipe	LF	0	40	+40	\$26.76	\$1,070.40
607-39.03	24" Pipe (side drain)	LF	0	80	+80	\$49.31	\$3,944.80
714-25.02	Electrical Connection (294+50L)	LS	0	1	+1	\$4,900.00	\$4,900.00
						\$	\$
						\$	\$
						\$	\$
						\$	\$
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						\$	\$

Now, Therefore, We, Delta Contracting Company, LLC Contractors, and Travelers Property Casualty Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for
Approval

Jennie Keel
Engineer/CEI (Signature)

06/08/2020

Date

Approved

By:

Contractor (Signature)

Date

By:

Surety (Signature)

Date

By:

Owner (Signature)

Date

Approved for
Eligibility

By:

Local Programs (Signature)

Date

DELTA CONTRACTING COMPANY, LLC
POST OFFICE BOX 427
HUMBOLDT, TENNESSEE 38343

June 3, 2020

Mr. Bob Safin P.E.
TLM Associates
117 E Lafayette Street
Jackson, Tennessee 38301

RE: Dr. F.E. Wright Drive- Phase I
Jackson, TN

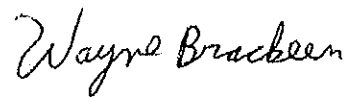
Dear Mr. Safin,

As per your request, we would like to submit the following pricing:

Item Number	Description	Quantity	Quantity Unit	Unit price	Extended Price
202-01.01	REMOVAL OF PIPE	40	LF	\$26.76	\$1,070.40
607-39.03	24" PIPE CULVERT (SIDE DRAIN)	80	LF	\$49.31	\$3,944.80
				TOTAL	\$5,015.20

If there are any questions contact this office.

Sincerely,



Wayne Brackeen

DELTA CONTRACTING COMPANY, LLC
POST OFFICE BOX 427
HUMBOLDT, TENNESSEE 38343

May 20, 2020

Mr. Bob Safin P.E.
TLM Associates
117 E Lafayette Street
Jackson, Tennessee 38301

**RE: Dr. F.E. Wright Drive- Phase I
Jackson, TN**

Dear Mr. Safin,

As per your request, we would like to submit a price of four thousand, nine hundred dollars (\$4,900.00) to change the electric service on the south end of F.E. Wright Drive. Attached for your review is a quote from Wade Electric. We have added 5% to cover overhead.

If there are any questions contact this office.

Sincerely,



Wayne Brackeen

714-25.02 - Electrical Connection (294+50L)1 LS

Wayne Brackeen

From: roy@wadeelectric.biz
Sent: Monday, May 11, 2020 10:24 AM
To: Wayne Brackeen
Subject: FE Wright Dr.

Wayne,
The quote for changing the service on the south end of FE Wright Dr. will be \$4,667.00.

Thanks
Roy

Date: 6/13/2020
Time: 10:30
User: WHEYSTOC

CITY OF JACKSON
Invoice History Report

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Id: AF4610

Number	Name	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
30604	BRINDLEE MTN FIRE APPAR	6/08/2020		146445-C	6/15/2020		*07 EVI WALKIN RESCU	22,500.00
		315-42155-900				EX	22,500.00	
		315-21121				AP	22,500.00	
		110-11213				CA	22,500.00	
VENDOR TOTALS								
								22,500.00
25251	DELTA CONTRACTING CO LL	5/19/2020		146510-C	6/15/2020		REIDR F E WRIGHT DR-	718,703.21
		315-43190-936				EX	718,703.21	
		315-21121				AP	718,703.21	
		110-11213				CA	718,703.21	
VENDOR TOTALS								
								718,703.21
11426	FORD CONSTRUCTION CO IN	6/08/2020		146522-C	6/15/2020		JAX STREET RESURFACI	222,151.45
		315-43190-931				EX	222,151.45	
		315-21121				AP	222,151.45	
		110-11213				CA	222,151.45	
VENDOR TOTALS								
								222,151.45
27500	FORD OF MURFREESBORO	5/18/2020		146551-C	5/29/2020		VEHICLES-JPD	234,790.50
		315-42155-900				EX	234,790.50	
		315-21121				AP	234,790.50	
		110-11213				CA	234,790.50	
VENDOR TOTALS								
								234,790.50
23852	GRESHAM SMITH	5/08/2020		146182-C	5/29/2020		RE:U S 45 BYP SO EXT	82,851.89
		315-43190-932				EX	82,851.89	
		315-21121				AP	82,851.89	
		110-11213				CA	82,851.89	
VENDOR TOTALS								
								82,851.89
28634	INDOFF INC	5/12/2020		146541-C	6/15/2020		OFFICE EQUIPMENT-NEW	33,998.40
		315-41815-900				EX	33,998.40	
		315-21121				AP	33,998.40	
		110-11213				CA	33,998.40	
VENDOR TOTALS								
								33,998.40
27895	INTEGRATED LLC	5/15/2020		146543-C	6/15/2020		NEW STORE SYS INSTAL	17,044.13
		110-42600-260				EX	17,044.13	
		110-21121				AP	17,044.13	
		110-11213				CA	17,044.13	
VENDOR TOTALS								
								17,044.13
6822	JACKSON CHAMBER	5/14/2020		146545-C	6/15/2020		PROJ FOX PROF ENV RP	11,058.82

Date: 6/19/2020
Time: 10:30
User: WHETSTOC

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Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
VENDOR TOTALS									
11698	JACKSON CHAMBER	4/20/20	4/20/2020		146233-C	5/29/2020		INDUST RECRUIT GRANT	72,861.37
			110-41900-767					EX 11,058.82	
			110-21121					AP 11,058.82	
			110-11213					CA 11,058.82	
VENDOR TOTALS									
28261	JACKSON-MADISON CO LIBR 2020-01		4/24/2020		146547-C	6/15/2020		CAP PROJ-TN RM REMOD	13,218.78
			315-52700-900					EX 13,218.78	
			315-21121					AP 13,218.78	
			110-11213					CA 13,218.78	
VENDOR TOTALS									
24223	MADISON COUNTY DEVELOPM 0000036392		5/31/2020		146563-C	6/15/2020		LANDFILL DUMPING-H&S	21,298.24
			131-43230-296					EX 21,298.24	
			131-21121					AP 21,298.24	
			110-11213					CA 21,298.24	
VENDOR TOTALS									
24223	MADISON COUNTY DEVELOPM Jun-20		6/01/2020		146563-C	6/15/2020		LANDFILL DUMPING-H&S	260,218.72
			131-43230-242					EX 260,218.72	
			131-21121					AP 260,218.72	
			110-11213					CA 260,218.72	
VENDOR TOTALS									
28920	MORGAN & THORNEBURG INC C2648		5/08/2020		146334-C	5/29/2020		REFRIGERANT REPAIRS-	16,396.00
			315-44470-900					EX 16,396.00	
			315-21121					AP 16,396.00	
			110-11213					CA 16,396.00	
VENDOR TOTALS									
27782	MOTOROLA SOLUTIONS INC 8230176802		6/01/2020		146574-C	6/15/2020		MAINT CONTRACTS-CENT	29,149.67
			110-42600-262					EX 29,149.67	
			110-21121					AP 29,149.67	
			110-11213					CA 29,149.67	
VENDOR TOTALS									
27782	MOTOROLA SOLUTIONS INC 8230236527		9/01/2019		146574-C	6/15/2020		MAINT CONTRACTS-CENT	33,555.58
			110-42600-262					EX 33,555.58	
			110-21121					AP 33,555.58	
			110-11213					CA 33,555.58	
VENDOR TOTALS									
27782	MOTOROLA SOLUTIONS INC 8230261104		1/31/2020		146574-C	6/15/2020		CUST#1000525967	33,555.78

(MAINT CONTRACTS -
CENTRAL DISPATCH)

Date: 6/19/2020
Time: 10:30
User: WHEWSTOC

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Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
27752	MOTOROLA SOLUTIONS INC	8230277371	110-42600-362				EX	33,555.78	
			110-21121			AP	33,555.78		
			110-11213			CA	33,555.78		
			6/02/2020	146574-C	6/15/2020		MAINT CONTRACTS-CENT		
			110-42600-362			EX	34,080.68	34,080.68	
			110-21121			AP	34,080.68		
			110-11213			CA	34,080.68		
VENDOR TOTALS									130,341.71
7370	SOUTHERN CO INC, THE	125379	5/22/2020		146680-C	6/15/2020		400GAL TANK PKG/ACCE	28,467.92
			315-43110-900			EX	28,467.92		
			110-21121			AP	28,467.92		
			110-11213			CA	28,467.92		
VENDOR TOTALS									28,467.92
26604	SOUTHERN COMPUTER WAREH	IN-050642345	6/03/2020		146681-C	6/15/2020		SERV AGREEMENTS-IT	13,954.18
			110-41640-262			EX	13,954.18		
			110-21121			AP	13,954.18		
			110-11213			CA	13,954.18		
VENDOR TOTALS									13,954.18
7307	SPRAGINS BARNETT & CORP	21096-06/15/20	6/01/2020		146685-C	6/15/2020		LEGAL SERV-COJ	10,416.66
			110-41300-250			EX	10,416.66		
			110-21121			AP	10,416.66		
			110-11213			CA	10,416.66		
VENDOR TOTALS									10,416.66
7054	TLM ASSOCIATES INC	J5402 - 66	5/06/2020		146408-C	5/25/2020		RE:F E WRIGHT DR-ENG	37,753.30
			315-43190-936			EX	37,753.30		
			110-21121			AP	37,753.30		
			110-11213			CA	37,753.30		
VENDOR TOTALS									37,753.30
7054	TLM ASSOCIATES INC	J6260C - 4	4/15/2020		146712-C	6/15/2020		PROJ:SIA ROADWAY DES	13,280.57
			110-41901-293			EX	5,973.86		
			110-41901-294			EX	5,314.63		
			110-41900-297			EX	1,992.08		
			110-21121			AP	13,280.57		
			110-11213			CA	13,280.57		
VENDOR TOTALS									51,033.87
16262	TN DEPARTMENT OF SAFETY	33164	6/08/2020		146471-C	6/15/2020		MISC FINES/FEES/VIOI	10,592.26
			110-21127			EX	10,592.26		
			110-21121			AP	10,592.26		
			110-11213			CA	10,592.26		
VENDOR TOTALS									10,592.26

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Time: 10:30
User: WHEISTOC

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Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
3936	WASTE MANAGEMENT	06/01/20	6/01/2020	146753-C	146753-C	6/15/2020		COMM LOOSE/RES PU &	233,740.86
			131-43230-297				EX	233,740.86	
			131-21121				AP	233,740.86	
			110-11213				CA	233,740.86	
3936	WASTE MANAGEMENT	5/1/2020	5/01/2020	146753-C	146753-C	6/15/2020		ROLLOFF-H&S	82,933.88
			131-43230-298				EX	82,933.88	
			131-21121				AP	82,933.88	
			110-11213				CA	82,933.88	
3936	WASTE MANAGEMENT	6/1/2020	6/01/2020	146753-C	146753-C	6/15/2020		COMM PU/ADJS-H&S	231,842.65
			131-43230-298				EX	231,842.65	
			131-21121				AP	231,842.65	
			110-11213				CA	231,842.65	
VENDOR TOTALS									548,517.39
30512	WM CORPORATE SERVICES I	4568720-2268 7	6/01/2020	146769-C	146769-C	6/15/2020		TEMP CONTAINERS-H&S	20,437.11
			131-43230-243				EX	20,437.11	
			131-21121				AP	20,437.11	
			110-11213				CA	20,437.11	
VENDOR TOTALS									20,437.11
GRAND TOTAL									2,540,852.61

Scott Conger, Mayor
121 E. Main St.
Suite 301
Jackson, Tennessee 38301



Telephone: 731-425-8240
Fax: 731-425-8605
Email: sconger@cityofjackson.net
Twitter/Instagram: @cityofjacksontn
Facebook: /TheCityofJacksonTN

Public Notice is hereby given that the Jackson City Council will meet in a regular meeting in the George A. Smith Meeting Room at City Hall, 101 East Main Street, on Tuesday, July 7, 2020, at 9:00 a.m.