

AGENDA

JACKSON CITY COUNCIL MEETING

August 4, 2020 – 9:00 A.M.

GEORGE A. SMITH MEETING ROOM

I. CALL TO ORDER.

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.

Councilmember Harvey Buchanan

III. ROLL CALL.

IV. APPROVAL OF MINUTES OF THE JULY 7, 2020

V. PROCLAMATIONS.

None

VI. INVITATION FOR PUBLIC COMMENT.

VII. FIRST READINGS:

1. Consideration of an Ordinance to close and abandon, a portion of an alley located between Walnut, Park Roland and Prospect Streets
2. Budget Amendment - Victims of Crime Grant
3. Budget Amendment - TVA/JEA Invest Prep Grant
4. Budget Amendment - TN Arts Access Grant
5. Budget Amendment - TN Arts Place Making Grant
6. Budget Amendment - JPD Capital
7. Consideration of an Ordinance to amend that Animal Control Ordinance for the City of Jackson, TN

VIII. SECOND READINGS:

1. Proposed Budget Amendment in the amount of \$50,732 to fund the City's match for Airport Economic Development Grant.
2. Proposed Budget Amendment in the amount of \$80,000 to recognize the JPD award for JAG Grant.

3. Consideration of an Ordinance to close and abandon, in their entirety, Porter Alley, Arnold Alley, and Lawler Avenue, in their entirety
4. Consideration of an Ordinance to amend the text of the Official Zoning Ordinance of the City of Jackson, TN, ARTICLE V, SPECIFIC DISTRICT REGULATIONS, Section 13. SC-1 ((PLANNING UNIT COMMERCIAL DEVELOPMENT) District, C. USES PERMITTED, by adding Type III Climate Self-Storage facilities as a use permitted

IX. NEW BUSINESS:

1. Update on CRA 1 and CRA 2
2. Consideration of appointment of Sherita Graham to CRA
3. Consideration of Appointment for Janna Hellums to the Planning Commission
4. Consideration of a contract with Waypoint Analytical for monitoring the Jackson Madison County landfill on Highway 70
5. Consideration of a contract with Paris Creative Agency for marketing and communication services.
6. Consideration of a contract with Kimley-Horn for engineering services
7. Consideration of invoices over \$10,000

X. ADJOURN.

MINUTES

JACKSON CITY COUNCIL MEETING

July 7, 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 regular session on **Tuesday, July 7, 2020**, at 9:00 a.m. Mayor Scott Conger called the meeting to order and asked Councilmember Ernest Brooks to lead invocation; he called on Pastor Mark Mackey Sr. from the Redeemed Christian Center to say the invocation. The mayor led the audience in the Pledge of Allegiance. The mayor then called the roll; Councilmembers Ernest Brooks II, Harvey Buchanan, David Cisco, Johnny Dodd, Russ McKelvey, Gary Pickens, Ross Priddy, Paul Taylor, and Marda Wallace were present. For the City of Jackson, Whitney Owen, Animal Care Center, Bobby Arnold, Finance, Alex Reed, Mayor's Office, Chief Wiser, Police Department, Susan White, Purchasing, Haley Coble, Recovery Court, and Kris Gordon & Scott Chandler, Engineering. Guests also in attendance were Lori Nunnery from Jackson-Madison County Convention and Visitors Bureau (VisitJacksonTN). 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 16 and 23, 2020, meetings were approved and signed.

Proclamations:

None

Invitation for Public Comment:

Mayor Scott Conger reminded the audience this is a public hearing, and anyone wishing to speak in favor of or opposition to any item on first reading, please raise your hand at the appropriate time.

First Readings:

- 1. Consideration of an Ordinance to amend that Animal Control Ordinance for the City of Jackson, TN (4:00 – 11:42)**

Alex Reed and Whitney Owen explained the reason to repeal the ordinance is so we can approach animal care from a more proactive and community-friendly way. Most of the areas where these ordinances have been successful. Our areas that already had a low-cost operation

or program in place that was easily accessible and widely publicized for several years prior to the passing of the ordinance. We are penalizing people for things they cannot financially reach. We need to reapproach it from a more community assistance system based direction. Mr. Alex Reed added that Ms. Ownen has already started the repeal process and is also getting a group of citizens together to advise which ordinances and policies should be implemented. Ms. Ownen then added the spayed and neuter program, in cooperation with West TN Healthcare, went into effect on Friday, and they have had over 150 requests for vouchers in four days. People are willing to comply. It's just not financially feasible in a lot of situations without help.

Councilmember Paul Taylor asked how many animals have been registered under the current ordinance, and many people have paid the \$20 exemption fee? He also asked how many violations have we had of this ordinance? Ms. Owen said that the only reason they have to register is if they are filing for an exemption. We have had zero pet owners to apply for an exemption as of January 14, and zero \$20 fee paid. Ms. Owen said if we had time to enforce them, I could pass out tickets all day long, but we only have two Animal Control Officers. Councilmember Wallace asked what is the voucher (from WTHC) getting them? Ms. Owen said that voucher is a coupon basically; it's \$60 off the cost of a cat, \$75 off the cost of a dog, and of course, the out of pocket expense varies depending on the vet.

Councilmember Brooks said, in a nutshell, the ordinance was misguided and ineffective. Ms. Owen said I don't think it was misguided so much as it was just ill-timed, and it is a good idea. I think we just skipped a step, maybe after we have had an easily accessible low-cost spay and neuter program in effect. He asked Alex Reed if they would be coming back with additional language for another ordinance, or is this repeal it. Mr. Reed said yes, sir, the repeal is going to take it off the books, but there was one addition to change the Health Officer from the Director of Health and Sanitation to the Director of Animal Care Center. But our advisory group brings to us as far as ordinance or policy goes, we'll make that report to you all.

The mayor opened the discussion to the public to speak in favor of opposition to the proposed repeal.

Councilman Cisco said this ordinance was worked on over two years, and Dr. Vicky Lake was the chairman of that committee. I have been trying to get in touch with her, but she is out of town. I want everybody to get the whole story, where this ordinance came from, and what it was meant to do. I wish to table this matter, at least another month, and to allow hearing both sides. The mayor said we have a motion to table the ordinance, second by Dodd. Upon a call for a vote, Councilmembers Cisco, Dodd, and Pickens voted aye, Councilmembers Brooks, Buchanan, McKelvey, Priddy, Taylor, and Wallace voting nay, 3 to 6, the motion fails.

The mayor opened it back up for public discussion. Upon a call for a vote, all voted aye, except Councilmember Buchanan and Cisco voting nay and Councilmember Dodd abstaining, the motion passed.6-2-1.

2. Proposed Budget Amendment in the amount of \$50,732 to fund the City's match for Airport Economic Development Grant (11:57 – 13:03)

Mr. Bobby Arnold stated the airport received an economic development grant for \$913,000. There is a 10% match for the city and the county to share; the city's portion of the \$50,732. This budget amendment would redirect the budgeted bonds from the Animal Care Center to the Airport line item in the budget, which would not increase.

Councilmember Cisco made a motion, seconded by Councilmember Taylor, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, the motion passed 9-0.

3. Proposed Budget Amendment in the amount of \$80,000 to recognize the JPD award for JAG Grant (13:37 – 22:35)

Chief Wiser said this particular JAG grant for \$80,000 covers the gang prosecutor, and it is 100% grant, but after this year, we are not sure how long it will be funded.

Councilmember Paul Taylor asked if these jag grants are allocated for different things every year, or are they ongoing for the gang prosecutor. He also asked if we do not get the grant next year, will we need to budget for it. Chief Wiser answered by saying, the grant is for some equipment, and then the positions like the gang prosecutor, and yes, if we want to maintain that position, we will need to budget accordingly. Councilmember Buchanan asked with respect to the gang activity in Jackson, where are we. Chief Wiser said compared to last year, homicides are down, and the majority of the homicides are either drug or gang-related. JDP has been able to do some substantial criminal investigations and prosecute some of these groups in the Federal Court. So to the answer to your question is, we do have a gang presence; however, it's not where we were seven or eight years ago. I think, along with enforcement, that there has to be a prevention education component to it that we're not necessarily doing right now. Several years ago, we were teaching anti-gang curriculum in all elementary schools, but that grant money ran out.

Councilmember Brooks asked how important is community policing, not only to deter gang violence but in general. Chief Wiser said it is very important that we establish relationships. Because, where the citizens have a good line of communication, and they can feel confident that police are going to respond, and if you know, they want to remain anonymous, that they know that they can trust us. Councilmember Brooks said, in the past, you said that you were only able to do that work in the school system because of the grants. Chief Wiser Correct said, yes, we

have DARE problem, but it's only been done in one or two the elementary schools. But as far as the education and prevention component, that doesn't exist. Councilmember Brooks also asked if in this year's budget was community policing line item cut? Chief Wiser said, no, we utilize money out of the West TN Healthcare Foundation fund and the Jackson Police Department Community fund. The police department raises the money to go into those accounts, but due to COVID, we were unable to do a fundraiser.

Councilmember Buchanan added I have always made the statement and stand by it. Crime-fighting must come from the people first. If they don't report the crimes in our community, we cannot keep our communities safe. So I'm saying to the citizens, please report all suspicious activity. Crime-fighting comes from the people; the police cannot do it alone.

Councilmember Brooks made a motion, seconded by Councilmember Cisco, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, the motion passed 9-0.

VIII. Second Readings:

None

IX. New Business:

1. Election of FY 20-21 Vice Mayor (22:45 – 24:25)

The current Vice Mayor David Cisco said it had been his pleasure to serve the last two years. He made the motion to elect Johnny Dodd as the next Vice Mayor, seconded by Councilmember Brooks. Upon a call for a vote, all voted aye, except Councilmember Dodd abstaining, the motion passed 8-0-1.

2. Annual Report from Budget Committee (24:35 – 31:35)

Report: Mr. Paul Taylor stated that part of the tasks passed down from the state was the Budget Committee needed to take on the responsibility of an Audit Committee. So the tasks of the Budget and Audit Committee functions that we looked at initially were budgeting and management principles. The main objectives were capital projects and the way they were budgeted. Making sure we had captured the capital costs and the ongoing costs for those projects. The Budget Committee also assisted in the bond refunds, as well as the FY20 Capital Budget. We reviewed several special capital projects that carried over from the previous year, those being the Jackson Animal Care Center, the Jackson City Court, and the Public/Private partnership for Madison Academic High School. One of the things that the Budget Committee is recommending is in future projects the hiring of a construction representative, to oversee the project and any additional capital cost and expenses, such as furniture, fixtures, and equipment. In addition to the ongoing maintenance, it is those types of costs that need to analyze, such as cost savings and any additional expenses. An example is the new City Court building.

We reviewed several policies and procedures, like our debt management policy, stormwater responsibility policy, budget amendment, and transfer compliance. In addition to budgets, ordinances, processes, and timelines, we are hoping for auditing oversight a significant way as we add an Internal Auditor to the Revenue office. That role will meet with management after the annual audit and go over the findings by giving recommendations for corrective actions. Another area we need to look at is the effectiveness of our internal controls, which the Internal Auditor will

do an internal control review throughout the city to make sure that we comply with those from the state.

Some of our future goals for the coming year is a citizen's legible budget. It would help us to communicate the budgeting process and give citizens the ability to communicate back to us. By simply entering in some variables into the software, a property owner could see precisely where each of their tax dollars was spent within the budget. Another goal that we are recommending is the implementation of a fraud policy; the state also urges us to have this policy in place. We will have a strategy for reporting fraudulent activity. Councilman Brooks and Councilman Priddy have been working on that project and have sent the recommendation to the mayor's office. And once we have the Internal Auditor hired, the committee will help to set up an audit plan that would continue to address our five-year capital plans and budget gaps, as well as maintain a budget calendar.

3. Budget Report from the Community Economic Development Commission (31:48 – 38:10)

Report: Ms. Lori Nunnery from the Jackson Madison County Convention and Visitors Bureau, otherwise known as Visit Jackson Tennessee, said she appreciated the invitation to share information on her budget. She said that they were operating on a continuation budget of FY 20 because we are still waiting for grant money. One grant is from the Tennessee Tourism Department for marketing dollars, and another possible grant is currently before Congress, which would make our office because we are quasi-government agency eligible for PPP funds.

We are operating on a \$198,000 budget. Our revenue from the hotel-motel tax is down by about 50%. Our income divides, 65% to marketing, 25% goes towards staffing, and 10% is for operational needs. We had to let an employee go, so now we are an office of two. Since we don't have the advertising dollars, the personnel needed to help generate the content on social media or keeping things updated; we have to change how we do business. **Councilmember Paul Taylor had to leave the council meeting** Before our focus was on a four to a six-hour visitor coming to Jackson. Now, we're focusing on in-state visitors coming. We have created a resource for the hospitality industry; we are getting information out as it happens. For example, the mass coordinates, we push out not only our hospitality partners here in Jackson-Madison County but to the region. Because we are one of the few tourism offices outside of Shelby County, we have a more significant role to play to make sure that folks are getting the information they need. I have operated on a \$198,000 budget for several years, while it's not exactly where we want to be, but we will continue to work hard. I am hopeful to have a finalized budget next month.

Councilmember Brooks asked does all of the funding comes through hotel/motel tax, and what is break –down of the percentage? Ms. Nunnery said yes, but we did receive a \$25,000 grant from Madison County this year; previously has been \$50,000. We usually get a \$20,000 to \$33,000 marketing grant from the state each year. The hotel-motel tax is that 5% fee added to your hotel stay here; 40% goes to the city, 40% goes to the county, and we operate off of 20%.

4. HB/SB 2926 item – Great Wolf Lodge (38:30 – 39:53)

City Attorney Lewis Cobb stated that is the act that was passed by the House, which will alter the structure of the hotel-motel tax to allow us to attract the business Great Wolf Lodge. The

process of a private act, the city, and the county each requested that the legislature adopted it; the approval process is that goes back to each body must be approved by two thirds. And by the passing of this ordinance, you will be authorizing Mayor Conger to certify to the Secretary of State that you have adopted the ordinance.

Councilmember Pickens made a motion, seconded by Councilmember Wallace, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

5. Revision to Debt Management Policy (40:16 – 41:26)

Mr. Bobby Arnold stated that the existing Debt Management Policy limits our annual Debt Service payments to be no more than 26% of our total property tax revenue including PILOT payments, and IBB revenues. With a budget that the council approved recently, it is calculated to be 26.4% for the next year. We are asking to revise our Debt Management Policy and move from 26% to 28% so that we will be in compliance with our policy.

Councilmember Buchanan made a motion, seconded by Councilmember Dodd, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

6. Consideration of the revisions to the OJI Policy & Procedures (41:57 – 43:12)

Councilmember Dodd made a motion, seconded by Councilmember Cisco, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

7. Consideration of reappointment of Greg Jordan and appointment of Dr. Susan Francisco to the JMCL Board

Councilmember Brooks made a motion, seconded by Councilmember Cisco, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

8. Consideration of the appointment Mandy White to Planning Commission

Councilmember Wallace made a motion, seconded by Councilmember Buchanan, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

9. Consideration of reappointment of Wayne Arnold to the Jackson Municipal Planning Commission

Councilmember Dodd made a motion, seconded by Councilmember Brooks, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

10. Consideration of appointment of Jimmie Trice-Baylor to the Jackson Community Redevelopment Agency

Councilmember Buchanan made a motion, seconded by Councilmember Dodd, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

11. Consideration of appointment to the Ned Advisory Board:

- a. Billie Duke**
- b. Darren Lykes**
- c. Daniel Morgan**

Councilmember Cisco made a motion, seconded by Councilmember Wallace, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

12. Consideration of a contract with Hope Restored Counseling for intensive outpatient treatment and moral reconnection therapy (45:07 – 47:54)

Ms. Susan White began by explaining that a few months ago, we received bids for this special project, but they were rejected because our requirements were not met, or the price was too high. So a second bid request was sent out to Cumberland Heights, Health Connect America, Pathways, Quinco, The Positive Living Group, Hope Restored Counseling, Aspell Manor, and BHG Jackson Treatment Center. We only received one bid from Hope Restored Counseling for \$3,720 per month.

Haley Coble explained reconnection therapy is a type of behavioral therapy that is aimed at decreasing the likelihood that someone will return to substances or alcohol. The program addresses their moral reasoning, criminal thinking, and behavior, and then intensive outpatient treatment addresses those cravings, triggers, and some coping skills that they need. This request would help to increase treatment services to our clients.

Councilmember Buchanan made a motion, seconded by Councilmember Dodd, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

13. Consideration of change order #2 for Dr. F. E Wright Drive Phase 1 road-widening project (48:12 0 52:15)

Kris Gordon from Engineering said this is a change order for an undersized pipe. An 18-inch pipe was initially installed, then there were some drainage issues. As the project closed, we realize it's a bigger issue and needed to replace the 24-Inch. In that process, the property owner had also requested smoothing up some banks to allow him to maintain the slope.

The other item is for an electrical connection. The survey showed that there was a connection to be made, and it looks like everything was there from a planning standpoint. When our subcontractor showed up in the field realize there was some additional work needs to be done. \$4,900 for that is what would take to have the box that was initially thought to be there to be in place for them to continue their work. The mayor asked, what is the reimbursement with TDOT. Kris said, 80-20. Councilmember Brooks asked if the project was towards completion. Kris said Yes, sir, the final surface is done on the southbound lanes, and hopefully have the northbound lanes completed soon.

Councilmember Brooks made a motion, seconded by Councilmember Pickens, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

14. Consideration of invoices over \$10,000 (10:14 – 52:15)

Councilmember Buchanan asked about the invoice from Ford Construction, the company doing the resurfacing projects. Scott Chandler explained the milling and resurfacing process and gave a timeline of completion.

Councilmember Dodd made a motion, seconded by Councilmember Pickens, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously 8-0.

X. ADJOURN.

Stan Pilant
111 E. Main St.
Suite 201
Jackson, Tennessee 38301



Telephone: 731-425-8286
Fax: 731-425-8281
Email: spilant@cityofjackson.net

MEMORANDUM

TO: Mayor Scott Conger

FROM: Byanker Cole, Planning Coordinator

SUBJECT: Planning Related Council Agenda Items for August 2020

DATE: July 20, 2020

Please place the following planning related council agenda item under First Reading on the August, 2020 City Council Agenda:

1. Consideration of an Ordinance to close and abandon, a portion of an alley located between Walnut, Park, Roland and Prospect Streets.

Also, please place the following planning related council agenda items on the Council Agenda for Second Reading at the August, 2020 City Council Agenda.

1. Consideration of an Ordinance to close and abandon, in their entirety, Porter Alley, Arnold Alley and Lawler Avenue, in their entirety.
2. Consideration of an Ordinance to amend the text of the Official Zoning Ordinance of the City of Jackson, Tennessee, ARTICLE V, SPECIFIC DISTRICT REGULATIONS, Section 13. SC-1 (PLANNED UNIT COMMERCIAL DEVELOPMENT) District, C. USES PERMITTED, by adding Type III Climate Controlled Self-Storage facilities as a use permitted.

Attached, for your review, is all the information relative to the first reading agenda item.

Scott Conger, Mayor

ORDINANCE NO. _____

**AN ORDINANCE TO CLOSE AND ABANDON
A PORTION OF AN ALLEY BETWEEN
WALNUT, PARK ROLAND AND PROSPECT STREETS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON:

SECTION 1. That a portion of an alley running between Walnut, Park, Roland, and Prospect Streets is hereby closed and abandoned, except and subject to easements being maintained for underground utilities, including the right of ingress and egress for maintenance and repair and/or replacement thereof by the City of Jackson and the Jackson Energy Authority, and being more particularly described as follows:

Beginning at a point of intersection on the east margin of Prospect Avenue and the south margin of the herein described portion of unnamed alley, said point also being the northwest corner of #215 Roland Avenue; thence east along the south margin of said alley a distance of 211 feet to a point at the northeast corner of #209 Roland Avenue; thence north at a right angle 12 feet to a point at the southeast corner of #208 Walnut Street; thence west along the north margin of said alley 211 feet to a point on the east margin of Prospect Avenue and the southwest corner of #220 Walnut Street; thence south at a right angle, to the point of beginning and containing 2,532 square feet more or less.

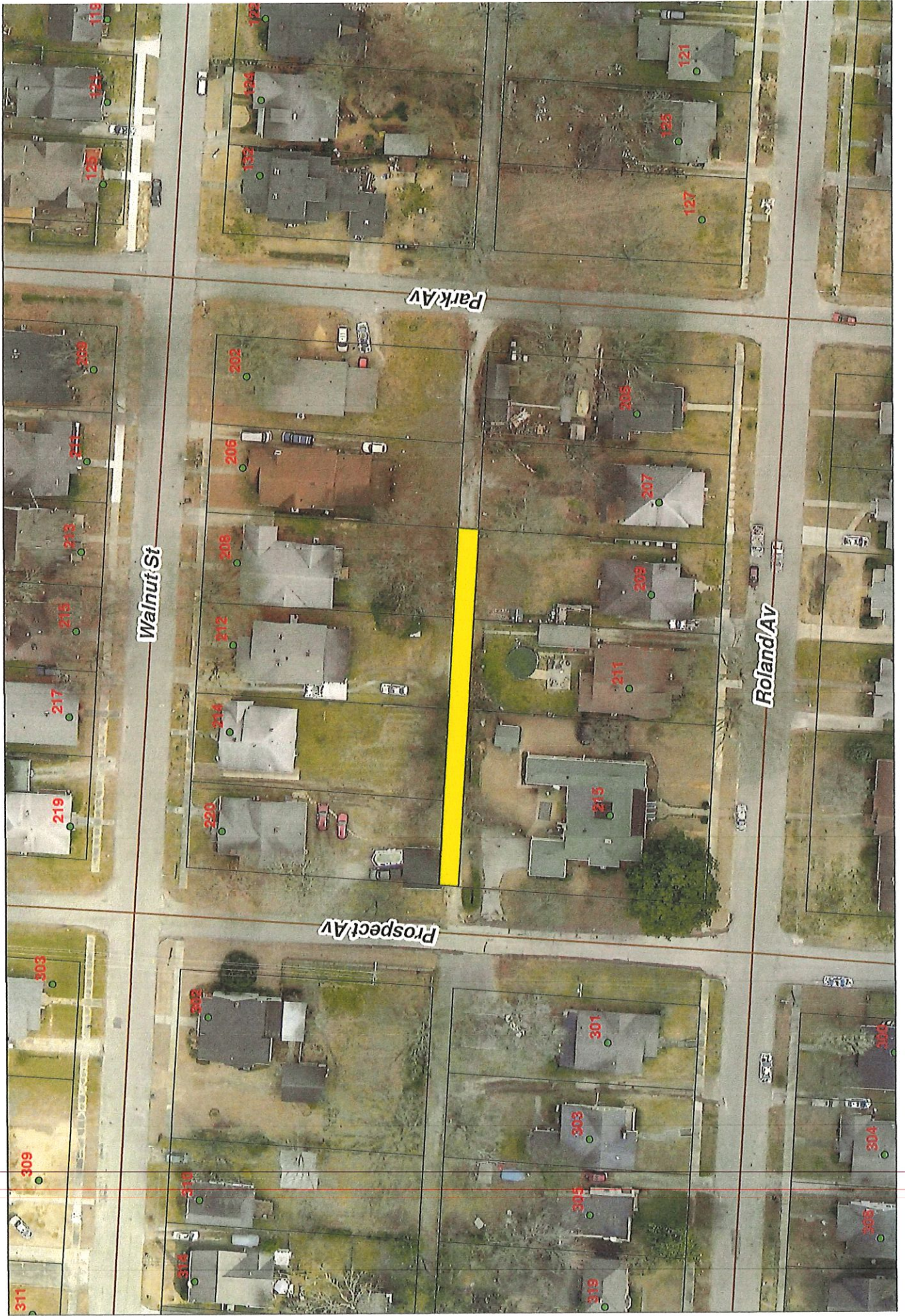
SECTION 2. That this Ordinance takes effect from and after its adoption, the public welfare requiring it.

INTRODUCED: _____

ADOPTED: _____

MAYOR

**NOTICE OF PROPOSED ALLEY CLOSURE
PORTION BETWEEN WALNUT, PARK, ROLAND & PROSPECT**





**PETITION
FOR A REQUEST TO CLOSE/ABANDON
A STREET/ALLEY**

We, the property owners shown below, own property that adjoin the requested street/alley closure/abandonment request. We hereby formally request that the City of Jackson close and abandon the street/alley as described on the attached application.

Signature of Property Owner

Address

email

Cynthia Z. Meredith
Robert Carter

215 Roland Avenue

*meredithdigger@
gmail.com*

211 Roland Avenue

211 Roland Avenue

Larry Meeks

209 Roland Avenue I. MEES, IN D

Centric, Co

207 Roland Avenue

*verbal approval
rental*

205 Roland Avenue

*rental -
part of estate -
cannot locate
owner
found*

NOTE: Each property owner whose property adjoins the requested street/alley to be closed/abandoned will be notified by mail of the date, time and place of the public hearing. Signatures must be legible.



**PETITION
FOR A REQUEST TO CLOSE/ABANDON
A STREET/ALLEY**

We, the property owners shown below, own property that adjoin the requested street/alley closure/abandonment request. We hereby formally request that the City of Jackson close and abandon the street/alley as described on the attached application.

Signature of Property Owner

Address

Heather Ziegler
Heather Ziegler

220 Walnut

Abandoned-Maintained by city &
boarded up

214 Walnut

- Abandoned

Jonny Comer

212 Walnut

Nann Biss

208 Walnut

- Rental owns

Robert Phillips
17 Roxbury Dr. Jackson, TN 38305

206 Walnut

- Rental - new owner
verbally approved

Hunter Newsome
Hunter Newsome

202 Walnut

- Cannot locate
owner found

NOTE: Each property owner whose property adjoins the requested street/alley to be closed/abandoned will be notified by mail of the date, time and place of the public hearing. Signatures must be legible.

Walnut St

Walnut St

Remove Bo

Prospect Ave

Prospect Ave

Park Ave

Park Ave

220 Walnut Heather Raines Ziegler signed (rental) 92K	214 Walnut Abandoned, city maintains, boarded up 40K	212 Walnut Jerry Comer signed 53K	208 Walnut Nathan Bibb signed 94K	206 Walnut Robert Phillips signed (rental) 47K	202 Walnut Hunter Newsome signed (rental) 98K
Use alley here ->					
215 Roland Michael and Cynthia Meredith signed 144K	211 Roland Robyn Parham signed 120K	209 Roland Larry Meeks signed 38K	207 Roland Christopher DeBerry wants alley left open for this end 39K	205 Roland DeWayne Smith signed 35K	

Roland Ave

Roland Ave

(duplex
rental) verbal
approval

Rc

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 4

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
Victims of Crime Act (VOCA FJC)				
VOCA Grant - Victims of Crime	110-33464	-	45,267.00	45,267.00
Interest Earned	110-37111	75,000.00	11,317.00	86,317.00
TOTAL REVENUE		75,000.00	56,584.00	131,584.00

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE				
Victims of Crime Act (VOCA FJC)				
Salary	110-42196-111	-	36,808.80	36,808.80
Benefits	110-42196-130	-	15,775.20	15,775.20
Operating Supplies	110-42196-320	-	1,000.00	1,000.00
Travel/Training	110-42196-280	-	3,000.00	3,000.00
TOTAL GRANT EXPENDITURE		-	56,584.00	56,584.00

NOTES

VOCA Victims of Crime grant overseen by Danielle Jones (Family Justice) as Project Manager. 80/20 match grant. 80% revenue from grantor \$45,267. 20% transfer from Interest Earned for City match \$11,317.

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 7/27/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 5

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
TVA (JEA) Invest Prep			
TVA (JEA) Invest Prep	110-33491	- 176,750.00	176,750.00
TOTAL REVENUE		- 176,750.00	176,750.00

EXPENDITURE Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
TVA (JEA) Invest Prep			
TVA (JEA) Invest Prep	110-41900-299	- 176,750.00	176,750.00
TOTAL GRANT EXPENDITURE		- 176,750.00	176,750.00

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

TVA Invest Prep grant pass-thru for JEA Highway 223 gas pipeline. JEA is responsible for 50/50 match. JEA expends funds, submit reimbursement request copying, city. Funds paid to City from TVA, then paid to JEA from City.

Created Date:

7/23/2020 By:

Cathy Keck

Tennessee Valley Authority InvestPrep Program

PROJECT AGREEMENT		Project Name	Grantee
		Due diligence studies and engineering	City of Jackson
Maximum TVA Funding Amount	Non-TVA Funding Amount	Total Project Funding Amount	TVA Maximum Percentage
\$176,750	\$176,750	\$353,500	50%
Project Scope:	Assist with updated due diligence studies on the Hwy. 223 Site as well as engineering and due diligence studies for the relocation of a natural gas transmission line.		
Project Site: (Street Name)	Highway 223 and Lower Brownsville Road	Contract No.:	15263
Project Location: (City/County, State)	Jackson/Madison County, TN	Effective Date:	07/22/20

THIS PROJECT AGREEMENT ("Agreement") is made and effective as of the Effective Date identified above between the Grantee identified above ("Grantee") and the Tennessee Valley Authority ("TVA"), a corporate agency and instrumentality of the United States, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended.

A. Overview: Pursuant to the TVA InvestPrep Program Guidelines, TVA will provide financial assistance for certain projects within the TVA service territory. As described in Project Scope (above), TVA funding is being provided to Grantee to assist Grantee in performing the above-described activities related to the Project Site (such improvements are hereinafter referred to collectively as the "Project"). The Project will advance job creation and retention in the county and State in which the Project Site is located and will promote and strengthen the economy and sustain economic development for an improved quality of life. Grantee acknowledges that grant funds are provided to enhance the marketability of the Project Site with the intent to attract industrial and/or corporate end-users (Desired Users). Grantee also acknowledges that it is the expectation of TVA that zoning, ordinances, covenants, and/or similar use-control measures, where applicable, should allow for the use of the Project Site by Desired Users for a period of no less than five (5) years of the Effective Date of this Agreement.

This Agreement is being entered into to set forth in writing the terms pursuant to which TVA will provide assistance to Grantee and to delineate the respective rights, duties, and obligations of Grantee and TVA concerning the Project.

B. Grantee shall:

1. Prepare and submit to TVA for review and written approval a Sources & Uses Statement (hereinafter "S&US"). The S&US shall describe all Project activities and provide line item costs for the various tasks making up the Project, detail how funds provided under this Agreement will be used for Project activities, and show total Project funding including all sources of funding. The approved S&US and any approved revisions shall be considered a part of this Agreement and are incorporated by this reference. Any revisions to the approved S&US must be approved by TVA in writing prior to implementation.
2. Acquire all necessary easements and rights-of-way and obtain all necessary zoning, permits and clearances for the Project as may be required by applicable federal, state, and local laws, ordinances, and regulations. Prior to the commencement of any construction, Grantee shall certify to TVA that the requirements of this Section have been met and will provide TVA with such supporting documentation as TVA may reasonably request.

3. Provide for the procurement of material and equipment to be used in the Project on either a competitive bid or negotiated basis, as allowed by applicable law. The procurement of such material and equipment shall be in accordance with specifications developed by Grantee.
4. Provide assistance to TVA by submitting technical information, site and environmental due diligence studies, and other documents determined by TVA to be necessary in discharging applicable National Environmental Policy Act (NEPA) and Section 106 obligations (Environmental Review).
5. Not allow the addition, removal or replacement of activities identified in the Project Scope, unless otherwise agreed upon, in writing, by TVA.
6. Submit to TVA for review and approval any final bid package(s) for construction-related activities, including final construction drawings, prior to release for bid.
7. Authorize one or more contractors to proceed with activities described in the S&US within 90 days of the date that TVA gives Grantee written notice to proceed (the "Notice to Proceed Date").
8. Complete the Project within 18 months from the Notice to Proceed Date. Any request by Grantee for an extension must be delivered to TVA in writing, must describe the changed circumstances leading to the request, and is subject to the review and approval of TVA, in its sole discretion.
9. Ensure that local labor is being utilized to the maximum extent feasible. Upon request, Grantee shall submit to TVA certification that such local labor is being employed to the maximum extent feasible.
10. Adhere to standard construction best management practices.
11. Not engage in any activity that would (a) be in violation of local, state, or federal law, including those related to environmental protection, building codes, safety ordinances, or handicapped accessibility, or (b) result in an anticipatory breach of the obligations of TVA under NEPA, the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or other laws requiring environmental review prior to undertaking a federal action.
12. Provide TVA with quarterly progress reports and grant TVA permission to inspect the Project as activities described in the Project Scope are being performed and upon completion. Grantee shall notify TVA of completion of the Project so that a TVA representative may, at TVA's discretion, accompany Grantee for the final Project inspection.
13. Within one month after completion of the Project, prepare and submit to TVA a final Project closeout report providing: (a) the final cost of the Project in sufficient detail to permit a financial review of the Project, including final total eligible Project costs; amounts of TVA, other federal, if any, and non-federal funds spent for Project purposes, indicating sources of such funds (federal, state or local); and the amount expended on the Project, and (b) a description of the completed Project, including a narrative description of the activities accomplished, and such other information as TVA deems necessary.
14. Comply with the obligations set forth on Exhibit A.

C. Funding:

1. Reasonableness of Costs. The funds provided under this Agreement are public funds and all costs incurred by Grantee shall be reasonable, taking into account the nature and amount of the costs and the following factors: (1) that the cost is of a type generally recognized as ordinary and necessary for the conduct of activities in question; (2) that the cost arises out of generally accepted

business practices, and (3) that the cost is the result of actions that a prudent person would take under the circumstances.

2. **Payment and Invoicing.** TVA will reimburse direct Project expenses incurred in accordance with the approved S&US and this Agreement, up to the Maximum TVA Funding Amount as calculated under Section C.3 below. After a Project expense is properly incurred, Grantee may apply for payment by submitting a detailed invoice to TVA. Payment shall be made as soon as practicable but within 21 calendar days after receipt by TVA of a proper invoice. Each invoice shall be numbered, dated, and include sufficient detail so that each item can be separately documented as provided in the S&US. Each item billed on the invoice(s) should be concise and detailed enough to make it possible for TVA to verify the item against the payments permitted by this Agreement. The invoice need not be attested or notarized, but shall be signed by an authorized representative of Grantee and include the following certification:

Grantee certifies that all amounts hereby invoiced were incurred in accordance with the provisions of Contract No. 15263 and the applicable Sources & Uses Statement, and that these amounts have not otherwise been paid to Grantee by any other party.

Unless otherwise agreed in writing, invoices should not be submitted to TVA more often than monthly. Grantee should email each invoice, including backup documentation, in a single .PDF file to Tennessee Valley Authority, Economic Development, Attention: Holly Jordan at hbjordan@tva.gov and Bess Hubbard at brhubbard@tva.gov.

TVA will withhold reimbursement of 10% of the Maximum TVA Funding Amount until the Project is complete and payment is approved by the TVA Program Manager listed in Section F.5 below.

3. **Maximum TVA Funding.** The total of all payments to be made by TVA to Grantee under this Agreement shall not exceed the lesser of (a) the Maximum TVA Funding Amount, or (b) the difference between the sum of eligible, documented Project costs and the sum of the non-TVA funds specified in TVA's most recent approval of the S&US for the Project. In all events and not in limitation of the foregoing, the TVA expenditures as a percentage of total Project expenditures shall not exceed the percentage set forth above under TVA Maximum Percentage.
 4. **Audit.** Grantee shall keep and make available for audit by TVA, its agents, or the U.S. General Accounting Office, accurate records and books of accounts showing the items and costs billed under this Agreement as well as cost data supporting the S&US and Project overall. Any payments to Grantee which are not in accordance with the terms of this Agreement or are for costs not supported by Grantee's books, records, documents, or other valid evidence, shall be subject to refund to TVA. Grantee shall retain such records for a period of 3 years from the date of final payment under this Agreement; provided, however, records and books of accounts, which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by TVA, shall be retained until such appeals, litigations, claims, or exceptions have been disposed of.
- D. TVA Technical Assistance.** Upon request, TVA will provide such technical advice and assistance as TVA, in its sole discretion, determines it is in a position to provide.
- E. Term, Termination, and Return of Funds**
1. The term of this Agreement shall begin on the Effective Date and shall end upon Project completion unless specified otherwise in this Agreement, or unless otherwise modified or extended by both parties in writing.
 2. Grantee may terminate this Agreement upon 30 days' written notice to TVA. Upon such termination, Grantee shall return to TVA any and all funding provided by TVA under this Agreement.

3. Upon the occurrence of any of the following events, TVA shall have the right to terminate this Agreement upon written notice (if this Agreement is then in effect), shall have no further obligation to provide funding under this Agreement, and may require Grantee to return any or all of the TVA funding previously provided under this Agreement.
 - a. If any information or representations provided to TVA in connection with Grantee's InvestPrep Program application are incorrect in any way;
 - b. If Grantee deviates from the approved S&US in any way;
 - c. If Grantee defaults in its obligations under this Agreement;
 - d. If TVA decides, in its sole discretion, that based on discoveries made during or as a result of the Environmental Review, that fulfillment of the Agreement would not be in the best-interest of TVA;
 - e. If at any time within five (5) years of the Effective Date: (a) changes are made to the zoning, ordinances, covenants, and/or similar use-control measures, where applicable, wherein the use of the Project Site by a Desired User would be prohibited or otherwise rendered infeasible, or (b) the Project Site is sold, transferred, leased, licensed, or otherwise provided to a user that is not a Desired User; or
 - f. If at any time within ten (10) years of the Effective Date, TVA-provided electricity: (1) is no longer available at the Project Site, (2) will become unavailable in the future for any reason, including due to a pending termination of a power supply contract, or (3) is otherwise not being utilized by any purchaser of, or other party making use of or conducting activities on, the Project Site.

TVA's right to require a return of TVA funding upon the occurrence of any one of the events described above shall survive any expiration or termination of this Agreement.

F. Miscellaneous.

1. Grantee agrees that the Maximum TVA Funding Amount, the TVA Maximum Percentage, and the amount of funding that TVA actually provides under this Agreement are confidential and proprietary TVA information and Grantee agrees not to disclose such information without the prior written consent of TVA.
2. This Agreement shall not be deemed to create any rights or priorities in any other person. Any TVA review of any matter in accordance with the provisions of this Agreement shall not create in Grantee or any third party any right or cause of action not otherwise existing and shall not be deemed a warranty of any kind by TVA.
3. Where this Agreement requires TVA approval, written approval should generally be obtained prior to proceeding. If it is not practical to obtain such written approval, oral approval shall be obtained and documented in writing as soon as possible thereafter.
4. Neither Grantee nor any other person performing services under this Agreement, other than an actual employee of TVA, shall be considered as an agent or employee of the United States or TVA, and the United States, TVA, and their agents and employees assume no liability to Grantee or any third party (in tort, contract, strict liability, or otherwise) for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of Grantee or any other persons.
5. Grantee submittals and TVA approvals under Sections A, B and C may be provided by electronic mail. All other notices, requests, or demands which each party is required or may desire to give to any other party under any provision of this Agreement must be in writing and delivered to the

address set forth below unless applicable law requires notice to be given in another manner. Each party shall have the right to designate a substitute address by written notice to the other party. Each such notice, request, and demand shall be deemed given or made as follows: (1) If sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid, return receipt requested; or (2) If sent by any other means, upon delivery.

If to Grantee:
City of Jackson
Attention: Mayor
121 East Main Street
Suite 301
Jackson, Tennessee 38301

If to TVA:
Tennessee Valley Authority
Economic Development
Attention: Bess Hubbard, Program Manager
26 Century Boulevard, Suite 100, OCP-6D
Nashville, Tennessee 37214

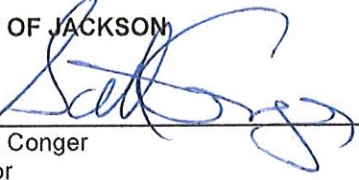
6. Grantee agrees to receive all payments electronically and will complete and submit the copy of TVA's Electronic Vendor Payment form. This information is required by TVA for disbursing funds and reporting purposes.
7. This Agreement shall be governed by the federal laws of the United States. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement (whether sounding in contract, tort, or otherwise) shall be filed and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee, and each party hereby consents to the jurisdiction and venue of that court for all such lawsuits. The parties further agree that in such litigation each will waive any right it may have to a trial by jury.
8. This Agreement supersedes all prior understandings and agreements, whether written or oral, among the parties relating to the subject matter hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except by a writing signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TENNESSEE VALLEY AUTHORITY

By: 
John J. Bradley
Senior Vice President
Economic Development

CITY OF JACKSON

By: 
Scott Conger
Mayor

**EXHIBIT A
FEDERAL REQUIREMENTS**

1. Equal Opportunity. To the extent applicable, this Agreement incorporates by reference the Equal Opportunity clause, 41 C.F.R. § 60-1.4(a) *Government Contracts*.
2. Lobbying Restrictions. If the TVA funding amount exceeds \$100,000, Grantee shall comply with Section 310 of Public Law No. 101-121 (codified at 31 U.S.C 1352), and TVA implementing regulations at 18 C.F.R 1315 (2003). By signing this Agreement, Grantee certifies, to the best of its knowledge and belief, that:
 - A. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Federal Financial Assistance. If funding under this Agreement is being provided through TVA's Special Opportunity Counties Program, then to the extent applicable: (a) Grantee shall comply with the requirements of Title VI of the Civil Rights Act of 1964, (b) the provisions of 41 C.F.R. § 60-1.4(b) *Federally Assisted Construction Contracts* are incorporated by reference, (c) Grantee shall include the requirements of this Section 3 in each agreement with a subgrantee of federal financial assistance hereunder, and (d) Grantee shall make the information set out below available in a form accessible to persons who do not understand written English, including the visually impaired, in a manner to be determined by Grantee and TVA. Unless an alternative statement is approved by TVA's Federal Assistance Programs manager, Grantee shall include the following statement in all handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to describe the program including, where TVA deems appropriate, notices posted by Grantee:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a federal agency. Under Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and applicable TVA regulations at 18 C.F.R. pts. 1302, 1307, 1309 and 1317, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified person with a disability shall, on the basis of a disability, be subjected to discrimination in employment (including hiring) under the program. If you

feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 180 days (for race, color, national origin, or sex) or 90 days (for age or disability) from the date of the alleged discrimination. The complaint should be sent to Tennessee Valley Authority, Federal Assistance Programs, 1101 Market Street, WR 3J-C, Chattanooga, Tennessee 37402-2801. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 6

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
TN ARTS ACCESS GRANT				
TN Arts Access Grant	110-33501	-	3,190.00	3,190.00
TOTAL REVENUE		-	3,190.00	3,190.00

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE				
TN ARTS ACCESS GRANT				
Community relations	110-41900-236	30,000.00	(3,190.00)	26,810.00
Professional Fees	110-41452-250	-	6,380.00	6,380.00
TOTAL GRANT EXPENDITURE		30,000.00	3,190.00	33,190.00

TN Arts Access grant with a 50/50 match. 50% revenue per TN Arts Commission \$3,190. Lauren requesting 50% budget amendment transfer from Community Relations to grant for City 50% match \$3,190. Also seeking funds from sponsors to compensate difference.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 7/23/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 7

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
TN ARTS CREATIVE PLACEMAKING (CP) GRANT			
TN Arts CP 110-33502	-	9,000.00	9,000.00
TOTAL REVENUE	-	9,000.00	9,000.00

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE			
TN ARTS ACCESS GRANT			
Professional Fee 110-41453-250	-	6,000.00	6,000.00
Operating Supplies 110-41453-320	-	3,000.00	3,000.00
Grantee Match (in-kind) 110-41453-800	-	2,250.00	2,250.00
Salary 110-44720-111	-	(2,250.00)	(2,250.00)
TOTAL GRANT EXPENDITURE	-	9,000.00	9,000.00

TN Arts Creative Placemaking (CP) grant with a 80/20 match. 80% revenue per TN Arts Commission \$9,000. In-kind match from Parks Maintenance salary budget \$2,250 for Maintenance service.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 7/23/2020 By: Cathy Keck



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 7/1/2020	End Date 6/30/2021	Agency Tracking # 31625-10972	Edison ID Pursuant to DGA 65643
Grantee Legal Entity Name City of Jackson			Edison Vendor ID 1560

Subrecipient or Recipient ☒ Subrecipient ☐ Recipient	CFDA # 45.025 Grantee's fiscal year end June 30
--	--

Service Caption (one line only)
Arts Program Categorical Grants Creative Placemaking (CP)

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$9,000.00	\$0.00	0.00	0.00	\$9,000.00
TOTAL:	\$9,000.00	\$0.00	0.00	0.00	\$9,000.00

Grantee Selection Process Summary	
☒ Competitive Selection	As described in delegated grant authority 65643
☐ Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Carol White</i>	Accounting Detail for PO FEDERAL FUNDS \$ 0.00 AC87 Arts Ed NEA, AC90 State Arts Plan NEA <u>OR</u> AC91 Underserved NEA \$ 0.00 AC113 NEA CARES Act \$ 0.00 AC114 NEA South Arts CARES STATE FUNDS \$ 9,000.00 AC112 State Match – MCI, PS, AA, AE-CL If no NEA funds or CARES only, then dept 28 or 30 APS, RAPS, AETT, FAY, CP, SPS	
	<table border="1"> <tr> <td>Speed Chart (optional) 3162528000</td> <td>Account Code (optional) 71302000</td> </tr> </table>	Speed Chart (optional) 3162528000
Speed Chart (optional) 3162528000	Account Code (optional) 71302000	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE ARTS COMMISSION
AND
City of Jackson**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Jackson, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1560

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category identified below in accordance with application number 31625-10972.
 - a. Arts Access (AA): offers direct support for arts projects that increase access to underserved and underrepresented populations whose programs and services primarily benefit diverse cultures, people with disabilities, seniors, and active duty/veterans and their families.
 - b. Arts Education (AE)/Funds at Risk Youth (FAY): aims to integrate the arts into basic school curriculum and to provide arts activities and educational opportunities to under-served and at-risk youth in rural and urban communities in Tennessee. Emphasis on exposure to, experience in, and appreciation of the arts and awakening of natural creativity.
 - c. Arts Project Support (APS): provides funds for a wide variety of quality arts and humanities projects and public programs.
 - d. Rural Arts Project Support (RAPS): provides funds for a wide variety of arts projects and programs for organizations located in counties with lower population.
 - e. Partnership Support (PS) - provides non-project assistance toward ongoing-administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
 - f. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
 - g. Cultural Education Partnership (CEP): offers general, non-project support to well-established, free-standing, and accredited 501 (c) (3) college/university level arts educational institutions.
 - h. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
 - i. Technical Assistance (TA): provides funds for special technical assistance, often by out-of-state consultants, during the Commission's fiscal year and is for intensive work needed to strengthen the applicant organization.
 - j. Touring Arts Program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the artist's fee, which is established by the artist.
 - k. Commission Initiatives (CI), including Targeted Arts Development Initiative: provides for funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs.
 - l. Creative Placemaking (CP): projects use arts or cultural assets to enhance the distinctive character of one or more local Tennessee places for positive economic and community outcomes.

- m. Traditional Arts Apprenticeship Program (TAAP): designed to encourage the survival, continued development and proliferation of Tennessee's diverse folklife traditions, especially those that are rare or endangered.
 - n. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
 - o. Arts Education-Teacher Incentives (AE-TI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts integration.
 - p. Small Rural/Urban Partnership Support (SRPS and SUPS): provides non-project assistance toward ongoing-administrative and programmatic costs to small TN arts non-profit organizations with annual budget of at least \$30,000 and a demonstrated history of successful state arts grants program implementation.
- A.3. Required use of Tennessee Arts Commission logo and guidance on Specialty License Plate Program promotions. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/>. Guidelines for proper usage of the Commission logo can be found at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/brand-guidelines/>

In addition, the Grantee is strongly encouraged to incorporate elements from the Specialty License Plate Communications toolkit in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee. The toolkit can be found at <http://tnspecialtyplates.org/partners/arts-plates/>. If needed, the login password to the partner page is tnspecialtyplates.

Specifically, each Major Cultural Institution (MCI), Partnership Support (PS), Cultural Education Partnership (CEP) or Small Partnership Support (Urban or Rural) grantee organization that receives public operating support is required to implement a structured promotional campaign for the Specialty License Plate Program within its ongoing communications program that includes **four of the five elements below**. Failure of any MCI, PS, CEP or SRPS or SUPS grantee to complete this requirement in a satisfactory manner, as determined exclusively by the Grantor, may, at the Grantor's sole discretion, result in a reduction of NA Dollars (\$0.00), which is 10 percent of the authorized grant total, not including CARES Act funds.

Specialty License Plate Promotional Activity	Documentation for FY2021 Closeout
1. Coordinator. Provide the name, title and contact information for grantee organization staff person who coordinates specialty license plate promotions and will be agency liaison with TN Arts Commission Director of Marketing and Development; AND	Uploaded in Grantee Organization Profile in the TN Arts Commission online grants management system
2. Website. Specialty license plate program information on the grantee organization website	Screen shot of page on website labeled "website promo"
3. Social Media. Feature specialty license plate promotional content in grantee's social media at least 6 times/year	Six screen shots with dates of social media posts labeled "social promo 1", "social promo 2" etc
4. Newsletters. Place banner ad on e-newsletters or other viral marketing OR Printed Program. Place half page ad in printed program book for at least six different performances or for the duration of one season	Image of six newsletters distributed over past year OR scan of six programs Label file "Newsletters promo" OR "Program book promo"
5. Agency Specific Opportunity. Identify a promotional activity specific to grantee organization.	Description of custom promotion and documentation as available

Examples: run video spot before movie or performance starts; offer special parking for patron cars with arts license plates; hold contest to get 100% staff/board ownership of plates	Label as "Custom Promo"
---	-------------------------

- A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 31625-10972 (which is on file with the State in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new) for Downtown Jackson Public Art Initiative subject to the policies of the State at <http://tnartscommission.org/legal-requirements/> and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 31625-10972.
- A.5. Affirmative Duty to Report Major Organizational Change. Any Grantee whose contract maximum liability in section C.1. exceeds \$10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.
- A.6. Title VI Required Training, Non-Discrimination Policy and Complaint Process. The grantee organization shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. As noted in the required Title VI training certification for 2020 and going forward, the Grantee organization shall also be required to develop and/or use Title VI complaint procedures and Limited English Proficiency (LEP) policies. The Grantee shall also post Title VI poster(s) in public view at the agency's office(s) or programming site(s) and communicate its nondiscrimination policy on the agency's website or posted in a public place. Title VI posters provided by the TN Arts Commission can be downloaded here at <https://2otrql2kwf932ipbo1uwwpr1-wpengine.netdna-ssl.com/wp-content/uploads/2019/07/Title-IV-poster.pdf> and a model for a nondiscrimination policy is available here at <https://tnartscommission.org/art-grants/manage-your-grant/title-vi/>.
- A.7. Economic Impact of Arts and Culture. To support an accurate report of the economic impact of nonprofit arts activities and audiences in Tennessee, the grantee shall participate in collection of standard organization profile, audience participation and COVID-19 impact data upon request from Americans for the Arts and/or a State or local study partner.
- A.8. Use of National Endowment for the Arts Logo. If this grant contract includes an Attachment C Federal Award Identification Worksheet indicating federal funding, the Grantee is required to acknowledge the National Endowment for the Arts in all materials and announcements related to grant activities, and the Grantee is subject to NEA grant administrative requirements. For general terms and conditions, visit: <https://www.arts.gov/sites/default/files/2015-and-later-general-terms-and-conditions-for-orgs-12-28-15.pdf> For logos, visit: <https://www.arts.gov/grants/manage-your-award/nea-logo>
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - the State grant proposal solicitation as may be amended, if any;

- c. the Grantee's proposal on file in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new and incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nine Thousand Dollars (\$9,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Up to forty percent (40%) of the maximum liability shall be paid to the Grantee in advance upon approval of this Grant Contract and submission of a request for payment. Grantees are advised that the timing of the advance payment must be as close as is administrative feasible to the actual disbursements and shall not exceed anticipated expenditures for a 30-day period. Then, upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission

<https://tnarts.fluxx.io/>

To register, see <http://tnartscommission.org/new-online-grants-system/>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Arts Commission.

- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report in the Tennessee Arts Commission online grant system within thirty (30) days of the Project End Date OR June 15, 2021 whichever is sooner, in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.
- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Anne B. Pope, Executive Director
Tennessee Arts Commission
401 Dr. Martin L. King, Jr. Blvd
Nashville, TN 37243-0780
Anne.B.Pope@tn.gov
Telephone # (615) 741-1701

The Grantee:

Lauren Kirk, Special Projects Manager
City of Jackson
121 E Main St
Jackson, TN 38301-6207
101 East Main St.
Jackson, Tennessee 38301-3792
lkirk@cityofjackson.net
731-425-8313

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. ~~The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the~~

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

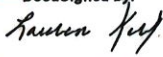
- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

IN WITNESS WHEREOF,

City of Jackson:

DocuSigned by:

 A000071183B143C...

7/21/2020

GRANTEE SIGNATURE

DATE

Lauren Kirk Director of Performance Management

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE ARTS COMMISSION:

DocuSigned by:

669A46C28026472...

7/21/2020

ANNE B. POPE, EXECUTIVE DIRECTOR	DATE
----------------------------------	------

ATTACHMENT A

GRANT BUDGET				
Arts Program Categorical Grant: Creative Placemaking (CP)				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 7/1/2020		END: 6/30/2021		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0	0.00	\$ 0
4, 15	Professional Fee, Grant & Award ²	\$ 6,000	0.00	\$ 6,000
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 3,000	0.00	\$3,000.00
11. 12	Travel, Conferences & Meetings	\$ 0	0.00	\$ 0
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	\$ 0	0.00	\$ 0
20	Capital Purchase ²	\$ 0	0.00	\$ 0
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	\$ 2,250	\$ 2,250
25	GRAND TOTAL	\$ 9,000	\$ 2,250	\$ 11,250

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional fees as detailed in application narrative	\$ 6,000
TOTAL	\$ 6,000

ATTACHMENT B**Parent Child Information**

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1560

Is City of Jackson a parent? Yes No ☐ ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Jackson a child? Yes No ☐ ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #:

8

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL BUDGET REVISIONS #1				
Misc Revenue	315-37400	-	84,783.00	84,783.00
Transfer From Fund Balance	315-37900	-	34,015.00	34,015.00
TOTAL REVENUE		-	118,798.00	118,798.00
EXPENDITURE				
Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL BUDGET REVISIONS #1				
Police Administration	315-42100-900	-	6,130.00	6,130.00
Police Patrol	315-42110-900	-	64,650.00	64,650.00
Police Gang	315-42123-900	-	4,868.00	4,868.00
Police SWAT/Bomb	315-42185-900	-	46,750.00	46,750.00
Police K-9	315-42130-900	-	12,400.00	12,400.00
Street Maintenance	315-43190-900	156,615.00	(16,000.00)	140,615.00
TOTAL EXPENDITURE		156,615.00	118,798.00	275,413.00

Revise Capital budget to allow purchase of Police Vests, BodyCams, and Computer Server. \$84,783 will be supplemented with Public Equity Partners Dividend receipted funds. \$16,000 of expense will be offset by Street Maintenance pothole equipment savings.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date:

7/24/2020 By:

Cathy Keck

**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 whom 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
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 1

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
ECD AIRPORT			
TOTAL REVENUE			
EXPENDITURE			
Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
ECD AIRPORT			
Animal Care Center	41903-900 635,225.00	(50,732.00)	584,493.00
Jax-Mad Airport	52500-900 9,500.00	50,732.00	60,232.00
TOTAL GRANT EXPENDITURE	644,725.00	-	644,725.00

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Jackson-Madison County Airport grant for Office expansion, Access Road, and Parking lot through Economic Development. There is a 10% match of \$101,464. Madison county will match 5% of said match at \$50,732 and City of Jackson will match the remaining 5% at \$50,732.

Created Date: 6/30/2020 By: Cathy Keck

Stan Pilant
111 E. Main St.
Suite 201
Jackson, Tennessee 38301



Telephone: 731-425-8286
Fax: 731-425-8281
Email: spilant@cityofjackson.net

MEMORANDUM

TO: Mayor Scott Conger

FROM: Byanker Cole, Planning Coordinator

SUBJECT: Planning Related Council Agenda Items for August 2020

DATE: July 20, 2020

Please place the following planning related council agenda item under First Reading on the August, 2020 City Council Agenda:

1. Consideration of an Ordinance to close and abandon, a portion of an alley located between Walnut, Park, Roland and Prospect Streets.

Also, please place the following planning related council agenda items on the Council Agenda for Second Reading at the August, 2020 City Council Agenda.

1. Consideration of an Ordinance to close and abandon, in their entirety, Porter Alley, Arnold Alley and Lawler Avenue, in their entirety,
2. Consideration of an Ordinance to amend the text of the Official Zoning Ordinance of the City of Jackson, Tennessee, ARTICLE V, SPECIFIC DISTRICT REGULATIONS, Section 13. SC-1 (PLANNED UNIT COMMERCIAL DEVELOPMENT) District, C. USES PERMITTED, by adding Type III Climate Controlled Self-Storage facilities as a use permitted.

Attached, for your review, is all the information relative to the first reading agenda item.

Scott Conger, Mayor

ORDINANCE NO. _____

**AN ORDINANCE TO CLOSE AND ABANDON
PORTER ALLEY, ARNOLD ALLEY AND LAWLER AVENUE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON:

SECTION 1. That Porter Alley, Arnold Alley and Lawler Avenue are hereby closed and abandoned, except and subject to easements being maintained for underground utilities, including the right of ingress and egress for maintenance and repair and/or replacement thereof by the City of Jackson, and being more particularly described as follows:

Porter Alley Southern Portion

Beginning at a point of intersection on the north margin of Allen Avenue and the west margin of Porter Alley, said point being 175 feet east from the east margin of North Royal Street; thence north along the west margin of Porter Alley, 276 feet to a point on the south margin of Lawler Avenue; thence east along the south margin of Lawler Avenue, 16 feet to a point of intersection with the east margin of Porter Alley; thence south along the east margin of Porter Alley, 276 feet to a point on the north margin of Allen Avenue; thence west along the north margin of Allen Avenue, 16 feet to the point of beginning and containing 0.10 +/- acres.

Porter Alley Northern Portion

Beginning at a point of intersection on the north margin of Lawler Avenue and the west margin of Porter Alley, said point being 175 feet east of the east margin of North Royal Street; thence north along the west margin of Porter Alley, 214 feet to a point of intersection with the south margin of a west leg of Porter Alley; thence west along the south margin of Porter Alley, 175 feet to a point of intersection on the east margin of North Royal Street; thence north along the east margin of North Royal Street, 10 feet to point of intersection with the north margin of Porter Alley; thence east along the north margin of Porter Alley, 175 feet to a point of intersection with the west margin of the north leg of Porter Alley; thence north along the west margin of Porter Alley, 80 feet to a point at the end of Porter Alley; thence east at a right angle, 16 feet to a point of intersection with the east margin of Porter Alley, thence south along the east margin of Porter Alley, 304 feet to a point of intersection on the north margin of Lawler Avenue; thence west along the north margin of Lawler Avenue, 16 feet to the point of beginning and containing 0.15 +/- acres.

Arnold Alley

Beginning at a point of intersection on the north margin of Allen Avenue and the west margin of Arnold Alley, said point being 288 feet east of the east margin of North Royal Street; thence North 17 degrees 30 minutes East, along the west margin of Arnold Alley, 282.5 feet to a point on the south margin of Lawler Avenue; thence east along the south margin of Lawler Avenue, 10 feet to a point of intersection with the east margin of Arnold Alley; thence South 17 degrees 30 minutes West, 282.5 feet to a point on the north margin of Allen Avenue; thence west, 10 feet to the point of beginning and containing 0.65 +/- acres.

Lawler Avenue

Beginning at a point of intersection on the east margin of North Royal Street and the south margin of Lawler Avenue, said point being 270 +/- feet from the north margin of Allen Avenue; thence east along the south margin of Lawler Avenue, 713 +/- feet to a point on the west margin of Railroad Street; thence northeast along the west margin of Railroad Street, 43.5 +/- feet to a

point on the north margin of Lawler Avenue; thence west along the north margin of Lawler Avenue, 730.5 +/- feet to a point on the east margin of North Royal Street; thence south along the east margin of North Royal Street, 40 feet to the point of beginning and containing 0.66 +/- acres.

SECTION 2. That this Ordinance takes effect from and after its adoption, the public welfare requiring it.

INTRODUCED: _____

ADOPTED: _____

MAYOR

**NOTICE OF PROPOSED STREET ABANDONMENTS
PORTER ALLEY, ARNOLD ALLEY & LAWLER AVENUE (IN THEIR ENTIRETY)**



ORDINANCE # _____
AN ORDINANCE TO AMEND THE OFFICIAL ZONING ORDINANCE
FOR THE CITY OF JACKSON, TENNESSEE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, TENNESSEE THE
FOLLOWING:

SECTION 1. That the text of the Official Zoning Ordinance of the City of Jackson, Tennessee ARTICLE V, SPECIFIC DISTRICT REGULATIONS, Section 13. SC-1 (PLANNED UNIT COMMERCIAL DEVELOPMENT) District, C. USES PERMITTED, be amended by adding Type III Climate Controlled Self-Storage facilities as a use permitted.

SECTION 3. That this ordinance becomes effective upon its adoption, the public welfare requiring it.

MAYOR

INTRODUCED: _____

ADOPTED: _____

CITY OF JACKSON BOARD BIOGRAPHY

NAME SHERITA L. GRAHAM

PERSONAL

Residence: 110 LYNWOOD DR JACKSON TN 38301

Telephone: 731-616-3197

Email: sherita.graham@bxs.com

EDUCATION

High School: MURRAY HIGH SCHOOL, MURRAY KY

College: MURRAY STATE UNIV.; GEORGIA MILITARY COLLEGE

College: BETHEL COLLEGE, MCKENZIE TN (4 YR - BACHELOR)

EMPLOYMENT

Present employer: BANCORP SOUTH BANK

Title: ASSISTANT VICE PRES, BRANCH MGR

Previous employer: U.S. ARMY

Title: STAFF SERGEANT/E-6

COMMUNITY INVOLVEMENT

Community Boards: JONAH AFFORDABLE HOUSING (CURRENT)
RIFA (PAST), BOYS & GIRLS CLUB (PAST)

Church: WILLIAMS CHAPEL BAPTIST CHURCH, HUMBOLDT

General Interests: PLAY PIANO, BEING WITH FAMILY, ROLLER
SKATING

Janna W. Hellums

Business Development Consultant

Areas of Expertise

- Public Involvement
- Environmental Management
- Industrial & Retail Recruitment
- Business Consulting
- Agency Coordination
- Regulatory Compliance
- Public Communications/Relations
- Event Planning

Years of Experience

20 Years

Education

**Master of Business
Administration, International
Business**

– University of Texas,
San Antonio, TX

**Bachelor of Business
Administration, Business
Management & Marketing**

– Lambuth University,
Jackson, TN

Chronology

**Tennessee Department of
Economic and Community
Development, 2008 – Present**
Business Development Consultant

Younger Associates, 2007-2008
Marketing Services Manager

**McNairy County Economic
Development Commission,
2005-2007**
Executive Director

**Manchester Area Chamber of
Commerce & Industrial
Development Board 2000-2005**
Executive Director

**Texas Commission on
Environmental Quality 1994-1999**
Program Administrator III

Overview

Janna Hellums is a Business Development Consultant for the Tennessee Department of Economic and Community Development, Business Development Division, Northwest Tennessee Region.

Ms. Hellums is a graduate of the University of Texas with a Master of Business Administration in International Business, and of Lambuth University with a Bachelor of Business Administration in Business Management and Marketing.

At the Tennessee Department of Economic and Community Development, Ms. Hellums works in Northwest Tennessee region serving the industrial and business needs of communities located in Benton, Carroll, Crockett, Dyer, Gibson, Henry, Lake, Obion, and Weakley counties. Prior to the new administration, she covered Chester, McNairy, Hardin, Decatur counties with their economic development needs.

Prior to joining the State, Janna served as Marketing Services Manager for Younger Associates. Ms. Hellums focused on the delivery of marketing, communication and strategic planning services for clients. Janna has experience in public event programming procedures, developing public involvement programs, handling media and public relations, and governmental agency and elected officials coordination.

Before joining Younger Associates, Janna served as Executive Director for the McNairy County Economic Development Commission. There she was responsible for industrial park development, finance packaging, as well as business retention and expansion programs. She also worked closely with local, regional and state officials.

Prior to that, she was the Executive Director for the Manchester Area Chamber of Commerce and Industrial Development Board, working to promote tourism, historic preservation, industrial development and cooperation for regional initiatives.

While a Program Administrator at the Texas Commission on Environmental Quality, Janna coordinated and streamlined a statewide Emissions Inventory program. She also worked with environmental engineers and consultants to ensure compliance with reporting regulations for air quality.

Professional Societies/Affiliates

International Economic Development Council

Economic Development Institute

US Chamber of Commerce Institute for Organizational Management

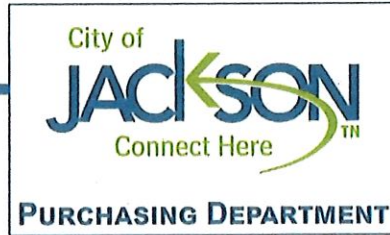
Tennessee Economic Development Council

International Council of Shopping Centers

Leadership Jackson Alumni Association

WestStar Leadership Alumni Association

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: July 23, 2020

Subject: Items for August, 2020 City Council meeting

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

1. Consideration of a contract with Waypointe Analytical for monitoring the Jackson Madison Landfill on highway 70.
2. Consideration of a contract with Paris Creative Agency for marketing and communication services.
3. Consideration of a contract with Kimley- Horn for engineering services.

Scott Conger, Mayor



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 * Fax 731.423.5326
www.waypointanalytical.com

Quotation for Analytical Services

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager
bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

#	Sample ID/Info	Matrix	Test Method	Description	#Samp	Unit Price	Test Total
1	APP II - 1 well annually	Aqueous	8081A	Appendix II - Pesticides (TN Landfill)	1	\$ 175.00	\$ 175.00
2	APP II - 1 well annually	Aqueous	8082	Appendix II - PCBs (TN Landfill)	1	\$ 150.00	\$ 150.00
3	APP II - 1 well annually	Aqueous	8151A	Appendix II - Herbicides (TN Landfill)	1	\$ 175.00	\$ 175.00
4	APP II - 1 well annually	Aqueous	8270C	Appendix II - OP Pesticides (TN Landfill)	1	\$ 125.00	\$ 125.00
5	APP II - 1 well annually	Aqueous	6020B/7470A/EPA-5	Appendix II - Metals plus CN and Sulfide (40 CRF 2	1	\$ 205.00	\$ 205.00
6	APP II - 1 well annually	Aqueous	FIELD	Field Measurements	1	\$ 51.84	\$ 51.84
7	APP II - 1 well annually	Aqueous	353.2	Nitrate-Nitrite (H2SO4 Preserved)	1	\$ 27.00	\$ 27.00
8	APP II - 1 well annually	Aqueous	8260B	Appendix II - VOCs (TN Landfill)	1	\$ 250.00	\$ 250.00
9	APP II - 1 well annually	Aqueous	2320B-2011	Total Alkalinity	1	\$ 19.44	\$ 19.44
10	APP II - 1 well annually	Aqueous	8011	EDB and DBCP (Method 8011/504.1)	1	\$ 50.00	\$ 50.00
11	APP II - 1 well annually	Aqueous	8270D	Appendix II - SVOCs (TN Landfill)	1	\$ 500.00	\$ 500.00
Subtotal for APP II - 1 well annually							\$ 1,728.28
12	APP I	Aqueous	8260B	8260B Standard Volatiles by GC/MS	17	\$ 100.00	\$ 1,700.00



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
 Main 731.423.5330 • Fax 731.423.5326
 www.waypointanalytical.com

Quotation for Analytical Services

7/17/2020

2269 Dr. F.E. Wright Drive
 Jackson, TN 38305
 TEL: 731-423-5330
 FAX: 731-423-5326

Lab Contact Billie Haynes
 Lab Project Manager
 bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
 Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill
 City of Jackson - Old Madison
 County Landfill
 Semi-annual
TAT 14 Working Days

#	Sample ID/Info	Matrix	Test Method	Description	#Samp	Unit Price	Test Total
13	APP I	Aqueous	EPA-325.2	Chloride	17	\$ 16.00	\$ 272.00
14	APP I	Aqueous	6020B	ICP Metals Analysis (Method 6020A)	17	\$ 160.00	\$ 2,720.00
15	APP I	Aqueous	7470A	Total Mercury (7470A)	17	\$ 38.00	\$ 646.00
16	APP I	Aqueous	353.2	Nitrate-Nitrite (H2SO4 Preserved)	17	\$ 27.00	\$ 459.00
17	APP I	Aqueous	FIELD	Field Measurements	17	\$ 51.84	\$ 881.28
18	APP I	Aqueous	8011	EDB and DBCP (Method 8011/504.1)	17	\$ 50.00	\$ 850.00
19	APP I	Aqueous	8260B	trans-1,4-Dichloro-2-butene	17	\$ 0.00	\$ 0.00
20	APP I	Aqueous	2320B-2011	Total Alkalinity	17	\$ 19.44	\$ 330.48
Subtotal for APP I							\$ 7,858.76
21	MISC FEES for Landfill	Aqueous		Misc Fees - Fuel Surcharge	2	\$ 5.00	\$ 10.00
22	MISC FEES for Landfill	Aqueous		Misc Fees - CH4 Screening	2	\$ 175.50	\$ 351.00
23	MISC FEES for Landfill	Aqueous		Misc Fees - Pump Supplies	2	\$ 130.00	\$ 260.00



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
 Main 731.423.5330 * Fax 731.423.5326
 www.waypointanalytical.com

Quotation for Analytical Services

7/17/2020

2269 Dr. F.E. Wright Drive
 Jackson, TN 38305
 TEL: 731-423-5330
 FAX: 731-423-5326

Lab Contact Billie Haynes
 Lab Project Manager
 bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
 Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill
 City of Jackson - Old Madison
 County Landfill
 Semi-annual
TAT 14 Working Days

#	Sample ID/Info	Matrix	Test Method	Description	#Samp	Unit Price	Test Total
24	MISC FEES for Landfill	Aqueous		Misc Fees - Sampling Fee	2	\$ 1,500.00	\$ 3,000.00
Subtotal for MISC FEES for Landfill							\$ 3,621.00
25	MW 6, 7, 10, 11	Aqueous	4500H+B-2011/FIE	Field Measurements	8	\$ 51.84	\$ 414.72
Subtotal for MW 6, 7, 10, 11							\$ 414.72
26	Quarterly Houses Methane	Aqueous	FIELD	Field Measurements	68	\$ 10.80	\$ 734.40
Subtotal for Quarterly Houses Methane							\$ 734.40
27	MISC FEES Houses Methane	Aqueous		Misc Fees - Fuel Surcharge	4	\$ 5.00	\$ 20.00
28	MISC FEES Houses Methane	Aqueous		Misc Fees - Sampling Fee	4	\$ 192.50	\$ 770.00
Subtotal for MISC FEES Houses Methane							\$ 790.00
29	SP @ Landfill Methane	Aqueous	FIELD	Field Measurements	88	\$ 10.80	\$ 950.40
Subtotal for SP @ Landfill Methane							\$ 950.40
30	MISC FEES SP @ Lanfill Methane	Aqueous		Misc Fees - Fuel Surcharge	4	\$ 5.00	\$ 20.00



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
 Main 731.423.5330 * Fax 731.423.5326
 www.waypointanalytical.com

Quotation for Analytical Services

7/17/2020

2269 Dr. F.E. Wright Drive
 Jackson, TN 38305
 TEL: 731-423-5330
 FAX: 731-423-5326

Lab Contact Billie Haynes
 Lab Project Manager
 bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
 Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill
 City of Jackson - Old Madison
 County Landfill
 Semi-annual
TAT 14 Working Days

#	Sample ID/Info	Matrix	Test Method	Description	#Samp	Unit Price	Test Total
31	MISC FEES SP @ Lanfill Methane	Aqueous		Misc Fees - Sampling Fee	4	\$ 192.50	\$ 770.00
Subtotal for MISC FEES SP @ Lanfill Methane							\$ 790.00
Total							\$ 16,887.56

Sample Kits Provided at no additional charge.
Shipping to Client Laboratory will drop off containers as part of this proposal.
Return Shipping to Laboratory Laboratory will pick up samples as part of this proposal.
QC Level Level1
Reporting Limit Report MDL and J flags
EDD Required
Terms Net 30 - Please refer to enclosed Price Schedule Terms



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 * Fax 731.423.5326
www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager

bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
Alkalinity (as CaCO3)	Alkalinity	Aqueous	2320B-2011	mg/L		1
Nitrate+Nitrite-N		Aqueous	353.2	mg/L	0.2	0.5
pH	PHLAB	Aqueous	4500H+B-2011	s.u.		
Antimony	7440-36-0	Aqueous	6020B	mg/L	0.00035	0.001
Arsenic	7440-38-2	Aqueous	6020B	mg/L	0.0005	0.001
Barium	7440-39-3	Aqueous	6020B	mg/L	0.00026	0.001
Beryllium	7440-41-7	Aqueous	6020B	mg/L	0.0000853	0.001
Boron	7440-42-8	Aqueous	6020B	mg/L	0.00971	0.010
Cadmium	7440-43-9	Aqueous	6020B	mg/L	0.0000235	0.001
Calcium	7440-70-2	Aqueous	6020B	mg/L	0.0522	0.200
Chromium	7440-47-3	Aqueous	6020B	mg/L	0.000958	0.001
Cobalt	7440-48-4	Aqueous	6020B	mg/L	0.000196	0.001
Copper	7440-50-8	Aqueous	6020B	mg/L	0.00045	0.001
Iron	7439-89-6	Aqueous	6020B	mg/L	0.0607	0.100
Lead	7439-92-1	Aqueous	6020B	mg/L	0.00029	0.001
Magnesium	7439-95-4	Aqueous	6020B	mg/L	0.0178	0.100
Manganese	7439-96-5	Aqueous	6020B	mg/L	0.0005	0.001
Nickel	7440-02-0	Aqueous	6020B	mg/L	0.000164	0.001
Potassium	7440-09-7	Aqueous	6020B	mg/L	0.0198	0.100
Selenium	7782-49-2	Aqueous	6020B	mg/L	0.00067	0.001
Silver	7440-22-4	Aqueous	6020B	mg/L	0.0000208	0.001
Sodium	7440-23-5	Aqueous	6020B	mg/L	0.0625	0.100
Thallium	7440-28-0	Aqueous	6020B	mg/L	0.0000897	0.001



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 * Fax 731.423.5326
www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager

bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
Tin	7440-31-5	Aqueous	6020B	mg/L	0.00253	0.050
Vanadium	7440-62-2	Aqueous	6020B	mg/L	0.00073	0.005
Zinc	7440-66-6	Aqueous	6020B	mg/L	0.0055	0.010
Mercury	7439-97-6	Aqueous	7470A	mg/L		0.00020
1,2-Dibromo-3-Chloropropane	96-12-8	Aqueous	8011	mg/L	0.00000281	0.00002
1,2-Dibromoethane	106-93-4	Aqueous	8011	mg/L	0.00000173	0.00002
4,4'-DDD	72-54-8	Aqueous	8081A	mg/L		
4,4'-DDE	72-55-9	Aqueous	8081A	mg/L		
4,4'-DDT	50-29-3	Aqueous	8081A	mg/L		
Aldrin	309-00-2	Aqueous	8081A	mg/L		
alpha-BHC	319-84-6	Aqueous	8081A	mg/L		
beta-BHC	319-85-7	Aqueous	8081A	mg/L		
Chlordane	57-74-9	Aqueous	8081A	mg/L		
delta-BHC	319-86-8	Aqueous	8081A	mg/L		
Dieldrin	60-57-1	Aqueous	8081A	mg/L		
Endosulfan I	959-98-8	Aqueous	8081A	mg/L		
Endosulfan II	33213-65-9	Aqueous	8081A	mg/L		
Endosulfan Sulfate	1031-07-8	Aqueous	8081A	mg/L		
Endrin	72-20-8	Aqueous	8081A	mg/L		
Endrin Aldehyde	7421-93-4	Aqueous	8081A	mg/L		
gamma-BHC	58-89-9	Aqueous	8081A	mg/L		
Heptachlor	76-44-8	Aqueous	8081A	mg/L		
Heptachlor Epoxide	1024-57-3	Aqueous	8081A	mg/L		



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 * Fax 731.423.5326
www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager

bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	SQL
Isodrin	465-73-6	Aqueous	8081A	mg/L		
Methoxychlor	72-43-5	Aqueous	8081A	mg/L		
Toxaphene	8001-35-2	Aqueous	8081A	mg/L		
Aroclor 1016	12674-11-2	Aqueous	8082	mg/L		
Aroclor 1221	11104-28-2	Aqueous	8082	mg/L		
Aroclor 1232	11141-16-5	Aqueous	8082	mg/L		
Aroclor 1242	53469-21-9	Aqueous	8082	mg/L		
Aroclor 1248	12672-29-6	Aqueous	8082	mg/L		
Aroclor 1254	11097-69-1	Aqueous	8082	mg/L		
Aroclor 1260	11096-82-5	Aqueous	8082	mg/L		
2,4,5-T	93-76-5	Aqueous	8151A	mg/L		
2,4,5-TP (Silvex)	93-72-1	Aqueous	8151A	mg/L		
2,4-D	94-75-7	Aqueous	8151A	mg/L		
Dinoseb	88-85-7	Aqueous	8151A	mg/L		
1,1,1,2-Tetrachloroethane	630-20-6	Aqueous	8260B	mg/L	0.00057726	0.001
1,1,1-Trichloroethane	71-55-6	Aqueous	8260B	mg/L	0.00062872	0.001
1,1,2,2-Tetrachloroethane	79-34-5	Aqueous	8260B	mg/L	0.00076026	0.001
1,1,2-Trichloroethane	79-00-5	Aqueous	8260B	mg/L	0.00081295	0.001
1,1-Dichloroethane	75-34-3	Aqueous	8260B	mg/L	0.00040930	0.001
1,1-Dichloroethene	75-35-4	Aqueous	8260B	mg/L	0.00046007	0.001
1,1-Dichloropropene	563-58-6	Aqueous	8260B	mg/L	0.00041542	0.001
1,2,3-Trichlorobenzene	87-61-6	Aqueous	8260B	mg/L	0.00077545	0.001
1,2,3-Trichloropropane	96-18-4	Aqueous	8260B	mg/L	0.00086862	0.001



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 * Fax 731.423.5326
www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager

bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
1,2,4-Trichlorobenzene	120-82-1	Aqueous	8260B	mg/L	0.00070886	0.001
1,2,4-Trimethylbenzene	95-63-6	Aqueous	8260B	mg/L	0.00067061	0.001
1,2-Dichlorobenzene	95-50-1	Aqueous	8260B	mg/L	0.00080802	0.001
1,2-Dichloroethane	107-06-2	Aqueous	8260B	mg/L	0.00037941	0.001
1,2-Dichloroethene (Total)	540-59-0	Aqueous	8260B	mg/L		
1,2-Dichloropropane	78-87-5	Aqueous	8260B	mg/L	0.00034791	0.001
1,3,5-Trimethylbenzene	108-67-8	Aqueous	8260B	mg/L	0.00085402	0.001
1,3-Dichlorobenzene	541-73-1	Aqueous	8260B	mg/L	0.00092730	0.001
1,3-Dichloropropane	142-28-9	Aqueous	8260B	mg/L	0.00046425	0.001
1,4-Dichlorobenzene	106-46-7	Aqueous	8260B	mg/L	0.00071470	0.001
2,2-Dichloropropane	594-20-7	Aqueous	8260B	mg/L	0.00076305	0.001
2-Chloroethylvinyl Ether	110-75-8	Aqueous	8260B	mg/L	0.00421746	0.005
2-Chlorotoluene	95-49-8	Aqueous	8260B	mg/L	0.00084334	0.001
2-Hexanone	591-78-6	Aqueous	8260B	mg/L	0.00239657	0.005
4-Chlorotoluene	106-43-4	Aqueous	8260B	mg/L	0.00090297	0.001
4-Isopropyl toluene	99-87-6	Aqueous	8260B	mg/L	0.00080607	0.001
4-Methyl-2-Pentanone	108-10-1	Aqueous	8260B	mg/L	0.00184977	0.005
Acetone	67-64-1	Aqueous	8260B	mg/L	0.00239146	0.020
Acetonitrile	75-05-8	Aqueous	8260B	mg/L	0.02027256	0.050
Acrolein	107-02-8	Aqueous	8260B	mg/L	0.00355476	0.020
Acrylonitrile	107-13-1	Aqueous	8260B	mg/L	0.00282575	0.020
Allyl Chloride	107-05-1	Aqueous	8260B	mg/L	0.00057977	0.001
Benzene	71-43-2	Aqueous	8260B	mg/L	0.00039919	0.001



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 * Fax 731.423.5326
www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager

bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
Bromobenzene	108-86-1	Aqueous	8260B	mg/L	0.00074299	0.001
Bromochloromethane	74-97-5	Aqueous	8260B	mg/L	0.00031526	0.001
Bromodichloromethane	75-27-4	Aqueous	8260B	mg/L	0.00056426	0.001
Bromoform	75-25-2	Aqueous	8260B	mg/L	0.00066003	0.001
Bromomethane	74-83-9	Aqueous	8260B	mg/L	0.00062879	0.001
Carbon Disulfide	75-15-0	Aqueous	8260B	mg/L	0.00051370	0.001
Carbon Tetrachloride	56-23-5	Aqueous	8260B	mg/L	0.00085518	0.001
Chlorobenzene	108-90-7	Aqueous	8260B	mg/L	0.00080645	0.001
Chlorodibromomethane	124-48-1	Aqueous	8260B	mg/L	0.00065516	0.001
Chloroethane	75-00-3	Aqueous	8260B	mg/L	0.00036823	0.001
Chloroform	67-66-3	Aqueous	8260B	mg/L	0.00053801	0.001
Chloromethane	74-87-3	Aqueous	8260B	mg/L	0.00030700	0.001
Chloroprene	126-99-8	Aqueous	8260B	mg/L	0.00045087	0.001
cis-1,2-Dichloroethene	156-59-2	Aqueous	8260B	mg/L	0.00046830	0.001
cis-1,3-Dichloropropene	10061-01-5	Aqueous	8260B	mg/L	0.00056589	0.001
Dibromomethane	74-95-3	Aqueous	8260B	mg/L	0.00068210	0.001
Dichlorodifluoromethane	75-71-8	Aqueous	8260B	mg/L	0.00044265	0.001
Ethyl Acetate	141-78-6	Aqueous	8260B	mg/L	0.00155989	0.010
Ethyl Methacrylate	97-63-2	Aqueous	8260B	mg/L	0.00161996	0.005
Ethylbenzene	100-41-4	Aqueous	8260B	mg/L	0.00078283	0.001
Hexachlorobutadiene	87-68-3	Aqueous	8260B	mg/L	0.00080651	0.001
Iodomethane	74-88-4	Aqueous	8260B	mg/L	0.00092294	0.005
Isobutyl Alcohol	78-83-1	Aqueous	8260B	mg/L	0.02753830	0.200



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 • Fax 731.423.5326
www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager

bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	SQL
Isopropylbenzene	98-82-8	Aqueous	8260B	mg/L	0.00082211	0.001
m,p-Xylene	179601-23-1	Aqueous	8260B	mg/L	0.00166191	0.002
Methacrylonitrile	126-98-7	Aqueous	8260B	mg/L	0.01262393	0.010
Methyl Ethyl Ketone (MEK)	78-93-3	Aqueous	8260B	mg/L	0.00217574	0.020
Methyl methacrylate	80-62-6	Aqueous	8260B	mg/L	0.00042930	0.010
Methyl tert-butyl ether (MTBE)	1634-04-4	Aqueous	8260B	mg/L	0.00037658	0.001
Methylene Chloride	75-09-2	Aqueous	8260B	mg/L	0.00210955	0.005
Naphthalene	91-20-3	Aqueous	8260B	mg/L	0.00319837	0.005
n-Butylbenzene	104-51-8	Aqueous	8260B	mg/L	0.00073570	0.001
n-Propylbenzene	103-65-1	Aqueous	8260B	mg/L	0.00080224	0.001
o-Xylene	95-47-6	Aqueous	8260B	mg/L	0.00082306	0.001
Propionitrile	107-12-0	Aqueous	8260B	mg/L	0.02368003	0.100
sec-Butyl benzene	135-98-8	Aqueous	8260B	mg/L	0.00077018	0.001
Styrene	100-42-5	Aqueous	8260B	mg/L	0.00046572	0.001
tert-Butyl benzene	98-06-6	Aqueous	8260B	mg/L	0.00083376	0.001
Tetrachloroethene	127-18-4	Aqueous	8260B	mg/L	0.00063252	0.001
Toluene	108-88-3	Aqueous	8260B	mg/L	0.00113765	0.005
trans-1,2-Dichloroethene	156-60-5	Aqueous	8260B	mg/L	0.00038735	0.001
trans-1,3-Dichloropropene	10061-02-6	Aqueous	8260B	mg/L	0.00075765	0.001
trans-1,4-Dichloro-2-butene	110-57-6	Aqueous	8260B	mg/L	0.00264740	0.005
Trichloroethene	79-01-6	Aqueous	8260B	mg/L	0.00035328	0.001
Trichlorofluoromethane	75-69-4	Aqueous	8260B	mg/L	0.00065661	0.001
Vinyl Acetate	108-05-4	Aqueous	8260B	mg/L	0.00412182	0.010



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
 Main 731.423.5330 * Fax 731.423.5326
 www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
 Jackson, TN 38305
 TEL: 731-423-5330
 FAX: 731-423-5326

Lab Contact Billie Haynes
 Lab Project Manager
 bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
 Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill
 City of Jackson - Old Madison
 County Landfill
 Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
Vinyl Chloride	75-01-4	Aqueous	8260B	mg/L	0.00039501	0.001
Xylene (Total)	1330-20-7	Aqueous	8260B	mg/L		
Dlmethoate	60-51-5	Aqueous	8270C	mg/L	0.00033	0.001
Disulfoton	298-04-4	Aqueous	8270C	mg/L	0.00033	0.001
Ethyl Parathion	56-38-2	Aqueous	8270C	mg/L	0.00033	0.001
Famphur	52-85-7	Aqueous	8270C	mg/L	0.00033	0.001
Methyl Parathion	298-00-0	Aqueous	8270C	mg/L	0.00033	0.001
Phorate	298-02-2	Aqueous	8270C	mg/L	0.00033	0.001
Tributyl phosphate	126-73-8	Aqueous	8270C	mg/L	0.33	
Triphenylphosphate	115-86-6	Aqueous	8270C	mg/L	0.33	
1,2,4-Trichlorobenzene	120-82-1	Aqueous	8270D	mg/L	0.0002831369	0.005
1,2-Dichlorobenzene	95-50-1	Aqueous	8270D	mg/L	0.0003215084	0.005
1,2-Diphenylhydrazine/Azobenzene	122-66-7	Aqueous	8270D	mg/L	0.0006148921	0.005
1,3-Dichlorobenzene	541-73-1	Aqueous	8270D	mg/L	0.0002384874	0.005
1,4-Dichlorobenzene	106-46-7	Aqueous	8270D	mg/L	0.0002458337	0.005
2,4,5-Trichlorophenol	95-95-4	Aqueous	8270D	mg/L	0.0004084873	0.005
2,4,6-Tribromophenol	118-79-6	Aqueous	8270D	mg/L		
2,4,6-Trichlorophenol	88-06-2	Aqueous	8270D	mg/L	0.0003857280	0.005
2,4-Dichlorophenol	120-83-2	Aqueous	8270D	mg/L	0.0005105116	0.005
2,4-Dimethylphenol	105-67-9	Aqueous	8270D	mg/L	0.0002894125	0.005
2,4-Dinitrophenol	51-28-5	Aqueous	8270D	mg/L	0.0028375976	0.010
2,4-Dinitrotoluene	121-14-2	Aqueous	8270D	mg/L	0.0001981177	0.005
2,6-Dichlorophenol	87-65-0	Aqueous	8270D	mg/L	0.0003280405	0.005



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 • Fax 731.423.5326
www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager

bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
2,6-Dinitrotoluene	606-20-2	Aqueous	8270D	mg/L	0.0002644037	0.005
2-Chloronaphthalene	91-58-7	Aqueous	8270D	mg/L	0.0002819346	0.005
2-Chlorophenol	95-57-8	Aqueous	8270D	mg/L	0.0002657319	0.005
2-Fluorobiphenyl	321-60-8	Aqueous	8270D	mg/L		
2-Fluorophenol	367-12-4	Aqueous	8270D	mg/L		
2-Methylnaphthalene	91-57-6	Aqueous	8270D	mg/L	0.0002938399	0.002
2-Methylphenol	95-48-7	Aqueous	8270D	mg/L	0.0001280068	0.005
2-Nitroaniline	88-74-4	Aqueous	8270D	mg/L	0.0002806830	0.005
2-Nitrophenol	88-75-5	Aqueous	8270D	mg/L	0.0003763635	0.005
3&4 Methylphenol	108-39-4	Aqueous	8270D	mg/L	0.0001515292	0.005
3,3' Dimethylbenzidine	119-93-7	Aqueous	8270D	mg/L	0.001090	0.010
3,3'-Dichlorobenzidine	91-94-1	Aqueous	8270D	mg/L	0.0006861092	0.010
3-Nitroaniline	99-09-2	Aqueous	8270D	mg/L	0.0002354752	0.010
4,6-Dinitro-2-methylphenol	534-52-1	Aqueous	8270D	mg/L	0.0026214591	0.010
4-Bromophenyl phenyl ether	101-55-3	Aqueous	8270D	mg/L	0.0005136748	0.005
4-Chloro-3-methylphenol	59-50-7	Aqueous	8270D	mg/L	0.0002009412	0.005
4-Chloroaniline	106-47-8	Aqueous	8270D	mg/L	0.0001972865	0.005
4-Nitroaniline	100-01-6	Aqueous	8270D	mg/L	0.0005346010	0.005
4-Nitrophenol	100-02-7	Aqueous	8270D	mg/L	0.0005971112	0.020
4-Terphenyl-d14	1718-51-0	Aqueous	8270D	mg/L		
Acenaphthene	83-32-9	Aqueous	8270D	mg/L	0.0002113054	0.002
Acenaphthylene	208-96-8	Aqueous	8270D	mg/L	0.0002498881	0.002
Acetophenone	98-86-2	Aqueous	8270D	mg/L	0.0002174378	0.005



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
 Main 731.423.5330 • Fax 731.423.5326
 www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
 Jackson, TN 38305
 TEL: 731-423-5330
 FAX: 731-423-5326

Lab Contact Billie Haynes
 Lab Project Manager
 bhaynes@waypointanalytical.com

Company	City of Jackson	Quote ID	00178-07172020-001
Contact	Mr. Bobby Arnold	Project	Old Madison County - Landfill
Address	101 East Main Street Jackson, TN 38301		
Phone	731-425-8278		City of Jackson - Old Madison County Landfill
Fax	- -		Semi-annual
Email	barnold@cityofjackson.net	TAT	14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
Aniline	62-53-3	Aqueous	8270D	mg/L	0.0002600818	0.005
Anthracene	120-12-7	Aqueous	8270D	mg/L	0.0004744267	0.002
Benzidine	92-87-5	Aqueous	8270D	mg/L	0.00103	0.020
Benzo(a)anthracene	56-55-3	Aqueous	8270D	mg/L	0.0002283901	0.002
Benzo(a)pyrene	50-32-8	Aqueous	8270D	mg/L	0.0007798997	0.002
Benzo(b)fluoranthene	205-99-2	Aqueous	8270D	mg/L	0.0004765003	0.002
Benzo(g,h,i)perylene	191-24-2	Aqueous	8270D	mg/L	0.0011695134	0.002
Benzo(k)fluoranthene	207-08-9	Aqueous	8270D	mg/L	0.0003272524	0.002
Benzyl alcohol	100-51-6	Aqueous	8270D	mg/L	0.0004777303	0.010
Bis(2-Chloroethoxy)methane	111-91-1	Aqueous	8270D	mg/L	0.0001952531	0.005
Bis(2-Chloroisopropyl)ether	108-60-1	Aqueous	8270D	mg/L	0.0001504330	0.005
Bis(2-ethylhexyl)phthalate	117-81-7	Aqueous	8270D	mg/L	0.0002981229	0.010
Butyl benzyl phthalate	85-68-7	Aqueous	8270D	mg/L	0.0006009128	0.005
Chlorobenzilate	510-15-6	Aqueous	8270D	mg/L	0.0002443787	0.005
Chrysene	218-01-9	Aqueous	8270D	mg/L	0.0003393665	0.002
Dibenz(a,h)anthracene	53-70-3	Aqueous	8270D	mg/L	0.0011016888	0.002
Dibenzofuran	132-64-9	Aqueous	8270D	mg/L	0.0002186219	0.005
Diethyl phthalate	84-66-2	Aqueous	8270D	mg/L	0.0002000045	0.005
Dimethyl phthalate	131-11-3	Aqueous	8270D	mg/L	0.0002245546	0.005
Di-n-butyl phthalate	84-74-2	Aqueous	8270D	mg/L	0.0006186221	0.005
Di-n-Octyl Phthalate	117-84-0	Aqueous	8270D	mg/L	0.0005913436	0.005
Ethyl methanesulfonate	62-50-0	Aqueous	8270D	mg/L	0.0002347762	0.005
Fluoranthene	206-44-0	Aqueous	8270D	mg/L	0.0005230493	0.002



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
Main 731.423.5330 • Fax 731.423.5326
www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
Jackson, TN 38305
TEL: 731-423-5330
FAX: 731-423-5326

Lab Contact Billie Haynes
Lab Project Manager

bhaynes@waypointanalytical.com

Company City of Jackson
Contact Mr. Bobby Arnold
Address 101 East Main Street
Jackson, TN 38301
Phone 731-425-8278
Fax - -
Email barnold@cityofjackson.net

Quote ID 00178-07172020-001
Project Old Madison County - Landfill

City of Jackson - Old Madison
County Landfill
Semi-annual
TAT 14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
Fluorene	86-73-7	Aqueous	8270D	mg/L	0.0002747660	0.002
Hexachlorobenzene	118-74-1	Aqueous	8270D	mg/L	0.0006432168	0.005
Hexachlorobutadiene	87-68-3	Aqueous	8270D	mg/L	0.0002080382	0.005
Hexachlorocyclopentadiene	77-47-4	Aqueous	8270D	mg/L	0.0001921262	0.005
Hexachloroethane	67-72-1	Aqueous	8270D	mg/L	0.0001564637	0.005
Indeno(1,2,3-cd)pyrene	193-39-5	Aqueous	8270D	mg/L	0.0007984593	0.002
Isophorone	78-59-1	Aqueous	8270D	mg/L	0.0001695393	0.005
Methyl methanesulfonate	66-27-3	Aqueous	8270D	mg/L	0.0002090860	0.005
Naphthalene	91-20-3	Aqueous	8270D	mg/L	0.0002768836	0.002
Nitrobenzene	98-95-3	Aqueous	8270D	mg/L	0.0001718484	0.005
Nitrobenzene-d5	4165-60-0	Aqueous	8270D	mg/L		
N-Nitrosodiethylamine	55-18-5	Aqueous	8270D	mg/L	0.0002579318	0.005
N-Nitroso-di-n-butylamine	924-16-3	Aqueous	8270D	mg/L	0.0001661531	0.005
N-Nitroso-di-n-propylamine	621-64-7	Aqueous	8270D	mg/L	0.0001905066	0.005
Pentachlorobenzene	608-93-5	Aqueous	8270D	mg/L	0.0003436966	0.005
Pentachloronitrobenzene	82-68-8	Aqueous	8270D	mg/L	0.0002732968	0.005
Pentachlorophenol	87-86-5	Aqueous	8270D	mg/L	0.0024226887	0.010
Phenacetin	62-44-2	Aqueous	8270D	mg/L	0.0002560133	0.005
Phenanthrene	85-01-8	Aqueous	8270D	mg/L	0.0002425468	0.002
Phenol	108-95-2	Aqueous	8270D	mg/L	0.0001670703	0.005
Pyrene	129-00-0	Aqueous	8270D	mg/L	0.0002178692	0.002
Pyridine	110-86-1	Aqueous	8270D	mg/L	0.0005311885	0.010
Chloride	16887-00-6	Aqueous	EPA-325.2	mg/L	1	5



2269 Dr. F.E. Wright Drive, Jackson, TN 38305
 Main 731.423.5330 * Fax 731.423.5326
 www.waypointanalytical.com

Analyte/Method List

7/17/2020

2269 Dr. F.E. Wright Drive
 Jackson, TN 38305
 TEL: 731-423-5330
 FAX: 731-423-5326

Lab Contact Billie Haynes
 Lab Project Manager
 bhaynes@waypointanalytical.com

Company	City of Jackson	Quote ID	00178-07172020-001
Contact	Mr. Bobby Arnold	Project	Old Madison County - Landfill
Address	101 East Main Street Jackson, TN 38301		
Phone	731-425-8278		City of Jackson - Old Madison County Landfill
Fax	- -		Semi-annual
Email	barnold@cityofjackson.net	TAT	14 Working Days

Test Description	CAS No	Matrix	Test Method	UOM	MDL	MQL
Cyanide, Total	57-12-5	Aqueous	EPA-335.4	mg/L	0.005	0.005
Carbon Dioxide (Estimate)		Aqueous	FIELD	%		
Conductivity	Conductivity	Aqueous	FIELD			
Dissolved Oxygen		Aqueous	FIELD			
Methane	74-82-8	Aqueous	FIELD			
pH	PHLAB	Aqueous	FIELD			
Turbidity		Aqueous	FIELD			
Sulfide		Aqueous	SM-4500-S2D	mg/L	0.02	0.02

UOM - Unit of Measure

MDL - Method Detection Limit

MQL - Method Quantitation Limit

Comments

MDL - Method Detection Limit. Results between the MDL and MQL reported as estimated (J) values.
 MQL - Method Quantitation Limit. Results below the MQL reported as < values.



PARIS CREATIVE AGENCY

about the agency

Paris Creative Agency is a full-service marketing agency that combines traditional strategies with innovative new ideas. We have a proven track record of producing results in across a variety of industries. We have been recognized for our work in the following areas:

- Medical
- Retail
- Legal
- Financial
- Real Estate
- Political
- Non-profits
- Food
- Technology
- Government

Paris Creative Agency was founded by Summer Paris and is based in Jackson, Tennessee. She has worked with clients across the United States to help them grow their business. Our marketing services that would be available include:

- Media strategy
- Media buying
- Advertising
- Public relations
- Social media
- Search engine optimization
- Search engine marketing
- Pay-per-click campaigns
- Storytelling
- Websites
- TV & radio production
- Graphic design
- Photography
- Event planning
- Direct mail
- Branding
- Logo development
- Videography

investment

As a full-service marketing firm, Paris Creative Agency can provide a variety of services.

strategic planning	\$125/hr
crisis communication	\$150/hr
videography	\$125/hr
media buying	\$85/hr
search engine marketing	\$75/hr
search engine optimization	\$75/hr
public relations	\$75/hr
social media	\$60/hr
copywriting	\$60/hr
graphic design	\$75/hr



731.780.0313



summer@pariscreativeagency.com



PARIS CREATIVE AGENCY

about the agency

Paris Creative Agency is a full-service marketing agency that combines traditional strategies with innovative new ideas. We have a proven track record of producing results in across a variety of industries. We have been recognized for our work in the following areas:

- Medical
- Retail
- Legal
- Financial
- Real Estate
- Political
- Non-profits
- Food
- Technology
- Government

Paris Creative Agency was founded by Summer Paris and is based in Jackson, Tennessee. She has worked with clients across the United States to help them grow their business. Our marketing services that would be available include:

- Media strategy
- Media buying
- Advertising
- Public relations
- Social media
- Search engine optimization
- Search engine marketing
- Pay-per-click campaigns
- Storytelling
- Websites
- TV & radio production
- Graphic design
- Photography
- Event planning
- Direct mail
- Branding
- Logo development
- Videography

investment

As a full-service marketing firm, Paris Creative Agency can provide a variety of services.

strategic planning	\$125/hr
crisis communication	\$150/hr
videography	\$125/hr
media buying	\$85/hr
search engine marketing	\$75/hr
search engine optimization	\$75/hr
public relations	\$75/hr
social media	\$60/hr
copywriting	\$60/hr
graphic design	\$75/hr



731.780.0313



summer@pariscreativeagency.com

OK JK

Kimley»Horn

July 20, 2020

Mayor Scott Conger
City of Jackson
121 East Main Street, Suite 301
Jackson, TN 38301

Re: Professional Services Agreement
As-Needed Engineering and Planning Services

Dear Mayor Conger:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to The City of Jackson ("Client") to provide as-needed engineering and planning services. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

The City of Jackson has recently experienced departures within the engineering department and in the City Engineer position. The Client desires for Kimley-Horn to assist in filling this role by providing as-needed engineering and planning services.

Scope of Services

The tasks below describe the general types of services to be provided by Kimley-Horn during the term of this agreement. These descriptions are not intended to be an all-inclusive list, nor are they intended to imply that other tasks may not be included in this agreement upon mutual agreement by the parties involved. Further, this list of tasks does not imply that all of these services will necessarily be provided during the term of the agreement.

Tasks performed may include the following items:

- Subdivision and Site Plan review
- Planning and/or Engineering Analyses
- Preparation of Concept Plans
- H&H Analysis
- Traffic Signal Timings
- Engineering Design
- Preparation of Opinions of Probable Construction Cost
- Or other Professional Engineering Services

Deliverables:

Deliverables will vary based on the tasks being performed, and may include the following types of items:

- Concept Plans
- Letter Reports

- Plans Review/Comments
- Construction Documents

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the Services for each task on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates and will not exceed \$10,000 per month. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Jackson.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to Alex Reed

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. To ensure proper set up of your projects so that we can get started, please

complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
James D. Mays
62D338EF110B4FF...
By: James D. Mays, P.E.
Project Manager

DocuSigned by:
Drake Danley
BEC900D7B7444D4...
By: Drake E. Danley, P.E.
Assistant Secretary

City of Jackson
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: NA
Client's Business License No.: NA
Client's Street Address: 121 East Main
Jackson, TN 38301

Attachment – Request for Information
Attachment – Standard Provisions

NA

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$105 - \$140
Professional	\$140 - \$180
Senior Professional I	\$185 - \$240
Senior Professional II	\$235 - \$265
Senior Technical Support	\$110 - \$185
Support Staff	\$80 - \$100
Technical Support	\$95 - \$130

Effective through June 30, 2021

Subject to annual adjustment thereafter

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. ~~The Client shall also pay any applicable sales tax.~~ All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, ~~it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.~~ ~~and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.~~
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The

Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Date: 7/20/2020
Time: 09:51
User: WHESTOC

CITY OF JACKSON
Invoice History Report

Page: 1
Id: AP4610

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
30487	AT&T MOBILITY	287293899797X05	5/11/2020		147065-C	7/15/2020		ACCT:57894813-PHONE	13,935.47
			142-42180-245				EX	2,213.60	
			110-42180-245				EX	11,618.03	
			110-41810-245				EX	103.84	
			142-21121				AP	2,213.60	
			110-21121				AP	11,721.87	
			110-11213				CA	2,213.60	
			110-11213				CA	11,721.87	
30487	AT&T MOBILITY	287293899797X06	6/11/2020		147065-C	7/15/2020		ACCT:287293899797	11,340.13
			142-42180-245				EX	977.11	
			110-42180-245				EX	10,259.18	
			110-41810-245				EX	103.84	
			142-21121				AP	977.11	
			110-21121				AP	10,363.02	
			110-11213				CA	977.11	
			110-11213				CA	10,363.02	
30507	BIG TOYS	PJ1-0037842	6/01/2020		146827-C	6/30/2020		EQUIP/SUPP-DOG PK DR	14,153.90
			110-41804-300				EX	14,153.90	
			110-21121				AP	14,153.90	
			110-11213				CA	14,153.90	
29308	CALDWELL, ROBERT E	07/01/2020	7/01/2020		147079-C	7/15/2020		RENT-195 NORSTAR DR	23,400.00
			110-42158-530				EX	23,400.00	
			110-21121				AP	23,400.00	
			110-11213				CA	23,400.00	
25251	DELTA CONTRACTING CO LL ESTH22	06/25/20	6/25/2020		147088-C	7/15/2020		RE:DR F E WRIGHT DR	369,477.89
			315-43190-936				EX	369,477.89	
			315-21121				AP	369,477.89	
			110-11213				CA	369,477.89	
23852	GRESHAM SMITH	0743064	6/08/2020		146866-C	6/30/2020		RE:U S 45 BYPASS SQ	48,651.01
			315-43190-932				EX	48,651.01	
			315-21121				AP	48,651.01	
			110-11213				CA	48,651.01	
21903	HERON CONSTRUCTION CO	1619	5/18/2020		147111-C	7/15/2020		REPAIRS-BEN LANGFORD	27,235.00
			110-41811-390				EX	27,235.00	

Date: 7/20/2020
Time: 09:51
User: MHETSDC

CITY OF JACKSON
Invoice History Report

Page: 2
Id: AP4610

NumberName.....Invoice.....

Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
110-21121				AP	27,235.00	
110-11213				CA	27,235.00	

VENDOR TOTALS

27,235.00

2548 JACKSON TRANSIT AUTHORITY 06/22/20

6/22/2020		146890-C	6/30/2020	GRANT:57 IMPV-S3-003	128,750.00
110-41900-762				EX	128,750.00
110-21121				AP	128,750.00
110-11213				CA	128,750.00

VENDOR TOTALS

128,750.00

28261 JACKSON MADISON CO LIBR 06/15/20

6/15/2020		146851-C	6/30/2020	RE:ROTARY PR CAPITAL	10,638.00
110-41900-758				EX	10,638.00
110-21121				AP	10,638.00
110-11213				CA	10,638.00

VENDOR TOTALS

10,638.00

21483 LOCAL GOVERNMENT CONFOR 9935558

6/03/2020		146906-C	6/30/2020	SERV AGREEMENTS/PROF	71,353.77
110-41640-262				EX	64,249.77
110-41200-250				EX	7,104.00
110-21121				AP	71,353.77
110-11213				CA	71,353.77

VENDOR TOTALS

71,353.77

1048 MADISON CO TRUSTEE

6/25/2020		146912-C	6/30/2020	MIXES LTD STATE TAX-	13,038.08
110-31930				EX	13,038.08
110-21121				AP	13,038.08
110-11213				CA	13,038.08

1248 MADISON CO TRUSTEE

6/30/2020		147153-C	7/15/2020	FY'20 JPA TAX EQUIV-	993,920.46
110-21456				EX	993,920.46
110-21121				AP	993,920.46
110-11213				CA	993,920.46

VENDOR TOTALS

996,958.54

24223 MADISON COUNTY DEVELOPM 0000036543

6/30/2020		147154-C	7/15/2020	LANDFILL DUMPING-HS	18,547.63
131-43230-256				EX	18,547.63
131-21121				AP	18,547.63
110-11213				CA	18,547.63

24223 MADISON COUNTY DEVELOPM JUN-20-A

6/30/2020		147154-C	7/15/2020	LANDFILL DUMPING-HS	277,124.95
131-43230-242				EX	277,124.95
131-21121				AP	277,124.95
110-11213				CA	277,124.95

VENDOR TOTALS

295,672.58

Date: 7/20/2020
Time: 09:51
User: WHETSTOC

CITY OF JACKSON
Invoice History Report

Page: 3
Id: AP4610

NumberName.....Invoice.....
21904 MG CONSTRUCTION COMPANY APP#11-06/30/20

Inv Date	PO Number	Check Num	Chk Date	Man	Description.....	Invoice Amt
6/17/2020		146919-C	6/30/2020		WK-NEW CTY CT BLDG	395,638.45
315-41815-900				EX		
315-21121				AP	395,638.45	
110-11213				CA	395,638.45	

VENDOR TOTALS

395,638.45

19037 MOTOROLA SOLUTIONS INC 41286757

6/15/2020		146925-C	6/30/2020		PORTABLE HAND HELD R	21,792.27
315-42155-900				EX		
315-21121				AP	21,792.27	
110-11213				CA	21,792.27	

VENDOR TOTALS

21,792.27

27782 MOTOROLA SOLUTIONS INC 8230281625

7/03/2020		147164-C	7/15/2020		MAINT CONTRACTS-CENT	34,080.68
110-42600-262				EX		
110-21121				AP	34,080.68	
110-11213				CA	34,080.68	

VENDOR TOTALS

34,080.68

27782 MOTOROLA SOLUTIONS INC 8260960107

5/16/2020		147164-C	7/15/2020		PORTABLE RADIO EQUIP	19,288.78
110-42194-900				EX		
110-21121				AP	19,288.78	
110-11213				CA	19,288.78	

VENDOR TOTALS

19,288.78

27981 P & J PETROLEUM 6300

6/19/2020		146935-C	6/30/2020		GAS-GARAGE	10,760.80
110-14111				EX		
110-21121				AP	10,760.80	
110-11213				CA	10,760.80	

VENDOR TOTALS

10,760.80

29952 PARMAN ENERGY GROUP LLC 0860773 IN

6/11/2020		146936-C	6/30/2020		GAS-GARAGE	10,233.13
110-14111				EX		
110-21121				AP	10,233.13	
110-11213				CA	10,233.13	

VENDOR TOTALS

10,233.13

29952 PARMAN ENERGY GROUP LLC 0865355 IN

6/30/2020		147175-C	7/15/2020		GAS-GARAGE	10,709.53
110-14111				EX		
110-21121				AP	10,709.53	
110-11213				CA	10,709.53	

VENDOR TOTALS

10,709.53

20021 SHOOTSTTER INC INV#11861

6/15/2020		146957-C	6/30/2020		ANNUAL SUBSCRIPTION	41,041.00
110-42110-250				EX		
110-21121				AP	41,041.00	
110-11213				CA	41,041.00	

VENDOR TOTALS

41,041.00

Date: 7/20/2020
Time: 09:51
User: WHESTOC

CITY OF JACKSON
Invoice History Report

Page: 4
Id: AP4610

Number -----Name----- Invoice-----
7307 SPRAGINS BARNETT & COBB 27968-07/15/20

Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
7/09/2020		147192-C	7/15/2020		LEGAL SERVICES-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

30354 SUPERIOR LLC 281099

Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
6/01/2020		146966-C	6/30/2020		YRLY MAINT AGREEMENT	220,520.29
110-42100-250				EX	193,561.70	
110-42210-262				EX	2,579.76	
110-42600-260				EX	24,378.83	
110-21121				AP	220,520.29	
110-11213				CA	220,520.29	

VENDOR TOTALS

220,520.29

7054 TLM ASSOCIATES INC JS402 - 67

Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
6/12/2020		146982-C	6/30/2020		RE:FE WRIGHT DR WK-E	22,214.60
315-43190-936				EX	22,214.60	
315-21121				AP	22,214.60	
110-11213				CA	22,214.60	

VENDOR TOTALS

22,214.60

1365 TN DEPT OF LABOR/WORKFO 06-17-2020

Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
6/17/2020		147211-C	7/15/2020		EMP#0650-078 0-UNEMP WHS	29,008.08
110-41900-147				EX	29,008.08	
110-21121				AP	29,008.08	
110-11213				CA	29,008.08	

VENDOR TOTALS

29,008.08

30407 TRANSPORTATION CONTROL 9802

Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
6/26/2020		147217-C	7/15/2020		EQUIPMENT-TRAF SIGNA	17,135.00
315-43590-900				EX	17,135.00	
315-21121				AP	17,135.00	
110-11213				CA	17,135.00	

VENDOR TOTALS

17,135.00

4192 VULCAN INC 358146

Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
6/15/2020		147007-C	6/30/2020		TRAFFIC SIGNAGE/MARK	11,363.35
110-43570-330				EX	11,363.35	
110-21121				AP	11,363.35	
110-11213				CA	11,363.35	

VENDOR TOTALS

11,363.35

30512 WM CORPORATE SERVICES I 4882479-2268-2

Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
6/30/2020		147235-C	7/15/2020		TEMP CONTAINERS-H&S	16,478.69
131-43230-243				EX	16,478.69	
131-21121				AP	16,478.69	
110-11213				CA	16,478.69	

VENDOR TOTALS

16,478.69

GRAND TOTAL

2,892,247.60