

AGENDA

JACKSON CITY COUNCIL MEETING

MARCH 2, 2021 – 9:00 A.M

George A Smith Meeting Room

I. CALL TO ORDER.

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.

Johnny Lee Dodd

III. ROLL CALL

IV. APPROVAL OF MINUTES OF THE FEBRUARY 2, 2021 CITY COUNCIL MEETING

V. PROCLAMATIONS/RECOGNITIONS

VI. INVITATION FOR PUBLIC COMMENT

VII. FIRST READING

1. Consideration of an Ordinance to amend FY 21 Budget Ordinance – Capital Outlay Note \$1,759,152.00 to acquire vehicles for JPD
2. Consideration of an Ordinance to amend Title 5 of the Municipal Code regarding the Municipal Procurement Code
3. Consideration of a proposed budget amendment - JPD, ACT 21 Grant \$55,000.00.
4. Consideration of a proposed budget amendment - JPD VOCA Grant, Safe Hope Center \$18,281.00
5. Consideration of a proposed budget amendment - JPD Insurance Recovery \$13,935.00

6. Consideration of a proposed budget amendment - Groundskeeping Capital - \$19,000.00.
7. Consideration of a proposed budget amendment - CARES Act Reimbursement - \$86,609.09.
8. Consideration of a proposed budget amendment - City Start Grant Second Stage - \$20,000.00
9. Consideration of an Ordinance to close an unnamed alley between Lane Avenue, Pine Street, Alice Street, and Simms Street.

VIII. SECOND READING

1. Consideration of an Ordinance to barricade an unnamed north/south alley between East College Street, East Lafayette Street, North Liberty Street & North Highland Avenue for the purpose of closing it to vehicular traffic.
2. Consideration of a proposed budget amendment to recognize insurance recoveries for damages at City Hall in the amount of \$14,584.77
3. Consideration of a proposed budget amendment to recognize CARES Act reimbursement and appropriations in the amount of \$916,936.00
4. Consideration of a proposed budget amendment to appropriate funds for the Solid Waste fund in the amount of \$43,750.00

IX. NEW BUSINESS

1. Consideration of Authorizing Resolution - Capital outlay to acquire vehicles for the Jackson Police Department – Note \$1,759,152.00
2. Consideration of a Resolution to create the Jackson-Madison County, Tennessee Bicentennial Committee

First Reading

- 1. Consideration of an Ordinance to barricade an unnamed north/south alley between East College Street, East Lafayette Street, North Liberty Street & North Highland Avenue for the purpose of closing it to vehicular traffic (1:48 – 8:21)**

Councilmember Dodd made a motion, seconded by Councilmember Picken, to approve the agenda item as submitted. The Mayor asked if anyone had a public comment; there was none. Upon a call for a vote, all voted aye, with Councilmember Buchanan voting nay, the motion passed 8 to 1.

- 2. Consideration of a proposed budget amendment to recognize insurance recoveries for damages at City Hall in the amount of \$14,584.77 (8:25 – 9:44)**

Councilmember Taylor made a motion, seconded by Councilmember Priddy, to approve the agenda item as submitted. The Mayor asked if anyone had a public comment; there was none. Upon a call for a vote, all voted aye, the motion passed unanimously.

- 3. Consideration of a proposed amendment to the FY 21 Budget Ordinance in an amount not to exceed \$2,000,000.00 for the acquisition of vehicles for the Jackson Police Department (9:46 – 32:53...34:56)**

After some questioning and discussion, Councilmember Brooks made a motion, seconded by Councilmember Priddy, to table this item until the Budget Committee can review the proposal. Councilmember Wallace added that a Special Call meeting should be considered since these items are time-sensitive. Upon a call for a vote, Councilmembers Brooks, McKelvey, Priddy, Taylor, and Wallace voted aye, with Councilmember Buchanan, Cisco, Dodd, and Pickens voting nay, the motion passed 5 to 4.

- 4. Consideration of a proposed budget amendment to recognize CARES Act reimbursement and appropriations in the amount of \$916,936.00 (35:00 – 39:42)**

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

5. Consideration of a proposed budget amendment to appropriate funds for the Solid Waste fund in the amount of \$43,750.00 (39:44 – 44:17)

Councilmember Dodd made a motion, seconded by Councilmember Taylor, to approve the agenda item as submitted. The Mayor asked if anyone had a public comment; there was none. Upon a call for a vote, all voted aye, with Councilmember Buchanan and Cisco voting nay, the motion passed 7 to 2.

Second Reading

None

New Business

1. Consideration of a proposal to purchase 105, 109, and 111 Church Street "Rockabilly Plat" along with the adjacent alley (44:05 – 49:47)

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

2. Consideration of Certificate of Compliance for retail package store located at 930 Campbell St, Jackson, TN 38301 (49:49 – 50:38)

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, the motion passed unanimously.

3. FY 20 Audit Report for the City of Jackson, TN – presented by Matt Wood, Alexander Thompson Arnold, PLLC (50:38 – 1:09:09)

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

4. Consideration of Budget Amendments less than \$10,000.00 (1:09:21 – 1:10:28)

No vote is required.

5. Consideration of Invoices over \$10,000.00 (1:10:30 – 1:11:03)

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 police protection services expected by the citizens of Jackson, there is a need to replace and add certain police vehicles;

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, capital outlay note proceeds to fund the acquisition of certain police vehicles in an amount not to exceed \$1,759,152.

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

Date

SEAL

EXHIBIT A - FORM OF NOTE

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF JACKSON
POLICE DEPARTMENT EQUIPMENT ACQUISITION CAPITAL OUTLAY NOTE,
SERIES 2021

Registered Owner:

Principal Amount:

THE CITY OF JACKSON, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates, the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2021, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the City Recorder maintained at the City Hall, Jackson, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "Police Department Equipment Acquisition Capital Outlay Notes, Series 2021" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$1,759,152. The Notes which are issued for the purpose of financing the acquisition and equipping of thirty-one vehicles for the Police Department of the City, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, are authorized by an appropriate resolution of the City Council and particularly that certain Resolution of the City Council adopted on March 2, 2021, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21,

Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Recorder of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Note Registrar may deem and treat the entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole, prior to maturity; provided however, at the option of the Municipality, upon thirty (30) calendar days written notice to the Registered Owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may pay additional principal payments on the Note upon fifteen (15) calendar days' written notice to the Registered Owner.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting

registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY COUNCIL OF THE CITY OF JACKSON, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the City Recorder and its official seal to be impressed or imprinted hereon, all as of _____, 2021.

M

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JACKSON, TENNESSEE AMENDING TITLE 5 OF THE MUNICIPAL CODE REGARDING THE MUNICIPAL PROCUREMENT CODE.

WHEREAS, Tennessee Code Annotated § 12-3-1207 authorizes municipalities to use, under certain circumstances, competitive sealed proposals to purchase goods and services rather than competitive sealed bids; and

WHEREAS, Tennessee Code Annotated § 12-3-1207 requires that a municipality adopt by ordinance a procurement code before purchases may be made as authorized; and

WHEREAS, the Mayor and City Council desire to exercise the power and authority granted to municipalities under said legislation and in that regard desires to adopt a procurement code in accordance with such legislation;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Jackson, Tennessee that:

SECTION 1. Title 5, chapter 6 of the municipal code is hereby amended by adding a new section 5-602 to the city’s procurement code:

5-602. Competitive Sealed Proposals. (1) Notwithstanding anything to the contrary in the municipal ordinances and/or resolutions governing purchases, the city may use competitive sealed proposals to purchase goods and services rather than competitive sealed bids when the Board, acting under the restrictions and requirements of Tennessee Code Annotated Title 12, Chapter 3, Part 12, as same may hereinafter be amended, and the procurement code adopted by this section, determines that the use of competitive sealed bidding is either not practicable or not advantageous to the city. The Board must make the aforesaid determination with regard to each use of competitive sealed proposals rather than competitive sealed bids, except that in actual emergencies caused by unforeseen circumstances such as natural or human-made disasters, delays by contractors, delays in transportation, or unanticipated volume of work, purchases through competitive sealed proposals may be made without specific authorizing action of the Board. A record of any emergency purchase shall be made by the person authorizing the emergency purchase, specifying the amount paid, the items and services purchased, from whom the purchase was made, and the nature of the emergency. A report of the emergency purchase purchased through competitive sealed proposals containing all relevant information shall be made as soon as possible by the person authorizing the purchase to the Board.

(2) Criteria and Procedure. The following shall constitute the criteria and procedures for purchasing through competitive sealed proposals:

- (a) *Conditions for Use.*

(i) Competitive sealed proposals may be used only after the municipality has documented the reasons why competitive sealed bids are not practicable or not advantageous to the municipality, and

(ii) Competitive sealed proposals may be used only when qualifications, experience, or competence are more important than price in making the purchase and:

(1) When there is more than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution; or

(2) When there is no readily identifiable solution to a purchasing issue and the competitive sealed proposals will assist in identifying one or more solutions.

(b) *Public Notice.* Adequate public notice of the request for competitive sealed proposals shall be given in the same manner provided by applicable law for competitive sealed bids.

(c) *Request/Evaluation Factors.* The request for competitive sealed proposals shall state the relative importance of price and other evaluation factors. Among other things, the request shall include the desired specifications (which may be expressed in the context of the result sought to be obtained); the qualifications of each proposer; warranties, time frame for performance, the contract; and, if applicable, the bond or other security that the successful proposer will be required to furnish.

(d) *Opening of Proposals.* Competitive sealed proposals shall be opened in a manner that avoids disclosure of contents to competing proposers during the negotiation. The proposals shall be open for public inspection after, but not before, the intent to award the contract to a particular proposer is announced.

(e) *Discussions with Responsive Proposers and Revisions to Proposals.* The request for competitive sealed proposals shall provide that after receipt by the city of a proposal discussions may be conducted for clarification to assure full understanding of, and responsiveness to, the solicitation requirements with responsible proposers who submit proposals determined by the purchasing agent to be reasonably susceptible of being selected. These proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and for revision of proposals, both as to the particular goods or services to be furnished and the price thereof. In order to permit the city to obtain the best offers of proposers, revisions may be permitted after submission and before the intent to award to a particular proposer is announced. In conducting discussions, the purchasing agent and other municipal personnel may make no disclosure to any proposer of any information derived from proposals submitted by competing proposers. Nothing contained herein shall preclude the city from conducting conferences or otherwise

communicating with all parties who may be interested in responding to a proposal prior to the time that proposals are to be received.

(f) *Best and final offers.* If discussions are conducted, the purchasing director shall issue a written request for best and final offers. The request shall set forth the date, time; and place for submission of best and final offers. Best and final offers shall be requested only once, unless the purchasing director makes a written determination that it is advantageous to the city to conduct further discussion or clarify the city's requirements. The request for best and final offers shall inform proposers that, if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be construed as their best and final offer. Nothing contained herein shall preclude the City Council from rejecting all proposals and thereafter requesting new proposals.

(g) *Award.* The award shall be made to the responsible proposer whose proposal the City Council determines is the most advantageous to the city, taking into consideration price and the evaluation factors set out in the request for competitive sealed proposals. No other factor may be used in the evaluation. The purchasing director shall place in the contract file a statement containing the basis on which the award was made.

(h) *Protest.* In the event that any proposer to a request for competitive sealed proposals is aggrieved by the decision of the city, such aggrieved proposer may protest the intended award to another proposer if the protest is filed within seven (7) days after the intended award is announced. The protest must be filed with the City in care of the City Administrator of the city and shall be promptly decided by the City Council.

(i) *No Conflict with Other Laws.* Nothing contained herein is intended to change the authority of the city with respect to contracting for professional services in accordance with the applicable laws of the state of Tennessee.

SECTION 2. This ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

Approved on First Reading _____

Approved on Second Reading _____

Mayor

Attest: City Recorder

City Attorney

CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 37

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT			
ACT21 Grant 110-33461	-	55,000.00	55,000.00
TOTAL GRANT REVENUE	-	55,000.00	55,000.00

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE			
AMEND FOR GRANT			
ACT 2021 Grant 110-42144-112	-	55,000.00	55,000.00
TOTAL GRANT EXPENDITURE	-	55,000.00	55,000.00

NOTES

THSO ACT21 GRANT for Police DUI stops (Federal grant 10/01/20 - 09/30/21).
 Covers Overtime Salary and 28.26% benefit portion (OT taxes & TCRS).

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date:

1/25/2021 By:

Cathy Keck

CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 38

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT			
VOCA Equipment 110-33465	-	14,625.00	14,625.00
Sale of Property 110-37301	184,100.00	3,656.00	187,756.00
TOTAL GRANT REVENUE	184,100.00	18,281.00	202,381.00

EXPENDITURE Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT			
furniture and Fixtures 110-42198-940	-	18,281.00	18,281.00
TOTAL GRANT EXPENDITURE	-	18,281.00	18,281.00

VOCA grant for Furniture, Fixtures, and bullet proof glass at Safe Hope Center. This will be an 80/20 grant.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 2/22/2021 By: Cathy Keck

CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 39

MAYOR APPROVAL DATE: _____

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

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE			
POLICE			
Recoverable Damages 110-42150-390	13,795.26	13,935.00	27,730.26
TOTAL EXPENDITURE	13,795.26	13,935.00	27,730.26

NOTES

Insurance claim for Police Metro Narcotics #2638 Unit

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 2/22/2021 By: Cathy Keck

CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 40

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL REVENUE			
Donations - CRA 315-36707	-	19,000.00	19,000.00
TOTAL REVENUE	-	19,000.00	19,000.00

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE			
GROUNDSKEEPING			
Groundskeeping 315-44730-900	-	19,000.00	19,000.00
TOTAL EXPENDITURE	-	19,000.00	19,000.00

NOTES Donation from CRA for Groundskeeping equipment

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 2/22/2021 By: Cathy Keck

CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 41

MAYOR APPROVAL DATE: _____
 COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT			
COVID - Cares Act 110-33503	916,936.00	86,609.09	1,003,545.09
TOTAL GRANT REVENUE	916,936.00	86,609.09	1,003,545.09

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE			
AMEND FOR GRANT			
COVID-19 110-41900-940	916,936.00	86,609.09	1,003,545.09
TOTAL GRANT EXPENDITURE	916,936.00	86,609.09	1,003,545.09

NOTES

TEMA CARES Act Coronavirus Relief Fund grant

AMENDMENTS ENTERED BY: _____
 AMENDMENTS ENTERED DATE: _____

Created Date: 2/22/2021 By: Cathy Keck

CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 42

MAYOR APPROVAL DATE: _____
 COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT			
City Start 110-33504	25,000.00	20,000.00	45,000.00
TOTAL GRANT REVENUE	25,000.00	20,000.00	45,000.00

EXPENDITURE Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT			
City Start 110-41454-297	25,000.00	20,000.00	45,000.00
TOTAL GRANT EXPENDITURE	25,000.00	20,000.00	45,000.00

NOTES Second stage of City Start grant

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 2/23/2021 By: Cathy Keck

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



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

MEMORANDUM

TO: Mayor Scott Conger

FROM: Brittany Alexander, Planning Coordinator

SUBJECT: Planning Related Council Agenda Items for March 2, 2021

DATE: February 22, 2021

Please place the following planning related Council Agenda item under **First Reading** on the March, 2021 City Council Agenda:

1. Consideration of an Ordinance to close an unnamed alley between Lane Avenue, Pine Street, Alice Street and Simms Street.

Also, please place the following planning related Council Agenda item under **Second Reading** at the March, 2021 City Council Agenda.

1. Consideration of an Ordinance to barricade an unnamed north/south alley between East College Street, East Lafayette Street, North Liberty Street & North Highland Avenue for the purpose of closing it to vehicular traffic.

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

Scott Conger, Mayor

MEMORANDUM

TO: Jackson City Council

FROM: Planning Staff

RE: Close Unnamed Alley

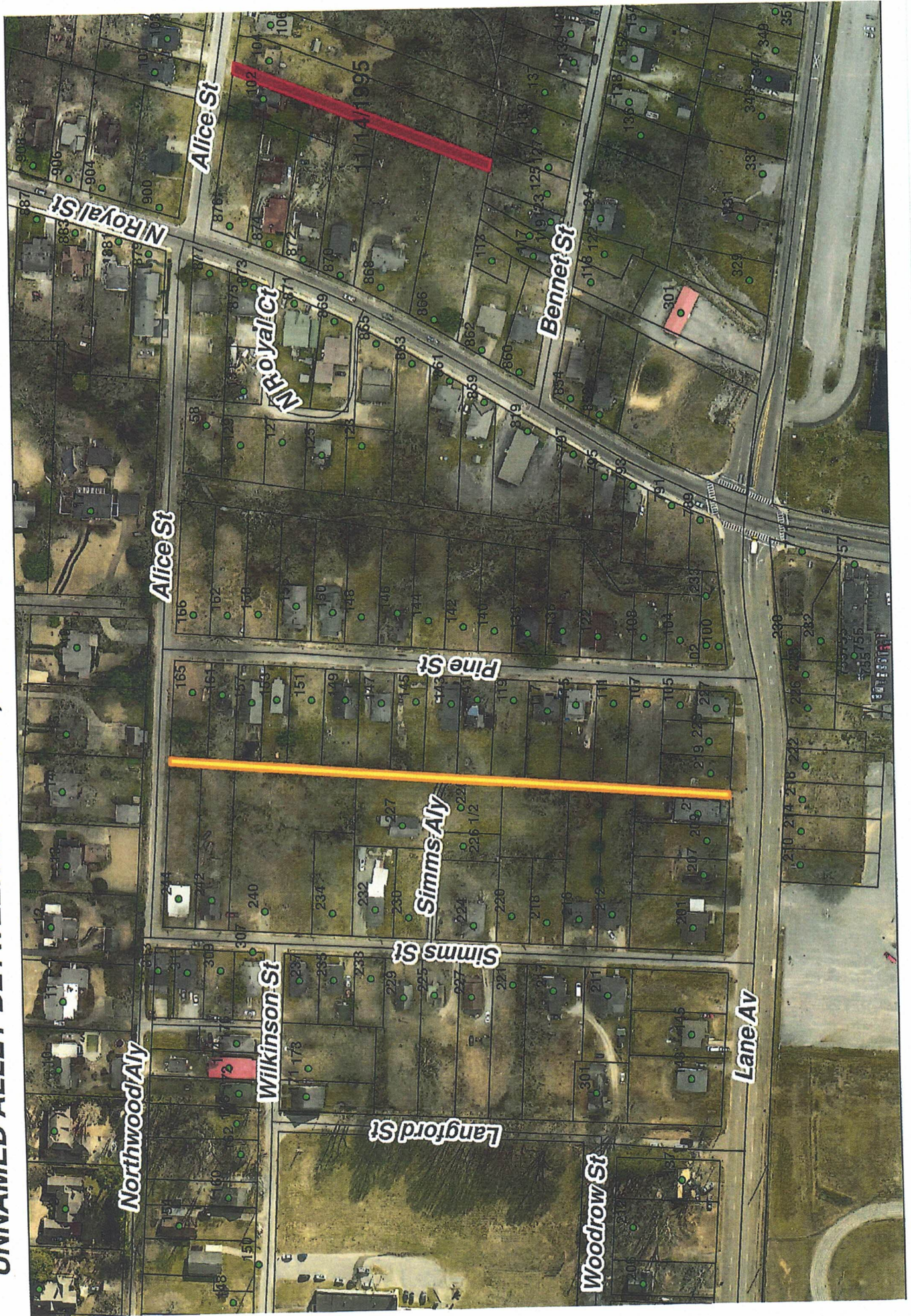
DATE: February 22, 2021

The Jackson Municipal Regional Planning Commission met on Wednesday, February 3, 2021, and unanimously recommended approval to close an unnamed alley between Lane Avenue, Pine Street, Alice Street and Simms Street.

The Planning Staff recommended approval to close the unnamed alley.

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

**NOTICE OF PROPOSED ALLEY CLOSURE
UNNAMED ALLEY BETWEEN LANE AVE, PINE ST, ALICE ST & SIMMS ST (I.D. # 78-B-12)**



ORDINANCE NO. _____

**AN ORDINANCE TO CLOSE AN UNNAMED
ALLEY BETWEEN LANE AVENUE, PINE STREET,
ALICE STREET AND SIMMS STREET**

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

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

Beginning at a point on the south margin of Alice Street, said point being the northwest corner of the Albert H Sangster tract (#165 Pine Street) as recorded in Deed Book 191, page 640 in the Register's Office in Madison County, Tennessee; thence south along the east margin of the herein described unnamed alley, 833 +/- feet to a point on the north margin of Lane Avenue, said point also being the southwest corner of the Vernon Wood tract (#219 Lane Avenue); thence west 10 feet to a point of intersection with the west margin of said unnamed alley, said point being the southeast corner of the Kwame Tidwell tract (#21 Lane Avenue); thence north along the west margin of said alley, 833 +/- feet to a point on the south margin of Alice Street said point also being the northeast corner of the Byron Golden tract (#244 Simms Street); thence east 10 feet to the point of beginning and containing 8,330 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

ORDINANCE NO. _____

**AN ORDINANCE TO CLOSE AN ALLEY TO VEHICULAR TRAFFIC RUNNING
NORTH-SOUTH BETWEEN EAST LAFAYETTE AND COLLEGE STREETS**

WHEREAS, Downtown Jackson provides substantial quality of life benefits to the City of Jackson and its citizens by providing a center for business, historic context and culture, and a walkable environment; and

WHEREAS, being the heart of Jackson, the level of thru-traffic in Downtown Jackson requires the adjustment of traffic patterns at times to provide for pedestrian safety; and

WHEREAS, the alley running north-south between East Lafayette and College Streets serves as the primary pedestrian way between the College Street Municipal Parking Lot and many businesses in the downtown area; and

WHEREAS, closing the alley to vehicular traffic would increase pedestrian safety and provide an opportunity for the alley to be used for other events and activities when necessary; and

WHEREAS, pursuant to Tennessee Code Annotated § 13-4-104, the City of Jackson Planning Commission, has reviewed the proposed action to close access as described above and recommends that such action be approved by the City Council;

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF JACKSON, TENNESSEE:**

SECTION 1. The vehicular traffic access to a north-south alley running between East Lafayette and E College Streets from Arlington Avenue and vehicular is hereby closed to thru-traffic by such means as determined and implemented by the City all as shown on the schematic drawing affixed hereto as Exhibit A.

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

INTRODUCED: _____

ADOPTED: _____

SCOTT CONGER, MAYOR

ATTEST:

BOBBY ARNOLD, RECORDER

SITE LOCATION MAP
PROPOSED BARRICADES TO VEHICULAR TRAFFIC
BETWEEN COLLEGE ST, LAFAYETTE ST, N HIGHLAND AVE & N LIBERTY ST.



CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 23

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: 1st Reading 2/2/21

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

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE				
CITY HALL				
Recoverable Damages City Hall	110-41811-390	52,700.00	14,584.77	67,284.77
TOTAL EXPENDITURE		52,700.00	14,584.77	67,284.77

NOTES

Insurance claim for City Hall Property Damage due to roof leak.

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 10/27/2020 By: Cathy Keck

CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 20
 Updated

MAYOR APPROVAL DATE: _____
 COUNCIL APPROVAL DATE: 1st Reading 2/2/21

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT			
COVID - Cares Act 110-33503	-	916,936.00	916,936.00
TOTAL GRANT REVENUE	-	916,936.00	916,936.00

EXPENDITURE Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR GRANT			
Employee Bonus - see spreadsheet		675,589.00	675,589.00
License & Software - IT 110-41640-329	6,000.00	32,836.00	38,836.00
Computer/IS Services - Building 110-41620-255	3,040.00	107,826.00	110,866.00
Computer/IS Services - Fire 110-42210-255	19,000.00	75,000.00	94,000.00
COVID-19 110-41900940	-	25,685.00	25,685.00
TOTAL GRANT EXPENDITURE	28,040.00	916,936.00	944,976.00

NOTES

TEMA CARES Act Coronavirus Relief Fund grant

AMENDMENTS ENTERED BY: _____
 AMENDMENTS ENTERED DATE: _____

Created Date: 1/21/2021 By: Cathy Keck

CITY OF JACKSON
 FY21 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 36
 Updated

MAYOR APPROVAL DATE: _____
 COUNCIL APPROVAL DATE: 1st Reading 2/2/21

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR SOLID WASTE COLLECTIONS			
Transfer From Fund Balance	131-37900	-	43,750.00
TOTAL GRANT REVENUE		-	43,750.00

EXPENDITURE Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR SOLID WASTE COLLECTIONS			
Computer/IS Services	131-43230-255	16,000.00	16,000.00
Marketing	131-43230-237	-	27,750.00
TOTAL GRANT EXPENDITURE		-	43,750.00

Claw truck tracking system (\$16,000) and Citizen awareness campaign for garbage contract changes.

NOTES

AMENDMENTS ENTERED BY: _____
 AMENDMENTS ENTERED DATE: _____

Created Date: 1/22/2021 By: Cathy Keck

RESOLUTION NO _____

RESOLUTION OF THE CITY OF JACKSON, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING POLICE DEPARTMENT EQUIPMENT ACQUISITION CAPITAL OUTLAY NOTES, SERIES 2021, IN AN AMOUNT NOT TO EXCEED \$1,759,152, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the City Council (the "Council"), of the City of Jackson, Tennessee (the "Municipality" or the "City"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes for the purpose of financing the acquisition and equipping of thirty-one vehicles for the Police Department of the City, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the Municipality estimates that the economic life of the Project exceeds five (5) years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of Local Government Finance (the "Director of Local Government Finance"):

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jackson, Tennessee, as follows:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$1,759,152, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor"), at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "Police Department Equipment Acquisition Capital Outlay Notes, Series 2021". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 1.49% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"). The Notes shall mature not later than the end of the fifth fiscal year following the fiscal year in which the Notes are issued. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding principal amount of the Notes. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such

terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon thirty (30) calendar days written notice to the registered owner, the Municipality may prepay the Notes in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Notes upon fifteen (15) calendar days' written notice to the registered owner.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Recorder of the Municipality (the "City Recorder"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The City Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal of the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the Municipality to the extent of the principal and interest so paid.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the debt service fund of the Municipality and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of Local Government Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of Local Government Finance, as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Recorder, City Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the Director of Local Government Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "Police Department Equipment Acquisition Capital Outlay Notes, Series 2021 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be used to pay principal of and interest on the Notes.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to

pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2021 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 19. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The Mayor, the City Recorder, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close,

with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 2nd day of March, 2021.

Mayor

Attest:

City Recorder

STATE OF TENNESSEE)
COUNTY OF MADISON)

I, Bobby Arnold, hereby certify that I am the duly qualified and acting City Recorder of the City of Jackson, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council") of said Municipality held on March 2, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization of the issuance of not to exceed \$1,759,152 Police Department Equipment Acquisition Capital Outlay Notes, Series 2021, by said Municipality; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 2nd day of March, 2021.

City Recorder

(SEAL)

RESOLUTION CREATING THE JACKSON-MADISON COUNTY, TENNESSEE BICENTENNIAL COMMITTEE, APPOINTING CHAIRS THERETO, DESIGNATING SAID COMMITTEE AS THE SOLE AND EXCLUSIVE ENTITY AUTHORIZED TO PLAN, ORGANIZE AND CONDUCT ALL OFFICIAL BICENTENNIAL EVENTS ON BEHALF OF JACKSON AND MADISON COUNTY AND GRANTING TO SAID COMMITTEE THE EXCLUSIVE RIGHTS TO MARKET AND/OR BRAND SUCH EVENTS TO SPONSORS, DONORS AND OTHERS AS OFFICIAL BICENTENNIAL EVENTS OF JACKSON AND MADISON COUNTY, TENNESSEE

WHEREAS, as the City of Jackson, Tennessee and Madison County, Tennessee each approaches its Bicentennial year, it is appropriate to celebrate and commemorate these anniversaries through events, observances and activities planned, coordinated, promoted, and administered by a Committee created for such purpose; and,

WHEREAS, the area which became Jackson and Madison County was originally occupied by members of the Cherokee tribe. Pursuant to a treaty negotiated in part by General Andrew Jackson, the land became occupied by settlers from the eastern United States; and

WHEREAS, the County of Madison was formed by an act of the state legislature on November 6, 1821. The county seat was the town of Alexandria, renamed Jackson in 1822; and

WHEREAS, the Forked Deer River was the initial primary transportation artery for the area. Rail transportation became important to the growth of Jackson and Madison County, which began with the 1848 chartering of the Mobile and Ohio Railroad, led over the years by Judge Milton Brown and Isaac Tigrett. Legendary railroad engineer Casey Jones of Jackson and Madison County gained nationwide fame following his tragic death in 1900. Interstate 40 now passes through Jackson and Madison County, and the McKellar-Sipes Airport provides arial transportation to our residents; and

WHEREAS, Jackson and Madison County offers a wide variety of educational benefits. It is the longtime home of Union University, Lane College, the University of Memphis-Lambuth campus and Jackson State Community College; and

WHEREAS, Jackson and Madison County now features a diversified industrial and commercial base in addition to its long history of agricultural production; and

WHEREAS, Jackson and Madison County has been the home of many famous Americans, including such recording artists as Sonny Boy Williamson, Big Maybell, Carl Perkins, W.S. Holland, and Denise LaSalle; political figures such as Justice Howell E. Jackson and Sue Shelton White; and sports figures such as Ed "Too" Tall Jones, and Ellis Kinder, and

WHEREAS, Jackson and Madison County look forward with anticipation to a celebration of their rich histories and the promise of a new century of accomplishment,

NOW, THEREFORE, BE IT RESOLVED by the City Council in Jackson, Tennessee that:

SECTION 1. The City Council in Jackson, Tennessee does hereby authorize the creation of a Bicentennial Committee for the purposes herein stated.

SECTION 2. That the Jackson-Madison County Bicentennial Committee ("Committee") is hereby created for the purposes of planning, developing, establishing, coordinating, implementing, operating, and supervising all official activities for the celebration of Jackson and Madison County's Bicentennial, including projects that harmonize and balance the important goals of ceremony and celebration with the equally important goals of scholarship, education, and economic development. The Committee shall endeavor to encourage private organizations and public entities to organize and participate in Bicentennial activities. Finally, the Committee shall serve as a clearing house for the collecting and disseminating of information regarding Bicentennial events and plans, as well as commemorating and examining the historic events associated with the City's Bicentennial.

SECTION 3. The Committee shall consist of Elaine Christian, Mayor Scott Conger, and Mayor Jimmy Harris as Co-Chairs and others to be determined by the Co-Chairs in their discretion. The Committee is authorized to appoint subcommittees, incorporate itself, seek IRS status, engage in financial transactions, contract, and perform all other acts it deems necessary or appropriate to fulfill its functions as herein stated. The members of the Committee shall serve without compensation. The Committee shall hold its initial meeting no later than February 28, 2021 and shall meet thereafter according to a schedule established by the members. Special meetings shall be held on the call of a majority of the Co-Chairs. Meeting notices shall include the place and time of the meeting. A majority of the members of the Committee shall constitute a quorum for the transaction of all business at a regular or special meeting.

SECTION 4. The Jackson-Madison County Bicentennial Committee is also hereby designated as the "Official" Jackson-Madison County Bicentennial celebration entity with the sole and exclusive authority (except for the authority of the City of Jackson, Tennessee or Madison County, Tennessee, which is hereby expressly retained) to plan, organize and conduct all Official Bicentennial events on behalf of Jackson-Madison County, and it is also granted the exclusive rights to market and/or brand such events to sponsors, donors and others as Official Bicentennial Events of Jackson-Madison County. In addition, after approval by both the City of Jackson and Madison County of any logo or designations representing the Bicentennial, the Committee is also authorized to copyright and/or trademark the official logo or other designations representing the Jackson-Madison County Bicentennial and, in its discretion, prevent fraudulent counterfeit, unsanctioned or other unauthorized activities under the guise of Official Jackson-Madison County Bicentennial functions. The Committee may adopt rules and regulations regarding

the use of the logos, symbols or marks or any facsimile thereof, originated under the authority of and certified by the Committee for use in connection with the Bicentennial Celebration of Jackson and Madison County.

SECTION 5. Every Department and employee of the City of Jackson shall cooperate with the activities of the Committee to carry out the purposes of the Committee as herein stated to the extent that the same does not interfere with their normal duties and responsibilities; provided, however, nothing herein shall be construed in any manner as the creation, by the City of Jackson, of an Official Department or Agency of the County; further The Jackson-Madison County Bicentennial Committee, its Co-Chairs, members, or employees, shall be in all respects separate and independent legal entities from the City of Jackson, without the power or authority to obligate or bind, in any manner whatsoever, the City of Jackson itself or its Officers, agents or employees.

SECTION 6. This resolution shall take effect upon passage, the public welfare requiring it.

APPROVED:

Scott Conger, Mayor

Date

ATTESTED:

Bob Arnold, City Recorder

Date

RESOLUTION CREATING THE JACKSON-MADISON COUNTY, TENNESSEE BICENTENNIAL COMMITTEE, APPOINTING CHAIRS THERETO, DESIGNATING SAID COMMITTEE AS THE SOLE AND EXCLUSIVE ENTITY AUTHORIZED TO PLAN, ORGANIZE AND CONDUCT ALL OFFICIAL BICENTENNIAL EVENTS ON BEHALF OF JACKSON AND MADISON COUNTY AND GRANTING TO SAID COMMITTEE THE EXCLUSIVE RIGHTS TO MARKET AND/OR BRAND SUCH EVENTS TO SPONSORS, DONORS AND OTHERS AS OFFICIAL BICENTENNIAL EVENTS OF JACKSON AND MADISON COUNTY, TENNESSEE

WHEREAS, as the City of Jackson, Tennessee and Madison County, Tennessee each approaches its Bicentennial year, it is appropriate to celebrate and commemorate these anniversaries through events, observances and activities planned, coordinated, promoted, and administered by a Committee created for such purpose; and,

WHEREAS, the area which became Jackson and Madison County was originally occupied by members of the Cherokee tribe. Pursuant to a treaty negotiated in part by General Andrew Jackson, the land became occupied by settlers from the eastern United States; and

WHEREAS, the County of Madison was formed by an act of the state legislature on November 6, 1821. The county seat was the town of Alexandria, renamed Jackson in 1822; and

WHEREAS, the Forked Deer River was the initial primary transportation artery for the area. Rail transportation became important to the growth of Jackson and Madison County, which began with the 1848 chartering of the Mobile and Ohio Railroad, led over the years by Judge Milton Brown and Isaac Tigrett. Legendary railroad engineer Casey Jones of Jackson and Madison County gained nationwide fame following his tragic death in 1900. Interstate 40 now passes through Jackson and Madison County, and the McKellar-Sipes Airport provides arial transportation to our residents; and

WHEREAS, Jackson and Madison County offers a wide variety of educational benefits. It is the longtime home of Union University, Lane College, the University of Memphis-Lambuth campus and Jackson State Community College; and

WHEREAS, Jackson and Madison County now features a diversified industrial and commercial base in addition to its long history of agricultural production; and

WHEREAS, Jackson and Madison County has been the home of many famous Americans, including such recording artists as Sonny Boy Williamson, Big Maybell, Carl Perkins, W.S. Holland, and Denise LaSalle; political figures such as Justice Howell E. Jackson and Sue Shelton White; and sports figures such as Ed "Too" Tall Jones, and Ellis Kinder, and

WHEREAS, Jackson and Madison County look forward with anticipation to a celebration of their rich histories and the promise of a new century of accomplishment,

NOW, THEREFORE, BE IT RESOLVED by the City Council in Jackson, Tennessee that:

SECTION 1. The City Council in Jackson, Tennessee does hereby authorize the creation of a Bicentennial Committee for the purposes herein stated.

SECTION 2. That the Jackson-Madison County Bicentennial Committee ("Committee") is hereby created for the purposes of planning, developing, establishing, coordinating, implementing, operating, and supervising all official activities for the celebration of Jackson and Madison County's Bicentennial, including projects that harmonize and balance the important goals of ceremony and celebration with the equally important goals of scholarship, education, and economic development. The Committee shall endeavor to encourage private organizations and public entities to organize and participate in Bicentennial activities. Finally, the Committee shall serve as a clearing house for the collecting and disseminating of information regarding Bicentennial events and plans, as well as commemorating and examining the historic events associated with the City's Bicentennial.

SECTION 3. The Committee shall consist of Elaine Christian, Mayor Scott Conger, and Mayor Jimmy Harris as Co-Chairs and others to be determined by the Co-Chairs in their discretion. The Committee is authorized to appoint subcommittees, incorporate itself, seek IRS status, engage in financial transactions, contract, and perform all other acts it deems necessary or appropriate to fulfill its functions as herein stated. The members of the Committee shall serve without compensation. The Committee shall hold its initial meeting no later than February 28, 2021 and shall meet thereafter according to a schedule established by the members. Special meetings shall be held on the call of a majority of the Co-Chairs. Meeting notices shall include the place and time of the meeting. A majority of the members of the Committee shall constitute a quorum for the transaction of all business at a regular or special meeting.

SECTION 4. The Jackson-Madison County Bicentennial Committee is also hereby designated as the "Official" Jackson-Madison County Bicentennial celebration entity with the sole and exclusive authority (except for the authority of the City of Jackson, Tennessee or Madison County, Tennessee, which is hereby expressly retained) to plan, organize and conduct all Official Bicentennial events on behalf of Jackson-Madison County, and it is also granted the exclusive rights to market and/or brand such events to sponsors, donors and others as Official Bicentennial Events of Jackson-Madison County. In addition, after approval by both the City of Jackson and Madison County of any logo or designations representing the Bicentennial, the Committee is also authorized to copyright and/or trademark the official logo or other designations representing the Jackson-Madison County Bicentennial and, in its discretion, prevent fraudulent counterfeit, unsanctioned or other unauthorized activities under the guise of Official Jackson-Madison County Bicentennial functions. The Committee may adopt rules and regulations regarding

the use of the logos, symbols or marks or any facsimile thereof, originated under the authority of and certified by the Committee for use in connection with the Bicentennial Celebration of Jackson and Madison County.

SECTION 5. Every Department and employee of the City of Jackson shall cooperate with the activities of the Committee to carry out the purposes of the Committee as herein stated to the extent that the same does not interfere with their normal duties and responsibilities; provided, however, nothing herein shall be construed in any manner as the creation, by the City of Jackson, of an Official Department or Agency of the County; further The Jackson-Madison County Bicentennial Committee, its Co-Chairs, members, or employees, shall be in all respects separate and independent legal entities from the City of Jackson, without the power or authority to obligate or bind, in any manner whatsoever, the City of Jackson itself or its Officers, agents or employees.

SECTION 6. This resolution shall take effect upon passage, the public welfare requiring it.

APPROVED:

Scott Conger, Mayor

Date

ATTESTED:

Bob Arnold, City Recorder

Date

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



Telephone: 731-425-8245
Fax: 731-265-1869
Email: svwhite@jacksontn.gov

To: Mayor/Council

From: Susan White

Date: February 24, 2021

Subject: Items for the March, 2021 City Council meeting

For the March, 2021 City Council meeting, I will have the following items:

1. Consideration of a contract for aviation insurance.
2. Consideration of a contract with JEA for internet service.
3. Consideration of a contract with Mauldin/Jenkins for audit services.
4. Consideration of a contract with USIC (811 services)

Scott Conger, Mayor



PURCHASING DEPARTMENT

SUMMARY OF BIDS

ITEM: Police Aviation Insurance Coverage

NAME	COST
Erie Insurance-Jackson, TN	No Bid
Thompson & Smith Insurance-Jackson, TN	No Bid
The McDonald Group-Jackson, TN	No Bid
Starr Insurance Agency-Jackson, TN	No Bid
Allstate Insurance-Jackson, TN	No Bid
Ellis Insurance-Jackson, TN	No Bid
FSB Insurance-Jackson, TN	No Bid
Allison Insurance Group-Jackson, TN	No Bid
The Buchanan Insurance Group	\$27,855/year
The Risk Management and the Purchasing Department recommend the award to The Buchanan Insurance Group, the only and best bid received.	

**JACKSON ENERGY AUTHORITY d/b/a E-Plus Broadband
GENERAL SERVICES AGREEMENT**

This Agreement (the "Agreement") is made and entered into this 2nd day of March, 2021, ("Effective Date") by and between Jackson Energy Authority, a public utility authority created by 2001 Private Acts of the Tennessee General Assembly, Chapter 55, d/b/a E-PLUS BROADBAND, (hereinafter referred to as "E-PLUS BROADBAND"), and City of Jackson (hereinafter referred to as "Customer"). Customer and E-PLUS BROADBAND are individually referred to as "Party" and collectively referred to herein as "Parties." The service order(s) and other Exhibits attached hereto, are incorporated by reference, and detail the price, location, and other information about the service(s) to be provided by E-PLUS BROADBAND.

1. Services Ordered Delivery and Minimum Service Term.

1.1 E-PLUS BROADBAND shall supply to Customer the services described in the attached Service Order as Exhibit A. Upon acceptance of a duly executed Service Order, E-PLUS BROADBAND shall notify Customer of its target date for delivery of the Services (the "Estimated Availability Date"). If E-PLUS BROADBAND fails to make any Service available within ninety (90) days after receipt of Customer's duly executed Agreement, Customer may cancel this Agreement by written notice to E-PLUS BROADBAND.

1.2 The Minimum Service Terms for each Service shall begin on the date (the "Start of Service Date") on which Customer accepts delivery and testing of such Service or five (5) days after E-PLUS BROADBAND notifies Customer that the Service has met all applicable standard E-PLUS BROADBAND network specifications ("Specifications") and is available for Customer's use, whichever is sooner, unless the Customer notifies E-PLUS BROADBAND within said five (5) day period that the Service is in material non-compliance with the Specifications. In the event of notice of material non-compliance as defined above, E-PLUS BROADBAND shall promptly take such reasonable action as necessary to correct any such non-compliance in the Service and shall, upon correction, notify Customer of a new Start of Service Date. If E-PLUS BROADBAND does not correct any such non-compliance within a reasonable period of time, then Customer may terminate the Service Order

2. Renewal. Upon the expiration of the Minimum Service Term for each Service, as described in Exhibit A herein, and if Customer is not then in default of any of its obligations to E-PLUS BROADBAND, each Service's Minimum Service Terms shall automatically be renewed for a period of one year (hereinafter the "Renewal Term") unless either party provided thirty (30) days advance written notice to the other that it will not renew the Service Order upon the expiration of the Minimum Service Term. All of the terms and conditions of the Service Order and this Agreement shall apply during the Renewal Term. This Agreement shall be effective as of the date written below and shall continue in effect until the expiration or termination of the applicable Minimum Service Term described in any Service Order.

3. Charges and Payment.

3.1 Recurring charges and nonrecurring charges shall be those charges described on the applicable Service Order to be attached to this Agreement as Exhibit A. The pricing presented is bundled in its entirety. Any unbundling could result in increased recurring rates.

3.2 Recurring charges and non-recurring charges shall be invoiced by E-PLUS BROADBAND on a monthly basis in arrears. All amounts billed are due by the next billing date. In the event that the Start of Service Date for any service falls on other than the first day of any month, the first invoice to Customer shall consist of: 1) the pro-rata portion of the applicable monthly charge covering the period from the Start of Service Date to the first day of the subsequent month and 2) the monthly charge for the following month.

3.3 In addition to its other rights hereunder, E-PLUS BROADBAND may impose a late payment charge of the lower of 1.5% per month or the highest rate legally permissible, and such late charge shall be payable upon delivery of E-PLUS BROADBAND's invoice to Customer. No payment due under this Agreement is subject to reduction, set-off or adjustment of any nature except as specifically provided in Paragraph 4 ("Outage Credits") below, except for disputed billings.

3.4 Any applicable sales, use, commercial or other similar taxes or license fees imposed with respect to Services provided by E-PLUS BROADBAND, as well as any other imposition by any governmental authority which has the effect of increasing E-PLUS BROADBAND's cost of providing such Services, shall also be payable by Customer in addition to the other charges set forth in this Agreement.

3.5 All disputes or requests for billing adjustments must be submitted in writing and submitted with payment of undisputed amounts due. Any amounts which are determined by E-PLUS BROADBAND to be in error or not in compliance with this Agreement shall be adjusted on the next month's invoice. Any disputed amounts which are deemed by E-PLUS BROADBAND to be correct as billed and in compliance with this Agreement, shall be due and payable by Customer, upon notification and demand by E-PLUS BROADBAND, along with any late payment charges which E-PLUS BROADBAND may impose. Disputes shall not be cause for Customer to delay payment of the undisputed balance to E-PLUS BROADBAND.

4. Compliance with Laws and Acceptable Use (If Applicable). E-PLUS BROADBAND offers Customer access to the Internet. Customer hereby acknowledge that the Internet is not owned, operated, managed by or in any way affiliated with E-PLUS BROADBAND or any of its affiliates, and that it is a separate network of computers independent of E-PLUS BROADBAND. Customer's use of the Internet is solely at Customer's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond E-PLUS BROADBAND's authority and control.

5. Terminal Equipment. E-PLUS BROADBAND shall provide appropriate equipment necessary to connect the Services to Customer's Interconnection Services. As used in the Agreement, the term "Interconnection Services" shall mean transmission capacity provided by

Customer or its third party supplier to extend the Services provided by E-PLUS BROADBAND from an E-PLUS BROADBAND terminal to any other location. Such Interconnections Services shall connect to the Services provided by E-PLUS BROADBAND hereunder at the Network Interface points and defined in Specifications.

6. Telecommunications Equipment. Other than the Services, termination, equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, E-PLUS BROADBAND will pay for, provide, install, maintain, operate, control and own any equipment, cable or Services connected to the network which equipment at all times remains E-PLUS BROADBAND's personal property, regardless of where located or attached. E-PLUS BROADBAND may change or replace our equipment so long as the basic technical parameters of the equipment are not altered. Customer may not rearrange or move or disconnect the equipment, and is responsible for any damage to or loss of equipment caused by Customer's negligence or willful misconduct or that of its end users. E-PLUS BROADBAND has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If, in responding to a Customer initiated service call, E-PLUS BROADBAND reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer provided equipment or software, Customer will pay E-PLUS BROADBAND for such service call at E-PLUS BROADBAND's then prevailing rates.

7. Access. E-PLUS BROADBAND may require access to Customer's premises to install and maintain the Service and equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, reasonable access, space, power, and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights for way from third parties.

8. Governmental Authority. The obligation of E-PLUS BROADBAND to provide the Services to Customer is subject to the receipt of any required regulatory or other governmental authorizations. This Agreement may be superseded by a tariff filed with the appropriate regulatory agency, which tariff may contain such modifications of the provisions of this Agreement as E-PLUS BROADBAND deems appropriate. In the event that such a tariff materially affects Customer's rights or obligations hereunder, Customer may terminate the specific Services so affected. E-PLUS BROADBAND reserves the right to terminate this Agreement at any time E-PLUS BROADBAND does not have or loses the required regulatory or other governmental authorization to provide the Services.

9. Event of Default.

9.1 An "Event of Default" shall occur if: (1) Customer fails to make any payment required to be made by it under this Agreement and any such failure remains uncorrected for five business days after written notice such payment was due, (2) either party fails to perform or observe any material term or obligation (other than Customer's payment obligations) contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after receipt of a notice from the non-defaulting party informing the defaulting party of such failure;

(3) a voluntary or involuntary proceeding shall be commenced by or against either party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within thirty (30) calendar days of filing; or either party shall make an assignment for the benefit of creditors; or shall generally not agree to pay or not be able to pay its debts as they become due; (4) Customer breaches its obligations to E-PLUS BROADBAND in any other agreement between E-PLUS BROADBAND and Customer.

9.2 The parties expressly agree that the failure of any particular Service or any number of Services to meet the Specifications shall not constitute a material breach of this Agreement but shall only obligate E-PLUS BROADBAND to provide Outage Credits.

10. Remedies.

10.1 If Customer is in default E-PLUS BROADBAND may, in addition to any other rights E-PLUS BROADBAND has under this Agreement or under the law; (1) suspend its performance under this Agreement without the requirement of any further notice to Customer, until Customer has remedied all events of default and paid in full all charges when due, including any late fees required by E-PLUS BROADBAND; or (2) terminate this Agreement effective upon notice to Customer.

10.2 If Customer is the defaulting party, E-PLUS BROADBAND may collect the total of all charges specified herein throughout the remainder of each Service's Minimum Service Term as a single amount, which shall become due and payable upon written notification to the Customer of this election by E-PLUS BROADBAND. If E-PLUS BROADBAND is in default, Customer may, in addition to any other remedies it has under this Agreement or under the law, terminate this Agreement but may not withhold or suspend its own performance.

11. Force Majeure.

11.1 Except as provided in subparagraph 13.2, neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, fiber optic cable cut, storm or other similar catastrophes, any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties.

11.2 If any such failure of performance on the part of E-PLUS BROADBAND shall be for (i) thirty (30) days or less, then this Agreement shall remain in effect but Customer shall be relieved of its obligation to pay for that portion of the Services affected for the period of such failure of performance; or (ii) more than thirty (30) days, then Customer may terminate the provisions of this Agreement only insofar as they relate to the Services so affected.

12. Limitation of Liability. IN NO EVENT SHALL E-PLUS BROADBAND OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S AFFILIATES FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, BREACH, TERMINATION, OR OTHER ACTION OR INACTION UNDER THIS AGREEMENT, EVEN IF CUSTOMER ADVISES E-PLUS BROADBAND OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY: CUSTOMER AGREES THAT ITS SOLE REMEDY IN THE EVENT OF ANY BREACH OF THE WARRANTIES DESCRIBED IN SECTION 18 SHALL BE OUTAGE CREDITS; AND IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF E-PLUS BROADBAND UNDER THIS AGREEMENT, INCLUDING ANY OUTAGE CREDITS, EXCEED THE TOTAL PAYMENTS PAID BY CUSTOMER TO E-PLUS BROADBAND FOR THE SIX (6) MONTHS PRECEDING THE EVENT OF DEFAULT.

13. Release of Premises Liability and Waiver of Subrogation Rights.

13.1 In the event services in this Agreement include Co-Location Services, E-PLUS BROADBAND's insurance policies shall insure the E-PLUS BROADBAND Building and E-PLUS BROADBAND's property therein against loss, damage, or destruction by fire or other casualty and the lease value thereof; and the Co-Location Customer's insurance policies shall insure the Co-Location Customer's property in the leased premises of E-PLUS BROADBAND against loss, damage, or destruction by fire or other casualty. Both parties shall include in their respective insurance policies; (a) a waiver of the insurer's right of subrogation against the other party.

14. Indemnification.

14.1 Any indemnity or hold harmless language is inapplicable to the city, as the state Attorney General has opined that such provisions nullify state and appropriate funds without legislative action. Each party will be responsible for its own acts or omissions.

15. Disclaimer of All Warranties. E-PLUS BROADBAND HEREBY DISCLAIMS ANY LIABILITY TO CUSTOMER FOR INTERRUPTIONS AFFECTING THE SERVICES FURNISHED HEREUNDER WHICH ARE ATTRIBUTABLE TO CUSTOMER'S INTERCONNECTION SERVICES OR EQUIPMENT FAILURES, OR TO CUSTOMER'S BREACH OF THIS AGREEMENT. E-PLUS BROADBAND warrants that the Services shall be provided to Customer and shall operate in accordance with prevailing telecommunications industry standards. If E-PLUS BROADBAND determines that the Services are not being provided in accordance with such standards, E-PLUS BROADBAND shall use reasonable efforts under the circumstances to conform the Services to such standards. THE WARRANTIES CONTAINED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE SPECIFICALLY DISCLAIMED.

16. Miscellaneous.

16.1 This Agreement and each provision hereof may be amended only by an instrument in writing signed by the parties hereto. No failure or delay on the part of either party in exercising any right hereunder and no course of dealing between the parties shall operate as a waiver of any provision hereof.

16.2 In conjunction with this Agreement, each party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body.

16.3 This Agreement shall be governed by the laws of the State of Tennessee.

16.4 All notices shall be in writing and shall be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice shall be deemed effective on the day of actual delivery. All notices shall be addressed to E-PLUS BROADBAND or Customer as set forth herein. All notices to E-PLUS BROADBAND shall be addressed to:

If to E-PLUS BROADBAND:

Jackson Energy Authority
d/b/a E-Plus Broadband
119 E. College Street
Jackson, TN 38301
Attn: Ben Lovins

If to Customer:

Name: _____

Address: _____

Attn: _____

The addresses set forth may be changed by appropriate notice to the other party.

16.5 This Agreement and its Exhibits comprise the complete and exclusive statement of the agreement of the parties concerning the subject matter hereof, and supersede all previous statements, representations, and agreements concerning the subject matter hereof.

16.6 If any part of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement,

and the Customer and E-PLUS BROADBAND agrees to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

By: _____

Signature: _____

Title: _____

Date: _____

Jackson Energy Authority d/b/a E-PLUS BROADBAND

By: Benjamin A. Lovins _____

Signature: *Benjamin A. Lovins* _____

Title: SVP Telecommunications Division _____

Date: 02/23/2021 _____

Exhibit A

Minimum Service Term:

The minimum service term shall be sixty (60) months from the Effective Date of the Agreement or the Start of Service Date, whichever is later.

Location:

101 E Main
800 S Highland (Fairgrounds)
250 Grady Montgomery (PD Aviation)
91 New Market Farmer's Market (two connections)
550 Westwood (Fire Station)
15 Roosevelt (Fire Station)
1526 S Highland (Fire Station)
50 Vann Dr. (Fire Station)
1291 Ashport (Fire Station)
72 Windy City (Fire Station)
512 Roland (Safe Hope Center)
3 Westwood Gardens (two connections)
19 Northstar Dive (North PD)
23 Pinnacle Drive (Animal Care)
40 Matchpoint Dr (Jackson Tennis Complex)
304 N Hays (TR White Sportsplex)
119 Union Ave (Traffic Signal Department)
521 Airways Blvd City Maintenance (two connections)
75 Wisteria Groundskeeping
400 S Highland Civic Center (two connections)
412 Bolivar Hwy (South Center)
314 E Main Street (Ned)
191 Auditorium (PD Annex Unit)
800 S Highland (Fairgrounds)
109 Bancorp South (Sportsplex)
234 Institute (Police Department)
250 Grady Montgomery (PD Aviation)
101 E Main City (City Hall Wi-Fi)
305 East College (Music Museum)
720 S Highland (Fire Training)
74 Conalco (Fire Safety Trailer & City Garage)
19 Northstar Drive (PD North Precinct)
23 Pinnacle Drive (Animal Care Center)
121 Union Ave (Traffic Sign)
391 South Royal (New City Court)
433 Short Street (K9 Unit)
40 Matchpoint Dr (Jackson Tennis Complex)
Public Safety Sites (45)

TOTAL:

Services:

1G Guaranteed /61 IP
20Mbps Metro Ethernet
20Mbps Metro Ethernet
20 Mbps Metro Ethernet & 250Mbps Internet
100Mbps Metro Ethernet
100Mbps Metro Ethernet
100Mbps Metro Ethernet
100Mbps Metro Ethernet
100Mbps Metro Ethernet
100Mbps Metro Ethernet
100Mbps Metro Ethernet & 250Mbps Internet
100Mbps Metro Ethernet
20Mbps Metro Ethernet
20Mbps Metro Ethernet
20Mbps Metro Ethernet
20Mbps Metro Ethernet
20Mbps Metro Ethernet & 250Mbps Internet
250Mbps Internet
1G best effort & 250Mbps Internet
250Mbps Internet
250Mbps Internet
250Mbps Internet
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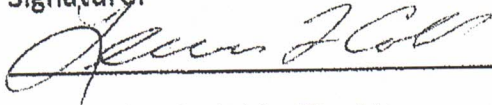
\$8,351.00

CERTIFICATE OF OWNER'S ATTORNEY

I, Lewis Cobb, the duly authorized and acting legal representative of the City of Jackson, do hereby certify as follows:

I have examined the contract, surety bonds and the bid/proposal package and the manner of execution hereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature:



Lewis Cobb, City Attorney

Date:

2/22/2021



PURCHASING DEPARTMENT

SUMMARY OF PROPOSALS

ITEM: City Audit Services

NAME	COST
Steele Martin Jones & Company, PLC-Jackson, TN	No Proposal
Patterson, Hardee & Ballentine, PC-Franklin, TN Women owned firm.	No Proposal
McCune & Bell CPA's, PLLC-Memphis, TN	No Proposal
BKD, LLP-Jackson, MS	No Proposal
Cowart Reese Sargent -Jackson, TN	No Proposal
Hoskins & Company-Nashville, TN	No Proposal
Culver, PLLC-Oakland, TN	No Proposal
Crosslin & Associates PC-Nashville, TN	June 30, 2021-\$65,500 June 30, 2022-\$67,500 June 30, 2023-\$69,500 Optional Renewal: June 30, 2024-\$71,500 June 30, 2025-\$73.500 Unanticipated Services Rates: Principal \$280 Director \$200 Senior Manager \$188 Manager \$172 Supervisor \$144 Senior \$120 Advanced Team Member \$104 Team Member \$92

Mauldin & Jenkins, LLC-Chattanooga, TN	June 30, 2021-\$58,500 June 30, 2022-\$58,500 June 30, 2023-\$61,000 June 30, 2024-\$63,000 June 30, 2025-\$65,500 Billing Rates Partners \$250 Managers \$160 Senior Associate \$140 Staff Professionals \$125
Thompson, Price, Scott, Adams & Co., P.A.-Cleveland, TN Sealed Bid-Did not request. Thompson, Price, Scott, Adams & Co	June 30, 2021-\$72,500 June 30, 2022-\$72,500 June 30, 2023-\$72,500 Proposal-No Pricing
Alexander Thompson Arnold PLLC-Jackson, TN	June 30, 2021-\$69,400 June 30, 2022-\$71,400 June 30, 2023-\$73,400
The Budget Committee and the Purchasing Department recommend the award to Mauldin & Jenkins, LLC, the best proposal received.	

Evaluation Summaries | Mauldin/Jenkins Crosslin & Assoc. ATA Thompson, Price, Scott, Adams

Susan White	40	35	35	30
Paul Taylor	40	35	35	20
Doug Roth	40	40	40	35
Ross Priddy	35	45	40	30
Totals	155	155	150	115

Interview-GoToMeeting at 9:45 2/23/2021 with Crosslin

Interview-GoToMeeting at 11:00 2/23/21 with Mauldin/Jenkins

Please have your questions ready and I will email you a GoToMeeting invitation.

Mauldin/Jenkins Crosslin & Asso

Susan White	45	45
Paul Taylor	45	40
Doug Roth	40	35
Ross Priddy	35	40
Totals	165	160

The above are results of the shortlisted interview on Tuesday, Feb. 23, 2021.

Successful company is Mauldin/Jenkins.

I will prepare the paperwork for Council.

Thanks for all your work! Appreciate all of you!

FACILITIES LOCATING AND MARKING
SERVICE CONTRACT

THIS CONTRACT is entered into as of March 2, 2021, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Jackson, TN (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract (**TN Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities in the Contract Service Area.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, -USIC and Customer agree as follows:

- 1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advance Locate Service** means conductive, inductive, and map based measurement -locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate which may include hand digging and/or vacuum excavation.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

- 1.4 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to manhole or vault entry, Unlocatable facilities, labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
- 1.5 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
- 1.6 **Custom Reporting** means any reporting request from customer to USIC that cannot be accomplished by customer via USIC customer portal.
- 1.7 **Customer's Facilities** means any Facilities owned or operated by Customer.
- 1.8 **Damage Investigation Fee** means the fee charged to Customer for any damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data) from which it is determined USIC is not at fault.
- 1.9 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.10 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
- 1.11 **Emergency After Hours Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and is transmitted on weekends or on weekdays outside of the USIC's normal business hours (7:00 am – 5:00 pm).

- 1.12 **Emergency Holiday Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and/or is transmitted on any Federally observed holiday (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Days, Thanksgiving Day, Christmas Day) or any state One-Call holiday.
- 1.13 **Environmental Handling Fee** means a fee imposed to cover USIC's cost and labor associated with proper use, disposal, and storage or recycling of any hazardous or harmful material to the environment.
- 1.14 **Excavator** means any person or entity which engages directly in excavation.
- 1.15 **Facilities** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.16 **Gridding (also known as "Excavation Notification Area")** means the geographic boundary area identified by Customer and provided to the applicable state One-Call center which is used to determine whether a request for Locate will generate a ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a locate ticket).
- 1.17 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute,

ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

- 1.18 **High Profile Facilities** means non-residential fiber cables, telecom cables 1200 pair or greater, electrical switchgears, 1000MCM(Mill) cable, 6" or greater gas mains, and 10" or greater water mains.
- 1.19 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.20 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.21 **Locate** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate in accordance with this Contract.
- 1.22 **Locate Service** means using Standard Locate Services or Advance Locate Services to determine: 1) the presence or absence of Customer's Facilities; 2) whether Customer's Facilities conflict with proposed excavations; and 3) where appropriate, the Marking of the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.23 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.24 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason

other than USIC not performing the Locate with Reasonable Accuracy.

- 1.25 **Marking** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA.
- 1.26 **Project Locate** is a ticket type designated by the state one call center or is any Locate that involves multiple addresses or requires more than 30 minutes to Locate Facilities at the excavation Site. Project Locate time is tracked using system time thresholds and may include any ticket type (including but not limited to tickets designated as routine, normal, and/or emergency).
- 1.27 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.28 **Repair Costs** means the reasonable and customary, actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages, but shall specifically exclude any Third Party Administrator fees. "Repair Costs" is equal to only the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and 3rd party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. "Repair Costs" specifically excludes, except where prohibited by law: the costs and expenses listed in paragraph 7.2; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities); administrative charges including third party administrator fees; and costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.29 **Services** means the services to be provided by USIC under this Contract.

- 1.30 **Site** means the premises where Services are performed and Customer has ownership or exercises control.
- 1.31 **Site Visit** means to visit the Site of a request for a Locate, but there are no Locatable Facilities to be marked.
- 1.32 **Standard Locate Service** means 1) determining whether the Customer's Facilities are in conflict with proposed excavations when employing one conductive hook-up point on either side of a Locate target that is Identifiable, and 2) Marking, where appropriate, the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.33 **Telecommunications Vault or Manhole Entry** as stated 29 CFR 1910.269(x) is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only. USIC personnel are authorized to only enter telecommunications manhole vaults when a second person is onsite, but not inside the manhole vault, in a supporting safety role.
- 1.34 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) losses identified in Section 7.2.
- 1.35 **Ticket** means the document generated at and transmitted by the One-Call center to USIC containing each request for Locate.

- 1.36 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records, facility prints, drawings, or maps provided by Customer or from a Visual Examination.
- 1.37 **Unlocatable Facilities, including untonable facilities**, means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be Marked with Reasonable Accuracy using Standard Locate Service procedures employed by USIC.
- 1.38 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.39 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.40 **White-Lining** means the Excavator designates the route and/or area to be excavated using white premarking either onsite or electronically (when available through the One-Call center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One-Call center and before the locator arrives on the job.

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials, and equipment necessary to perform Locate Services for Customer within the Contract Service Area, except for the maps and records to be provided by Customer under Section 3.1. All Ticket transmittals to USIC shall come directly from the One-Call center for the Contract Service Area.

- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are underground Locatable Facilities present at the excavation site, USIC will indicate the presence of those Facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints and other technology which eliminates the requirement for an in person visit to the Site. Customer also agrees that, notwithstanding anything to the contrary contained in this Contract, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable Facility.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written consent or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such

maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.

- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Services to be performed hereunder.

3. Responsibilities of Customer

- 3.1 Customer agrees not to suppress or screen any tickets in the Excavation Notification Area that would otherwise come to USIC from the state One-Call center. All Customer tickets shall be transmitted directly to USIC from the state One-Call center.
- 3.2 Customer shall not change existing Gridding such that the volume of tickets received by USIC is reduced with the applicable state One-Call center on or after the Contract Effective Date except as provided in Section 5.4.
- 3.3 Customer agrees to provide USIC with the maps and prints in a GIS format (.shp, .mdb, or .gdb) and One-Call ticket information (One-Call format for the applicable state) via e-mail or web services to USIC's Ticket Management System, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up to date and provide them to USIC in a timely manner via Secure File Transfer Protocol (SFTP.) USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from inaccurate maps, records, and/or prints.

- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all tickets received from the State One-Call center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract Service Area that Customer has provided to the State One-Call center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes and a comprehensive Customer Point of Contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; (3) Markings will be provided outside the Minimum Approach Distance. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via email of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via Customer specified email address.

- 4.2 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, then USIC may give written notice describing such breach ("Notice of Default"). If such material breach is not curable or the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default then, at the option of USIC, this Agreement shall terminate, in addition to all the other rights and remedies available to the non-breaching party under this Agreement and at law and in equity.
- 4.3 If Customer fails to pay any Invoice according to the provisions of this Agreement and (a) such failure continues for a period of five Business Days after written Notice of such failure is provided to Customer or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Agreement, then USIC, by delivery of written Notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) the advance payment in cash by Customer to USIC for Work or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Agreement; (ii) terminate this Agreement upon written Notice to Customer, or (iii) suspend or reduce all services under this Agreement without prior Notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Agreement or otherwise. If USIC exercises the right to terminate this Agreement or suspend or reduce any services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of March 2, 2021, and continue for a period of one (1) YEAR, with (4) FOUR, automatic renewal options for

consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.

- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the Excavation Notification Area as identified in Exhibit A.
- 5.3 Either party to this Contract can terminate this Contract upon sixty (60) days' prior written notice to the other. Upon such termination Customer shall only be liable for payment for any Services performed by USIC prior to the effective date of termination. Failure by Customer to provide proper notice under this provision will result in a penalty equal to 60 days average billing over the prior twelve-month period.
- 5.4 Either party may at any time propose changes in the schedule or scope of this Contract. USIC is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in the scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 5.5 The scope, pricing, schedule and other provisions may, as appropriate, be equitably adjusted by USIC within 30 days of written notification to reflect additional costs or obligations incurred by USIC resulting from a change in Customer's requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations.
- 5.6 Without prejudice to any other right or remedy USIC ~~and/or the City of Jackson~~ may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Customer, USIC may terminate the Agreement without any liability being owed thereby by Customer to Contractor, in the event of the occurrence of any of the following:
- 5.6.1. ~~_~~insolvency of Customer;
 - 5.6.2. ~~_~~filing of a voluntary petition in bankruptcy by Customer;
 - 5.6.3. ~~_~~filing of an involuntary petition in bankruptcy against Customer;

- 5.6.4. _appointment of a receiver or trustee for Customer;
- 5.6.5. _execution by Customer of an assignment or any general assignment
 - (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
- 5.6.6. _commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
- 5.6.7. or Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent.

5.7 Without prejudice to any other right or remedy City of Jackson may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Customer, City of Jackson may terminate the Agreement without any liability being owed thereby by Customer to Contractor, in the event of the occurrence of any of the following:

- 5.7.1. insolvency of Contractor;
- 5.7.2. filing of a voluntary petition in bankruptcy by Contractor;
- 5.7.3. filing of an involuntary petition in bankruptcy against Contractor;
- 5.7.4. appointment of a receiver or trustee for Contractor;
- 5.7.5. execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
- 5.7.6. commencement of any legal proceeding against Contractor that, in City of Jackson's opinion, may interfere with City of Jackson's ability to perform in accordance with the Contract;
- 5.7.7. or Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without City of Jackson's advance written consent.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall promptly, and not later than twelve (12) hours from becoming aware of the Damage, notify USIC. This notification may be made by calling USIC at 1-800-778-9140 or by sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 6.2 USIC will investigate incidents of Damage to Customer's Facilities and provide, upon request, a written report of its findings to Customer. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with section 12.
- 6.3 USIC shall be entitled to collect a Damage Investigation Fee for each investigation, performed by USIC relating to a potential or alleged Damage to Customer's Facilities, unless such investigation concludes or the parties ultimately agree that the damage was Locator At Fault.
- 6.4 Customer agrees that should it fail to notify USIC as provided in section 6.1 of any Damage to Customer's Facilities within twelve (12) hours after Customer receives notice of the damage, then USIC shall not be liable to

Customer for Repair Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7, even if it is later determined that such damage constitutes a Locator At Fault Damage.

6.5 When damages are determined to be Locator at Fault Damage, Customer agrees that USIC will be invoiced for repair costs only with supporting documentation provided with the invoice. Customer agrees not to invoice USIC for third party claims administrator fees.

6.6 Customer agrees to submit all supporting documents and detail for any claims related to USIC's failure to perform within 6 months of date of claims invoice. If USIC does not receive supporting detail to justify the invoice, Customer shall waive the ability to further request payment or withhold payment for USIC due to any contested invoices. This provision does not preclude Customer from seeking remedies in a court of competent jurisdiction.

7. Limitation of Liability and Indemnification

7.1 USIC will be responsible for paying Customer's Repair Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities at the location of the Damage, and b) the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Repair Costs payable by USIC shall at no time collectively exceed zero dollars per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. The total liability of USIC for all claims of any kind arising from or related to the formation, performance or breach of this Contract or any products or Services shall not exceed one times the annual collected contract value determined by trailing twelve month period, to the extent compliant with applicable law.

7.2 To the fullest extent compliant with applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including third party administrator fees, and any special, consequential, incidental, indirect or punitive damages, or claims of any customers of Customer for any of the foregoing types of damages. Nothing in Sections 7.1 or 7.2 shall be interpreted to limit liability on the part of USIC for wanton, willful, reckless, or grossly negligent conduct on the part of USIC.

7.3 Any indemnity or hold harmless language is inapplicable to the city as the state Attorney General has opened that such provisions nullify state immunity and appropriate public funds without legislative action. Each party will be responsible for its own acts or omissions.

8. Price Revisions

8.1 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices with the approval of the city of Jackson. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mo_gas_history.html.

9. Environmental Health and Safety Matters

9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures,

which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.

- 9.3 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.4 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.5 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.6 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.

- 9.7 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.
- 9.8 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:
- a. Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
 - b. Information about the design and operation of the Customer's installations that USIC needs;
 - c. Arc flash studies;
 - d. Ground fault studies;
 - e. Hand hole, manhole, and utility vault details; and
 - f. Danger poles tagging
- 9.9 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.10 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time

required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.

9.11 See 7.3.

10. Equal Employment

10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law.

11. Insurance

11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE:	LIMITS:
Workers Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability (contractual liability limited to terms and conditions of the insurance policy)	
Each Occurrence (bodily injury, advertising injury, personal injury and advertising injury)	\$2,000,000
General Aggregate	\$8,000,000
Products Completed Operations Aggregate	\$8,000,000
Medical Limits	Not Covered
Damages to Premises Rented to You Limit	\$1,000,000

Automobile Liability CSL	\$5,000,000
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Cyber	\$10,000,000
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12. Non Solicitation

12.1 Customer agrees that during the Term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

13. Force Majeure

13.1 Neither party shall be deemed to be in default of this Contract to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

14. Contract Modification and Assignment

14.1 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

14.2 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least 60 days' advance notice and the prior written consent of USIC.

15. Contract Entirety

15.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

16. Severability Clause

16.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

17. Contract Notification

17.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

17.1.1 USIC authorized representative:

Attn: Contracts
9045 River Road, Suite 300
Indianapolis, IN 46240,
contracts@usidlc.com

17.1.2 Customer authorized representative:

Attn: Brian Taylor
City of Jackson, TN
105 East Main Suite 103
Jackson, TN 38301
btaylor@jacksontn.gov

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Jackson, TN

USIC Locating Services, LLC

By: _____
(Signature)

By: Brian Wimberger
(Signature)

(Please print)

Brian Wimberger
(Please print)

Title: _____

Title: VP-Sales

Date 2/24/2021~~2/23/2021~~

Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of TN.

Member Codes (state One-Call CDC or Customer Description Codes):

USIC Locating Services, LLC Pricing:

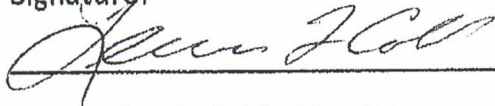
- Per One Call Ticket \$25.00
- Project Rate \$15.00 Per ¼ Hour
- Business Hour Emergency Ticket \$75.00 Flat Fee
- After Hour Emergency Ticket \$75.00 Flat Fee
- Non-At Fault Damage Investigation \$275.00

CERTIFICATE OF OWNER'S ATTORNEY

I, Lewis Cobb, the duly authorized and acting legal representative of the City of Jackson, do hereby certify as follows:

I have examined the contract, surety bonds and the bid/proposal package and the manner of execution hereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature:



Lewis Cobb, City Attorney

Date:

2/22/2021

Clarence Boone
26 South Brooks Drive
Jackson, TN 38301

January 29, 2021

Mark Reid, Executive Director
Jackson Housing Authority
125 Preston Street
Jackson, TN 38301

Cc: Scott Conger, Mayor
Jo Evelyn Alred, Board Chair

Re: Resignation

Dear Mr. Reid,

After much consideration, I have decided to resign from the Board of Commissioners of the Jackson Housing Authority. After nearly 14 years of service on the Board, I am no longer able to dedicate sufficient time and attention to my duties as a commissioner.

I am thankful for the opportunity to serve and I hope that my service helped to uplift our community, even in some small way. I look forward to witnessing the Jackson Housing Authority reaching new heights in serving low- and moderate-income families in Jackson, TN.

Sincerely,



Clarence Boone

MAMIE L. HUTCHERSON

47 Doe Meadow Cove ~ Jackson, TN 38305
(731) 660-2980
mhutcherson@charter.net

OBJECTIVE

To join a progressive organization that offers challenging opportunities for professional growth and development that I might utilize my educational training and professional experience in accounting toward achieving organizational goals.

WORK HISTORY

WRAP (Wo/Men's Resource and Rape Assistance Program)

Director of Finance and Operations

2010 – Present

Responsible for management of all accounting tasks including supervising the receiving and depositing of funds, preparing checks/payments and budgets. Maintain a fund accounting system and the journals, ledgers and other record keeping information that is required by policies and procedures of the agency, state, local and federal government. Prepare all monthly, quarterly, and annual reimbursement reports for 11 separate grants and all financial statements, records, and reports. Manage a \$1.8 million budget and maintained 99%+ accuracy in all audits. Responsible for posting, balancing and maintenance of all financial reports presented by the treasurer of the Board of Directors. Responsible for all aspects of accounts receivable, accounts payable, and payroll (including direct deposit).

Hutcherson Accounting Services, Jackson, TN

Accountant/Proprietor

1989 - Present

Self employed part time. Offer accounting and tax consulting services to small businesses. Setup new or improve existing accounting systems for clients. Perform all payroll functions including W2's, federal tax deposits, tax returns, etc. Prepare all financial statements and tax returns, including sales tax.

Exchange Club-Carl Perkins Center for the Prevention of Child Abuse, Jackson, TN

Controller

1992 - 2006

Responsible for management of all accounting tasks. Assisted the Executive Director projects including approximately \$15 million in grant proposals. Provide accounting support for the annual auction and telethon activities which raised an average of \$750,000 annually. Responsible for all aspects of accounts receivable, accounts payable, and payroll (including direct deposit). Represent Center at various functions. Also present and explain budget to all United Way Allocation committees and various county commissions where funds are requested. Responsible for all personnel files including recording the use and updating the balance of employees' annual and sick leave. Supervised and assisted in the development of 3 subordinate employees.

Internal Revenue Service, Atlanta, GA

Internal Revenue Agent

1987 - 1989

Internal Revenue Service, Memphis, TN

Tax Examiner

1985 - 1987

Approved

EDUCATION

Bachelor of Science in Accounting

Lane College, Jackson, TN

Magna Cum Laude Graduate, December, 1984

Computer Applications

Blackbaud Fund Accounting, Microsoft Word, Excel, PowerPoint, QuickBooks, Intuit Tax software

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
24094	ALEXANDER THOMPSON ARNO	369675	12/31/2020	150984-C	2/16/2021			AUDIT OF FINANCIAL S	19,837.00
			110-41510-253					EX 19,837.00	
			110-21121					AP 19,837.00	
			110-11213					CA 19,837.00	
VENDOR TOTALS									
30769	ALLYGN	810	1/04/2021	150990-C	2/16/2021			RECRUITING SERV-T WO	18,757.44
			110-43800-250					EX 18,757.44	
			110-21121					AP 18,757.44	
			110-11213					CA 18,757.44	
VENDOR TOTALS									
30487	AT&T MOBILITY	287293899797-01	1/11/2021	150998-C	2/16/2021			287293899797X0119202	13,051.10
			110-42150-245					EX 11,147.09	
			142-42129-245					EX 1,798.73	
			110-41310-245					EX 105.28	
			110-21121					AP 11,252.37	
			142-21121					AP 1,798.73	
			110-11213					CA 11,252.37	
			110-11213					CA 1,798.73	
VENDOR TOTALS									
30487	AT&T MOBILITY	287293899797X12	12/11/2020	150559-C	1/25/2021			ACCT:287293899797	19,018.16
			110-42123-320					EX 332.86	
			110-42165-319					EX 665.72	
			142-42129-245					EX 4,205.70	
			110-42150-245					EX 13,709.48	
			110-41310-245					EX 104.40	
			110-21121					AP 14,812.46	
			142-21121					AP 4,205.70	
			110-11213					CA 14,812.46	
			110-11213					CA 4,205.70	
VENDOR TOTALS									
26837	CHANNEL SOLUTIONS INC	11981	1/20/2021	151012-C	2/16/2021			SERV AGREEMENTS-IT	25,200.00
			110-41640-262					EX 25,200.00	
			110-21121					AP 25,200.00	
			110-11213					CA 25,200.00	
VENDOR TOTALS									
30615	CRONE LAW FIRM PLC	03965	12/30/2020	150577-C	1/25/2021			PROFESSIONAL SERV- CO	29,998.86
			110-41300-250					EX 29,998.86	
			110-21121					AP 29,998.86	
			110-11213					CA 29,998.86	
VENDOR TOTALS									

(cell phones)

(cell phones)

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
901172	LAURELWOOD PROPERTY INV 2020-015801 TAX	-----Invoice-----	2/11/2021	150867-C	2/16/2021		CA	Property Tax Refund	10,896.00
			110-13120					EX 10,896.00	
			110-21121				AP	AP 10,896.00	
			110-11213				CA	CA 10,896.00	
VENDOR TOTALS									23,441.00
28295	LIFT WELLNESS CENTER	1-12/10/20	12/10/2020	150616-C	1/25/2021			YRLY MBR DUES-COJ EM	46,674.00
			110-13294					EX 19,902.00	
			110-41111-130					EX 558.00	
			110-41620-130					EX 186.00	
			110-41201-130					EX 372.00	
			110-41310-130					EX 372.00	
			110-41450-130					EX 186.00	
			110-41510-130					EX 186.00	
			110-42100-130					EX 1,116.00	
			110-42110-130					EX 3,180.00	
			110-42115-130					EX 186.00	
			110-42120-130					EX 1,032.00	
			110-42123-130					EX 372.00	
			110-42124-130					EX 186.00	
			110-42130-130					EX 186.00	
			110-42157-130					EX 558.00	
			110-42165-130					EX 186.00	
			110-42180-130					EX 186.00	
			110-43195-130					EX 186.00	
			110-43196-130					EX 186.00	
			110-42220-130					EX 6,816.00	
			110-42220-130					EX 846.00	
			110-42250-130					EX 372.00	
			110-42600-130					EX 1,080.00	
			110-43160-130					EX 186.00	
			110-43190-130					EX 1,218.00	
			131-43230-130					EX 186.00	
			110-43310-130					EX 372.00	
			110-43800-130					EX 372.00	
			110-43911-130					EX 2,352.00	
			110-44100-130					EX 558.00	
			110-44150-130					EX 660.00	
			110-44421-130					EX 186.00	
			110-44410-130					EX 372.00	
			110-44470-130					EX 186.00	
			110-44720-130					EX 558.00	
			110-44730-130					EX 846.00	
			110-44505-130					EX 186.00	
			110-21121				AP	AP 46,488.00	
VENDOR TOTALS									10,896.00

Number	Name	Invoice	Intv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
VENDOR TOTALS									
1245	MADISON CO TRUSTEE	33078	1/20/2021	150623-C	150623-C	1/25/2021		MIXED LIQUOR TAX-DEC	17,385.50
			131-21121				AP	186.00	
			110-11213				CA	46,488.00	
			110-11213				CA	186.00	

								46,674.00	
VENDOR TOTALS									
24223	MADISON COUNTY DEVELOPM	Jan-21	1/31/2021	151090-C	151090-C	2/16/2021		LANDFILL DUMPING-H&S	278,105.24
			131-43230-242				EX	278,105.24	
			131-21121				AP	278,105.24	
			110-11213				CA	278,105.24	

								278,105.24	
VENDOR TOTALS									
27782	MOTOROLA SOLUTIONS INC	8230307465	1/02/2021	150631-C	150631-C	1/25/2021		ACCT:1000525967	34,080.68
			110-42600-262				EX	34,080.68	
			110-21121				AP	34,080.68	
			110-11213				CA	34,080.68	

								34,080.68	
VENDOR TOTALS									
26011	MSB CONSTRUCTION	1670	12/30/2020	150632-C	150632-C	1/25/2021		LOBBY REPAIRS-CITY H	50,000.00
			315-41611-900				EX	50,000.00	
			315-21121				AP	50,000.00	
			110-11213				CA	50,000.00	

								50,000.00	
VENDOR TOTALS									
901050	PRINGLES MANUFACTURING	2017-022234 TAX	2/11/2021	150911-C	150911-C	2/16/2021		Property Tax Refund	11,673.00
			110-13117				EX	11,673.00	
			110-21121				AP	11,673.00	
			110-11213				CA	11,673.00	

								11,673.00	
VENDOR TOTALS									
27981	ROBERTS-GIBSON INC	7035D	2/10/2021	151131-C	151131-C	2/16/2021		GAS-GARAGE	14,102.44
			110-14111				EX	14,102.44	
			110-21121				AP	14,102.44	
			110-11213				CA	14,102.44	

								14,102.44	
VENDOR TOTALS									
27981	ROBERTS-GIBSON INC	83089	1/29/2021	151131-C	151131-C	2/16/2021		GAS-GARAGE	13,364.24
			110-14111				EX	13,364.24	
			110-21121				AP	13,364.24	
			110-11213				CA	13,364.24	

								13,364.24	
VENDOR TOTALS									
								27,466.68	

(Main agreement - Cent Disp)

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
7507	SPRAGINS BARNETT & COBB	27968-02/16/21	2/02/2021	151142-C	2/16/2021			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									
30609	SUPERION LLC	303168	12/28/2020	150652-C	1/25/2021			POLICE-TO-POLICE ANN	13,272.00
			110-42100-250					EX 13,272.00	
			110-21121					AP 13,272.00	
			110-11213					CA 13,272.00	
VENDOR TOTALS									
15137	TN DEPT OF COMM & INS	2/8/2021	2/08/2021	151162-C	2/16/2021			TRAINING/BASIC POL S	20,350.00
			110-42100-289					EX 20,350.00	
			110-21121					AP 20,350.00	
			110-11213					CA 20,350.00	
VENDOR TOTALS									
18709	TOP DOGS POLICE K-9 ACA	02/05/21	2/05/2021	151169-C	2/16/2021			PRE-TRAINED DUAL PUR	12,800.00
			110-42180-321					EX 12,800.00	
			110-21121					AP 12,800.00	
			110-11213					CA 12,800.00	
VENDOR TOTALS									
27819	TRI STAR ENERGY LLC	INV-151446	1/06/2021	151175-C	2/16/2021			GAS-GARAGE	13,023.91
			110-14111					EX 13,023.91	
			110-21121					AP 13,023.91	
			110-11213					CA 13,023.91	
VENDOR TOTALS									
30512	WM CORPORATE SERVICES I	02/01/21A	2/01/2021	151190-C	2/16/2021			COMM LOOSE/RES PU-H&S	228,079.67
			131-43230-297					EX 228,079.67	
			131-21121					AP 228,079.67	
			110-11213					CA 228,079.67	
VENDOR TOTALS									
30512	WM CORPORATE SERVICES I	2/1/2021B	2/01/2021	151190-C	2/16/2021			COMM PU/ADJUS-H&S	254,648.81
			131-43230-298					EX 254,648.81	
			131-21121					AP 254,648.81	
			110-11213					CA 254,648.81	
VENDOR TOTALS									
30512	WM CORPORATE SERVICES I	2/1/2021C	2/01/2021	151190-C	2/16/2021			ROLLOFF/ADJUS-H&S	108,449.70
			131-43230-298					EX 108,449.70	
			131-21121					AP 108,449.70	
			110-11213					CA 108,449.70	
VENDOR TOTALS									
30512	WM CORPORATE SERVICES I	4918581-2268-3	2/01/2021	151189-C	2/16/2021			TEMP CONTAINERS-H&S	17,516.26

Date: 2/23/2021
Time: 09:07
User: WHETSTOC

CITY OF JACKSON
Invoice History Report

Page: 6
Id: AP4610

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
			131-43230-243				EX	17,516.26	
			131-21121				AP	17,516.26	
			110-11213				CA	17,516.26	
VENDOR TOTALS									608,694.44
GRAND TOTAL									1,578,819.69