

AGENDA

JACKSON CITY COUNCIL MEETING

June 2, 2020 – 9:00 A.M.

GEORGE A. SMITH MEETING ROOM

- I. CALL TO ORDER.**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.**
(COUNCILMAN Johnny Dodd)
- III. ROLL CALL.**
- IV. APPROVAL OF MINUTES OF THE MAY 5, 2020 MEETING.**
- V. PROCLAMATIONS.**
- VI. INVITATION FOR PUBLIC COMMENT.**
- VII. FIRST READINGS:**
 1. Consideration of a Budget Amendment to transfer an amount not to exceed \$500,000 from the General Fund to the Debt Service Fund.
 2. Consideration of a Budget Amendment to approve Dog Park funded by grant from Boyd Foundation.
 3. Consideration of an Ordinance to close to close and abandon, in their entirety, Porter Alley, Arnold Alley and Lawler Avenue.
 4. 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.
- VIII. SECOND READINGS:**
 1. None
- IX. NEW BUSINESS:**
 1. Acceptance of Resignation of City Recorder Al Laffoon.
 2. Appointment of City Recorder.
 3. Consideration of contract CMA 2172 between the State of Tennessee, Department of Transportation, and the City of Jackson.

4. Consideration of contract CMA 2173 between the State of Tennessee, Department of Transportation, and the City of Jackson.
5. Consideration of a contract with Alexander Thompson & Arnold (ATA) for 2020 audit.
6. Consideration of a contract with Traf Mark Industries for on call pavement marking maintenance.
7. Consideration of a Resolution to Approve Five Year Consolidated Plan 2020-2024 & Annual Action Plan 2020-2021
8. Consideration of board appointments to Code Advisory/Appeals
 - a. Todd Krasner-reappointment
 - b. Tom Allen-reappointment
 - c. Josh Hayes
8. Consideration of reappointment of Estelle Davis to the Civil Service Commission
10. Consideration of invoices over \$10,000.

X. ADJOURN.

MINUTES
CITY COUNCIL MEETING
May 5, 2020

Call to Order, Invocation, & Pledge, and Roll Call

The Council of the City of Jackson met in regular session on Tuesday, **May 5, 2020**, at 9:00 a.m. via Go-To-Meeting due to the COVID -19 pandemic. Mayor Scott Conger called the meeting called the meeting to order and asked Councilmember Gary Pickens gave the invocation and led the audience in the Pledge of Allegiance to the Flag. 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, Mr. Bobby Arnold, Finance, Mr. Stan Pilant, Planning, Ms. Susan White, Purchasing. Guests also in attendance were Ms. Fason from Jackson Housing Authority, Pam Finney, and Kelly Boyd. Also present was Sandy Maxwell recorder of the minutes.

Approval of Minutes:

The minutes for April 7, 2020, meeting were approved and signed.

Proclamations:

1. None

Invitation for Public Comment:

This was the time and place advertised for public comment to items for opposition or in favor of items on the first readings. Comments would have been done before the meeting via Social Media Outlets, calls, or emails to the Mayor's office or Councilmembers. This meeting is held remotely in accordance with Governor Bill Lee's Executive Order #16 public meetings can now be broadcast electronically due to the COVID-19 pandemic.

First Readings:

1. None

Second Readings:

1. **Consideration of a Budget Amendment for the Toyota Keep Jackson Beautiful Grant.**

Councilmember Wallace 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.

2. **Consideration of a Budget Amendment for the Tennessee Counts Census Grant.**

Councilmember Buchanan 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.

3. Consideration of a Budget Amendment to Reclass Animal Control from Solid Waste Fund to General Fund.

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.

4. Consideration of a Budget Amendment to Reclass Street Sweeping, Property, and Leaf Maintenance from Solid Waste Fund to General Fund.

Councilmember Pickens 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.

5. Consideration of a Budget Amendment to Write Off Inter-Fund Receivables and Payables between the General Fund and the Solid Waste Fund.

Councilmember Cisco 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.

6. Consideration of a Budget Amendment to Write Off Inter-Fund Receivables and Payables between General Fund and Sportsplex Fund.

Councilmember Taylor asked if this amendment would impact this FY. Bobby Arnold stated this budget amendment amount is not to exceed \$400,000. That number was based on the status of operations at the Sportsplex. At that particular time, it predated COVID-19 impact, which has created a great deal of uncertainty across the City, particularly the Sportsplex operations. As for future tournaments, some have been canceled, some are on hold, and some may still happen. The Sportsplex management team has, under the direction of the leadership of the Mayor, made efforts to reduce cost during this interim time. The results for the Sportsplex FY20, are still very much in flux and unclear. Hopefully, the actions that have been taken will allow us to stay within this budget amendment, but the impact could be more than that. Mayor Conger stated that if we exceed the maximum budget amendment that we will have to bring it back before the Council to amend the amendment. We're still looking at the impact. We have a skeleton crew at the Sportsplex right now. We won't know the impact probably; June will be known our full budget impact potentially. Councilmember Brooks asked if games are canceled through May. Mayor Conger stated, yes. And for June, we will make that determination by May 15 for the June 5 tournament, based on the state & Health Department decisions.

Councilmember Wallace 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.

7. Consideration of a Budget Amendment to Write Off Inter-Fund Receivables and Payables between Debt Service Fund and Sportsplex Fund.

Councilmember Taylor stated we don't expect any impact on debt service. Bobby Arnold agreed.

Councilmember Cisco 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. Consideration of an Ordinance to annex and an Ordinance to zone property referred to as "Kingston Creek" located on Cooper Anderson Road, east of Emerald Breeze Drive and south of Gatewick Drive, comprising 53.73 acres, more or less.

Councilmember Buchanan 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.

The proposed zoning classification for the annexation area is RS-2/FH (Single Family Residential/Special Food Hazard) District.

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

New Business:

1. Update on the FY 21 Budget and COVID 19 Impact.

Per Mayor Conger, this new business item is informational only, so no vote is required for the Councilmembers. Mr. Bobby Arnold gave an update of the City's current as well as future budget modifications due to the COVID-19 pandemic. He spoke to the ever-changing effect on the revenue streams and our need to cut expenses. For the full details, listen to the May 5, 2020 video at <https://www.youtube.com/c/CityofJacksonTN73>, from time marker 15:02 – 42.23.

2. Consideration of a contract award to Schaus, LLC for assistance with Coronavirus Pandemic Administrative Assistance including FEMA Public Assistance Project Application, Grants Portal Entry, and Project Management.

Susan White reminded the Council that several years ago, the City use this company when we had some tornadoes, and they proved to be an asset in the recovery. Mayor Conger stated that this company is also being used by Madison County, EMA Madison County, and was healthcare, and the fee for their service is entirely reimbursable.

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

3. Consideration of a Resolution to Approve Substantial Amendment to Annual Action Plan 2019-2020, Community Development.

Ms. Fason from Jackson Housing Authority explained that they received a grant and need to amend the budget so they can add the funds to the budget. The grant funds will be used to help citizens struggling with rent and utility payments during the COVID-19 pandemic. The screening process will be done through the United Way, and case management will be done through Southwest Human Resource 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.

4. Consideration of a Resolution to approve an application for the Governor's Local Government Support Grant.

Per Mayor Conger, initially, the Governor's first budget, first pass, was 100 million for the entire state, and our allocation was about \$752,000 for local projects, capital projects, road resurfacing, things like that. The Governor has amended this, and we will be presenting this when the legislature comes back in June for \$200 million, which will double what we have, which put it about 1.5 million dollars. The caveat to that are we have to determine what are spending the money on, pass a resolution, and pass a budget before July 1. Because we have no other capital funding this time, the Plan is for utilizing, roughly, give or take, \$475,000. If we get approved for the TA grant, for starting to restructure the process of Airways, and then the rest of those funds will be to street resurfacing.

Councilmember Taylor 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.

5. Consideration of a Street Acceptance Request for Wynchase Section 17-B, #325 - #381 Stornaway Drive

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.

6. Consideration of a Street Acceptance Request for Shepherd's Field Section 8A and 9B, #62 - #98 Samuel Drive, and #3 - #22 Jeremiah Drive.

Councilmember Cisco 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.

7. Consideration of a Street Acceptance Request for Shepherd's Field Section 10, #107 - #155 Abraham Drive, #45 - #58 Nathan Drive, and all of Jabez Cove.

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

8. Consideration of reappointment of Pam Finney to Jackson Energy Authority Board.

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.

9. Consideration of appointment of Kelly Boyd to Jackson Transit Authority Board.

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.

10. Consideration of invoices over \$10,000.

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

ADJOURN.

SCOTT CONGER, MAYOR

CITY OF JACKSON
 FY20 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 18

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY20 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY20 BUDGET
GENERAL FUND TO DEBT SERVICE			
UNRESERVED FUND BALANCE (DEBIT) 110-27150	-	(500,000.00)	(500,000.00)
TRANSFER FROM GENERAL FUND (CREDIT) 211-39691	-	500,000.00	500,000.00
TOTAL	-	-	-

EXPENDITURE Account/Description	APPROVED FY20 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY20 BUDGET
TOTAL EXPENDITURE	-	-	-

NOTES

Transfer \$500,000.00 from General Fund Unreserved Fund balance to Debt Service Revenue to offset \$500,000 Debt Service negative fund balance. Total amount is not to exceed \$500,000.

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 5/27/2020 By: Cathy Keck

CITY OF JACKSON
 FY20 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 17

MAYOR APPROVAL DATE: _____
 COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY20 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY20 BUDGET
Foundation Dog Park			
Foundation: Dog Park	110-33472	-	88,336.25
R.E. Taxes 2018	110-31118	381,340.00	(21,336.25)
TOTAL GRANT REVENUE	381,340.00	67,000.00	448,340.00
EXPENDITURE			
Account/Description	APPROVED FY20 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY20 BUDGET
AMEND FOR GRANT			
Foundation: Dog Park	110-41904-300	-	88,336.25
TOTAL GRANT EXPENDITURE	-	88,336.25	88,336.25

Revise Foundation Dog Park Contribution grant to configure within the \$100,000 donated Revenue. \$33,000 of the revenue was receipted last year, which \$21,336.25 is being supplemented with R.E. taxes 2018 FY20 receipted funds over budget amount for FY20 Dog Park Revenue.

NOTES

AMENDMENTS ENTERED BY: _____
AMENDMENTS ENTERED DATE: _____

Created Date: 5/27/2020 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: Jackson City Council

FROM: Planning Staff

RE: Text Amendment-City Zoning Ordinance SC-1 (Planned Unit Commercial Development) District

DATE: May 19, 2020

The Jackson Municipal Regional Planning Commission met, on Wednesday, May 6, 2020, and unanimously recommended approval of an amendment to the text of the Official Zoning Ordinance of the City of Jackson, ARTICLE V, SPECIFIC DISTRICT REGULATIONS, SECTION 13 C. USES PERMITTED, to allow Type III Climate Controlled Storage facilities, as a use permitted in the SC-1 zone, submitted by PGM Properties, LLC.

After the administrative review, the city staff, recommended approval of the text amendment, as requested.

Attached for your consideration and review is all information relative to this request.

Scott Conger, Mayor

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: _____

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: Jackson City Council

FROM: Planning Staff

RE: Street and Alley Closure and Abandonment

DATE: May 22, 2020

The Jackson Municipal Regional Planning Commission met, on Wednesday, May 6, 2020, and unanimously recommended approval of a staff initiated request to close and abandon Lawler Avenue and Arnold, and Porter alleys.

After the administrative review, the city staff, recommended approval of the requested closures.

Attached for your consideration and review is all information relative to this request.

Scott Conger, Mayor

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



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

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF JACKSON**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Jackson, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter removal on Interstate and State Routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001560
Contract #: CMA 2172

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.3. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.4. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This 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 for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Forty-Seven thousand Nine hundred Twenty-Eight dollars and Sixty cents (\$47,928.60). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from

the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TDOT District 48 Maintenance
300 Benchmark Place
Jackson, TN 38301

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service

v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor 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 Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall

give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be

addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Burton Hatch, Operations District Supervisor
State of Tennessee, Department of Transportation
300 Benchmark Place
Jackson, TN 38301
burton.hatch@tn.gov
Telephone # 731-935-0281 FAX # 731-935-0282

The Contractor:

City of Jackson
121 East Main St.
Linda Reaves
lreaves@cityofjackson.net
Telephone # 731-425-8541

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF JACKSON:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

“EXHIBIT A”
GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
435	Machine Mowing**	Acres
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of the removal by mechanical sweeping, or other approved means, of dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas and ramps at interchanges as detailed below.

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

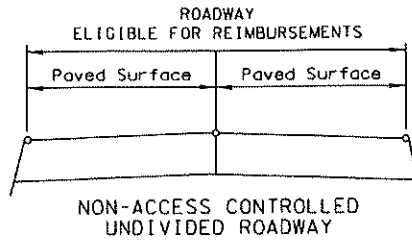


FIGURE 1A

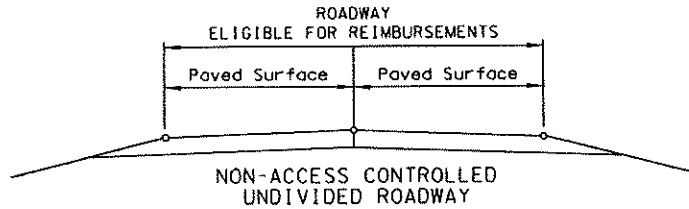


FIGURE 1B

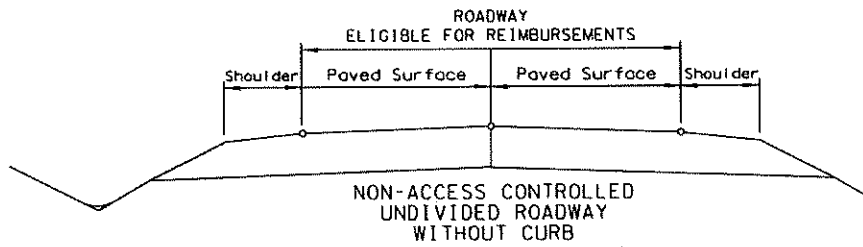


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

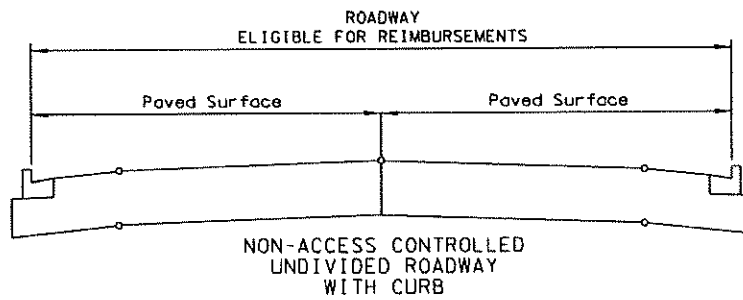


FIGURE 1D

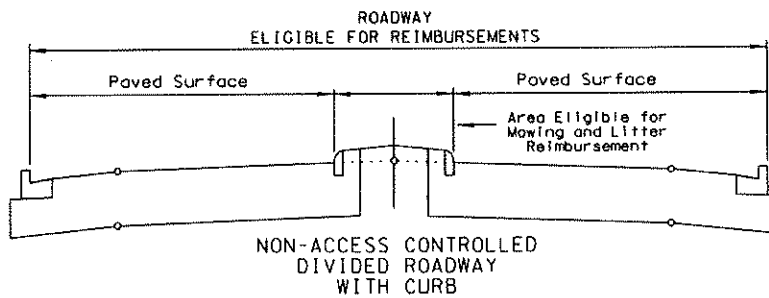


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

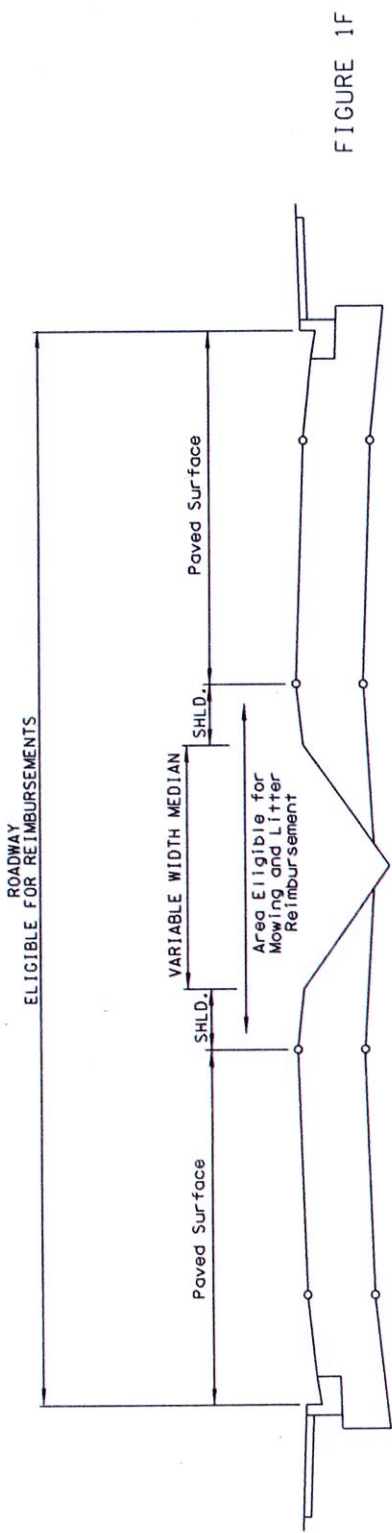


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

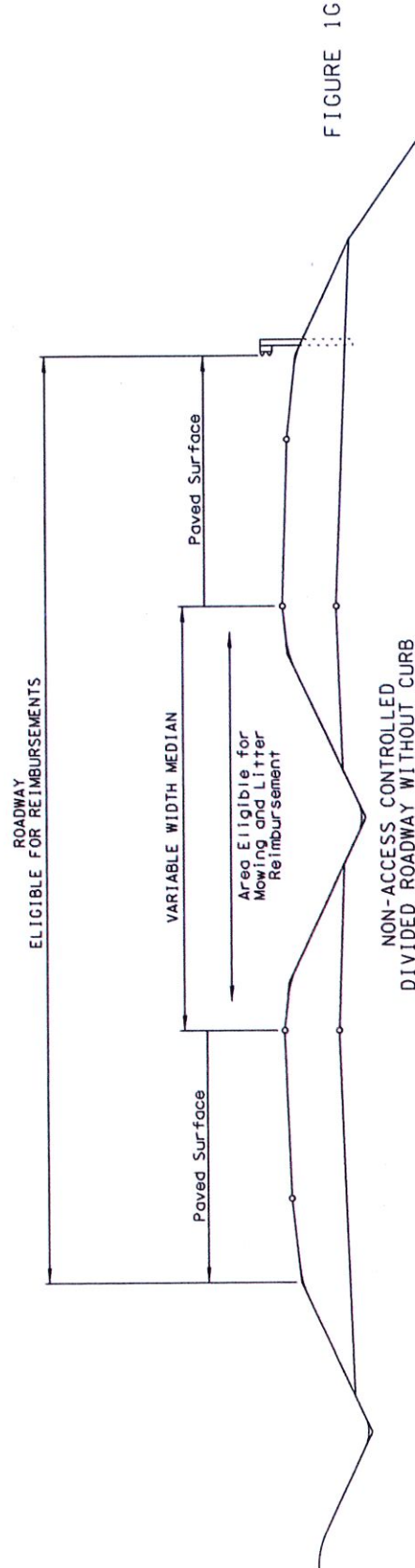


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

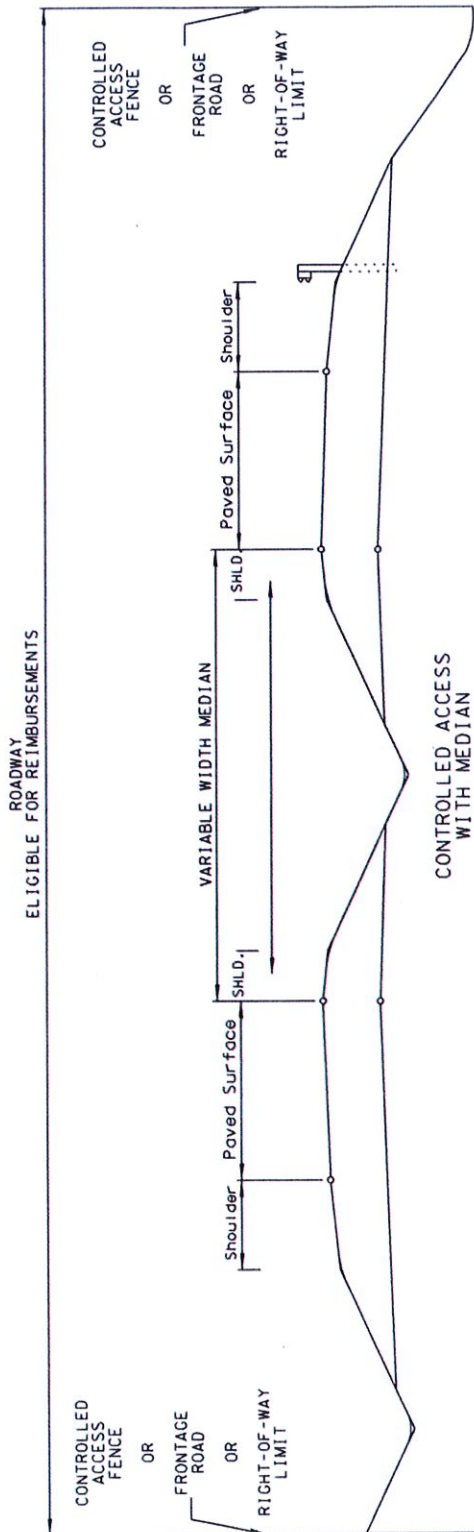


FIGURE 2A

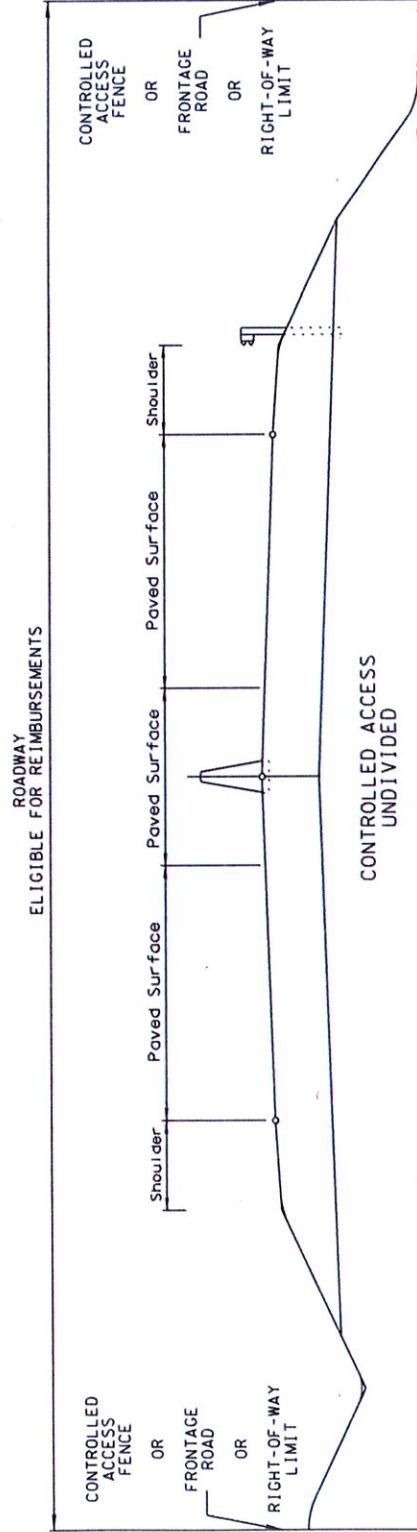


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2020-2021 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2020-2021 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT B"

CITY OF JACKSON

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2020 and ending June 30, 2021

Job Title Classification	Low Rate	High Rate
Utility Worker I	16.65	
Maintenance Worker I	17.65	
Maintenance Worker II	18.80	
Maintenance Worker III	21.11	
Maintenance Worker IV	22.72	
Group Leader V	25.02	
Equipment Operator II	18.80	
Equipment Operator III	21.11	
Superintendent	28.07	
Assistant Superintendent	26.97	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF JACKSON**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Jackson, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001560
Contract #: CMA 2173

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This 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 for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Seventy-Five thousand and One Hundred Seventeen Dollars and Five Cents (\$175,117.05). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TDOT District 48 Maintenance
300 Benchmark Place
Jackson, TN 38301

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)

- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor 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

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
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- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:
Burton Hatch, Operations District Supervisor
State of Tennessee, Department of Transportation
300 Benchmark Place
Jackson, TN 38301
burton.hatch@tn.gov
Telephone # 731-935-0281 FAX # 731-935-0282

The Contractor:
City of Jackson
121 East Main St.
Linda Reaves
lreaves@cityofjackson.net
Telephone # 731-425-8541

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E.5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF JACKSON:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Crosswalk Striping
2. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
4. Storm drainage
5. Traffic control signs and signals and any other traffic control or monitoring devices.
6. Street lighting
7. Street name signs
8. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
9. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$	0.15
Total Roadway Surface Area (YD^2):		1081849
Calculated Maximum Reimbursement (Roadway Surface):	\$	162,277.35

Roadway Surface Inventory Worksheet

Route	Street Name	Action	Grossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
5	N. Highland Ave.	BEGIN	Seavers Rd.	1D	No	7.3	8.21	4804.8	86		0.00	45912.53
5	N. Highland Ave.	CHANGE	Chester Levee Rd.	1D	No	8.21	8.91	3696	73		0	29978.67
5	N. Highland Ave.	CHANGE	Harts Bridge Rd.	1D	No	8.91	9.61	3696	86		0	35317.33
5	N. Highland Ave.	CHANGE	Bond St.	1G	No	9.61	11.22	8500.8	73	34	32114.13	101065.07
5	N. Highland Ave.	CHANGE	S. Royal St.	1D	No	11.22	11.94	3801.6	86		0.00	36326.40
5	N. Highland Ave.	CHANGE	E. Chester St.	1D	No	11.94	12.49	2904	60		0.00	19360.00
5	N. Highland Ave.	CHANGE	N. Liberty St.	1D	No	12.49	15.09	13728	46		0.00	70165.33
5	N. Highland Ave.	CHANGE	North Pkwy.	1D	No	15.09	19.7	24340.8	73		0.00	197430.93
5	N. Highland Ave.	END	Ashport Rd.	1D	No	19.7						
1	Airways Blvd	BEGIN	Cypress Grove Park	1G	No	12.06	12.84	4118.4	60	25	11440.00	38936.00
1	Airways Blvd	CHANGE	Hicks Creek Bridge	1G	No	12.84	13.04	1056	80	25	2933.33	12320.00
1	Airways Blvd	CHANGE	Fastenal	1G	No	13.04	13.28	1267.2	70	25	3520.00	13376.00
1	Airways Blvd	CHANGE	S Fk. Forked Deer Rv	1G	No	13.28	13.7	2217.6	60	25	6160.00	20944.00
1	Airways Blvd	CHANGE	Experiment Station Rd.	1G	No	13.7	13.88	950.4	70	25	2640.00	10032.00
1	Airways Blvd	SHIFT	45 Bypass	1C	No	13.88	14.06	950.4	104		0.00	10982.40
1	Airways Blvd	CHANGE	Gill St.	1G	No	14.06	14.87	4276.8	78	23	10929.60	47995.20
1	Airways Blvd	CHANGE	Railroad crossing	1C	No	14.87	15.4	2798.4	80		0	24874.67
1	Airways Blvd	SHIFT	Sycamore st	1D	No	15.4	15.66	1372.8	92		0	14033.07
1	Sycamore st	SHIFT	E. Chester St.	1D	No	15.66	16.3	3379.2	65		0	24405.33
1	E. Chester St.	SHIFT	Dr. F. E. Wright Dr.	1F	No	16.3	18.32	10665.6	55	27	31996.8	97175.47
1	Dr. F. E. Wright Dr.	SHIFT	Whitehall St.	1C	No	18.32	18.49	897.6	95		0	9474.67
1	Whitehall St.	CHANGE	Pinnacle Dr.	1C	No	18.49	19.35	4540.8	32		0	16145.07
1	Whitehall St.	END	North Pkwy. E.	1C	No	19.35						
18	Bolivar Hwy.	BEGIN	Hudson Dr.	1A	No	8.4	9.61	6388.8	24		0	17036.80
18	Bolivar Hwy.	CHANGE	Quinn Dr.	1C	No	9.61	9.74	686.4	36		0	2745.60
18	Bolivar Hwy.	SHIFT	Secondary Exit onto SR5	1C	No	9.74	9.8	316.8	45		0	1584.00
18	Bolivar Hwy.	CHANGE	Primary Exit onto SR 5	1D	No	9.8	9.83	158.4	56		0	985.60
18	Bolivar Hwy.	END	S. Highland	1D	No	9.83						

20 Hollywood Dr.	BEGIN	BP gas station	1D	No	7.82	8.96	6019.2	65			0	43472.00
20 Hollywood Dr.	SHIFT	North Parkway	1D	No	8.96	9.74	4118.4	65			0	29744.00
20 North Parkway	CHANGE	Wallace Rd.	1E	No	9.74	10.4	3484.8	50	15	5808	0	25168.00
20 North Parkway	CHANGE	Rutledge Rd	1D	No	10.4	11.2	4224	63			0	29568.00
20 North Parkway	CHANGE	Campbell St.	1D	No	11.2	12	4224	63			0	29568.00
20 North Parkway	END	N. Royal St.	1D	No	12							
198 Chester St.	BEGIN	Hwy 70	1D	No	0	0.6	3168	32			0	11264.00
198 Chester St.	CHANGE	Hollan Dr	1B	No	0.6	1.63	5438.4	24			0	14502.40
198 Chester St.	END	Avalon Dr.	1B	No	1.63							
Total Length (mi.):											26.930	
Total Roadway Surface:											1081849	

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre: \$ 45.00
Calculated Maximum Reimbursement (Mowing): \$7,157.70

Mowing Inventory Worksheet									
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)	
1	1G	12.06	13.69	6.34	0	6.34	6	38.04	
1	2A	13.94	15.34	4.24	3.39	7.63	6	45.78	
1	1G	16.4	18.41	6.85	0	6.85	6	41.10	
5	1G	9.8	11.46	5.69	0	5.69	6	34.14	
Total Contract Area (acres):								159.06	

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Calculated Maximum Reimbursement (Litter): \$ 5,682.00

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
1	1G	12.06	13.69	1.60	1	1.6	\$ 50.00	12	19.20	960.00
1	2A	13.94	15.34	1.40	3	4.2	\$ 50.00	12	50.40	2520.00
1	1G	16.40	18.41	2.01	1	2.01	\$ 50.00	12	24.12	1206.00
5	1G	9.80	11.46	1.66	1	1.66	\$ 50.00	12	19.92	996.00
									Total Contract Litter (mi.):	113.64
									Total Contract Litter (\$):	5682.00

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

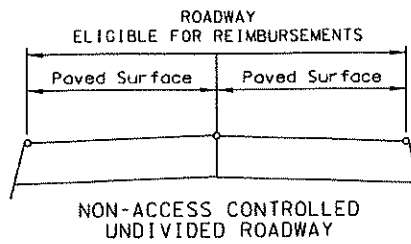


FIGURE 1A

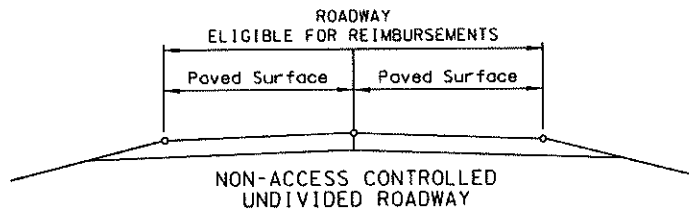


FIGURE 1B

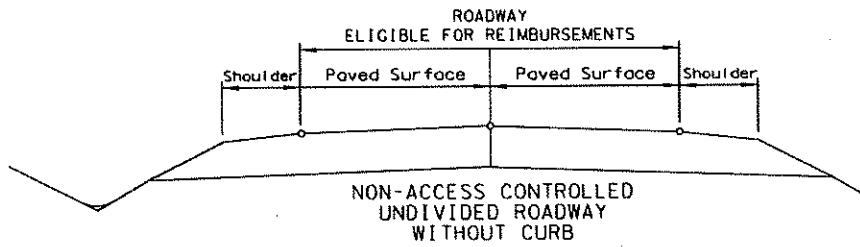


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

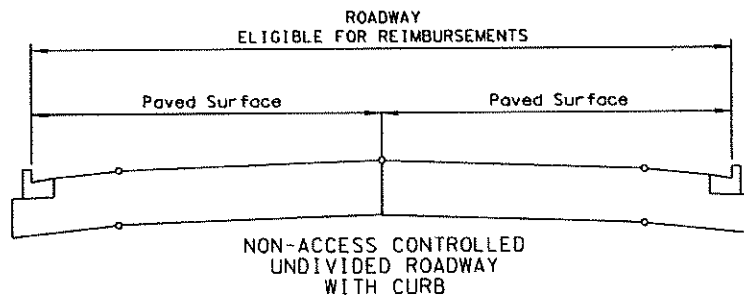


FIGURE 1D

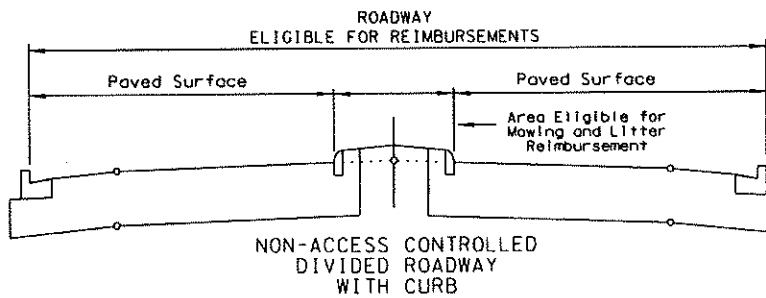


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

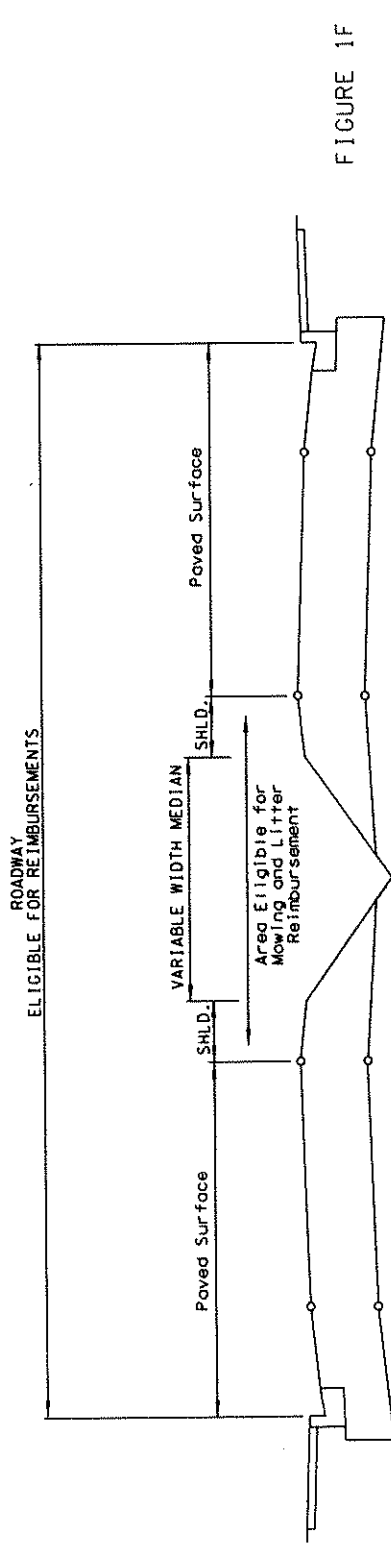


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

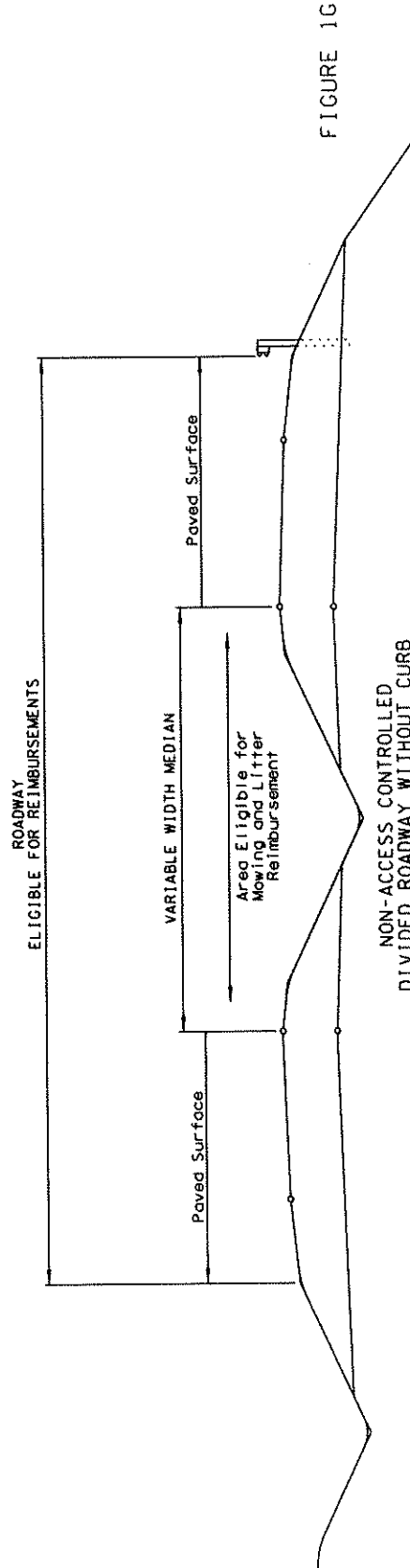


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

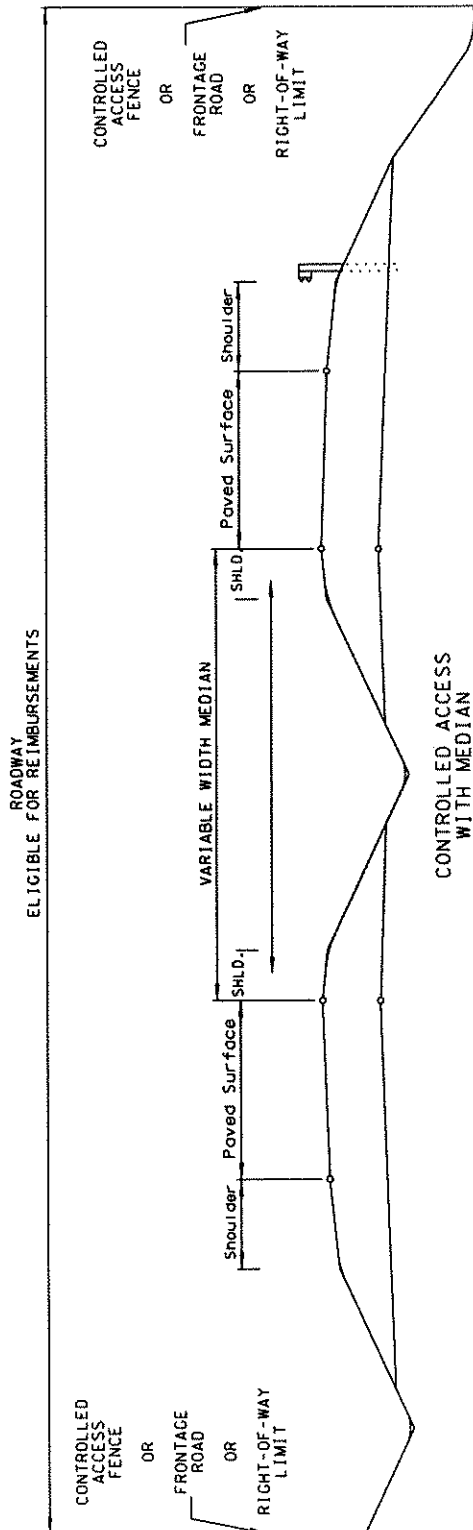


FIGURE 2A

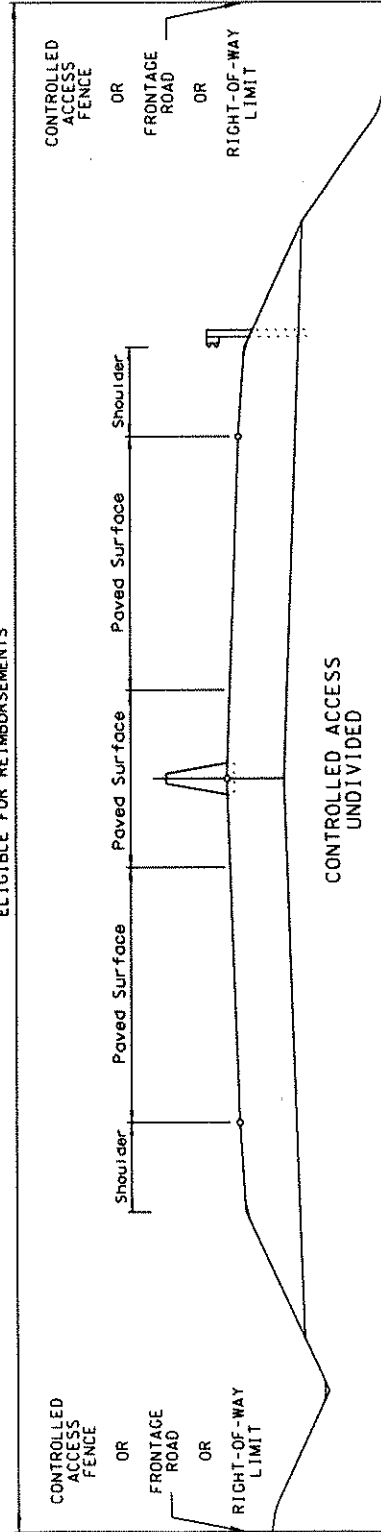


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2020-2021 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2020-2021 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRE (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRE (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRE (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT B"

CITY OF JACKSON

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2020 and ending June 30, 2021

Job Title Classification	Low Rate	High Rate
Utility Worker I	16.65	
Maintenance Worker I	17.65	
Maintenance Worker II	18.80	
Maintenance Worker III	21.11	
Maintenance Worker IV	22.72	
Group Leader V	25.02	
Equipment Operator II	18.80	
Equipment Operator III	21.11	
Superintendent	28.07	
Assistant Superintendent	26.97	



Alexander Thompson Arnold PLLC

227 Oil Well Road, Jackson, TN 38305
☎ 731.427.8571 ☎ 731.424.5701
www.atacpa.net

February 28, 2020

To the Council Members and Mayor
City of Jackson, Tennessee
101 East Main Street
Jackson, TN 38301

We are pleased to confirm our understanding of the services we are to provide City of Jackson, Tennessee for the Year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Jackson, Tennessee as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Jackson, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Jackson, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios Based on Participation in the Public Employee Pension Plan of TCRS.
- 3) Schedule of Contributions Based on Participation in the Public Employee Pension Plan of TCRS.
- 4) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios Based on Participation in the City of Jackson, TN Pension Plan.
- 5) Schedule of Contributions Based on Participation in the City of Jackson, TN Pension Plan.
- 6) Schedule of Changes in total OPEB Liability Based on Participation in the City of Jackson OPEB Plan.
- 7) Schedule of Contributions and Notes to OPEB Required Supplementary Information.

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

- 1) Combining Balance Sheet - Other Governmental Funds.
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Other Governmental Funds.
- 3) Individual Funds - Schedules of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - (Nonmajor Special Revenue Funds).

- 4) Individual Funds - Schedules of Revenues, Expenditures, and Changes in Fund Balances - (Debt Service or Capital Projects Funds).
- 5) Schedule of Investments.
- 6) Schedule of Changes in Property Taxes Receivable.
- 7) Schedule of Uncollected Delinquent Taxes Filed.
- 8) Schedule of Tax Rates and Assessments.
- 9) Schedule of Long-term Debt.
- 10) Schedule of Expenditures of Federal Awards.
- 11) Schedule of State Financial Assistance.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Letter of Transmittal.
- 2) Administrative Organizational Chart.
- 3) List of Principal Officials.
- 4) General Government Expenditures by Function.
- 5) General Government Revenues by Source.
- 6) Ratio of Annual Debt Service Expenditures for General Obligation Bonded Debt to General Government Expenditures.
- 7) General Description.
- 8) Demographic Information.
- 9) Pro Forma General Obligation Debt Statement.
- 10) Schedule of Assessed, Appraised and Estimated Actual Values.
- 11) Schedule of Ten Largest Taxpayers.
- 12) Summary of Revenues and Expenditures - General Fund and Debt Service Fund.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

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

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

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to The Members of the City Council of the City of Jackson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material

noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

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

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

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, capital assets schedule, data collection form, GASB 68 and 75 entries, and related notes of the City of Jackson, Tennessee in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us

during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2020.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that include our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

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

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

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

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

The audit documentation for this engagement is the property of Alexander Thompson Arnold, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Alexander Thompson Arnold, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

We expect to begin our audit on *a date mutually agreed upon* and to issue our reports no later than **December 31, 2020**. **Matt Wood** is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.


Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed **\$79,400**. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Governmental Auditing Standards require that we provide a copy of our most recent external peer view report, and any subsequent peer review reports received during the period of the contract, when requested by you. If you

would like a copy of the peer review report, please email bknox@atacpa.net with your request or you may obtain a copy from our web-site at <http://atacpa.net/wp-content/uploads/2018/02/ata-milan-.pdf>.

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

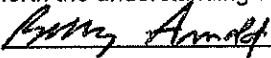
Very truly yours,

By: 

Partner – Alexander Thompson Arnold PLLC

RESPONSE:

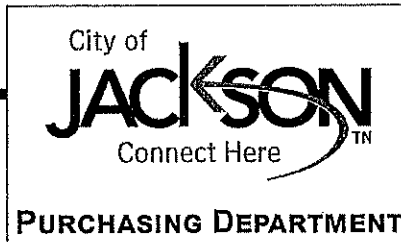
This letter correctly sets forth the understanding of the City of Jackson, Tennessee.

Management signature: 

Title: DIRECTOR OF FINANCE

Date: 3/17/20

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: May 20, 2020

Subject: Items for June, 2020 City Council meeting

For the June, 2020 City Council meeting, I will have the following item:

1. Consideration of a contract with Traf Mark Industries for on call pavement marking maintenance based upon unit pricing.

Scott Conger, Mayor

On-call pavement marking maintenance:

- Used for refreshing or placing new markings on the streets, such as turn arrows, stop markings, and various others.
- This contract is a one year agreement with four, one year options to renew.
- The entire amount of this bid will be used over the years and not just in one year.
- Award based upon unit pricing allows the city to use only what we need when we need it at locked in pricing for a specific period of time.



M E M O R A N D U M

Scott Chandler, City Engineer
City of Jackson
117 East Main Street, Suite 206
Jackson, TN 38301
Phone: (731) 425-8220
Fax: (731) 425-8209

To: Susan White
Cc: Mayor Conger
From: Scott Chandler
Date: May 20, 2020
Re: On-Call Pavement Marking Maintenance

The Engineering Department has reviewed the bid tabulations for the On-Call Pavement Marking Maintenance contract and no errors were found in the bids. It is the recommendation of the Engineering Department to award this project to Traf-Mark Industries, L.L.C. We would request the award for this contract be based on unit prices rather than the total bid amount. Please add this contract to the June 2, 2020 City Council Agenda.



**CITY OF JACKSON
ON-CALL PAVEMENT MARKING MAINTENANCE**

BID TABULATION					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Traf-Mark Industries, LLC
1	PLASTIC PAVEMENT MARKING (4" LINE)	L.M.	2	\$ 3,600.00	\$ 7,200.00
2	RETRACING PAVEMENT MARKINGS - PLASTIC (4" LINE)	L.M.	20	\$ 3,100.00	\$ 62,000.00
3	PLASTIC PAVEMENT MARKING (4" LINE) **SMALL QUANTITY**	L.F.	1320	\$ 3.50	\$ 4,620.00
4	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	2	\$ 1,300.00	\$ 2,600.00
5	RETRACING PAVEMENT MARKINGS - PAINTED (4" LINE)	L.M.	50	\$ 675.00	\$ 33,750.00
6	SPRAY THERMO PAVEMENT MARKING (4" LINE)	L.M.	2	\$ 3,100.00	\$ 6,200.00
7	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (4" LINE)	L.M.	50	\$ 2,700.00	\$ 135,000.00
8	REMOVAL OF PAVEMENT MARKING (4"LINE)	L.F.	300	\$ 1.10	\$ 330.00
9	REMOVAL OF PAVEMENT MARKING (4"DOTTED LINE)	L.F.	300	\$ 1.10	\$ 330.00
10	PLASTIC PAVEMENT MARKING (6" LINE)	L.M.	2	\$ 4,000.00	\$ 8,000.00
11	RETRACING PAVEMENT MARKINGS - PLASTIC (6" LINE)	L.M.	5	\$ 3,500.00	\$ 17,500.00
12	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	2	\$ 1,300.00	\$ 2,600.00
13	RETRACING PAVEMENT MARKINGS - PAINTED(6" LINE)	L.M.	5	\$ 675.00	\$ 3,375.00
14	PLASTIC PAVEMENT MARKING (6" DOTTED LINE)	L.F.	200	\$ 3.00	\$ 600.00
15	SPRAY THERMO PAVEMENT MARKING (6IN LINE)	L.M.	2	\$ 3,500.00	\$ 7,000.00
16	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (6" LINE)	L.M.	5	\$ 3,100.00	\$ 15,500.00
17	REMOVAL OF PAVEMENT MARKING (6"LINE)	L.F.	200	\$ 1.50	\$ 300.00

BID FORM (2 of 3)

BID TABULATION						
18	REMOVAL OF PAVEMENT MARKING (8" DOTTED LINE)	L.F.	200	\$ 1.50	\$	300.00
19	PLASTIC PAVEMENT MARKING (8" BARRIER LINE)	L.F.	500	\$ 3.00	\$	1,500.00
20	RETRACING PAVEMENT MARKINGS - PLASTIC (8" BARRIER LINE)	L.F.	500	\$ 3.00	\$	1,500.00
21	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	L.F.	500	\$ 1.50	\$	750.00
22	RETRACING PAVEMENT MARKINGS - PAINTED (8" BARRIER LINE)	L.F.	500	\$ 1.50	\$	750.00
23	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	400	\$ 3.00	\$	1,200.00
24	SPRAY THERMO PAVEMENT MARKING (8IN BARRIER)	L.F.	500	\$ 2.50	\$	1,250.00
25	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (8" BARRIER LINE)	L.F.	500	\$ 2.50	\$	1,250.00
26	REMOVAL OF PAVEMENT MARKING (8" BARRIER LINE)	L.F.	50	\$ 2.00	\$	100.00
27	REMOVAL OF PAVEMENT MARKING (8" DOTTED LINE)	L.F.	50	\$ 2.00	\$	100.00
28	PAINTED PAVEMENT MARKING (PARKING LINE)	L.F.	5000	\$ 2.45	\$	12,250.00
29	RETRACING PAINTED PAVEMENT MARKING (PARKING LINE)	L.F.	5000	\$ 1.50	\$	7,500.00
30	PLASTIC PAVEMENT MARKING (PARKING LINE)	L.F.	5000	\$ 3.50	\$	17,500.00
31	RETRACING PLASTIC PAVEMENT MARKING (PARKING LINE)	L.F.	5000	\$ 2.95	\$	14,750.00
32	REMOVAL OF PAVEMENT MARKING (PARKING LINE)	L.F.	500	\$ 1.00	\$	500.00
33	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	300	\$ 15.00	\$	4,500.00
34	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	50	\$ 4.00	\$	200.00
35	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	100	\$ 30.00	\$	3,000.00
36	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	25	\$ 12.00	\$	300.00
37	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	200	\$ 17.00	\$	3,400.00
38	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	25	\$ 6.00	\$	150.00
39	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	3	\$ 210.00	\$	630.00
40	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	200	\$ 27.00	\$	5,400.00
41	REMOVAL OF PAVEMENT MARKING (WORDS, ARROWS, & SYMBOLS)	S.F.	250	\$ 3.50	\$	875.00
42	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	3	\$ 225.00	\$	675.00
43	PLASTIC WORD PAVEMENT MARKING (RXR INCLUDING TRANSVERSE BARS)	EACH	3	\$ 675.00	\$	2,025.00
44	PLASTIC WORD PAVEMENT MARKING (SCHOOL)	EACH	3	\$ 340.00	\$	1,020.00
45	PLASTIC WORD PAVEMENT MARKING (BIKE LANE)	EACH	3	\$ 450.00	\$	1,350.00
46	PLASTIC WORD PAVEMENT MARKING (STOP)	EACH	3	\$ 225.00	\$	675.00
47	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	3	\$ 250.00	\$	750.00
48	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	EACH	3	\$ 225.00	\$	675.00
49	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	3	\$ 225.00	\$	675.00
50	PLASTIC PAVEMENT MARKING (BICYCLE SYMBOL W/RIDER)	EACH	3	\$ 250.00	\$	750.00
51	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	20	\$ 25.00	\$	500.00

BID FORM (3 of 3)

BID TABULATION						
52	PLASTIC PAVEMENT MARKING (BIKELANE ARROW)	EACH	3	\$ 150.00	\$	450.00
53	PLASTIC PAVEMENT MARKING (LANE REDUCTION ARROW)	EACH	3	\$ 250.00	\$	750.00
54	PLASTIC PAVEMENT MARKING-(BIKE SYMBOL/ARROW)	EACH	3	\$ 350.00	\$	1,050.00
55	SNWPLWBLE PVMT MRKRS (BI-DIR) (1 COLOR)	EACH	50	\$ 48.00	\$	2,400.00
56	SNWPLWBLE PVMT MRKRS (BI-DIR) (2 COLOR)	EACH	50	\$ 48.00	\$	2,400.00
			TOTAL BASE BID		\$	402,705.00

** ITEM #3 : ITEM WILL BE USED WHEN A SINGLE WORK ORDER IS ISSUED FOR A QUANTITY OF
1320 L.F. OR LESS

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 June 2020

DATE: May 22, 2020

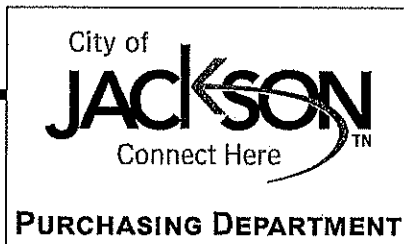
Please place the following planning related council agenda item under First Reading on the June, 2020 City Council Agenda:

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.

There are no planning related council agenda items being submitted for Second Reading for the June, 2020 City Council Agenda.

Scott Conger, Mayor

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: May 20, 2020

Subject: Items for June, 2020 City Council meeting

For the June, 2020 City Council meeting, I will have the following item:

1. Consideration of a contract with Traf Mark Industries for on call pavement marking maintenance based upon unit pricing.

Scott Conger, Mayor

On-call pavement marking maintenance:

- Used for refreshing or placing new markings on the streets, such as turn arrows, stop markings, and various others.
- This contract is a one year agreement with four, one year options to renew.
- The entire amount of this bid will be used over the years and not just in one year.
- Award based upon unit pricing allows the city to use only what we need when we need it at locked in pricing for a specific period of time.



M E M O R A N D U M

Scott Chandler, City Engineer
City of Jackson
117 East Main Street, Suite 206
Jackson, TN 38301
Phone: (731) 425-8220
Fax: (731) 425-8209

To: Susan White
Cc: Mayor Conger
From: Scott Chandler
Date: May 20, 2020
Re: On-Call Pavement Marking Maintenance

The Engineering Department has reviewed the bid tabulations for the On-Call Pavement Marking Maintenance contract and no errors were found in the bids. It is the recommendation of the Engineering Department to award this project to Traf-Mark Industries, L.L.C. We would request the award for this contract be based on unit prices rather than the total bid amount. Please add this contract to the June 2, 2020 City Council Agenda.



**CITY OF JACKSON
ON-CALL PAVEMENT MARKING MAINTENANCE**

BID TABULATION					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Traf-Mark Industries, LLC
1	PLASTIC PAVEMENT MARKING (4" LINE)	L.M.	2	\$ 3,600.00	\$ 7,200.00
2	RETRACING PAVEMENT MARKINGS - PLASTIC (4" LINE)	L.M.	20	\$ 3,100.00	\$ 62,000.00
3	PLASTIC PAVEMENT MARKING (4" LINE) **SMALL QUANTITY**	L.F.	1320	\$ 3.50	\$ 4,620.00
4	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	2	\$ 1,300.00	\$ 2,600.00
5	RETRACING PAVEMENT MARKINGS - PAINTED (4" LINE)	L.M.	50	\$ 675.00	\$ 33,750.00
6	SPRAY THERMO PAVEMENT MARKING (4" LINE)	L.M.	2	\$ 3,100.00	\$ 6,200.00
7	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (4" LINE)	L.M.	50	\$ 2,700.00	\$ 135,000.00
8	REMOVAL OF PAVEMENT MARKING (4"LINE)	L.F.	300	\$ 1.10	\$ 330.00
9	REMOVAL OF PAVEMENT MARKING (4"DOTTED LINE)	L.F.	300	\$ 1.10	\$ 330.00
10	PLASTIC PAVEMENT MARKING (6" LINE)	L.M.	2	\$ 4,000.00	\$ 8,000.00
11	RETRACING PAVEMENT MARKINGS - PLASTIC (6" LINE)	L.M.	5	\$ 3,500.00	\$ 17,500.00
12	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	2	\$ 1,300.00	\$ 2,600.00
13	RETRACING PAVEMENT MARKINGS - PAINTED(6" LINE)	L.M.	5	\$ 675.00	\$ 3,375.00
14	PLASTIC PAVEMENT MARKING (6" DOTTED LINE)	L.F.	200	\$ 3.00	\$ 600.00
15	SPRAY THERMO PAVEMENT MARKING (6IN LINE)	L.M.	2	\$ 3,500.00	\$ 7,000.00
16	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (6" LINE)	L.M.	5	\$ 3,100.00	\$ 15,500.00
17	REMOVAL OF PAVEMENT MARKING (6"LINE)	L.F.	200	\$ 1.50	\$ 300.00

BID FORM (2 of 3)

BID TABULATION						
18	REMOVAL OF PAVEMENT MARKING (6"DOTTED LINE)	L.F.	200	\$ 1.50	\$	300.00
19	PLASTIC PAVEMENT MARKING (8" BARRIER LINE)	L.F.	500	\$ 3.00	\$	1,500.00
20	RETRACING PAVEMENT MARKINGS - PLASTIC (8" BARRIER LINE)	L.F.	500	\$ 3.00	\$	1,500.00
21	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	L.F.	500	\$ 1.50	\$	750.00
22	RETRACING PAVEMENT MARKINGS - PAINTED (8" BARRIER LINE)	L.F.	500	\$ 1.50	\$	750.00
23	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	400	\$ 3.00	\$	1,200.00
24	SPRAY THERMO PAVEMENT MARKING (8IN BARRIER)	L.F.	500	\$ 2.50	\$	1,250.00
25	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (8" BARRIER LINE)	L.F.	500	\$ 2.50	\$	1,250.00
26	REMOVAL OF PAVEMENT MARKING (8" BARRIER LINE)	L.F.	50	\$ 2.00	\$	100.00
27	REMOVAL OF PAVEMENT MARKING (8"DOTTED LINE)	L.F.	50	\$ 2.00	\$	100.00
28	PAINTED PAVEMENT MARKING (PARKING LINE)	L.F.	5000	\$ 2.45	\$	12,250.00
29	RETRACING PAINTED PAVEMENT MARKING (PARKING LINE)	L.F.	5000	\$ 1.50	\$	7,500.00
30	PLASTIC PAVEMENT MARKING (PARKING LINE)	L.F.	5000	\$ 3.50	\$	17,500.00
31	RETRACING PLASTIC PAVEMENT MARKING (PARKING LINE)	L.F.	5000	\$ 2.95	\$	14,750.00
32	REMOVAL OF PAVEMENT MARKING (PARKING LINE)	L.F.	500	\$ 1.00	\$	500.00
33	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	300	\$ 15.00	\$	4,500.00
34	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	50	\$ 4.00	\$	200.00
35	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	100	\$ 30.00	\$	3,000.00
36	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	25	\$ 12.00	\$	300.00
37	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	200	\$ 17.00	\$	3,400.00
38	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	25	\$ 6.00	\$	150.00
39	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	3	\$ 210.00	\$	630.00
40	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	200	\$ 27.00	\$	5,400.00
41	REMOVAL OF PAVEMENT MARKING (WORDS, ARROWS, & SYMBOLS)	S.F.	250	\$ 3.50	\$	875.00
42	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	3	\$ 225.00	\$	675.00
43	PLASTIC WORD PAVEMENT MARKING (RXR INCLUDING TRANSVERSE BARS)	EACH	3	\$ 675.00	\$	2,025.00
44	PLASTIC WORD PAVEMENT MARKING (SCHOOL)	EACH	3	\$ 340.00	\$	1,020.00
45	PLASTIC WORD PAVEMENT MARKING (BIKE LANE)	EACH	3	\$ 450.00	\$	1,350.00
46	PLASTIC WORD PAVEMENT MARKING (STOP)	EACH	3	\$ 225.00	\$	675.00
47	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	3	\$ 250.00	\$	750.00
48	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	EACH	3	\$ 225.00	\$	675.00
49	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	3	\$ 225.00	\$	675.00
50	PLASTIC PAVEMENT MARKING (BICYCLE SYMBOL W/RIDER)	EACH	3	\$ 250.00	\$	750.00
51	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	20	\$ 25.00	\$	500.00

BID FORM (3 of 3)

BID TABULATION						
52	PLASTIC PAVEMENT MARKING (BIKELANE ARROW)	EACH	3	\$ 150.00	\$	450.00
53	PLASTIC PAVEMENT MARKING (LANE REDUCTION ARROW)	EACH	3	\$ 250.00	\$	750.00
54	PLASTIC PAVEMENT MARKING-(BIKE SYMBOL/ARROW)	EACH	3	\$ 350.00	\$	1,050.00
55	SNWPLWBLE PVMT MRKRS (BI-DIR) (1 COLOR)	EACH	50	\$ 48.00	\$	2,400.00
56	SNWPLWBLE PVMT MRKRS (BI-DIR) (2 COLOR)	EACH	50	\$ 48.00	\$	2,400.00
			TOTAL BASE BID		\$	402,705.00

** ITEM #3 : ITEM WILL BE USED WHEN A SINGLE WORK ORDER IS ISSUED FOR A QUANTITY OF 1320 L.F. OR LESS

RESOLUTION

**A RESOLUTION APPROVING THE FIVE-YEAR CONSOLIDATED PLAN (2020-2024)
AND
ANNUAL ACTION PLAN-YEAR 1 (2020-2021)**

WHEREAS, A Five-Year Consolidated Plan was prepared by the Jackson Housing Authority for the purpose of identifying needs, setting goals and objectives, establishing priorities and developing strategies for the Jackson Community Development Program for the period of July 1, 2020 through June 30, 2025; and

WHEREAS, the Annual Action Plan-Year 1 was developed to carry out the goals and objectives of the Five-Year Consolidated Plan (2020-2024) for the period of July 1, 2020 through June 30, 2025; and

WHEREAS, the Annual Action Plan-Year 1 establishes programs and projects as well as identifies the resources to implement these programs and projects; and

WHEREAS, the community was instrumental in the development of the Five-Year Consolidated Plan and the Annual Action Plan-Year 1; and

WHEREAS, the Board of Commissioners of the Jackson Housing Authority have approved the recommendation of the Five-Year Consolidated Plan (2020-2024) and the Annual Action Plan-Year 1 to the Mayor and City Council of Jackson, Tennessee.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF JACKSON, TENNESSEE

THAT the Five-Year Consolidated Plan (2020-2024) is hereby approved and adopted for the period of July 1, 2020 through June 30, 2025; and

THAT the Annual Action Plan-Year 1 is hereby approved for budget and implementation during the period of July 1, 2020 through June 30, 2025; and

BE IT FURTHER RESOLVED

THAT the Mayor being designated as the official representative of the City of Jackson is hereby authorized to submit plans and applications for Community Development Block Grant and HOME funds, including all understandings and assurances therein, to act in connection with the Consolidated Plan and applications and to provide any such additional information as may be required.

Scott Conger
Mayor

Bobby Arnold
Director of Finance

Approved on: _____

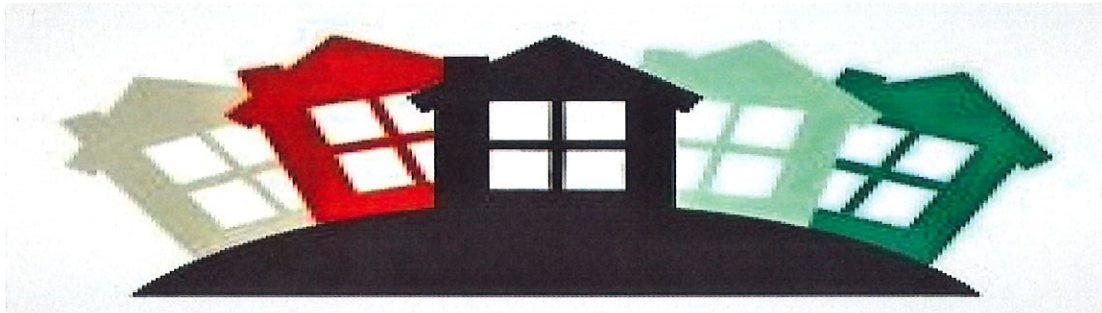
Consolidated Plan

2020-2024

Annual Action Plan

2020-2021

JACKSON, TENNESSEE COMMUNITY DEVELOPMENT PROGRAM



**Jackson Housing Authority
Community Development Office
May 2020**

2020-2021 CD Office Budget		DRAFT			
		CDBG	HOME	CDBG-CV	Total by Subtotal
Revenues					
New Grant Allocations	\$	582,262	335,084		
Estimated Program Income	\$	-	50,000		
Estimated Carryover Funds				\$ 267,126	
Estimated Unobligated Funds					
Total Revenues	\$	582,262	385,084	\$ 267,126	\$ 1,234,472
Expenditures					
Housing					
Target Rehabilitation Program	\$	-	116,576		
Minor Repair Program	\$	65,310	-		
Homebuyer Assistance	\$	-	75,000		
CHDO Housing	\$	-	160,000		
Special Needs (JCIL)	\$	20,000	-		
<i>Subtotal</i>	\$	85,310	351,576		\$ 436,886
Public Services					
Fair Housing	\$	22,000	-		
Youth Programs	\$	45,000	-		
Homelessness Programs	\$	20,000	-	\$ 250,000	
	\$	87,000	-	\$ 250,000	\$ 337,000
CBDO Public Services					
Genesis/Boys & Girls Club **note	\$	52,500	-		
	\$	52,500	-		\$ 52,500
Neighborhood Revitalization					
Section 108 Loan Repayments	\$	241,000	-		
Public Infrastructure	\$	-	-		
	\$	241,000	-		\$ 241,000
Administration/Planning					
	\$	116,452	33,508		
	\$	116,452	33,508	\$ 17,126	\$ 167,086
Total Expenditures	\$	582,262	385,084	\$ 267,126	\$ 1,234,472

FY 2020 – 2021 Action Plan Projects

Community Development Block Grant (CDBG)

- 1) Boys & Girls Club
 - After school/Summer programs
 - Provide approximately 250 youth with higher education options, resources, mentors
 - Increase youth's understanding and use of soft skills in everyday interactions
- 2) SWHRA – WIOA
 - Provide soft job skill training to 45 at-risk youth
 - Provide job opportunity and on the job training to 12 youth with disabilities
- 3) West TN Legal Services
 - Provide housing counseling to approximately 285 families
 - Provide fair housing education/representation to approximately 30 families
- 4) Area Relief Ministries
 - Provide employment opportunities for 12 homeless individuals under the FreshSTART program
- 5) RIFA
 - Provide approximately 1,350 snack backpack meals for children
- 6) Jackson Center for Independent Living
 - Provide accessible housing modifications to approximately 6 homeowners
- 7) Minor Repair Program
 - Provide minor housing repairs to approximately 10-12 housing units -up to \$5,000 (7,500 with waiver to exceed 5,00) for each home
- 8) Section 108 Loan Repayment

HOME

- 1) CHDO – Southwest CDC
 - Acquisition and rehab of 2-3 housing units for rental to low/mod income household
- 2) CHDO – Jonah Affordable Housing Org
 - Acquisition and rehab of 2-3 housing units for rental to low/mod income household
- 3) Target Housing Rehabilitation
 - Provide substantial housing repairs to approximately 5-6 housing units - up to \$25,000 each home
- 4) Homebuyer Assistance
 - Provide down payment/closing costs assistance to approximately 5 low income homebuyers

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an entitlement community, the City of Jackson receives an annual allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) program funding. The City of Jackson is required to submit a five-year Consolidated Plan to illustrate to the U.S. Department of Housing and Urban Development (HUD) the housing and community needs, as well as a coordinated plan to meet those needs within the City of Jackson. As the lead agency responsible for developing the City's consolidated plan, the Jackson Housing Authority submits this consolidated plan as an application for funding for the aforementioned federal programs, along with any other programs that are essential resources in reducing the housing, economic development and community needs relating to other Federal, State, private foundations.

In the first quarter of 2020, the pandemic event of COVID-19 (coronavirus) began to present challenges. Financial stress became an increasing factor as job loss or decrease in hours for some occurred due to non-essential businesses closed and schools closed as well to adhere to social distancing and fight the spread of the virus. In April 2020, CARES Act allocations were announced to help offset some of the economic distress communities were experiencing. The addition of the CARES Act funding allows for the City to better address the needs of the community as it relates to public services, economic development, homeless etc. with the CDBG-CV funds.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Housing and Community Development Act, as amended, has stated that the three broad objectives of the program that best describe the purpose and principles of the Five-Year Plan which are:

- Suitable Living Environment
- Decent Affordable Housing
- Economic Opportunities

Citizens provided insight to the community needs through public hearings, group consultation meetings and community needs surveys. As a result, the summary of community needs as perceived by the public and stakeholders are:

- Increase the quality and quantity of affordable housing
- Improved transportation services
- Employment workforce development/job training/financial literacy for adult and youth
- Reduce blight and blighting influences in the neighborhoods/Improve neighborhoods
- Housing assistance, with particular priority to greatest needs population (i.e. homeless, offenders, special needs, elderly, etc)
- Homeless facilities/services
- Continue to provide homeownership opportunities in the NRSA

- Centralized intake centers

3. Evaluation of past performance

Through years 1-4 of the past Five-Year Plan, 2015-2019, the following programs and projects were completed:

CDBG

- 1) Minor/Emergency Repair Program-Funded all five years (\$403,019/64 housing units).
- 2) Special Needs Housing (\$40,308/11 housing units)
- 3) Public Services- youth program, fair housing activities (\$256,370/3,288 individuals)
- 4) Section 108 Loan Repayments Program (\$939,460/CRA Districts 1, 2 activities)
- 5) NRSA Activities-CBDO Special Public Services (\$198,000/910 individuals)

HOME

- 1) CHDOs (\$476,172/10 housing units constructed/acquired/rehab)
- 2) Target Rehab (\$479,138/18 housing units rehab)

4. Summary of citizen participation process and consultation process

Citizen participation process included holding public hearing meetings on the community development needs and availability of the draft Consolidated Plan. Publication of the notices of the hearings, along with notice of availability of the CDBG application, were published in the Examiner, a locally owned minority newspaper, on February 13, 2020 and March 26, 2020. In addition, the Notices of Public Hearing mentioned the availability of the notice in Spanish and any accessibility needs, as needed. The public hearing on community needs was held at the Jackson Housing Authority Meeting Room, which is an accessible building, located in the low-income community area. The needs public hearing was held on February 27, 2020 at 4:00 p.m. The 2020-2024 Community Development Needs survey was provided to those in attendance and sent out to all those community development providers by e-mail. The Consolidated Plan/Action Plan public hearing was held April 23, 2020 via virtual meeting due to the COVID-19 social distancing orders.

In addition to the community meetings, JHA CD collected information through the community development needs survey; consultation meetings with groups representing housing, homeless and fair housing lending institutions; discussions with public agencies such as Jackson Housing Authority, Anti-poverty Task Force; and, reviews of local studies, i.e. PHA Five-Year Plan, CRA District Plans, and Jackson's Analysis of Impediments to Fair Housing Choice, etc.

The City of Jackson's proposed 2020-2024 Consolidated Plan identifies the housing and community development needs of low to moderate income communities in Jackson. The City of Jackson aims to prioritize available resources to meet the identified needs to revitalize neighborhoods and increase access to affordable housing and other opportunities for the low-income population of Jackson. The 2020-2024 Consolidated Plan provides a framework and path for furthering affordable housing and community development efforts including increasing homeownership opportunities, preserving existing housing, revitalizing neighborhoods, expanding affordable rental options, furthering efforts to reduce homelessness, and supporting job efforts.

NA-05 Overview

Needs Assessment Overview

The City of Jackson utilized the HUD Comprehensive Housing Affordability Strategy (CHAS) Data, 2011-2015 American Community Survey (ACS) data, 2013-2017 ACS data, and other data applicable to analyze the overall needs of the city. Additional needs were obtained from input and interviews with various agencies, housing providers, community, and survey results.

Housing

According to the data, 11,695 households in the City of Jackson are considered very low to low-moderate income. Of those 11,695 households, 4,964 households experience one or more housing problems (incomplete kitchen facilities, incomplete plumbing, overcrowding, severe cost burden), with the most common housing problem being high cost burden. The Black / African American low-income population represent 59% of those households experiencing severe housing problems.

Public Housing

The Jackson Housing Authority has eight public housing developments and four LIHTC developments. The JHA also provides rental assistance through the HUD funded Housing Choice Voucher program to 1,353 individuals and families.

Homelessness

The Point-In-Time (PIT) homeless count for Jackson/Madison County showed that on a given night in January 2020, a total number of 230 persons were experiencing homelessness. unsheltered, of which 81 of those persons were considered chronically homeless. Approximately 205 persons were identified in the category of "unsheltered" which qualifies as living in cars, parks, abandoned buildings, and areas not fit for human habitation. The data shows a bit of an increase in the homeless count from 2019, which indicated that 168 persons experienced homelessness, of which 24 were considered chronically homeless.

Non-Homeless Special Needs Populations

The non-homeless special needs population includes the elderly, persons with disabilities, persons living with HIV/AIDS, victims of domestic violence, veterans, youth aging out of foster care, and ex-offenders reentering society. The priority needs include job training, fair housing education/outreach, transportation, and affordable housing assistance.

As the impact of the Coronavirus (COVID-19) begins to present itself in the community, the city anticipates needs to increase for food access, homeless services, job/educational services, and housing affordability.

MA-05 Overview

Housing Market Analysis Overview:

The market analysis section of the Consolidated Plan describes the characteristics of the City's housing market including supply and demand, conditions and cost, and the availability of housing stock to special needs populations and to low- and moderate- income families and information

regarding public housing. Additionally, this section discusses homeless needs, non-homeless special needs, and non-housing community development needs.

According to the 2011-2015 ACS, 70 percent of all housing units in the City of Jackson are one-unit detached structures, followed by 14% which are 2-4 unit structures. The majority (89%) of homeowner units have 3 or more bedrooms, while the rental units are more varied – 40 percent have 3 or more bedrooms, 17% have 1 bedroom and 41% have 2 bedrooms. Housing prices and rents have increased slightly, which means housing costs have increased for a growing proportion of households. The data shows that the median home value has increased by 11% between 2009 and 2015 and median rents have increased by 10% during the same time period. Demand for affordable housing units continue to grow as LMI households see increased housing costs.

As the needs of our community in reaction to the COVID-19 pandemic continues to evolve, the city plans to utilize CARES Act funding, if necessary and reasonable to assist in preventing, preparing for, and responding to coronavirus as described in the CARES Act.

SP-05 Overview

Strategic Plan Overview

The City of Jackson's strategic plan outlines the overall goals for addressing area housing and community development needs in the coming five years. The plan will specifically identify how the City intends to use its federal resources to address priority needs with emphasis on barriers to affordable housing, the anti-poverty strategy, and reducing the hazards of lead-based paint. The specific resources to be discussed include the Community Development Block Grant Program (CDBG), and HOME. The ESG and HOPWA programs are administered by the State of Tennessee. West Tennessee Legal Services, Inc. is the subrecipient of State HOPWA funds. The ESG funds are awarded to local nonprofit homeless service agencies on a competitive basis. For each priority housing need, specific objectives, strategies, and proposed accomplishments will be identified.

Also, this five-year Strategic Plan for housing and community development is the result of the extensive needs assessment and community outreach process; and, from the previous 5-year Strategic Plan 2015-2019, the Jackson Community Redevelopment Agency (CRA)'s District 1 and 2 projects. In addition, the Five-Year Consolidated Plan also continues the designation of the Neighborhood Revitalization Strategy Area (NRSA) as previously designated which include census tracts 5, 6, 7, 8, 9, 10 and 11.

By gathering and applying a wide variety of research data and community input from the sources above, the City has developed this comprehensive approach to housing problems and opportunities and community revitalization strategies. This strategic plan will outline the goals and priorities that will serve as the overall framework for the five-year strategy and provide a linkage between these identified priorities and the adopted strategies and programs of the City. The final section of this strategic plan portion of the Plan will highlight other relevant public policies as required by HUD.

As the needs of our community in reaction to the COVID-19 pandemic continue to evolve, the city plans to utilize CARES Act funding, as reasonable to assist in preventing, preparing for, and responding to coronavirus as described in the CARES Act. As the possible uses of CARES Act funding and waivers are presented, the City looks to use the CDBG-CV funding (and HOME funding if needed) to assist with the issues that arise such as food, public services, homeless, and housing.

SP-45 Goals Summary – 91.215(a)(4)
Goals Summary Information

1	<p>Goal Name</p>	<p>Improve quantity and quality of affordable housing</p>
	<p>Goal Description</p>	<p>The city will provide:</p> <ol style="list-style-type: none"> 1) Single-family low-income owner-occupied households with substantial housing rehabilitation or minor repair to help improve housing condition and livability. 2) Down payment and/or closing cost assistance to low/moderate income first-time homebuyers. 3) Accessibility modifications of homes occupied by low income special needs (disabled, elderly) population. 4) Address impediments to fair housing under the Analysis of Impediments as it relates to affordable housing. 5) Assistance to eligible CHDOs with acquisition and rehabilitation of housing to improve and increase the supply of rental housing.
2	<p>Goal Name</p>	<p>Provide Expanded Economic Opportunities</p>
	<p>Goal Description</p>	<p>The city in partnership with select nonprofit agencies and the CRA (Section 108 loan activities) will:</p> <ol style="list-style-type: none"> 1) Provide job skills training and job placement for youth (especially at-risk youth and/or youth with disabilities) 2) Support efforts for job creation in CRA District 2 (Section 108 Loan repayment)
3	<p>Goal Name</p>	<p>Provide a Suitable Living Environment</p>
	<p>Goal Description</p>	<p>The city normally contracts will non-profit agencies to carry out public service activities for the community. The city and/or public service agencies will:</p> <ol style="list-style-type: none"> 1) Provide assistance to legal service agency for fair housing counseling, education, referral, advocacy, etc. to address fair housing issues for the low-income community. 2) Provide programs for youth to include after school, summer programs, and nutritional service assistance. 3) Continue to decrease the number of under-utilized and blighted properties to revitalize neighborhoods.

4	Goal Name	Expand the capacity of homeless providers
	Goal Description	The city normally contracts with non-profit agencies to carry out homeless service activities for the community. In coordination with homeless services provider agencies, the city will continue to expand the capacity of homeless providers in the coordination and outreach of the delivery of services, especially the ESG's Rapid Re-housing, and coordinate with the Jackson/West TN Continuum of Care in order to stabilize the housing conditions of homeless individuals and families and get them on track to housing stability and upward mobility.

Josh Hayes
25 Castle Pines Drive
Jackson, TN 38305

Telephone: 731.664.3021
Email: josh@hoythayes.com

EDUCATION

High School: University School of Jackson
College: Mississippi State University

International Business Degree – Dual Degrees

- Bachelor of Arts & Sciences
- Bachelor of Business Administration

EMPLOYMENT

Present employer: Hoyt Hayes Construction, Inc
Title: Vice President

COMMUNITY INVOLVEMENT

- Mississippi State Alumni Association
 - Past President - West Tennessee Chapter
- Ayers Children's Medical Center Board
 - Past Board Member
- Jackson Chamber of Commerce
 - Past Board Member
- Northside Church – Jackson, TN
 - Board of Servant Directors
- BancorpSouth Bank
 - Advisory Board of Directors

DATE: 1/20/2001
 TIME: 09:08
 FROM: BOSTON

CITY OF BOSTON
 Vendor Inquiry Report

PAGE: 1
 OF: 10

Vendor Name	Contract No	Contract Date	Contract Type	Contract Value	Description	Period
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VENDOR TOTALS

Contract No	Contract Date	Contract Type	Contract Value	Description	Period
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VENDOR TOTALS

Contract No	Contract Date	Contract Type	Contract Value	Description	Period
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VENDOR TOTALS

Contract No	Contract Date	Contract Type	Contract Value	Description	Period
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VENDOR TOTALS

Contract No	Contract Date	Contract Type	Contract Value	Description	Period
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VENDOR TOTALS

Contract No	Contract Date	Contract Type	Contract Value	Description	Period
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VENDOR TOTALS

Contract No	Contract Date	Contract Type	Contract Value	Description	Period
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Number	Name	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000
110	41900 YZF						
110	41121						
110	11213						

VENDOR TOTALS

10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000
1/11/2000	14400.00	4/10/2000	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
3/5-8/26/00	900.00						
3/5-21/00	20,000.00						
110-11213							

VENDOR TOTALS

10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000
2/01/2000	14400.00	5/15/2000	43,650.00	43,650.00	43,650.00	43,650.00	43,650.00
3/5-4/19/00	900.00						
3/5-21/00	43,650.00						
110-11213							

VENDOR TOTALS

10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000
4/06/2000	14400.00	4/10/2000	11,737.66	11,737.66	11,737.66	11,737.66	11,737.66
110-40196	900.00						
110-21121	11,737.66						
110-11213							

VENDOR TOTALS

10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000	10/10/2000
5/12/2000	14400.00	4/15/2000	37,480.52	37,480.52	37,480.52	37,480.52	37,480.52
110-31530	900.00						
110-21121	37,480.52						
110-11213							

VENDOR TOTALS

NUMBER: 1 NAME: WANNSON COMPANY
 4/20/99 WANNSON COMPANY
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VENDOR TOTALS

4/19/2000 1414100
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 4/19/2000 1414100

Department	Name	Start Date	End Date	PC Number	Dept Num	CO# Date	BA#	Description	Invoice Amt
Public Works Management		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
Public Works Management		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
Public Works Management		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
Public Works Management		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	
		110 11213	4/11/2008	110 11213	110 11213	4/11/2008	CA	2008 CONTRACTORS BAS	

*****VENDOR TOTALS*****
 *****DEPT TOTALS*****
 10,851.84
 40,786.18
 2,196,800.00