AGENDA

JACKSON CITY COUNCIL MEETING

OCTOBER 6, 2020 – 9:00 A.M.

GEORGE A. SMITH MEETING ROOM

I. **CALL TO ORDER.**

II. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.**

Councilmember Paul Taylor

III. **ROLL CALL**

IV. **APPROVAL OF MINUTES OF THE SEPTEMBER 1, 2020 CITY COUNCIL MEETING.**

V. **PROCLAMATIONS/RECOGNITIONS**

None

VI. **INVITATION FOR PUBLIC COMMENT**

VII. **FIRST READING**

1. Consideration of an Ordinance to close and abandon a portion of Lamar Circle
2. Consideration of an Ordinance to close and abandon a portion of Rock-a-Billy alley on North Church St., located in downtown Jackson
3. Consideration of an Ordinance of the City of Jackson, Tennessee, amending the FY 21 budget ordinance
4. Consideration of Proposed Budget Amendments:
   - $38,643.00 Jackson Police Department JAG Grant
   - $100,000.00 Stormwater Operations North Parkway

- $33,970.00 Jackson Fire Department emergency generator

VIII. SECOND READING

1. Proposed Budget Amendments:
    - $57,786.80 Jackson Police Department equipment for patrol cars
    - $52,700.00 City Hall insurance recovery repairs
    - $35,500.00 Jackson Transit Authority AARP Grant

IX. NEW BUSINESS

1. Consideration of approval of an Anti-Fraud Policy
2. Consideration of a Financing Resolution: Jackson Fire Department proposed lease purchase agreement
3. Consideration of an approval of Sale Surplus Property
4. Consideration of a Resolution on an Assignment of Option Agreement between IDB and the City of Jackson
5. Boards:
    - <u>Airport Authority Board</u>
        - Reappointment of Bob Frankland
    - <u>Budget Committee</u>
        - Appointment of Councilmember Johnny Lee Dodd to replace Councilmember Ernest Brooks, II
6. Consideration of a report of Budget Amendments same fund $10,000.00 or less
7. Consideration of invoices over $10,000.00

X. ADJOURN.

JACKSON CITY COUNCIL MEETING
September 1, 2020 – 9:00 A.M.
GEORGE A. SMITH MEETING ROOM

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

The Council of the City of Jackson met in regular session on Tuesday, August 4, 2020, at 9:00 a.m. Mayor Scott Conger called the meeting to order and asked Councilmember Ross Priddy to lead us in the invocation and the Pledge of Allegiance. The Mayor then called the roll. Councilmembers Ernest Brooks II, Harvey Buchanan, David Cisco (arrived late), Johnny Dodd, Russ McKelvey, Gary Pickens, Ross Priddy, Paul Taylor, and Marda Wallace were present. For the City of Jackson, Mr. Bobby Arnold, Finance, Ms. Lauren Kirk, Mayor's Office, Mr. Alex Reed, Mayor's Office, Mr. Stan Pilant, Planning, Ms. Susan White, Purchasing, and Stacy Stone, Risk Management. Guests present, Kim Tedford – Jackson-Madison County Health Department, James Ross – West Tennessee Healthcare, Jim Ferrell – Jackson Energy Authority, Travis Franklin – Jackson Transit Authority, and Byron Elam – Jackson Housing Authority. Also present was Sandy Maxwell, recorder of the minutes. For the full details, listen to the September 1, 2020 video at https://www.youtube.com/c/CityofJacksonTN731.

Approval of Minutes:

The minutes for the August 4, 2020 meeting, were approved and signed.

Proclamations/Recognitions:

The following guests gave COVID-19 reports to the council. For full reports, go to https://www.youtube.com/c/CityofJacksonTN731 (video timestamp are as follows).
Jackson-Madison County Health Department – Kim Tedford (4:16 – 21:16)
West Tennessee Healthcare – James Ross (22:04 – 49:23)
Jackson Energy Authority – Jim Ferrell (49:38 – 57:19)
Jackson Transit Authority – Travis Franklin (57:38 – 1:03:47)
Jackson Housing Authority – Byron Elam and Mark Reid(1:04:04 – 1:19:55)
Jackson-Madison County School System, City Court, and Madison County Sheriff's Department were unable to attend; they will report to the council at a later date.

Invitation for Public Comment:

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

First Readings:

1. Budget Amendment - JPD Capital (1:21:13 – 1:22:06)

Councilmember Buchanan made a motion, seconded by Councilmember Pickens, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

2. Budget Amendment - City Hall Repairs (1:22:13 – 1:22:50)

Councilmember Pickens made a motion, seconded by Councilmember Wallace, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

3. Budget Amendment - AARP Grant – JTA (1:22:52 – 1:23:36)

Councilmember Buchanan made a motion, seconded by Councilmember Cisco, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

Second Readings:

1. Consideration of an Ordinance to close and abandon a portion of an alley located between Walnut, Park Roland, and Prospect Streets (1:23:39 – 1:24:12)

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

2. Budget Amendment - Victims of Crime Grant (1:24:13 – 1:24:30)

Councilmember Dodd 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.

3. Budget Amendment - TVA/JEA Invest Prep Grant (1:24:31 – 1:24:47)

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

4. Budget Amendment - TN Arts Access Grant (1:24:55 – 1:25:05)

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.

5. Budget Amendment - TN Arts Place Making Grant (1:25:07 – 1:25:23)

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.

6. Budget Amendment - JPD Capital (1:25:25 – 1:25:39)

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

7. Consideration of an Ordinance to amend that Animal Control Ordinance for the City of Jackson, TN (1:25:40 – 1:25:56)

Councilmember Taylor 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.

<u>New Business:</u>

1. **Consideration of a contract with Jackson Madison County General Hospital District for occupational health services** (1:26:02 – 1:29:37)

Councilmember Buchanan 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 contract with D.C.Construction & Trucking, Inc. for the SR 223 site development project** (1:29:44 – 1:30:22)

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.

3. **Consideration of a contract with TransLoc for an automated vehicle location provider** (1:30:24 – 1:32:04)

Councilmember Taylor 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 contract with Town & Country Realtors for real estate services** (1:32:05 – 1:33:23)

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

5. **Consideration of a contract for a Lease Agreement with Northwest TN Head Start/EHS - 409 Iselin St** (1:33:24 – 1:34:06)

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.

6. **Consideration of a Contract with Express Employment Professionals** (1:34:07 – 1:34:49)

Councilmember Priddy 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.

7. **Consideration of a Contract with Allygn** (1:34:50 – 1:35:11)

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

8. **Consideration of exchange of services from the Milan Fire Department** (1:35:12 – 1:37:06)

Councilmember Cisco 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.

9. **Consideration of a Resolution to approve Consolidated Annual Performance & Evaluation Report (CAPER) FY2019-2020** (1:37:08 – 1:37:32)

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.

10. **Poverty Task Force Annual Report** (1:37:35 – 2:01:49)

Lauren Kirk from the Mayor's Office introduced Matthew Marshall from United Way and leader of the task force to the mayor and council. Mr. Marshall gave an extensive report on the task force findings and recommendations.

11. **Ratification of Private Act** (2:01:50 – 2:02:15)

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.

12. **Consideration of a Street Acceptance Request for Shiloh Springs Section 5-C #47 - $48 Shiloh Springs** (2:02:16 – 2:02:57)

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.

13. **Consideration of a Street Acceptance Request for Shiloh Springs Section 13-A, #87 - #104 Living Waters Drive, #6 & 7 Haley's Cove, and a portion of Grouse Meadow Drive** (2:02:58 – 2:03:12)

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

14. **Consideration of a Street Acceptance Request for Shiloh Springs Section 14-A; all of Candlelight Cove #6 - #7 Chadro Cove and a portion of Grouse Meadow Drove** (2:03:13 – 2:03:25)

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.

15. Consideration of invoices of $10,000 (2:03:26 – 2:04:43)

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

ADJOURN.

SCOTT CONGER, MAYOR

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

City of JACKSON Connect Here TN

PLANNING DEPARTMENT

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

MEMORANDUM

TO: **Mayor Scott Conger**

FROM: **Brittany Stewart, Planning Coordinator**

SUBJECT: **Planning Related Council Agenda Items for October 2020**

DATE: **September 24, 2020**

Please place the following planning related council agenda items under **First Reading** on the October, 2020 City Council Agenda:

1. Consideration of an Ordinance to close and abandonment a portion of Lamar Circle.

2. Consideration of an Ordinance to close and abandon a portion of Rock-a-Billy alley, on the N. Church Street side, located in downtown Jackson.

Attached, for your review, is all the information relative to the **First Reading** agenda item.

ORDINANCE NO. ________

AN ORDINANCE TO CLOSE AND ABANDON A PORTION OF LAMAR CIRCLE

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

SECTION 1. That a portion of street #38 through #60 of Lamar Circle is hereby closed and abandoned, except and subject to easements being maintained for underground utilities, including the right of ingress and egress for maintenance and repair and/or replacement thereof by the City of Jackson and the Jackson Energy Authority, and being more particularly described as follows:

Beginning at a point on the east margin of Lamar Circle, said point being the northwest corner of the Abebreelis Bond tract as recorded in Deed Book 758, Page 55 in the Register's Office in Madison County, Tennessee and being Lot #8 (# 38 Lamar Circle) of the Fair Oaks Subdivision Section 1 as recorded in Plat Book 2, Page 154. Thence south following the east margin of Lamar Circle along a curve to the right with a 160' radius, a distance of 100 feet to the southwest corner of Lot #2; thence S 26° 40' W, 100.0 feet to a point; thence along a curve to the left with a 20 foot radius, a distance of 18 feet to a point; thence along a curve to the right with a 50 foot radius, a distance of 274.7 feet to a tangent point; thence along a curve to the left with a 20 foot radius, a distance of 18 feet to a point; thence along the west margin of Lamar Circle, N 26° 40' E, a distance of 188 feet to a point; thence along a curve to the left with a 50 foot radius, a distance of 25 feet to a tangent point; thence along a curve to the left with a radius of 20 feet, a distance of 30 feet to a tangent point with the south margin of Lamar Drive; thence S 77° 30' E, 65 feet to the point of beginning and containing 17,295 square feet more or less.

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

INTRODUCED 1st READING: ________________________

ADOPTED 2ND READING: ________________________

____
MAYOR

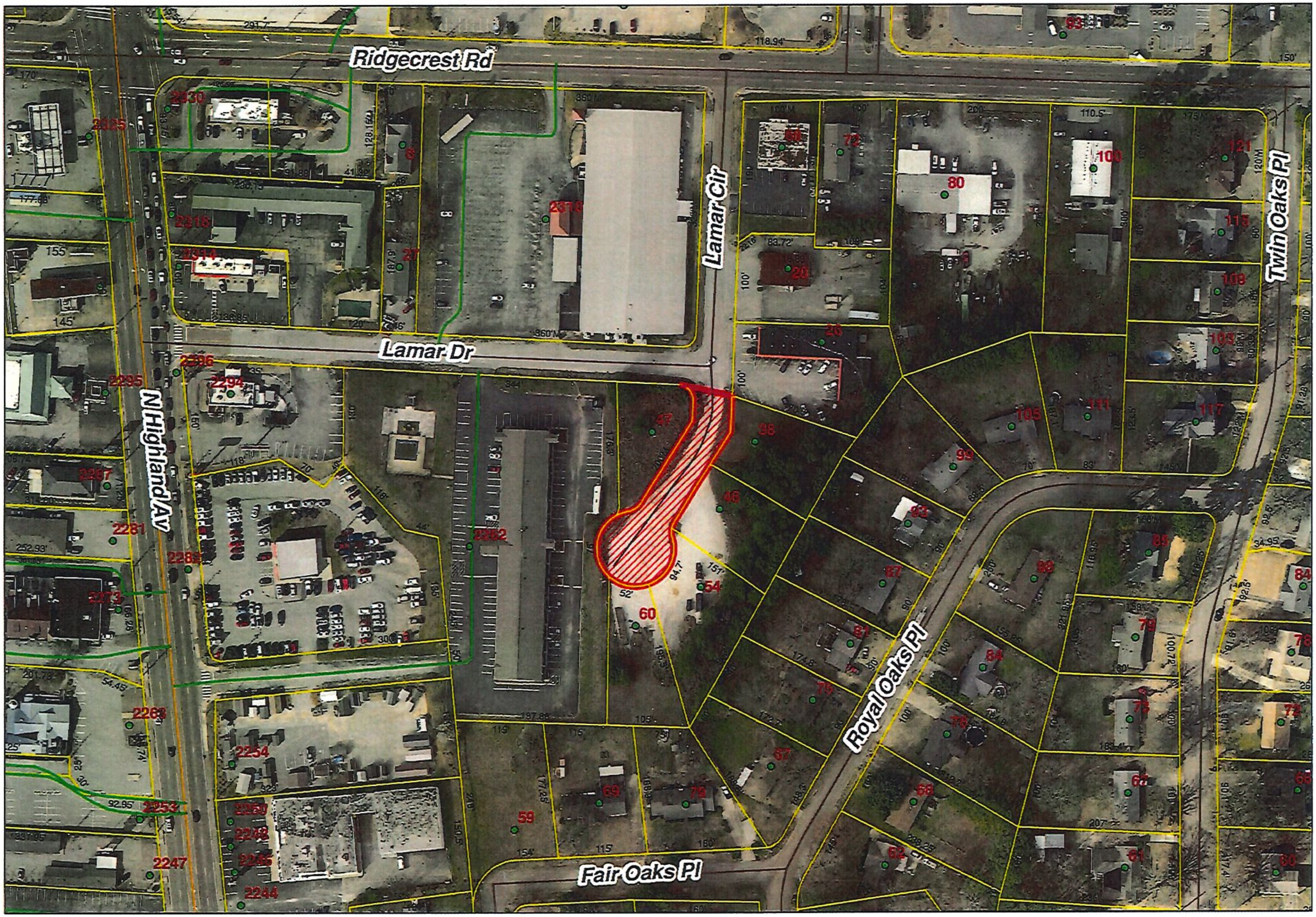
PETITION
FOR A REQUEST TO CLOSE/ABANDON A STREET/ALLEY & STREET NANE CHANGE

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

Signature of Property Owner	Address
[illegible]	Lamar Circle

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

NOTICE TO CLOSE & ABANDON PORTION OF STREET
#38 THRU #60 LAMAR CIRCLE



ORDINANCE NO. ________

AN ORDINANCE TO CLOSE AND ABANDON
A PORTION OF ROCK-A-BILLY ALLEY
(Initiated by the City of Jackson)

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

SECTION 1. That a portion of street eastern portion of Rock-a-Billy Alley is hereby closed and abandoned, except and subject to easements being maintained for underground utilities, including the right of ingress and egress for maintenance and repair and/or replacement thereof by the City of Jackson and the Jackson Energy Authority, and being more particularly described as follows:

Beginning at a point of intersection on the west margin of North Church Street and the south margin of Rock-A-Billy Alley, said point being the northeast corner of the International Rock-A-Billy hall of Fame, Inc. tract as recorded in Deed Book 684, Page 1230 in the Register's Office in Madison County, Tennessee, denoted as Parcel 1 – Map 78PB, Group C, Parcel 15.00; thence west along the south margin of Rock-A-Billy Alley, 68.0 feet to the northwest corner of said Parcel 15.00; thence north at a right angle, 15.0 feet to a point on the north margin of Rock-A-Billy Alley and the southwest corner of the denoted as Parcel 2 - Map 78PB, Group C, Parcel 16.00; thence east along the north margin of Rock-A-Billy Alley, 68.0 feet to a point of intersection with the west margin of North Church Street; thence south 15.0 feet to the point of beginning and containing 1,020 square feet more or less.

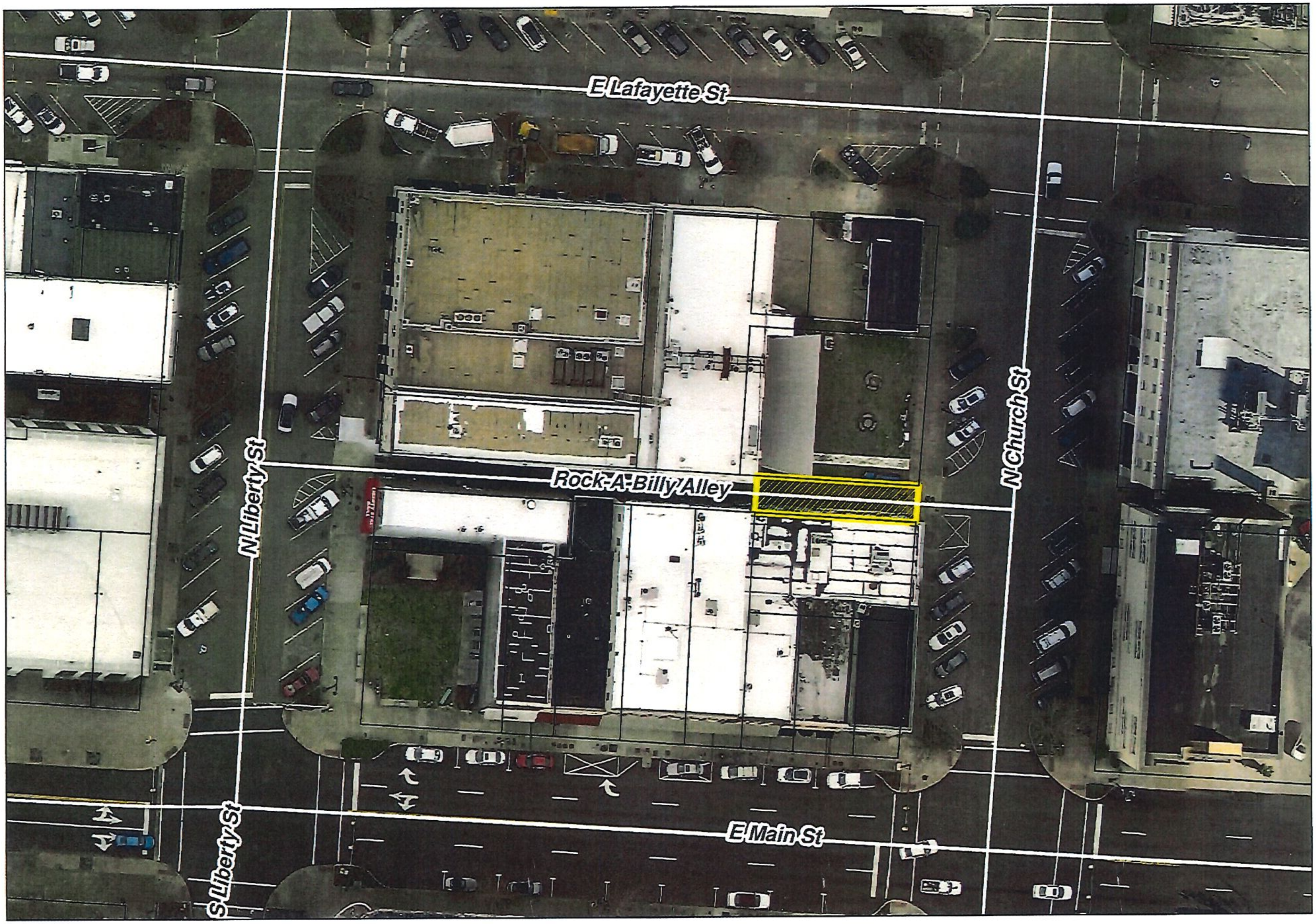
SECTION 2. That this Ordinance takes effect from and after its adoption, the public welfare requiring it.

INTRODUCED 1st READING: ______________________

ADOPTED 2ND READING: ______________________

____
MAYOR

NOTICE TO CLOSE & ABANDON PORTION OF STREET
EASTERN PORTION OF ROCK-A-BILLY ALLEY



ORDINANCE NO. ________

AN ORDINANCE OF THE CITY OF JACKSON, TENNESSEE, AMENDING THE FY 21 BUDGET ORDINANCE

WHEREAS, the City of Jackson governing body recognizes that in order to continue to provide the level of fire protection services expected by the citizens of Jackson, there is a need to replace and add certain fire apparatus;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF JACKSON, TENNESSEE AS FOLLOWS:

SECTION 1: That the City of Jackson governing body proposes to amend the duly approved FY21 Budget Ordinance to include in the Capital Outlay Fund, lease purchase proceeds to fund the acquisition of certain fire apparatus in an amount not to exceed $5,000,000.

SECTION 2: That all ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 3: That this ordinance shall take effect the date that it is approved on second reading.

PASSED 1st READING: ______________

PASSED 2nd READING: ______________

____
Mayor

____
Date

Attested:

____
City Recorder

SEAL

____
Date

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 14

MAYOR APPROVAL DATE:

COUNCIL APPROVAL DATE:

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT				
JAG20 Revenue	110-33199	-	38,643.00	38,643.00
TOTAL GRANT REVENUE		-	**38,643.00**	**38,643.00**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT				
2020 Byrne Grant Sherriff	**42191-290**	-	**19,321.50**	**19,321.50**
2020 Byrne Grant City	**42191-900**	-	**19,321.50**	**19,321.50**
TOTAL GRANT EXPENDITURE		-	**38,643.00**	**38,643.00**

NOTES JAG20 grant. Split 50/50 with Madison County Sheriff Department.

AMENDMENTS ENTERED BY:

AMENDMENTS ENTERED DATE:

Created Date: 9/24/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 17

MAYOR APPROVAL DATE: ______________________

COUNCIL APPROVAL DATE: ______________________

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL REVENUE				
From Fund Balance	**315-37900**	-	**100,000.00**	**100,000.00**
TOTAL REVENUE		-	**100,000.00**	**100,000.00**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
WTRBA				
North Parking Stormwater Project	**315-52600-900**	-	**100,000.00**	**100,000.00**
TOTAL EXPENDITURE		-	**100,000.00**	**100,000.00**

NOTES

City contribution to West TN River Basin Authority project for stormwater improvements North Parkway.

AMENDMENTS ENTERED BY: ______________________

AMENDMENTS ENTERED DATE: ______________________

Created Date: 9/24/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 18

MAYOR APPROVAL DATE:

COUNCIL APPROVAL DATE:

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL REVENUE				
From Fund Balance	**315-37900**	-	**33,970.00**	**33,970.00**
TOTAL REVENUE		-	**33,970.00**	**33,970.00**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
FIRE				
Fire Dept Building	**315-42254-900**	-	**33,970.00**	**33,970.00**
TOTAL EXPENDITURE		-	**33,970.00**	**33,970.00**

NOTES Emergency replacement of generator at Fire Station #3.

AMENDMENTS ENTERED BY:

AMENDMENTS ENTERED DATE:

Created Date: 9/24/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 9

MAYOR APPROVAL DATE: ____________________

COUNCIL APPROVAL DATE: ____________________

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL BUDGET POLICE VEHICLE				
Transfer From Fund Balance	**315-37900**	-	**57,768.80**	**57,768.80**
TOTAL REVENUE		-	**57,768.80**	**57,768.80**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL BUDGET REVISEMENTS #1				
Police Patrol	**315-42110-900**	-	**57,768.80**	**57,768.80**
TOTAL EXPENDITURE		-	**57,768.80**	**57,768.80**

NOTES

Revise Capital budget to allow purchase of radios, blue lights, sirens, cages, graphics, and installation in Police Vehicles.

AMENDMENTS ENTERED BY: ____________________

AMENDMENTS ENTERED DATE: ____________________

Created Date: Revised 8/25/20 By: Cathy Keck

CITY OF JACKSON

Amendment #: 10

FY21 Budget Amendment

BUDGET ORDINANCE/AMENDMENTS

MAYOR APPROVAL DATE:

COUNCIL APPROVAL DATE:

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
GENERAL REVENUE				
Insurance/Personal Recoveries	**110-36350**	**200,000.00**	**52,700.00**	**252,700.00**
TOTAL REVENUE		**200,000.00**	**52,700.00**	**252,700.00**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CITY HALL				
Repair and Maintenance	**110-41811-260**	**-**	**52,700.00**	**52,700.00**
TOTAL EXPENDITURE		**-**	**52,700.00**	**52,700.00**

NOTES Insurance claim for City Hall roof repairs.

AMENDMENTS ENTERED BY:

AMENDMENTS ENTERED DATE:

Created Date: 8/18/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 11

MAYOR APPROVAL DATE: ____________________

COUNCIL APPROVAL DATE: ____________________

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AARP transportation				
FTA:JTA Reimbursement Grant	**110-37998-6**	-	**35,500.00**	**35,500.00**
TOTAL REVENUE		-	**35,500.00**	**35,500.00**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AARP transportation				
FTA:JTA Reimbursement Grant	**110-41900-236**	-	**35,500.00**	**35,500.00**
TOTAL GRANT EXPENDITURE		-	**35,500.00**	**35,500.00**

NOTES AARP transportation grant for FTA:JTA

AMENDMENTS ENTERED BY: ____________________

AMENDMENTS ENTERED DATE: ____________________

Created Date: Revised 8/25/20 By: Cathy Keck

8/25/2020 10:41 AM

City of Jackson Anti-Fraud Policy

Applicability:

City of Jackson officials, staff, and external parties

Purpose:

The purpose of the City of Jackson Anti-Fraud Policy is to safeguard the reputation and financial viability of the City of Jackson by improved management of fraud risk. It sets out explicit steps to be taken in response to reported or suspected fraud, as well as measures that will be taken to prevent or minimize the risk of fraud.

Conforms to:

Tennessee Code Annotated/ Jackson Municipal Charter; Tennessee Comptroller of the Treasury Regulations

I. Definitions

The definitions in this Policy are to be interpreted within the context of this policy and other internal controls within the City's internal control policy framework.

Allegation: A statement or accusation by a person that an act of fraud has or may have been committed. This does not require evidence of the offence or identification of suspects, but there is usually some stated basis for the accusation.

Conflict of interest: A situation in which the impartiality of an employee in discharging his/her duties could be called into question because of the potential, perceived or actual improper and impermissible influence of personal considerations, financial or other.

External fraud: Fraud committed against the City of Jackson by an external party, for example the employees of a partner or supplier.

External party: Any legal entity or individual other than the staff members of the City of Jackson

Fraud: The use of deception by an individual with the intention of obtaining an advantage for himself or herself or for a third party or parties, avoiding an obligation, or causing loss to another party. Fraud includes offences such as, but not limited to, deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts, and collusion.

Fraud Prevention: Strategies designed to proactively reduce or eliminate internal and external fraud.

Internal control: A process, affected by the governing body, management and other employees, designed to provide reasonable assurance that risks are managed so as to ensure the achievement of the organization's objectives.

Internal fraud: Fraud committed directly against the City of Jackson by a staff member of the City of Jackson.

Investigation: A search for or collation of evidence connecting or tending to connect a person or body with conduct that infringes the law or the City of Jackson policies, procedures and guidelines.

Partner: Any organization or corporations that are involved in funding or delivering services to the City of Jackson are included in this policy.

Risk assessment: A process that analyses the risks, including fraud risks, that may prejudice or prevent achievement of organizational objectives, and that determines whether those risks are to be prevented, mitigated, transferred or accepted.

City Staff: For purposes of this policy, any individual who is employed by the City of Jackson, including exempt and non-exempt staff regardless of full-time/part- time/temporary or other status, e.g., interns and volunteers working for the City.

II. What is Fraud?

For purposes of this Policy, fraud is defined as the use of deception by an individual with the intention of obtaining an advantage for himself or herself or for a third party or parties, avoiding an obligation, or causing loss to another party.

The term fraud is used to describe offenses such as, but not limited to, deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts, and collusion.

This Policy is intended to apply to both internal and external fraud.

Examples of Fraudulent Behavior

- Obtaining property, financial advantage or any other benefit by deception or abuse of authority granted by virtue of official position or duty.
- Charging the City of Jackson for goods and services that have not been delivered.
- Development or application of local policies or practices that are knowingly inconsistent with the objectives of City of Jackson practices or objectives.
- Seeking to obtain confidential information about a colleague or others, with intent to use it for unauthorized purposes.
- Knowingly providing false, misleading or incomplete information to the City of Jackson, its donors, partners, or other business relations, or deliberately failing to provide information where there is an obligation to do so.
- Non-permitted use of the City of Jackson computers, vehicles, telephones or any other property or services outside of professional duties or without specific authorization.
- Hacking into, or interfering with the City of Jackson server or computer system.

III. How Fraud Occurs

Some frauds arise because of lack of proper internal control policies and procedures. Other frauds may be the result of failures to follow proper control procedures, carelessness in carrying out checks, inadequate separation of duties of staff or management override of internal controls.

Four basic elements are usually present when fraud occurs:

- •Individual(s) to carry out the fraud – inside or outside of the organization
- •Assets to be acquired, used or disposed of fraudulently
- •Intent to commit the fraud
- •Opportunity to do so

Managers must ensure that the opportunities for fraud are minimized. A high probability of being caught will deter those who might otherwise engage in fraud.

Opportunities to commit fraud may be reduced by ensuring that a sound system of internal control, proportional to risk, has been designed and implemented and is functioning as intended.

IV. Fraud Prevention

City of Jackson officials and personnel have a responsibility as well as obligation to contribute to the management of fraud risk.

The City Mayor and City Department Heads all set the tone and lead in the promotion of risk management, internal controls and an anti-fraud culture throughout the City.
Management and operational staff design, implement and operate the control actions, recruit the right people, and ensure that physical and IT services promote computer and data security.

City staff shall conduct themselves with integrity and demonstrate awareness of the importance of ethical practices in their day to day work.

The City of Jackson expresses a *zero tolerance policy* regarding fraud and will not tolerate any level of fraud or corruption under any circumstances. The City of Jackson expects all people and organizations associated with it to be honest and fair in their dealings with the City, its members and its partners.

Any detected case will be thoroughly investigated, with disciplinary or criminal sanctions pursued where appropriate and possible, and losses recovered by any lawful means. The City of Jackson is also committed to ensuring that opportunities for fraud are reduced to the lowest possible level of risk; that effective controls are maintained to prevent fraud, and systems and procedures are reviewed and improved following detected cases of fraud.

There are four major facets to the City of Jackson's strategy for effective fraud prevention:

Culture of Honesty and Ethics

The most persuasive and effective method of preventing fraud is the promotion of an ethical and transparent environment that encourages City staff at all levels to actively participate in protecting the City's reputation and resources.

This involves:

- Having a clear statement of ethical values in the City of Jackson's *Personnel Policy* which all staff has an obligation to comply with and to promote with third parties, and which the organization applies and enforces consistently.

- Establishing, disseminating and enforcing a clear anti-fraud policy, including sanctions for wrongdoing.

- Clarifying and addressing conflict of interest cases.

- Promoting staff awareness of fraud and training staff in anti-fraud and corruption strategies.

- Ongoing application of personnel policies that focus on the honesty and integrity of employment candidates and require background checks sufficient to the level and sensitivity of the position.

- Maintaining staff morale, reasonable working hours, and common basic standards in working conditions.

Internal Control

Risk management, and Internal Audit is at the heart of effective fraud control, especially through the development of risk criteria and implementation of effective controls. The City of Jackson will periodically undertake a comprehensive evaluation of its overall vulnerability to fraud as well as the scope and magnitude of fraud risk in specific areas, and more frequently as part of an ongoing rolling risk assessment process.

The City of Jackson City Mayor will:

- Exercise proactively his/her responsibility for the overall management of fraud risk and for the management of specific fraud risks, consistent with Tennessee Code Annotated, and the Jackson Municipal Charter which holds the City Mayor responsible for finance and purchasing for the City of Jackson.

- Will monitor the implementation of actions designed to reduce fraud risk.

- Establish internal controls to detect report and deter fraud that are cost effective and ensure that City staff is comfortable to report fraud without fear of reprisal.

- Initiate and facilitate fraud detection and reporting.

- Determine whether each risk, judged according to its probability and severity, should be prevented, mitigated, transferred, or accepted.

- Report on the implementation ofactions designed to reduce fraud risk.

AWARENESS RAISING AND TRAINING

Fraud awareness raising and training underpins fraud prevention and detection. The City of Jackson will ensure that all employees are aware of their responsibilities for fraud control and ethical behavior. Targeted training will be provided for new staff and refresher training for current staff.

Training will include the following subject areas:

- Definition of fraud – with the City of Jackson examples to illustrate the breadth of fraud and the fact that it can involve the pursuit of tangible and intangible benefits.

- The need for ethical behavior and the fact that fraud avoidance is everyone's responsibility.

- The details of the City of Jackson's *Anti-Fraud Policy.*

- Things to look for that could indicate that fraud may have been committed.

- Steps to take if fraud is reasonably suspected.

- Responsibilities for handling allegations and inquiries into cases of fraud in the City of Jackson.

- Relationship of the *Anti-Fraud Policy* with the *Personnel Policy*, *Purchasing Policy* and internal control procedures and guidelines.

- Available remedies and measures to be applied when fraud is established.

- Measures to ensure that third parties are aware of the City of Jackson's *Anti-Fraud Policy.*

OVERSIGHT PROCESS

Independent reviews by internal monitoring teams or committees established by the City Mayor and External Auditors will examine the effectiveness of internal controls and review operations for evidence of fraud. The results of such reviews will be reported directly to the City Mayor, and will be followed-up the City Mayor.

V. Fraud Response

Delegation Structure

The City Mayor has overall responsibility for the organizational response in the case of a reported or suspected fraud. Authority for the response can be delegated to City staff, as appropriate, though overall management of the response to suspected fraud will be maintained by the City Mayor.

Reporting Allegations of Fraud

The City of Jackson City Staffs' Responsibility:

City of Jackson City staff should be aware of the potential for fraud, and should report any reasonably suspected fraud.

Concerns which should be reported include, but are not limited to, staff committing or attempting to commit:

- Any dishonest or fraudulent act
- Forgery or alteration of documents or accounts
- Misappropriation of funds, supplies or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiting personally from an official position or enabling family members or others to do so
- Disclosure of official activities or information for advantage
- Accepting or seeking value from third parties by virtue of official position or authority
- Theft or misuse of property, facilities or services

External party actions which should be reported include:

- Being offered a bribe or inducement by a partner or supplier
- Receiving fraudulent (i.e., intentionally inaccurate, rather than erroneous) invoices from a supplier
- Known instances of corruption, deception or misuse by a supplier or partner

•Any of the concerns listed in reference to the City of Jackson staff

If staff become aware of a suspected fraud they should take note in writing of any pertinent details, including what was said or done by whom, the date, the time, the location and the names of the individual(s) involved.

Staff ***should not***:

- •Contact the suspected perpetrator to get facts or demand restitution
- •Discuss the case facts or allegations with anyone other than the persons investigating the incident.
- •Attempt to personally conduct investigations or interviews

<u>REPORTING PROCESS</u>

Depending on the circumstances of who is thought to be involved in the suspected fraud, the City of Jackson staff members should report the suspected fraud to one of the following, in order of preference:

- •The Internal Auditor
- •The City Mayor
- •The City Attorney
- •The Department head(s) or Supervisor(s) of the individual(s) suspected of committing fraud.

If the Department head(s) or Supervisor(s) are potential suspect(s), then City staff should report the concern directly to the City Mayor.

If staff prefer to report anonymously they can do so through the confidential Fraud Hotlines.

The Hotline is a shared hotline for concerns related to both the Code of Conduct and Professional Ethics and the Anti-Fraud Policy.

Reports of fraud should include all known details, including all individuals alleged to be involved, the location, the time, and any relevant actions or statements.

All information provided to the City Mayor or Fraud Hotline will be treated confidentially when possible. All reasonable allegations will be treated seriously and systematically, and will be properly investigated. Confidentiality, in so far as possible, will be maintained for all reports made in good faith, and where reports are made anonymously, such anonymity will be respected. However, if criminal activity is to be reported to the police, the identity of the person reporting may eventually have to be disclosed to enable external investigators or the police to pursue criminal investigation effectively.

If an allegation is determined to have been made frivolously, in bad faith, maliciously, for personal gain or for revenge, disciplinary action may be taken against the person making such an allegation.

DEPARTMENT HEADS' AND SUPERVISORS' RESPONSIBILITY:

If informed of a fraud, Department Heads and Supervisors (hereafter referred to as "managers") should listen carefully and with respect to staff, ensure that every report is treated seriously and sensitively, and give every allegation a fair hearing.

Managers should obtain as much documentation and information as possible regarding the alleged fraud, including any notes or evidence, and they should reassure staff members that they will be protected and will not suffer any reprisal for having reported allegations made in good faith.

Managers are required to prepare a written report of the details of any suspected fraud that has been reported to them, and provide it to the City Mayor. If a manager suspect alleged fraud on the part of the Internal Auditor or the City Mayor, then a written report should be submitted to the City Attorney.

Managers ***should not*** confront the alleged perpetrator or carry out an investigation themselves. Instead, the matter should be reported immediately to the City Mayor. If the City Mayor is not available, then the manager should report to the City Mayor's designee, the Internal Auditor, or the City Attorney in the absence of the City Mayor.

DETERMINING THE APPROPRIATE COURSE OF ACTION BY THE CITY MAYOR

As a matter of principle, once an alleged fraud is reported to the City Mayor, reports will be made to the City Attorney or Tennessee Comptroller as required.

If the City Mayor is thought to be involved, then the report should bypass the person at issue, and be sent directly to the City Attorney, who will take appropriate action in the spirit of this Policy and under State law.

The City Mayor will determine, in consultation with the City Attorney whether the case can be dealt with internally or whether and to what involvement by external parties is necessary.
The City Attorney will advise the City Mayor on the involvement of Law Enforcement in the given case.

Initial Reaction to Allegations of Fraud

The City Mayor will determine a course of action appropriate to the seriousness of the alleged offense. Appropriate actions will include any action necessary to expedite the investigation.

The City Mayor will inform the individual(s) concerned of the allegations against him or her, and the course of action to be taken. Simultaneously, the City Mayor will ensure that all information in the possession of the individual suspected is secured for investigation.

The City Mayor, in consultation with the City Attorney, will mitigate the risk of future losses by immediately adjusting procedures and taking personnel actions in order to protect assets and to preserve evidence using any legal means deemed appropriate given the circumstances.

Relevant insurers will be notified immediately of any loss or damage to the City of Jackson insured property.

Depending on the applicable Tennessee Comptroller regulations, the City Mayor will report the case to the State Comptroller's Office in compliance with Comptroller regulations regarding fraud.

The City of Jackson may have a legal obligation to provide early notification to parties such as donors and partners who may potentially suffer losses that a concern is under investigation.

Investigation Procedure

Depending on the magnitude and the complexity of the fraud, investigations will be carried out either in-house by the City Mayor or by external parties such as External Audit firms with specialized forensic accounting expertise and access to criminal law expertise, or where deemed appropriate, by the police. The decision whether to use internal or external investigation services, or a combination of both, will be made by the City Mayor.

Investigations will be conducted without regard to any person's relationship to the organization, position or length of service. The City Mayor and City Recorder will keep records of all actions in the investigation, to ensure success in any future criminal, civil or disciplinary action. The City Mayor will determine who should not be involved in the investigation to avoid a conflict of interest situation for staff members and managers with close working relationships with the individual(s) in question, and may consult with the City Attorney as appropriate.

The City Mayor will ensure cooperation to an external body requested to assist in the investigation. All searches are to be conducted in a lawful manner, to ensure that evidence is admissible in court, if required.

The City Mayor will issue a report detailing the findings and conclusions of every concluded investigation, including recommendations for future action. Results of investigations will not be disclosed to or discussed with any person except as deemed necessary and appropriate.

Managing External Relations

In the case of substantiated fraud, the City of Jackson will take immediate steps to mitigate potential loss of the City of Jackson's reputation and credibility with residents, donors and partners especially when involved in funding or delivering work in the particular context in question.

In cases of fraud, the City Mayor or designee shall manage and monitor any media response. City staff may only release information when it is approved by the City Mayor, in consultation with the City Attorney.

Recovering Assets

Where the City of Jackson has suffered pecuniary loss or loss of other material assets, efforts will be made to seek restitution from the individual(s) responsible for the fraud by any possible method after consulting with the City Attorney, insurance company and law enforcement as applicable.

Disciplinary Action

Where the City Mayor's investigation reveals that a City staff member has committed a fraud, the City Mayor will pursue disciplinary or legal action as is determined appropriate by the City Mayor after consulting with the City Attorney and law enforcement as applicable.

Follow-up Action

Following a case of fraud, the City Mayor will ensure that all managers and City staff in the affected area are debriefed on the process and outcome of the investigation once pending legal action allows for disclosure of the fraudulent act.

There should also be a follow-up with the individual(s) who reported the initial suspicion of fraud, to provide assurance that their claims have been taken seriously.

Depending on the circumstances, the City Mayor will consider the need for communication with City staff, the media, donors and partners on a larger scale.

The City Mayor will ensure that the organization conducts a thorough review of operating procedures in the areas affected by the fraud and that improvements are made where necessary. Lessons learned will be disseminated throughout the organization, where applicable, to strengthen the system of internal control and to foster an anti-fraud culture.

VI. Roles and Responsibilities in Fraud Response and Control

In summary, the specific roles and responsibilities for preventing and responding to fraud in the City of Jackson are the following:

THE CITY MAYOR

- Set the overall tone to reinforce the message that fraud will not be tolerated in the City of Jackson.
- Establish and maintain an internal control system designed to eliminate or mitigate the risks faced by the City of Jackson, including:
- Development of an organizational risk profile, including consideration of fraud risks, and regular review of the risks associated with organizational objectives.
- Contracting with risk management consultants to provide independent and professional expertise, if necessary.
- Establishment and review of internal controls, including an appropriate control environment and a fraud response plan.
- Provide strong support for the External Auditors, either annually or under special circumstances.
- Establish mechanisms for reporting suspected fraud and issues with fraud risk management.
- Ensure that staff knowledge of anti-fraud policies is sufficient and that appropriate training is provided.
- Ensure that swift action is taken to respond to allegations and substantiated cases of fraud.
- Make arrangements for investigating allegations of fraud, and ensure that vigorous and prompt investigations are carried out without delay.
- Upon receiving an investigation report, determine the appropriate disciplinary and/or legal action to be taken against perpetrators of fraud and supervisors whose failures have contributed to the commission of fraud, and ensure that appropriate action is taken to recover assets.
- If necessary, communicate with external parties affected by the fraud to reassure them that all necessary steps are being taken.

- Ensure timely follow-up and strengthening of preventive measures.

- Take appropriate measures in case of frivolous or bad faith allegations.

- Take appropriate measures if a City staff member is cleared of allegations made in good faith.

DEPARTMENT HEADS AND SUPERVISORS

- Assess the risks, including but not limited to fraud risks, involved in their area of responsibility and ensure that an adequate system of internal control exists and functions to address these risks.

- Ensure that controls are properly operated and complied with. Managers should regularly review the control system in their area of work to satisfy themselves that it continues to operate effectively.

- Encourage staff to report reasonable suspicions of fraud, treating all allegations seriously, and promptly reporting allegations to the City Mayor.

- Keep records of any allegations as well as any subsequent actions taken.

CITY ATTORNEY

- Provide guidance to the City Mayor on the course of action to be taken, the involvement of external experts or legal authorities, and the conduct of investigations.

- Provide guidance to the City Mayor regarding the potential legal avenues or consequences once a fraud has been established through investigation, and the means available to recover assets and to restore the City of Jackson's reputation and goodwill.

- Communicate with and manage relations with external criminal lawyer in circumstances where criminal cases of fraud arise.

ALL CITY STAFF

- Conduct themselves lawfully and properly in the use of the City's resources.

- Remain alert to the possibility of fraud and report suspicious behavior to their direct manager or supervisor or the City Mayor.

- If staff prefer to report anonymously they can do so through the confidential fraud Hotlines.

- Attend in-house training courses on Risk Management and Fraud Prevention.

- Sign and accept the Anti-Fraud Policy as an integral condition of employment with the City of Jackson.

VII. Contact Details

Contact details for the City of Jackson are found on the City of Jackson website www.cityofjackson.net.

In addition, the following contact details are provided.

The City of Jackson Mayor:

City of Jackson
Mayor Jackson City
Hall 101 E Main
Street
Jackson, TN 38301
Office: (731) 425-8240

Ethics and Fraud Reporting

For online reporting: www.cityofjackson.net/get-help/

Reporting hotline: (731) 425-2489

RESOLUTION # __________

RESOLUTION

Municipality/Lessee: City of Jackson, Tennessee

Principal Amount Expected To Be Financed: $ 5,000,000

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. The Mayor acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this October 6th, 2020.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Mayor: ____________________

Date: ____________________

LESSEE: City of Jackson, TN

______________________________________ [SEAL]

Signature of Secretary/Clerk of Municipality

Print Name: ______________________________

Official Title: ______________________________

Date: ______________________________

Master Lease-Purchase Agreement
Between
«LesseeName»and
PNC Equipment Finance, LLC

Document Index

- ☐ Master Lease-Purchase Agreement – Sign and provide title on the last page.
- ☐ Lease Schedule with Schedule A-1 – Sign and title
- ☐ Vehicle Schedule Addendum – Sign and title
- ☐ Resolution – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- ☐ Incumbency Certificate – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- ☐ Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.
- ☐ Titled Vehicle Guidelines - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.
- ☐ Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- ☐ Four Party Agreement – Sign and title.
- ☐ Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- ☐ IRS FORM 8038-G – Sign, date, and title
- ☐ Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- ☐ Invoice for advance payment – please send your check in the amount of $«AdvancePayment», made payable to PNC Equipment Finance, LLC.
- ☐ Sales Tax Exemption Certificate – Please provide an up to date State Sales Tax Exemption Certificate.
- ☐ Sales Contract or Purchase Order - Please provide a copy of the Sales Contract or a copy of the Purchase Order.

MASTER LEASE – PURCHASE AGREEMENT

Dated as of «AccrualDate»

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: «LesseeName»

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. **RENT PAYMENTS.**

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee.

Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.**

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. **The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES,**

WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. **TITLE; SECURITY INTEREST.**

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.** Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").**

23. **NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as

the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.**

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. **HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.**

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

«LesseeName» ("Lessee")	PNC Equipment Finance, LLC ("Lessor")
By:______________________________	By:______________________________
Title:______________________________	Title______________________________
«LesseeStreet» «LesseeCSZ»	155 East Broad Street, B4-B230-05-7 Columbus, OH 43215

LEASE SCHEDULE NO. «LeaseNumber»

Dated As Of «AccrualDate»

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated «AccrualDate»

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

«LesseeName» ("Lessee")	PNC Equipment Finance, LLC ("Lessor")
By:____________________	By:____________________
Title:____________________	Title:____________

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

«LesseeName»

«EquipStreet»
«EquipCSZ»

«EquipCounty»County

«EquipmentDescription»

«VIN»

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: «AccrualDate»

(b) Amount Financed:

i.	Equipment Purchase Price	$«PurchasePrice»
ii.	Purchase Price Deduction	$0.00
	Prepay Discounts	$0.00«VendorDiscounts»
	Trade In	$«TradeIn»
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	$«AmountFinanced»

(c) Payment Schedule:

Accrual Date: «AccrualDate»

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value

«LesseeName»
("Lessee")

By:______________________________

Title:______________________________

PNC Equipment Finance, LLC
("Lessor")

By:______________________________

Title:______________________________

VEHICLE SCHEDULE ADDENDUM

Dated As Of «AccrualDate»

Lease Schedule No. «LeaseNumber» Dated «AccrualDate»

Lessee: «LesseeName»

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Equipment Finance, LLC ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than $1,000,000.00 per person insured and $2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and $1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

«LesseeName» ("Lessee")	PNC Equipment Finance, LLC ("Lessor")
By:____________________	By:____________________
Title:____________________	Title:____________________

RESOLUTION

Municipality/Lessee: «LesseeName»

Principal Amount Expected To Be Financed: $«AmountFinanced»

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the ________________________ OR ________________________ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this ________________, 2020.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: «LesseeName»

_______________________________________ [SEAL]

Signature of Secretary/Clerk of Municipality

Print Name: ______________________________

Official Title: ____________________________

Date: ___________________________________

CERTIFICATE OF INCUMBENCY

Lessee: «LesseeName»

Lease Schedule No.: «LeaseNumber» Dated: «AccrualDate»

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

________________	________________	________________
Name	Title	Signature
________________	________________	________________
Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

________________________________ [SEAL]

Signature of Secretary/Clerk of Lessee

Print Name: ________________________

Official Title: ________________________

Date: ____________________________

FORM OF OPINION OF COUNSEL

(To Be Typed on Attorney's Letterhead Stationary)

Date: «AccrualDate»

Lessee: «LesseeName»

Lessor: PNC Equipment Finance, LLC

Re: Lease Schedule No. «LeaseNumber» dated «AccrualDate», together with its Master Lease-Purchase Agreement dated «AccrualDate», by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of «FullStateName» (the "State") duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

INSURANCE COVERAGE DISCLOSURE

PNC Equipment Finance, LLC, LESSOR

«LesseeName», LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

____

____

____

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

$1,000,000.00 per occurrence
$2,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, Attn: Insurance Dept, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

a. All risk, physical damage in the amount specified in 1(a) above.

b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: «LesseeName»

By: ______________________________ Title: ______________________________

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than $2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC, its successors and/or all assigns
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please send a FAX copy of certificate to «DocSpecialist» at 1-800-678-0602.

The original should be mailed to the same at:

PNC Equipment Finance, LLC
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please call «DocSpecialist»at 1-800-820-9041, ext. «PhoneOption», if you have any questions.

FOUR PARTY AGREEMENT

Dated as of «AccrualDate»

Lessee means «LesseeName»

"Lease Schedule" means Lease Schedule No. __________ dated «AccrualDate», together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: _________________________

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	$«PurchasePrice»
Vendor Discounts:	$«VendorDiscounts»
Advance Payment Date:	«AccrualDate»

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	$«Downpymt»
Trade In:	$0.00«TradeIn»
Amount Financed:	$«AmountFinanced»

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: «AnticipatedDelDate»

(b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: «OutsideDelDate»

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

(a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
(b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
(c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

«LesseeName»
("Lessee")

By: ______________________

Title: ______________________

PNC Equipment Finance, LLC
("Lessor")

By: ______________________

Title: ______________________

Pierce Manufacturing Inc.
("Pierce")

By: ______________________

Title: ______________________

____
("Supplier")

By: ______________________

Title: ______________________

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. ____________

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE:______________________________

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

«LesseeName»
("Lessee")

By: ______________________________________

Title: _____________________________________

PNC Equipment Finance, LLC
INFORMATION REQUEST

LESSEE NAME: «LesseeName»

FEDERAL TAX I.D. # ______________________________

BILLING ADDRESS:

____
Billing Contact

____
Street Address or Post Office Box

____
City, State and Zip

____
Phone Number Fax Number

____
Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

____
Street Address or Post Office Box

____
City, State and Zip

Require Board Approval for Payments? _______ Yes _______ No

Board Meeting Date? ____________________

Require signed vouchers for payments? _______ Yes _______ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?
_______ Yes _______ No

Please list any special instructions below:

____
____
____

121 EAST MAIN STREET, SUITE 301
P.O. BOX 2508
JACKSON, TENNESSEE 38302-2508

TELEPHONE: 731-425-8240
FAX: 731-425-8605
EMAIL: SCONGER@CITYOFJACKSON.NET

City of Jackson

SCOTT CONGER
MAYOR

0004348583

NOTICE OF PROPOSED SALE

In accordance with T.C.A. 67-5-2003, et seq., notice is hereby given that the following person ("Offeror") has offered to purchase from the City of Jackson, Tennessee the following vacant lot:

Name of Offeror	Address	Cash Amount
Melvin Cashier	Map 078O, Group M, Parcel 024.00 - 724 E. Baltimore St.	$500.00
Lois Waddell	Map 078P, Group C, Parcel 023.00 - 341 N. Cumberland St.	$500.00
Jeffrey Allen	Map 100H, Group G, Parcel 006.00 - 206 N. Massachussetts St.	$1,400
Charles Northcross	Map 078I, Group P, Parcel 004.00 - 251 Gordon St.	$2,000

Notice is hereby given that if no other party submits an offer to the City Recorder of Jackson, Tennessee, within 10 days of the date of this notice, equaling 10% or more in excess of Offeror's offer, said property will be sold to Offeror under the terms, conditions and prices specified above. If such an offer is made, the City Recorder will notify Offeror of such and a day will be fixed when all parties shall appear and make offers.

121 East Main Street, Suite 301
P.O. Box 2508
Jackson, Tennessee 38302-2508

Telephone: 731-425-8240
Fax: 731-425-8605
Email: sconger@cityofjackson.net

City of Jackson

Scott Conger
Mayor

0004348583

NOTICE OF PROPOSED SALE

In accordance with T.C.A. 67-5-2003, et seq., notice is hereby given that the following person ("Offeror") has offered to purchase from the City of Jackson, Tennessee the following vacant lot:

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City of Jackson
Budget Amendments - Approved by the Mayor

Section 6 of the City of Jackson FY 21 Budget Ordinance allows appropriations up to $10,000 in the same fund to be transferred by the Mayor and be reported to the governing body at its next regular meeting and entered into the minutes. The following amendments were apprived by the Mayor.

Budget Amendment # 12 to appropriate insurance recovery for JPD in the amount of $792.80.

Budget Amendment #13 to appropriate insurance recovery for City Garage in the amount of $1,683.00

Budget Amendment #15 to transfer budgeted expense from Tax Sale Expense to Information Systems Operating Supplies for cameras and panic alarms in the amount of $10,000.00.

Budget Amendment #16 to appropriate insurance recovery for Engineering Traffic Signal Department in the amount of $450.00.

This Instrument Prepared By:
Spragins, Barnett, & Cobb, PLC
312 East Lafayette Street
Jackson, Tennessee 38301
731.424.0461

ASSIGNMENT OF OPTION AGREEMENT

This Assignment made and entered into this ____ day of October, 2020 by and between The City of Jackson, Tennessee (herein "Assignor" or "City") and the Industrial Development Board of the City of Jackson (herein "Assignee" or the "Board").

W I T N E S S E T H:

WHEREAS, Assignor is the owner, holder and "Optionee" of that certain "Option Agreement" dated June 8, 2016 entered into between the Assignor and Rickey L. Boren, Trustee of the "RICKY L. BOREN FAMILY TRUST (the "Boren Trust") filed of record in Deed Book 735 page 137 in the Registers Office of Madison County, Tennessee (herein the "Option Agreement "); and

WHEREAS, the Board is a public non-profit corporation organized and existing under the laws of the State of Tennessee and pursuant to the provisions of Section 7-53-101, et seq., of the Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, Assignor desires to transfer and assign to the Board all of Assignor's rights and interests in and to the Option Agreement;

NOW, THEREFORE, for a good and satisfactory consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns unto Assignee all rights and interests of Assignor under, in and to the Option Agreement including, but not limited to, the right to exercise all options and make all elections and take all actions as permitted or required by Optionee under the terms of the Option Agreement.

2. Assumption of Obligations. By execution of this agreement, the Board hereby assumes all obligations of Assignor under the Option Agreement to the extent same accrue from and after the "Effective Date". The Board agrees to comply with all applicable provisions of the Act in connection with the Board's exercise of its rights and privileges under the Option Agreement.

3. Effective Date. The effective date of the transfers and assignments made hereunder from Assignor to Assignee shall be October 16, 2020.

4. Contingent Grant from Board to the City. The Board agrees to grant and transfer to the Assignor all "Net Proceeds" (hereafter defined) received by the Board in connection with the Board's administration and/or exercise of its rights under the Option Agreement and

any subsequent sale or later transfer of all or any portion of the property which is the subject of the Option Agreement. As used in this section, the term "Net Proceeds" means all funds and monies received or derived by the Board from the sale or other disposition of option property reduced by any loans, fees, costs or other expenses incurred by the Board in connection with the administration and/or exercise and closing of the option and/or subsequent sale or other disposition of the option property.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the day and year first above written

ASSIGNOR:

CITY OF JACKSON, TENMNESSEE

By:____________________________________
SCOTT CONGER- Mayor

ASSIGNEE:

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF JACKSON

By______________________________
STEPHEN ELDRIDGE, Chairman

STATE OF TENNESSEE
COUNTY OF MADISON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Scott Conger, with whom I am personally acquainted (or who proved his identity to me on the basis of satisfactory evidence), and upon oath acknowledged himself to be the Mayor of the City of Jackson, Tennessee, a municipal corporation, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes mentioned and therein contained.

Witness my hand and official seal in said state and county, this the ____ day of October 2020

__________________________________ My Commission Expires:______________________
Notary Public

ASSIGNMENT OF OPTION AGREEMENT
City of Jackson
Industrial Development Board of the City of Jackson

STATE OF TENNESSEE
COUNTY OF MADISON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared STEPHEN ELDRIDGE with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chairman of The Industrial Development Board of the City of Jackson, a Tennessee non-profit corporation, the within named bargainor, and that he as such Chairman executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Chairman.

WITNESS MY HAND and Official Seal on this the _____ day of October 2020.

_________________________________ My Commission Expires:______________________
Notary Public

This Instrument Prepared By:
Spragins, Barnett, & Cobb, PLC
312 East Lafayette Street
Jackson, Tennessee 38301
731.424.0461

ASSIGNMENT OF OPTION AGREEMENT

This Assignment made and entered into this ____ day of October, 2020 by and between The City of Jackson, Tennessee (herein "Assignor" or "City") and the Industrial Development Board of the City of Jackson (herein "Assignee" or the "Board").

W I T N E S S E T H:

WHEREAS, Assignor is the owner, holder and "Optionee" of that certain "Option Agreement" dated June 8, 2016 entered into between the Assignor and Rickey L. Boren, Trustee of the "RICKY L. BOREN FAMILY TRUST (the "Boren Trust") filed of record in Deed Book 735 page 137 in the Registers Office of Madison County, Tennessee (herein the "Option Agreement "); and

WHEREAS, the Board is a public non-profit corporation organized and existing under the laws of the State of Tennessee and pursuant to the provisions of Section 7-53-101, et seq., of the Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, Assignor desires to transfer and assign to the Board all of Assignor's rights and interests in and to the Option Agreement;

NOW, THEREFORE, for a good and satisfactory consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns unto Assignee all rights and interests of Assignor under, in and to the Option Agreement including, but not limited to, the right to exercise all options and make all elections and take all actions as permitted or required by Optionee under the terms of the Option Agreement.

2. Assumption of Obligations. By execution of this agreement, the Board hereby assumes all obligations of Assignor under the Option Agreement to the extent same accrue from and after the "Effective Date". The Board agrees to comply with all applicable provisions of the Act in connection with the Board's exercise of its rights and privileges under the Option Agreement.

3. Effective Date. The effective date of the transfers and assignments made hereunder from Assignor to Assignee shall be October 16, 2020.

4. Contingent Grant from Board to the City. The Board agrees to grant and transfer to the Assignor all "Net Proceeds" (hereafter defined) received by the Board in connection with the Board's administration and/or exercise of its rights under the Option Agreement and

any subsequent sale or later transfer of all or any portion of the property which is the subject of the Option Agreement. As used in this section, the term "Net Proceeds" means all funds and monies received or derived by the Board from the sale or other disposition of option property reduced by any loans, fees, costs or other expenses incurred by the Board in connection with the administration and/or exercise and closing of the option and/or subsequent sale or other disposition of the option property.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the day and year first above written

ASSIGNOR:

CITY OF JACKSON, TENMNESSEE

By:____________________________________
SCOTT CONGER- Mayor

ASSIGNEE:

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF JACKSON

By______________________________
STEPHEN ELDRIDGE, Chairman

STATE OF TENNESSEE
COUNTY OF MADISON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Scott Conger, with whom I am personally acquainted (or who proved his identity to me on the basis of satisfactory evidence), and upon oath acknowledged himself to be the Mayor of the City of Jackson, Tennessee, a municipal corporation, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes mentioned and therein contained.

Witness my hand and official seal in said state and county, this the ____ day of October 2020

________________________________ My Commission Expires:______________________
Notary Public

ASSIGNMENT OF OPTION AGREEMENT
City of Jackson
Industrial Development Board of the City of Jackson

STATE OF TENNESSEE
COUNTY OF MADISON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared STEPHEN ELDRIDGE with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chairman of The Industrial Development Board of the City of Jackson, a Tennessee non-profit corporation, the within named bargainor, and that he as such Chairman executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Chairman.

WITNESS MY HAND and Official Seal on this the _____ day of October 2020.

_______________________________________ My Commission Expires:__________________________
Notary Public

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

City of JACKSON TN
Connect Here
MAYOR'S OFFICE

Telephone: 731-425-8240
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Twitter/Instagram: @cityofjacksontn
Facebook: /TheCityofJacksonTN

Budget Amendments under $10,000.00

Section 6 of the City of Jackson FY 21 Budget Ordinance allows appropriations up to $10,000 in the same fund to be transferred by the Mayor and be reported to the governing body at its next regular meeting and entered into the minutes. The following amendments were approved by the Mayor.

Amendments:

12. to appropriate insurance recovery for JPD in the amount of $792.80.

13. to appropriate insurance recovery for City Garage in the amount of $1,683.00.

15. to transfer budgeted expense from Tax Sale Expense to Information Systems Operating Supplies for cameras and panic alarms in the amount of $10,000.00.

16. to appropriate insurance recovery for Engineering Traffic Signal Department in the amount of $450.00.

CITY OF JACKSON

FY21 Budget Amendment

BUDGET ORDINANCE/AMENDMENTS

Amendment #: 12

MAYOR APPROVAL DATE: Scott Conger 9/25/20

COUNCIL APPROVAL DATE:

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
GENERAL REVENUE				
Insurance/Personal Recoveries	**110-36350**	**252,700.00**	**-**	**252,700.00**
TOTAL REVENUE		**252,700.00**	**-**	**252,700.00**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
POLICE				
Recoverable Damages	**110-42150-390**	**-**	**792.80**	**792.80**
TOTAL EXPENDITURE		**-**	**792.80**	**792.80**

NOTES Insurance claim for Police #2088 Unit

AMENDMENTS ENTERED BY:

AMENDMENTS ENTERED DATE:

Created Date: 9/8/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 13

MAYOR APPROVAL DATE: Scott Conger 9/25/20

COUNCIL APPROVAL DATE:

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
GENERAL REVENUE				
Insurance/Personal Recoveries	**110-36350**	**252,700.00**	-	**252,700.00**
TOTAL REVENUE		**252,700.00**	-	**252,700.00**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
GARAGE				
Recoverable Damages	**110-43310-390**	-	**1,683.00**	**1,683.00**
TOTAL EXPENDITURE		-	**1,683.00**	**1,683.00**

NOTES Insurance claim for Garage Gate lightning damage.

AMENDMENTS ENTERED BY:

AMENDMENTS ENTERED DATE:

Created Date: 9/8/2020 By: Cathy Keck

9/10/2020 12:39 PM

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 15

MAYOR APPROVAL DATE: Scott Conger 9/25/20

COUNCIL APPROVAL DATE:

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT				
TOTAL REVENUE		-	-	-

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR INSTALL				
Operating Supplies	**110-41640-320**	**36,000.00**	**10,000.00**	**46,000.00**
Tax Sale Expenses	**110-41900-915**	**150,000.00**	**(10,000.00)**	**140,000.00**
TOTAL GRANT EXPENDITURE		**186,000.00**	**-**	**186,000.00**

NOTES $7,000 towards security system cameras and $3,000 towards panic buttons.

AMENDMENTS ENTERED BY:

AMENDMENTS ENTERED DATE:

Created Date: 9/24/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 16

MAYOR APPROVAL DATE: Scott Conger 9/30/20

COUNCIL APPROVAL DATE:

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
GENERAL REVENUE				
Insurance/Personal Recoveries	**110-36350**	**252,700.00**	**-**	**252,700.00**
TOTAL REVENUE		**252,700.00**	**-**	**252,700.00**

EXPENDITURE Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
TRAFFIC SIGNAL				
Recoverable Damages	**110-43590-330**	**-**	**450.00**	**450.00**
TOTAL EXPENDITURE		**-**	**450.00**	**450.00**

NOTES Insurance claim for Traffic Signal damage.

AMENDMENTS ENTERED BY:

AMENDMENTS ENTERED DATE:

Created Date: 9/24/2020 By: Cathy Keck

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description		Invoice Amt
30604	BRINDLEE MTN FIRE APPAR	29269	8/14/2020		147780-C	8/28/2020		BAL DUE-WALK-IN RESC		90,680.00
			110-42146-297					EX	90,680.00	
			110-21121					AP	90,680.00	
			110-11213					CA	90,680.00	
	VENDOR TOTALS									90,680.00
30647	CHRYSLER DODGE JEEP RAM	29270	8/28/2020		147781-C	8/28/2020		VEHICLE-MET NARC		31,504.37
			142-42129-900					EX	31,504.37	
			142-21121					AP	31,504.37	
			110-11213					CA	31,504.37	
	VENDOR TOTALS									31,504.37
30615	CRONE LAW FIRM PLC	001074943	8/05/2020		147854-C	8/31/2020		PROF CONSULT SERV-CO		56,573.20
			110-41300-252					EX	56,573.20	
			110-21121					AP	56,573.20	
			110-11213					CA	56,573.20	
30615	CRONE LAW FIRM PLC	03407	8/31/2020		148160-C	9/15/2020		LEGAL SERVICES-COJ		60,741.70
			110-41300-250					EX	60,741.70	
			110-21121					AP	60,741.70	
			110-11213					CA	60,741.70	
	VENDOR TOTALS									117,314.90
25251	DELTA CONTRACTING CO LL	EST#025-8/18/20	8/18/2020		148164-C	9/15/2020		RE:DR F E WRIGHT DR		49,248.33
			315-43190-936					EX	49,248.33	
			315-21121					AP	49,248.33	
			110-11213					CA	49,248.33	
	VENDOR TOTALS									49,248.33
21770	ENVIRONMENTAL SYSTEMS R	93880508	8/03/2020		147862-C	8/31/2020		MAINT AGREEMENTS-CEN		11,800.00
			110-42600-260					EX	2,300.00	
			110-43800-260					EX	3,100.00	
			110-41700-290					EX	6,400.00	
			110-21121					AP	11,800.00	
			110-11213					CA	11,800.00	
	VENDOR TOTALS									11,800.00
30666	FLOATS & FUEL CELLS INC	123417	8/31/2020		148176-C	9/15/2020		TH-67 MAIN FUEL CELL		18,121.00
			110-42122-262					EX	18,121.00	
			110-21121					AP	18,121.00	
			110-11213					CA	18,121.00	
	VENDOR TOTALS									18,121.00
23673	G & W DIESEL	145792	8/05/2020		147779-C	8/24/2020		PUMPER TRUCK-JFD		557,253.00

Number	Name	Invoice	Inv Date / PO Number	Check Num	Chk Date	Man	Description		Invoice Amt
			315-42220-900				EX	557,253.00	
			315-21121				AP	557,253.00	
			110-11213				CA	557,253.00	
	VENDOR TOTALS								557,253.00
23852	GRESHAM SMITH	0745278	8/08/2020	148189-C	9/15/2020		RE:U S 45 BYP-SO EXT		71,730.98
			315-43190-932				EX	71,730.98	
			315-21121				AP	71,730.98	
			110-11213				CA	71,730.98	
	VENDOR TOTALS								71,730.98
30664	KIMBRO OIL COMPANY	PS-INV125588	8/27/2020	148207-C	9/15/2020		GAS-GARAGE		11,527.02
			110-14111				EX	11,527.02	
			110-21121				AP	11,527.02	
			110-11213				CA	11,527.02	
	VENDOR TOTALS								11,527.02
29776	LONNIE COBB FORD LLC	8708	8/11/2020	147906-C	8/31/2020		SUPER DUTY F-450XL 2		43,615.00
			315-43190-900				EX	43,615.00	
			315-21121				AP	43,615.00	
			110-11213				CA	43,615.00	
	VENDOR TOTALS								43,615.00
1245	MADISON CO TRUSTEE	33072	8/21/2020	147912-C	8/31/2020		MAY-JUNE'20 MIXED DR		32,638.08
			110-31930				EX	32,638.08	
			110-21121				AP	32,638.08	
			110-11213				CA	32,638.08	
	VENDOR TOTALS								32,638.08
24223	MADISON COUNTY DEVELOPM	0000036838	8/31/2020	148218-C	9/15/2020		LANDFILL DUMPING-H&S		14,160.73
			131-43230-296				EX	14,160.73	
			131-21121				AP	14,160.73	
			110-11213				CA	14,160.73	
24223	MADISON COUNTY DEVELOPM	Aug-20	9/01/2020	148218-C	9/15/2020		LANDFILL DUMPING-H&S		264,119.49
			131-43230-242				EX	264,119.49	
			131-21121				AP	264,119.49	
			110-11213				CA	264,119.49	
	VENDOR TOTALS								278,280.22
27981	P & J PETROLEUM	6546D	8/19/2020	147940-C	8/31/2020		GAS-GARAGE		11,527.15
			110-14111				EX	11,527.15	
			110-21121				AP	11,527.15	
			110-11213				CA	11,527.15	
	VENDOR TOTALS								11,527.15

CITY OF JACKSON
Invoice History Report

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
30021	SHOTSPOTTER INC	INV#11903	8/13/2020		147959-C	8/31/2020		YR 3 SUBSCRIPTION-JP	195,000.00
			110-42110-250					EX 195,000.00	
			110-21121					AP 195,000.00	
			110-11213					CA 195,000.00	
	VENDOR TOTALS								195,000.00
19672	SKYE MAC	30653	9/09/2020		148271-C	9/15/2020		AUG & SEPT '20 RENT-	19,823.80
			110-41815-530					EX 19,823.80	
			110-21121					AP 19,823.80	
			110-11213					CA 19,823.80	
	VENDOR TOTALS								19,823.80
7307	SPRAGINS BARNETT & COBB	27968-09/15/20	9/01/2020		148274-C	9/15/2020		MTHLY LEGAL SERV-COJ	10,416.66
			110-41300-250					EX 10,416.66	
			110-21121					AP 10,416.66	
			110-11213					CA 10,416.66	
	VENDOR TOTALS								10,416.66
26694	SYNCB/AMAZON	STMT-08/10/20	8/10/2020		147807-C	8/31/2020		XXXXX XXXX XXX953 5	10,161.56
			110-41200-310					EX 1,211.27	
			110-41204-320					EX 146.97	
			110-41640-320					EX 1,453.37	
			110-41680-310					EX 36.96	
			110-41903-310					EX 224.71	
			110-41903-320					EX 22.99	
			110-41903-321					EX 464.35	
			110-41903-326					EX 327.24	
			110-42100-327					EX 377.95	
			110-42155-260					EX 819.75	
			110-42115-320					EX 828.60	
			110-42130-320					EX 135.09	
			110-42150-245					EX 19.99	
			110-42220-329					EX 18.58	
			110-43160-254					EX 899.99	
			110-43190-320					EX 435.00	
			110-43310-320					EX 139.39	
			110-44100-320					EX 381.52	
			110-44422-330					EX 134.99	
			110-44630-320					EX 1,352.12	
			110-44720-330					EX 431.73	
			131-43230-255					EX 434.99	
			110-41200-310					EX -135.99	
			110-21121					AP 9,726.57	
			131-21121					AP 434.99	
			110-11213					CA 9,726.57	
			110-11213					CA 434.99	
	VENDOR TOTALS								10,161.56

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description		Invoice Amt
16262	TN DEPARTMENT OF SAFETY	33790	9/08/2020		148120-C	9/15/2020		MISC FINES/FEES/VIOL		11,614.45
			110-21127					EX	11,614.45	
			110-21121					AP	11,614.45	
			110-11213					CA	11,614.45	
	VENDOR TOTALS									11,614.45
1365	TN DEPT OF LABOR/WORKFO	08-24-2020	8/24/2020		148291-C	9/15/2020		EMP#0650-078-0-UNEMP		87,204.00
			110-41900-147					EX	87,204.00	
			110-21121					AP	87,204.00	
			110-11213					CA	87,204.00	
	VENDOR TOTALS									87,204.00
30512	WM CORPORATE SERVICES I	4885967-2268-3	9/01/2020		148315-C	9/15/2020		TEMP CONTAINERS-H&S		16,810.55
			131-43230-243					EX	16,810.55	
			131-21121					AP	16,810.55	
			110-11213					CA	16,810.55	
	VENDOR TOTALS									16,810.55
	****GRAND TOTAL****									1,676,271.07

(Unemployment insurance/ benefits)