

AGENDA

JACKSON CITY COUNCIL MEETING

August 3, 2021 – 9:00 A.M

George A Smith Meeting Room

- I. CALL TO ORDER.**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.**
Russ McKelvey
- III. ROLL CALL**
- IV. APPROVAL OF MINUTES OF THE JULY 6, 2021 CITY COUNCIL MEETING**
- V. PROCLAMATIONS/RECOGNITIONS**
- VI. INVITATION FOR PUBLIC COMMENT**
- VII. FIRST READING**
 - 1. Consideration of a Plan of Service, proposed annexation and zoning for an area referred to as "Bible", submitted by Shane McAlexander, comprising 102.33 acres, more or less, located at the southwest quadrant of U.S. Highway 45 North and Ashport Road. The proposed zoning for the area is B-5 (Highway Business) District for Area 1, RG-2 (General Residential) District for Area 2 and RS-2 (Single Family Residential) District for Area 3
 - 2. Consideration of a Resolution to limit truck traffic on East Main Street from North Royal Street to Highway 70 Bypass
 - 3. Consideration of a Proposed Budget Amendment for Drug Court Grant - \$70,000.00

4. Consideration of a Proposed Budget Amendment for Gang Prosecutor - \$88,590.26
5. Consideration of a Proposed Budget Amendment for the Repair of the Riverside Cemetery Brick Wall - \$96,000.00

VIII. SECOND READING

1. Proposed Budget Ordinance Not to Exceed \$4,000,000.00 Transferred from General Fund to Capital Outlay Fund For Street Paving.
2. Proposed Budget Amendment to Capital Outlay Fund \$1,450,000.00 for Homeless Shelter.
3. Proposed Budget Amendment to Capital Outlay Fund \$28,650.00 to Fund Two Mowers for Groundskeeping.
4. Proposed Budget Amendment Solid Waste Fund \$229,116.00 to Fund Four New Positions.
5. Proposed Budget Amendment to General Fund \$12,246.75 to General Fund Insurance Recovery JPD Vehicle.
6. Consideration of an Ordinance to abandon a street stub on Clay Street.

IX. NEW BUSINESS

1. Consideration of a Contract with United Way to Implement the Jackson-Madison County Financial Empowerment Center.
2. Presentation of Anti-Poverty Task Force Annual Report
3. Consideration of budget amendments less than \$10,000.00
4. Consideration of Invoices over \$10,000.00

X. ADJOURN.

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



Telephone: 731-425-8286
Fax: 731-927-8781
Email: spilant@jacksontn.gov

MEMORANDUM

TO: Mayor Scott Conger

FROM: Brittany Alexander, Planning Coordinator

SUBJECT: Planning Related Council Agenda Items for August 2021

DATE: July 21, 2021

Please place the following planning related council agenda items under First Reading on the August, 2021 City Council Agenda:

1. Consideration of a Plan of Service, proposed annexation and zoning for an area referred to as "Bible", submitted by Shane McAlexander, comprising 102.33 acres, more or less, located at the southwest quadrant of U.S. Highway 45 North and Ashport Road. The proposed zoning for the area is B-5 (Highway Business) District for Area 1, RG-2 (General Residential) District for Area 2 and RS-2 (Single Family Residential) District for Area 3
2. Consideration of a Resolution to limit truck traffic on East Main Street from North Royal Street to Highway 70 Bypass

Also, please place the following planning related council agenda item under Second Reading on the August, 2021 City Council Agenda:

1. Consideration of an Ordinance to abandon a street stub on Clay Street

Scott Conger, Mayor

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



Telephone: 731-425-8286
Fax: 731-927-8781
Email: spilant@jacksontn.gov

MEMORANDUM

TO: Jackson City Council

FROM: Planning Staff

RE: Bible Annexation

DATE: July 21, 2021

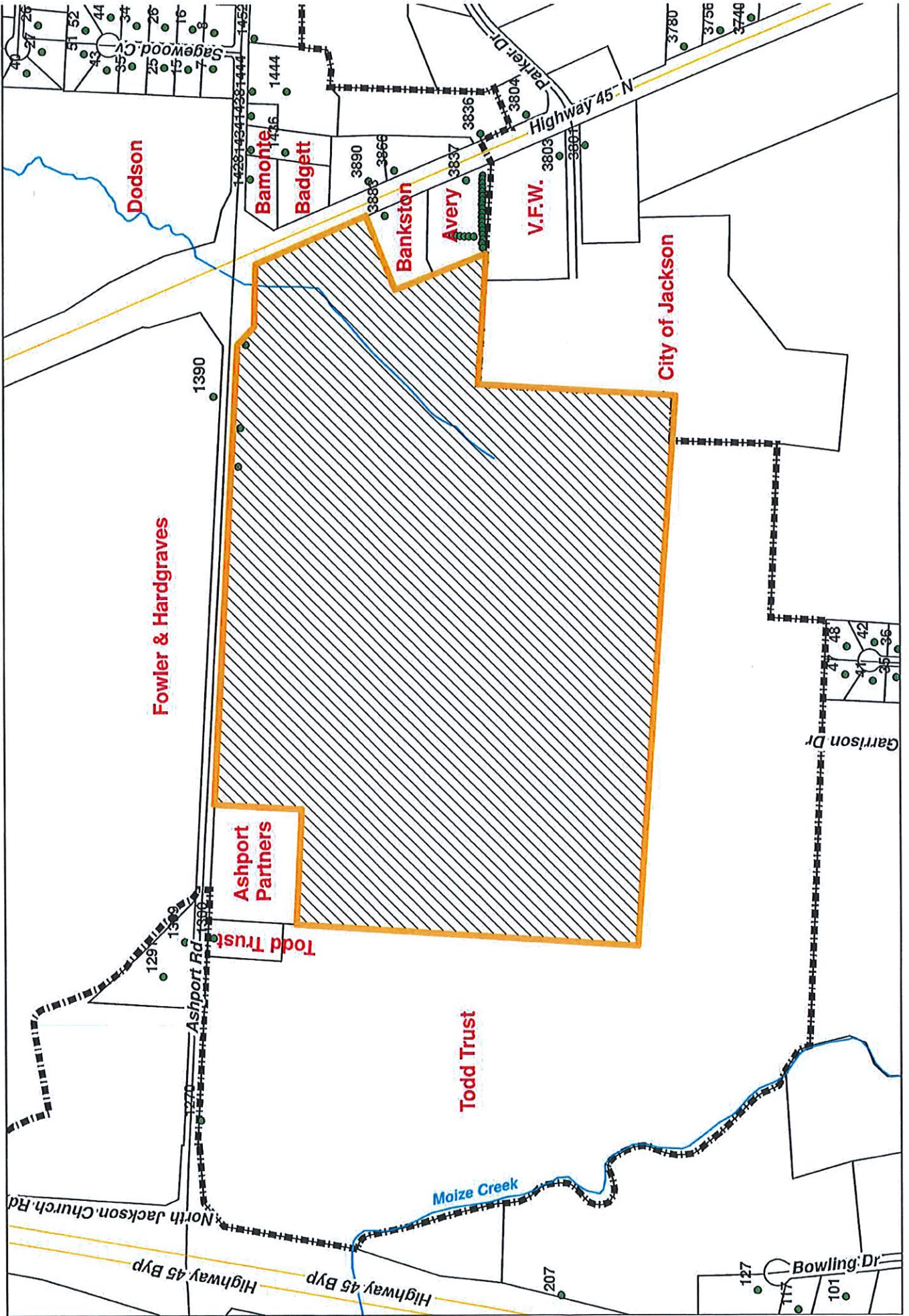
The Jackson Municipal Regional Planning Commission met on Wednesday, July 7, 2021, and unanimously recommended approval of the annexation, plan of service and zoning classifications, as recommended by the staff.

The Planning Staff recommended approval of the annexation, plan of service and zoning classifications of B-5 (Highway Business) District for Area 1, RG-2 (General Residential) District for Area 2 and RS-2 (Single Family Residential) District for Area 3.

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

Scott Conger, Mayor

**NOTICE OF PROPOSED ANNEXATION - BIBLE AREA
S.W. QUADRANT OF U. S. HIGHWAY 45 NORTH & ASHPORT ROAD**



**RESOLUTION TO ADOPT A
PLAN OF SERVICE
FOR THE ANNEXATION OF AN AREA REFERRED TO AS
BIBLE ANNEXATION AREA**

Pursuant to the provisions of Section 6-51-102, as amended, of the Tennessee Code Annotated there is hereby proposed the following plan of service for the area described above, by the City of Jackson, Tennessee, more fully described as follows:

Beginning at a point of intersection on the west margin of U. S. Highway 45 North and the south margin of Ashport Road, said point being the northeast corner of the William B. Bible Trust as recorded in Deed Book 701, Pages 1833 & 1836 in the Register's Office in Madison County, Tennessee; thence along the south margin of Ashport Road, N 87o 41' 36" W, 238.32 feet; thence N 56o 20' 06" W, 94.18 feet; thence N 87o 07' 00" W, 857.72 feet; thence N 86o 48' 00" W, 1,065.39 feet to a point; thence leaving the south margin of Ashport Road, S 03o 19' 00" W, 367.43 feet to a point; thence N 86o 48' 00" W, 468.51 feet to a point on the west margin of said Bible tract; thence S 03o 51' 15" W, 1,445.13 feet to a point at the southwest corner of said Bible tract; thence east along the south line of Bible tract, S 86o 29' 17" E, 2,111.13 feet to a point; thence S 86o 18' 19" E, 166.05 feet to a point at the southeast corner of the Bible tract; thence N 03o 07' 11" E, 593.00 feet; thence N 02o 33' 22" E, 227.24 feet to an internal corner of the Bible tract; thence S 87o 02' 39" E, 543.33 feet to a found 1" pipe at the southwest corner of the Jeffery J. & Tracy N. Avery tract as recorded in Deed Book 741, Page 524 in the Register's Office in Madison County, Tennessee; thence N 23o 10' 00" W, 402.17 feet; to the northwest corner of the Kevin C. & Ginger Priddy Bankston tract as recorded in Deed Book 746, Page 1929 in the Register's Office in Madison County, Tennessee; thence N 69o 50' 00" E, 351.00 feet to a point on the west margin of U. S. Highway 45 North; thence N 23o 10' 00" W, 187.83 feet to a point; thence S 66o 50' 00" W, 3.00 feet to a point; thence N 23o 10' 00" W, 332.48 feet to the point of beginning and containing 102.33 +/- acres.

A. Police

1. Patrolling, radio response to calls, and other routine police services using present personnel and equipment will be provided on the effective date of annexation.
2. As the area described above begins to develop and population increases, additional police personnel and patrol cars will be added, if needed, to maintain the present level of police service throughout the city, including the newly annexed area.

B. Fire

1. Fire protection will be provided by the Jackson Fire Department supported by the Madison County Volunteer Fire Department under an existing mutual aid agreement between said departments.
2. Fire protection for the area will be accomplished using present personnel and equipment on the effective date of annexation.

C. Water

1. Water is currently available along all road frontages. Service and cost to be determined at the time of request.

D. Wastewater

1. Wastewater will require a developer installed lift station and approximately 4,500 LF of force main towards Passmore Ln. Wastewater shall be installed by the developer at the developer's cost and may require up to one (1) year for planning, easements, permitting, and installation.

E. Electricity

1. JEA Electric currently stops at the City limits south on North Highland Avenue and also west on Ashport Road. Service will be extended along road right of way at no cost to serve the development once annexed and requested.

F. Gas

1. Gas is currently available for this area. JEA to install gas main justified by load inside any development or subdivision of this annexation area after final plat approved. Gas services and cost to be determined at the time service is requested.

G. Refuse Collection

1. The refuse collection service now provided to the city will be extended to the Bible Annexation Area.

H. Streets

1. Once developed, routine maintenance on the same basis as in the present city will begin in the annexed area, if applicable, when funds from the state gasoline tax, based on the annexed population, are received by the city (usually July 1 following the effective date of annexation).
2. If needed reconstruction and resurfacing of streets, reconstruction of curb and gutter, and other such major improvements will be accomplished under current city policy.
3. Appropriate street name signs will be installed as needed.

I. Inspection Services

1. All inspection services provided by the city (building, electrical, plumbing, gas, housing, fire, sanitation, etc.) will begin in the annexed area upon the effective date of annexation.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the Jackson Municipal Regional Planning Commission presently includes the Bible Annexation Area and will continue to serve the area after the effective date of annexation.
2. Specific zoning for the annexed area will be adopted upon the effective date of annexation. The proposed zoning classification for the Southwest quadrant of U.S. Highway 45 North and Ashport Annexation Area is B-5 (Highway Business) District for Area 1, RG-2 (General Residential) District for Area 2 and RS-2 (Single Family Residential) District for Area 3.

K. Street Lights

1. Street lights will be installed in the area as it develops to a level determined to warrant such installation.

L. Recreation

1. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

M. Telecommunications

1. Telecommunications will serve the requested area following the route chosen by JEA Electric. Fiber optic cable can be fed from transport fiber west of the area along Hwy 45 Bypass. Fiber optic cable can also be fed from southeast of the area, with transport fiber along North Highland Ave. Both potential routes will originate from the North Star Hub site.

ORDINANCE # _____

**AN ORDINANCE TO ANNEX CERTAIN TERRITORY
AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES
OF THE CITY OF JACKSON, TENNESSEE FOR AN AREA REFERRED TO AS
BIBLE**

WHEREAS, a public hearing before this body was held on the 3rd day of August, 2021 and notice thereof published in the Jackson Sun on the 19th day of July 2021; and

WHEREAS, it now appears the prosperity of this city and of the territory herein described will be materially retarded and the safety and welfare of the inhabitants and property thereof endangered if such territory is not annexed; and

WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and of the city as a whole; and

WHEREAS, a plan of service for this area was adopted by Resolution on August 3, 2021 as required by Tennessee Code Annotated Section 6-51-103.

NOW, THEREFORE, be it ordained by the Council of the City of Jackson, Tennessee:

SECTION 1. In accordance with TCA Sections 6-51-102 through 6-51-113, there is hereby annexed to the City of Jackson, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Embracing that certain part of Madison County, Tennessee, being more particularly described, as follows:

Beginning at a point of intersection on the west margin of U. S. Highway 45 North and the south margin of Ashport Road, said point being the northeast corner of the William B. Bible Trust as recorded in Deed Book 701, Pages 1833 & 1836 in the Register's Office in Madison County, Tennessee; thence along the south margin of Ashport Road, N 87o 41' 36" W, 238.32 feet; thence N 56o 20' 06" W, 94.18 feet; thence N 87o 07' 00" W, 857.72 feet; thence N 86o 48' 00" W, 1,065.39 feet to a point; thence leaving the south margin of Ashport Road, S 03o 19' 00" W, 367.43 feet to a point; thence N 86o 48' 00" W, 468.51 feet to a point on the west margin of said Bible tract; thence S 03o 51' 15" W, 1,445.13 feet to a point at the southwest corner of said Bible tract; thence east along the south line of Bible tract, S 86o 29' 17" E, 2,111.13 feet to a point; thence S 86o 18' 19" E, 166.05 feet to a point at the southeast corner of the Bible tract; thence N 03o 07' 11" E, 593.00 feet; thence N 02o 33' 22" E, 227.24 feet to an internal corner of the Bible tract; thence S 87o 02' 39" E, 543.33 feet to a found 1" pipe at the southwest corner of the Jeffery J. & Tracy N. Avery tract as recorded in Deed Book

741, Page 524 in the Register's Office in Madison County, Tennessee; thence N 23o 10' 00" W, 402.17 feet; to the northwest corner of the Kevin C. & Ginger Priddy Bankston tract as recorded in Deed Book 746, Page 1929 in the Register's Office in Madison County, Tennessee; thence N 69o 50' 00" E, 351.00 feet to a point on the west margin of U. S. Highway 45 North; thence N 23o 10' 00" W, 187.83 feet to a point; thence S 66o 50' 00" W, 3.00 feet to a point; thence N 23o 10' 00" W, 332.48 feet to the point of beginning and containing 102.33 +/- acres.

SECTION 2. This Ordinance shall become effective thirty (30) days after its passage, the public welfare requiring it.

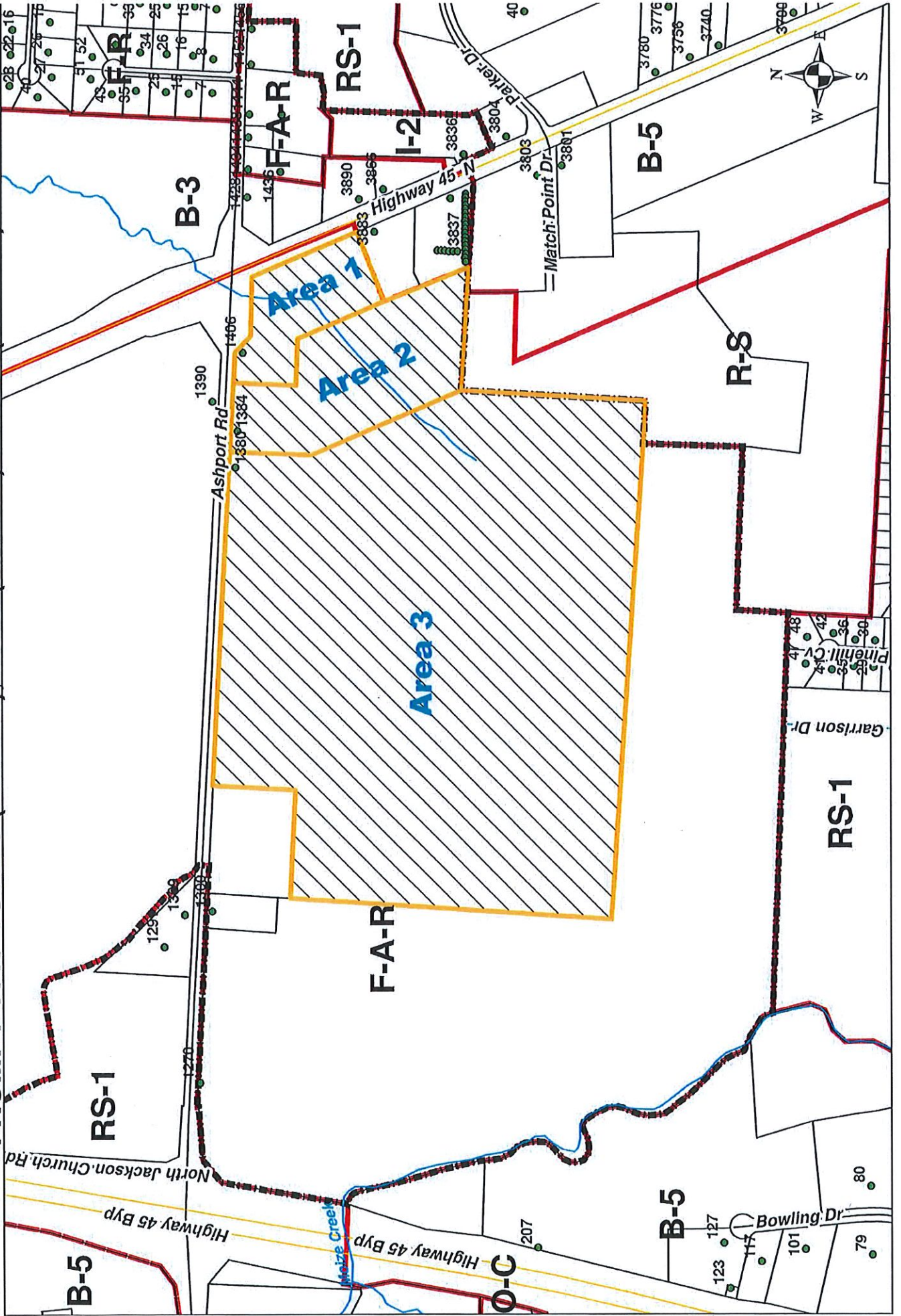
MAYOR

First Reading: _____

Second Reading: _____

Effective Date: _____

**PROPOSED ZONING- BIBLE ANNEXATION AREA
S.W. QUADRANT OF U. S. HIGHWAY 45 NORTH & ASHPORT ROAD
FROM: F-A-R TO: B-5 (AREA 1), RG-2 (AREA 2) & RS-2 (AREA 3)**



ORDINANCE # _____

**AN ORDINANCE TO AMEND THE OFFICIAL MAP OF THE
CITY OF JACKSON**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON; THAT

SECTION I. The Official Zoning Ordinance of the City of Jackson and the Zoning Map, which is part thereof, is hereby amended by changing from a county zoning classification of F-A-R (Forestry Agriculture Recreation) District to a city zoning classification of B-5 (Highway Business) District for Area 1, RG-2 (General Residential) District for Area 2 and RS-2 (Single Family Residential) District for Area 3, an annexation area referred to as "Bible", comprising 102.33 acres more or less, generally located at the southwest quadrant of U.S. Highway 45 North and Ashport Road, and being more fully described as follows:

AREA 1 FROM: F-A-R TO: B-5

Beginning at a point of intersection on the west margin of U. S. Highway 45 North and the south margin of Ashport Road, said point being the northeast corner of the William B. Bible Trust as recorded in Deed Book 701, Pages 1833 & 1836 in the Register's Office in Madison County, Tennessee; thence along the south margin of Ashport Road, N 87° 41' 36" W, 238.32 feet to a point; thence N 56° 20' 06" W, 94.18 feet to a point; thence N 87° 07' 00" W, 164.70 feet to a point; thence S 02° 14' 08" W, 278.04 feet to a point; thence S 87° 45' 52" E, 206.34 feet to a point; thence S 23° 10' 00" E to a point at the northwest corner of the Kevin C. & Ginger Priddy Bankston tract as recorded in Deed Book 746, Page 1929 in the Register's Office in Madison County, Tennessee; thence N 69° 50' 00" E, 351.00 feet to a point on the west margin of U. S. Highway 45 North; thence N 23° 10' 00" W, 187.83 feet to a point; thence S 66° 50' 00" W, 3.00 feet to a point; thence N 23° 10' 00" W, 332.48 feet to the point of beginning and containing 5.78 +/- acres.

AREA 2 FROM: F-A-R TO: RG-2

Beginning at a point of intersection on the west margin of U. S. Highway 45 North and the south margin of Ashport Road, said point being the northeast corner of the William B. Bible Trust as recorded in Deed Book 701, Pages 1833 & 1836 in the Register's Office in Madison County, Tennessee; thence along the south margin of Ashport Road, N 87° 41' 36" W, 238.32 feet to a point; thence N 56° 20' 06" W, 94.18 feet to a point; thence N 87° 07' 00" W, 164.70 feet to THE TRUE POINT OF BEGINNING; thence N 87° 07' 00" W, 294.96 feet to a point; thence leaving the south margin of Ashport Road, S 02° 14' 08" W, 362.99 feet to a point; thence S 23° 10' 00" E, 720.19 feet to a point at the northwest corner of City of Jackson as recorded indeed Book 721, Page 1452; thence S 87° 02' 39" E, 543.33 feet to a found 1" pipe at the southwest corner of the Jeffery J. & Tracy N. Avery tract as recorded in Deed Book 741, Page 524 in the Register's Office in Madison County, Tennessee; thence N 23° 10' 00" W, 402.17 feet; to the northwest corner of the Kevin C. & Ginger Priddy Bankston tract as recorded in Deed Book 746, Page 1929 in the Register's Office in Madison County, Tennessee; N 23° 10' 00" W, 415.93 feet to a point; thence N 87° 45' 52" W, 206.34 feet to a point thence N 02° 14' 08" E, 278.04 feet to THE TRUE POINT OF BEGINNING and containing 10.98 +/- acres.

AREA 3 FROM: F-A-R TO: RS-2

Beginning at a point of intersection on the west margin of U. S. Highway 45 North and the south margin of Ashport Road, said point being the northeast corner of the William B. Bible Trust as recorded in Deed Book 701, Pages 1833 & 1836 in

the Register's Office in Madison County, Tennessee; thence along the south margin of Ashport Road, N 87° 41' 36" W, 238.32 feet to a point; thence N 56° 20' 06" W, 94.18 feet to a point; thence N 87° 07' 00" W, 459.66 feet to THE TRUE POINT OF BEGINNING; thence N 87° 07' 00" W, 398.06 feet to a point; thence continuing west along the south margin of Ashport Road, N 86° 48' 00" W, 1071.06 feet to a point; thence leaving the south margin of Ashport Road, S 03° 19' 00" W, 367.43 feet to a point; thence N 86° 48' 00" W, 468.51 feet to a point on the west margin of said Bible tract; thence S 03° 51' 15" W, 1,445.13 feet to a point at the southwest corner of said Bible tract; thence east along the south line of Bible tract, S 86° 29' 17" E, 2,111.13 feet to a point; thence S 86° 18' 19" E, 166.05 feet to a point at the southeast corner of the Bible tract; thence N 03° 07' 11" E, 593.00 feet; thence N 02° 33' 22" E, 227.24 feet to the northwest corner of City of Jackson, Deed Book 721, Page 1452; thence N 23° 10' 00" W, 720.19 feet to a point; thence N 02° 14' 08" E, 362.99 feet to THE TRUE POINT OF BEGINNING and containing 85.57 +/- acres.

SECTION II. This Ordinance becomes effective 30 days after its adoption, the public welfare requiring

it.

MAYOR

INTRODUCED: _____

ADOPTED: _____

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



Telephone: 731-425-8286
Fax: 731-927-8781
Email: spilant@jacksontn.gov

MEMORANDUM

TO: Jackson City Council

FROM: Planning Staff

RE: Resolution – Limit Truck Traffic on East Main Street

DATE: July 21, 2021

The Jackson Municipal Regional Planning Commission met on Wednesday, July 7, 2021, and unanimously recommended approval of a Resolution to limit truck traffic on East Main Street, as recommended by the staff.

The Planning Staff recommended approval of a Resolution to restrict truck traffic for trucks, considered as light duty, that are less than seven tons from North Royal Street to Highway 70 Bypass.

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

Scott Conger, Mayor

RESOLUTION
TO LIMIT TRUCK TRAFFIC ON EAST MAIN STREET
FROM NORTH ROYAL STREET TO HIGHWAY 70 BYPASS

WHEREAS, the City Council of the City of Jackson, Tennessee is vitally interested in providing the city with safe and efficient public thoroughfares; and

WHEREAS, East Main Street, from North Royal Street to Highway 70 Bypass, is designated as a minor collector street which serves mostly residential areas and will not support the heavy truck traffic that is presently causing severe stress to the road surface; and

WHEREAS, this section of East Main passes through the East Main Historic District and the continued heavy truck traffic negatively impacts the lives of the homeowners that reside there; and

WHEREAS, the Jackson Municipal Regional Planning Commission has recommended that truck traffic be limited on this section of East Main Street shown on the attached map; and

WHEREAS, the City Council of the City of Jackson has the authority under Title 15 Motor Vehicles, Traffic and Parking, Chapter 2 TRUCK AND COMMERCIAL VEHICLE REGULATION, ETC., Section 15-203 Limits on truck traffic on certain streets of the City Code of Jackson, Tennessee to regulate truck traffic on city streets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jackson that East Main Street, as depicted on the attached map, shall be closed to all trucks weighing in excess of seven (7) tons.

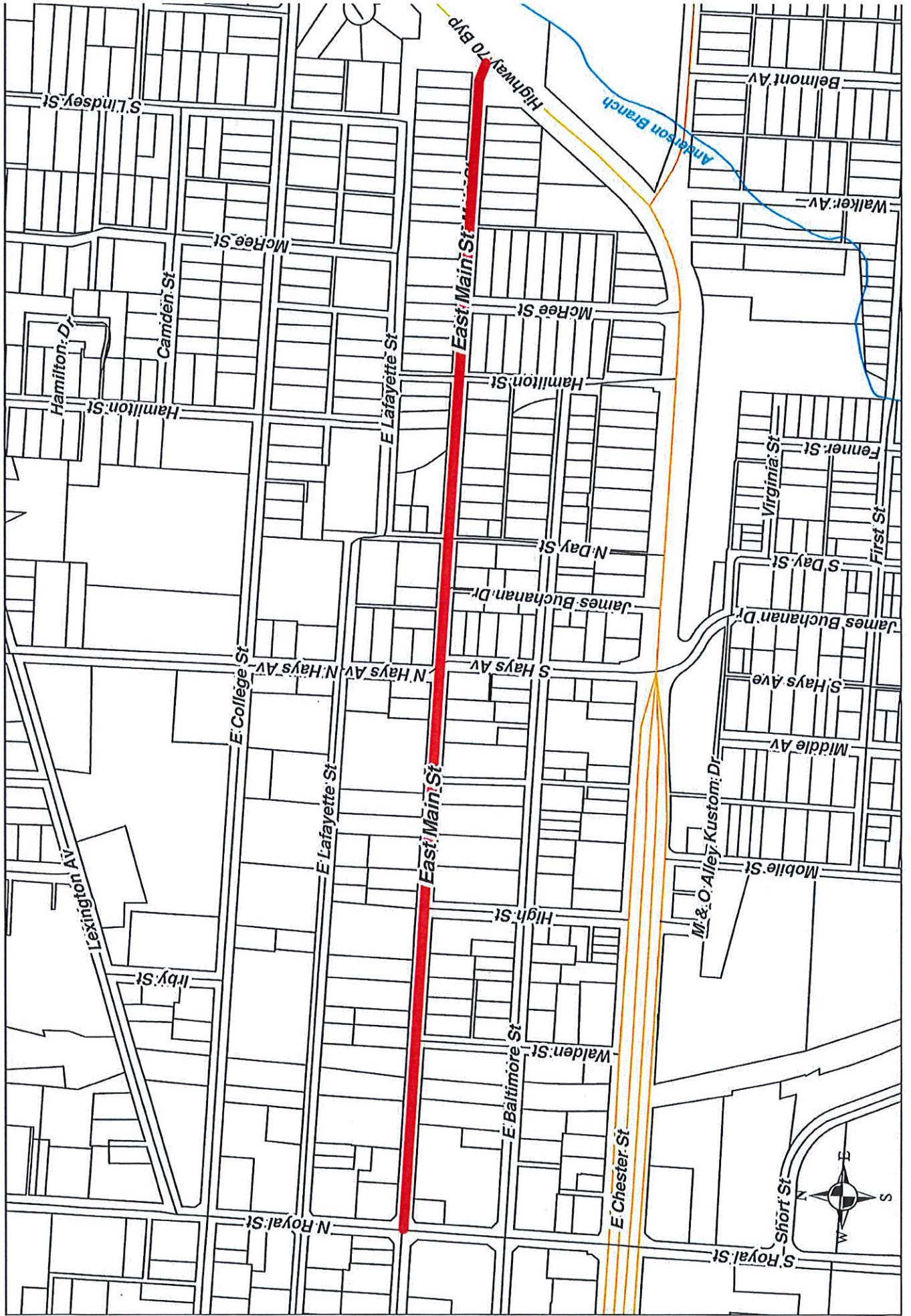
Adopted this _____ day of _____, 2021 by the City Council of the City of Jackson, Tennessee.

SCOTT CONGER, MAYOR

ATTEST:

CITY RECORDER

EAST MAIN STREET - FROM NORTH ROYAL STREET TO HWY 70 BYPASS LIMITED TRUCK TRAFFIC



P.O.E.M.S.

(Preservation of East Main and Surroundings)

~~561 588~~ East Main Street

Jackson, Tennessee 38301

17 May 2021

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

Dear Mayor Conger;

We, the residents of East Main Street, request that you close East Main Street from the Railroad Tracks just East of Royal Street east to Highway 70 to semi-truck traffic and place signs reading "No Trucks" at each end of East Main Street residential area.

The justification for this request is as follows. This area is a residential neighborhood, made up of families with children and elderly and frequent trucks represent a safety hazard. We also have vehicles parked on the south side of the road towards the west side of East Main and on both sides of the road farther east, also creating a safety hazard. In the historic area of East Main Street, the large trucks have frequently damaged or completely torn off the flags that mark the historic area as well as the American flags that are flown there. In addition, there are other, more suitable, routes for the truck to follow (e.g., via Chester St, or the 45 Bypass).

I have spoken with Mr. Scott Pate, who is in charge of Traffic at the local TDOT office. He has assured me that the decision to not allow trucks on East Main Streets rests with the city. However, if you have any questions or concerns, you may contact him for further information ((731) 935-0285, scott.pate@tn.gov).

Thank you for your consideration of this request. If there is a hearing concerning this matter, we will be happy to send a representative.

Sincerely,


Leanne J. Braddock
President, POEMS
901-219-0319
Leanne.braddock@gmail.com

Copy to: Mr. Greg Rowland

Yesterday and Today for Tennessee

CITY OF JACKSON
 FY22 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 6

Revised 7/22/21

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
DRUG COURT GRANT REVENUE				
Drug Court Grant	110-33141	-	70,000.00	70,000.00
TOTAL REVENUE		-	70,000.00	70,000.00

Account/Description		APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
EXPENDITURE				
DRUG COURT GRANT EXPENSE				
Professional Fee	110-41204-250	-	52,540.00	52,540.00
Operating Supplies	110-41204-320	-	13,910.00	13,910.00
Travel and Training	110-41204-280	-	3,350.00	3,350.00
Specific Assistance	110-41204-531	-	-	-
Other Non-Personnel	110-41204-329	-	200.00	200.00
TOTAL EXPENDITURE		-	70,000.00	70,000.00

NOTES

Combined Sppecific Assistance with Professional fee. Approved by grantor.

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Original 6/29/2021
 Created Date: Revised 7/22/21 By: Cathy Keck

CITY OF JACKSON
 FY22 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 10

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
GRIT PROSECUTOR REVENUE	-	-	-
TOTAL REVENUE	-	-	-

EXPENDITURE Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
GRIT PROSECUTOR EXPENSE			
Salary	110-42197-111	13,876.00	59,648.00
Benefits	110-42197-130	5,668.00	21,978.26
Office Supplies	110-42197-310	-	2,750.00
Travel and Training	110-42197-280	-	3,390.00
Other Non-Personnel	110-42197-329	-	824.00
TOTAL EXPENDITURE	19,544.00	88,590.26	108,134.26

City of Jackson is absorbing the cost of GRIT (Gang Resistance Intervention Training) prosecutor since grant program funding is no longer available through OCJP. Revenue will be adjusted at end of year from General Fund balance.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 7/8/2021 By: Cathy Keck

Assistant District Attorney - New Plan

Hired on or after July 1, 1994	Monthly	Annually	Salary after 7/1/2014 *	
			5.0%	7.0%
Entry Level	4,362	52,344	49,726.80	48,679.92
Level 1	4,636	55,632	52,850.40	51,737.76
Level 2	4,909	58,908	55,962.60	54,784.44
Level 3	5,186	62,232	59,120.40	57,875.76
Level 4	5,461	65,532	62,255.40	60,944.76
Level 5	5,732	68,784	65,344.80	63,969.12
Level 6	6,007	72,084	68,479.80	67,038.12
Level 7	6,283	75,396	71,626.20	70,118.28
Level 8	6,560	78,720	74,784.00	73,209.60
Level 9	6,831	81,972	77,873.40	76,233.96
Level 10	7,107	85,284	81,019.80	79,314.12
Level 11	7,381	88,572	84,143.40	82,371.96
Level 12	7,651	91,812	87,221.40	85,385.16
Level 13	7,925	95,100	90,345.00	88,443.00
Level 14	8,199	98,388	93,468.60	91,500.84
Level 15	8,472	101,664	96,580.80	94,547.52
Level 16	8,747	104,964	99,715.80	97,616.52
Level 17	8,995	107,940	102,543.00	100,384.20
Level 18	9,237	110,844	105,301.80	103,084.92
Level 19	9,469	113,628	107,946.60	105,674.04
Level 20	9,688	116,256	110,443.20	108,118.08
Level 21	10,008	120,096	114,091.20	111,689.28
Level 22	10,337	124,044	117,841.80	115,360.92
Level 23	10,676	128,112	121,706.40	119,144.16
Level 24	11,055	132,660	126,027.00	123,373.80
Level 25	11,430	137,160	130,302.00	127,558.80

8-7-227. Prior service credits for assistant district attorneys general (Hired on or after July 1, 1994)

The Executive Director of the Tennessee District Attorneys General Conference shall certify the entry level of compensation awarded to assistant district attorneys general based on prior service credits. Assistant district attorneys general shall be entitled to prior service credits as follows:

- (1) Any assistant district attorney general who has prior experience as an assistant district attorney, a district attorney general, a criminal investigator for the District Attorneys General, a United States attorney, an assistant United States attorney, an assistant attorney general representing the state in criminal litigation, an elected judge of a court that had criminal jurisdiction, an attorney that served as a law clerk for an appellate or trial judge of a court with criminal jurisdiction, a district public defender, an assistant district public defender, or one who as a commissioned officer, working as a military attorney in the field of criminal prosecution while on full-time active duty in the judge advocate general's corps of any of the armed services of the United States, shall be eligible to receive year-for-year credit upon the recommendation of the hiring District Attorney General, and subject to the approval of the executive committee of the Tennessee District Attorneys General Conference.
- (2) The Executive Director of the Tennessee District Attorneys General Conference may certify prior service credits for prior practice of law but not exceeding the assistant's experience as a licensed practicing attorney and, in no case, shall year-for-year credit exceed twelve (12) years.

* Salaries calculated for hybrid retirement plan effective 7/1/2014



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ASSISTANT DISTRICT ATTORNEYS GENERAL:
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COUNTIES:
MADISON, CHESTER, HENDERSON

MEMORANDUM

TO: JODY PICKENS
FROM: BRADLEY CHAMPINE
RE: GANG PROSECUTOR CONTINUATION 2021
DATE: 2/2/2021

Overview:

The purpose of this memo is to provide you with a quick overview of three topics:

- (1) the **gang prosecutor position's total stats** to date (which encompass 2014 thru 2020),
- (2) the **gang prosecutor case highlights**, and
- (3) **grant historical budgetary information.**

This memo was written internally for the purpose of preparing a future proposal to preserve this position in our office. I have divided the memo in to three sections, as outlined above. Attached to the memo are all the documents I relied on in writing the memo.

The documents supplied to me by Lt. Jones were voluminous (as anything this long-running and involving this much paperwork would be) so I wanted to present the relevant information in a way that you don't have to waste your time pouring over documents to find what you need.

We think the information in this memo will establish the importance and necessity of the gang prosecutor position in the 26th District, both now and in the future.

Part One | Case Stats:

The original GRIT grant appears to have begun sometime back in 2013, but statistical reports for the gang prosecutor begin July of 2014¹. The format for reporting stats was alluded to in the continuation proposal,² and has changed slightly over the years, becoming more precise and uniform in its reporting metrics. However, the proposal, along with available quarterly reports³ from 2014-2016 did indicate the stats over that period, including numbers of new prosecutions and convictions.⁴

2014	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
"Number of prosecutions and their dispositions"	N/A	N/A	56	59	115
Convictions	N/A	N/A	10	7	17
"Number of 'crooks with guns' enhanced prosecutions" ⁵	N/A	N/A	N/A	6	6
"Number of cases enhanced by their 'gang nexus'"	N/A	N/A	N/A	2	2
"Number of supervised conditional release and probation violations on cases / individuals with a gang nexus"	N/A	N/A	11	10	21

2015	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
"Number of prosecutions and their dispositions"	68	72	32	27	199
Convictions	11	29	19	24	83
"Number of 'crooks with guns' enhanced prosecutions"	9	9	3	1	22
"Number of cases enhanced by their 'gang nexus'" ⁶	12	13	5	13	43
"Number of supervised conditional release and probation violations on cases / individuals with a gang nexus"	15	4	8	8	35

¹ It looks like initially the grant did not cover a prosecutor and was used mostly for training and equipment.

² See Attachment 1: **GRIT CONTINUATION PROPOSAL**.

³ See Attachment 2: **GRIT Prosecutor Reports**

⁴ The proposal and early reports did not always clearly distinguish between new prosecutions and convictions.

⁵ Until January of 2018, the quarterly reports used inconsistent metrics for measuring prosecution of Crooks with Guns cases. Some reports listed convictions only, or a number with no explanation, or even separate numbers for new prosecutions, pending prosecutions, indictments and convictions. For 2014-2017, the numbers listed in this row reflect the total number reported in the quarterly report. After that they represent new prosecutions.

⁶ Note that the first few years of stats from the gang prosecutor came before Tennessee's original gang enhancement statute was struck down as unconstitutional in 2016. It then became much more difficult to prosecute someone under the statute. 2016 was the last set of quarterly reports to specify gang enhancement cases.

2016	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
"Number of prosecutions and their dispositions"	26	26	24	30	106
Convictions	15	27	24	15	81
"Number of 'crooks with guns' enhanced prosecutions"	2	2	3	3	10
"Number of cases enhanced by their 'gang nexus'"	1	N/A	0	6	7
"Number of supervised conditional release and probation violations on cases / individuals with a gang nexus"	7	7	4	6	24

This represents all the data I was able to find on 2014 – 2016 gang prosecutor stats.⁷ The total number of prosecutions recorded over this span was approximately 420, or an average of 14 per month (using the months where data was provided). The total number of recorded convictions was 181, or an average of 6.033 per month.

In 2017 the renewed grant continued providing specific data in quarterly reports.⁸ These reports begin with January of 2017 and continue to the present with more consistent metrics.

2017	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
New Prosecutions	26	23	43	20	112
Convictions	16	20	37	13	86
Dismissals	2	2	2	1	7
New Crooks w/Guns Enhancement Cases	6	8	1	N/A	15
Supervised Release / Probation Revocations	5	3	6	4	18

2018	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
New Prosecutions	58	59	59	55	172
Convictions	24	31	42	33	130
Dismissals	2	2	3	8	15
New Crooks w/Guns Enhancement Cases	15	10	4	13	42
Supervised Release / Probation Revocations	4	4	8	7	23

2019	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
New Prosecutions	61	48	55	33	197
Convictions	50	31	53	27	161
Dismissals	4	3	6	1	14
New Crooks w/Guns Enhancement Cases	6	5	10	7	28
Supervised Release / Probation Revocations	7	8	5	10	30

⁷ See Attachment 4: Misc. Reporting Notes. A yearly report was prepared for 2014-2015. This was mostly a progress report but did touch on the efficacy of the gang prosecutor.

⁸ See Attachment 3: GRIT Highlight Reports.

2020	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
New Prosecutions ⁹	50	26	20	27	123
Convictions	35	13	21	23	92
Dismissals	1	1	3	2	7
New Crooks w/Guns Enhancement Cases	11	4	6	10	31
Supervised Release / Probation Revocations	4	3	1	3	11

Over the course of 2017 – 2020 where method of stat reporting became more uniform, the gang prosecutor commenced approximately 604 new prosecutions, or 12.583 per month.¹⁰ Over that time span 469 convictions were recorded, or 9.770 per month. In total where stats are available from the second quarter of 2014 – end of 2020 the gang prosecutor accounted for 1,024 prosecutions (13.128 average per month) and 650 (8.333 average per month) convictions.

ADDENDUM (UPDATED 6/17/2021)

2021	Quarter 1	Quarter 2 ¹¹	Quarter 3	Quarter 4	Total
New Prosecutions	20	7	N/A	N/A	27
Convictions	18	21	N/A	N/A	39
Dismissals	2	3	N/A	N/A	5
New Crooks w/Guns Enhancement Cases	11	0	N/A	N/A	11
Supervised Release / Probation Revocations	1	1	N/A	N/A	2

This Addendum brings total prosecutions up to 1,061 and convictions up to 689 over the lifetime of the grant where stats are available.

From a sheer numbers perspective these stats are important because gang prosecutor cases are handled vertically, are more likely to go to trial, often involve difficult fact patterns (uncooperative or unreliable witnesses) and uphill burdens of proof (especially on crooks with guns cases dealing in narcotics or the new gang enhancement requirements).

At present, the gang prosecutor maintains a current workload of over 80 active cases. 12 of those cases are pending Murder or Attempted Murder cases, with several others being violent crimes such as Aggravated Robbery, and many cases involve felony weapon or drug charges. All of these would have to be reassigned to other already burdened prosecutors if the gang prosecutor position were eliminated.

⁹ New prosecutions and convictions, especially, went down in 2020 due to the COVID-19 pandemic and inability of the gang prosecutor to conduct jury trials for most of the year. From the numbers, you can see there was a pronounced increase, year-to-year from 2017 through 2019 of new cases prosecuted by the gang prosecutor.

¹⁰ From partway through 2017 to the present, the gang prosecutor has also maintained an Excel spreadsheet recording all prosecutions and outcomes individually. I would print it and attach it to this memo, but printing it out in any kind of readable format is not really doable.

¹¹ Quarter 2 has not ended at the time of this Addendum.

Part Two | Highlight Overview:¹²

In September of 2015, the gang prosecutor (in cooperation with Jackson Police Department and Jackson Metro Narcotics Unit) used the gang enhancement statute to leverage several significant plea agreements, as well as trying two cases using the enhancement. The Madison County gang prosecutor was the *first* in Tennessee to utilize the statute at trial. A member of the Black P Stone Nation street gang was tried and convicted for First Degree Murder, then convicted during the bifurcated trial of criminal gang offenses. Later that same month the gang prosecutor tried, and convicted, a member of the Gangster Disciples for felony drug and criminal gang offenses.

In October – December of 2015, the gang prosecutor continued using the old enhancement statute to great effect, securing a 22-year sentence on a convicted felon and known Vice Lord who illegally possessed a firearm. In March of 2016, the gang prosecutor used the statute again to enhance a known Gangster Disciple's sentence from 6-10 years to 12-20 for another weapon case.

Unfortunately, in April of 2016 the Tennessee Court of Appeals struck down the gang enhancement statute as unconstitutional. We were seeing a deterrent effect from the statute and had about 20 known gang members under indictment at the time the statute was struck down. Overnight two cases set for trial had to be cancelled and the entire strategy of gang prosecution had to be redrawn.

By summer of 2016, the gang prosecutor switched from primarily using the gang enhancement statute as an offensive strategy to focusing time and resources on identifying known gang members and targeting them for zealous prosecution under state or federal law. With the gang statute gone, the gang prosecutor relied on knowledge of gang members, associates, rivalries and activities to work together with local police in identifying – and going after – the people responsible for violence in the 26th district. In May, 8 Gangster Disciples in Jackson TN, along with 40 across the nation, were indicted in federal court. Local police as well as the gang prosecutor participated in the preparation for this endeavor; the gang prosecutor had previously filed charges against 7 of the defendants in state court. The state prosecutions contributed to the federal investigation and indictment, a practice that would continue as the gang prosecutor began meeting regularly with the US attorney's office to coordinate and share information as well as collaborate on charging decisions so that both offices could seek the highest penalties for identified members of violent gangs.

Also during this period the gang prosecutor tried – and convicted – Corbyn Davis (Vice Lord) for First Degree Murder. Though the enhancement statute was gone, the gang prosecutor could still seek harsh penalties for crimes involving violence and the use of firearms. The victim in that case was a documented Gangster Disciple; dealing with victims who themselves had gang ties would become an important part of effective gang prosecution that other prosecutors who do not specialize in gang-related time do not have as much time to dedicate learning.

During third quarter of 2016 the gang prosecutor convicted Autonius Merriweather in a 2013 cold-case homicide. Merriweather was a documented Crip involved in several shootings with Vice Lords in the Jackson area through 2013. The gang prosecutor was able to file charges against Merriweather

¹² The following highlights are gathered from Attachments 2 and 3. Where I could locate them quickly, I also printed off the judgments for the mentioned cases. See Attachment 5: Case Judgments.

because the firearm he had been using in gang shootings was forensically matched to the murder from 2013. JPD developments like the NIBN program and later, the shotspotter alert system, would become important tools for gang-related cases.

In fourth quarter of 2016 the gang prosecutor tried and convicted a documented Vice Lord who was on parole for violent offenses. He was charged with Aggravated Assault, possessing a firearm after being a convicted felon, and felony drug charges. The case started because the defendant displayed a weapon to members of the Jackson Police Department Gang Unit – a unit the gang prosecutor worked very closely with gathering information. Though it did not rise to the level required by the new gang enhancement statute, evidence of the defendant's motive was admissible at trial because he mistook the gang unit for a rival gang in displaying his weapon.

In the spring of 2017 the gang prosecutor successfully tried and convicted Roddarous Bond (AKA "Hot Rod") for conspiracy to Commit First Degree Murder in a plot to kill two state witnesses from a double homicide. Along with fellow gang member Johnny Wade, Bond was caught through evidence including jail calls and cell tower records – which would become common types of evidence used in future trials by the gang prosecutor.

During the fall of 2017, the gang prosecutor would go on to try and convict Trimon Pruitt (AKA "T-Petty") of the Second Degree Murder of Tony Willoughby. All of the co-conspirators and even the victim were members of the Vice Lord street gang. In a fact pattern that would become increasingly common among Jackson area Vice Lords, Willoughby was killed during a power struggle between competing fellow gang members. Also during this time, Kendrick Johnson (a violent Gangster Disciple) was convicted across 8 separate cases for multiple felony and misdemeanor offenses despite (increasingly common) noncooperation from the victim.

Winter of 2017 saw several important convictions – Brandon Cole-Pugh (a Gangster Disciple and career offender) for felony theft which would run consecutive to another sentence Cole-Pugh was serving (that the gang prosecutor had also secured). Dennis Jones and Untario Kidd were also convicted in October of that year, with Kidd being sentenced to 14 years as a Multiple Offender for Aggravated Assault. December of 2017 marked the end of Aaron Chaplin's service as the gang prosecutor for Madison County.

When I took over this position from General Chaplin in December of 2017, I had never tried a case in front of a jury before. Aaron did several things to help me get started, though. Most importantly, he established a rapport and culture of trust between the gang prosecutor position and Jackson Police Department. He was well-respected and it was understood that if the gang prosecutor took a case, the case would be handled properly and that the defendant would be dealt with seriously. This expectation motivated officers and investigators to provide information on cases about defendants and to assist the gang prosecutor in securing things like jail calls, uncooperative witnesses, and other things necessary to win these tough cases.

In spring of 2018, we started to see a trend of the Gangster Disciples decreasing in influence and violence in Jackson – a result of the massive cooperative undertaking between state and federal government during 2016. We switched focus to the remaining large gangs in Jackson – The Vice Lords (specifically Ghost Mob) and the Crips (with several notable sets including the Hoovers, 111's, rolling

40's and others), as well as a smaller hybrid gang that had cropped up called "Squad." Tevin Cole and Bryndarious Futrell, both Squad members, were convicted during this time for Aggravated Burglary and sentenced to 6 years consecutive to other federal and city cases. Braxton Watkins, who would die later in a gang shootout, was also implicated with Futrell and Cole. Greg Bond, one of the most active members, had his release revoked and he was sent back to TDOC.

Moving to summer of 2018, the gang prosecutor along with another prosecutor in this office tried and convicted Montreal Robinson of Felony Murder in a week-long jury trial. Robinson owed money to Greg Bond as well as another highly active gang member, Julian Wilson (aka "JUKE"), and along with a co-defendant, Corinthian Person, who testified against him at trial, took Lewis Jones out to a field and murdered him for a sports car, which he drove to another state to sell. The investigation was led by the TBI and evidence included out-of-state surveillance video from gas stations where Robinson was spotted driving the car after the murder as well as TBI tire track and shoeprint molds used to identify the vehicles and shoes from the field where the murder took place.

Also during summer of 2018, Marcus Sturghill III (AKA "FOO") was tried and convicted in the first of 9+ pending indictments on two counts of Aggravated Robbery. Marcus and his brother, Marlando (AKA "EL VANDEZ") were both tied to the Squad gang and involved in several armed robberies. Daniel Perkins, a known Crip, was convicted of felony drug and weapon offenses and sentenced to 11 years consecutive to another sentence he received earlier that year.

In third quarter of 2018, James Anthony McCurry (AKA "ANT BANKS"), a career violent criminal and gang member, went to trial on the first of numerous pending indictments for Aggravated Kidnapping. He was convicted and sentenced to 21 years (later he would plead on his remaining cases to an additional, consecutive sentence). Jared Ellison also went to trial during this time and was convicted of being a felon in possession of a firearm, for which he was sentenced to TDOC for four years. Michael Thomas (AKA "White Mike," a 107 Hoover Crip) was convicted on the crooks with guns statute and sentenced to five years in prison. Dionne Horton (AKA "Drako") was convicted on multiple heroin cases and sentenced to 12 years. And Zion Ross along with James Hudson, both young violent Crips, were convicted of Voluntary Manslaughter, with Ross also being convicted of Reckless Homicide in a separate killing.

Winter of 2018 saw several more trials and convictions for violent gang members. The gang prosecutor took Markist Kantrell Cole to trial and convicted him of Attempted Second Degree Murder and the crooks with guns enhancement. Cole was a Vice Lord and was sentenced to 16 years for walking into a convenience store in a high crime area and shooting the clerk for refusing to sell him cigarettes (he didn't have identification so the clerk wouldn't give him the cigarettes). 107 Hoover Crip Michael Wayne Robinson also went to trial on multiple counts of Aggravated Assault for shooting up a house on Dupree Street, another especially high crime area in Jackson. All of the witnesses to the shooting were uncooperative and had to be forced to testify. Robinson tried his best to intimidate them – even at trial – and had to be warned by the judge to stop. Ultimately he was convicted and sentenced to 18 years in TDOC. Vice Lord Marcus Burgess was also convicted of being a violent felon in possession of a firearm and sentenced to 12 years in TDOC – and that sentence ran consecutive to a violation of probation he was serving stemming from a Gang Unit arrest earlier in 2018.

In spring of 2019, Vice Lords Clinton Berry and Demarcus Hardin were both sent to TDOC – Berry on drugs and the crooks with guns enhancement and Hardin for the shooting of Antrez Atkins. They received sentences of 11 and 10 years. Also that spring, Marcus Sturghill's brother, Marlando, as well as fellow Squad member Xavier Martin were convicted at trial, also for Aggravated Robbery. That case involved painstaking investigation by JPD Investigator Darrell Listenbee because the defendants wore masks during the robbery. We had to trace their distinctive car across town using JPD pole cameras and gas station footage to an earlier stop where Marlando got out not wearing a mask. That together with cell tower evidence helped secure a conviction. At sentencing, the gang prosecutor worked together with Michael Byrd of the Gang Unit, who was qualified as an expert on the Squad gang to identify both co-defendants as members.

In Summer of 2019 Jamarian Jordan (Vice Lord) was tried, convicted, and sentenced to 10 years for Aggravated Robbery, another sentence which would run consecutive to a felony he was already in prison for. Investigator Ron Pugh and (now retired) Sgt. Mike Thomas were able to get a confession from Jordan which was crucial to the case. Marcus Graves, a 107 Hoover Crip, also went trial and was convicted for possession of a firearm by a felon and sentenced to 10 years in prison. That conviction was thanks to the efforts of the Gang Unit investigators Ashley Robertson and Michael Byrd, who were able to obtain a written statement from Graves regarding the gun and who were able to track down Destinee Cole, his girlfriend at the time and a key (uncooperative) witness for the state. Tavaris Coicou, a Blood, was also convicted for weapons and drug offenses thanks to the Gang Unit during this time. He was set for trial but pled the morning of thanks to jail calls the Gang Unit was able to find. In another Gang Unit case led by Investigator Robertson, Aaron Barnett, a violent and dangerous Gangster Disciple, was convicted for weapons offenses and sentenced to 12 years thanks to Robertson using social media to catch Barnett bragging about and brandishing illegal weapons on Facebook.

Fall of 2019 saw several more convictions for violent gang offenders. Timothy Thornton and Timothy Long both pled and agreed to testify against Erskine Curry (a Vice Lord) on a series of Aggravated Robberies. Curry had a pattern of recruiting young easily influenced men to help him commit numerous robberies and would later be forced to plead guilty himself thanks to their cooperation. Madaryl Hampton, documented Gangster Disciple, also went to trial on felony weapon and drug charges during this time. He was convicted and at sentencing was noted to have numerous prior felony convictions as well as over 40 misdemeanor convictions. He received a total 21 year sentence to serve in TDOC for being caught with a firearm in the Parkway East apartments, another high crime area in Jackson. Cortavius Warren (AKA "Capo Gold" and self-admitted Vice Lord) was forced to plead guilty in a string of robberies where he targeted illegal Mexican immigrants because they could not speak English and were afraid to speak with police. He received a total sentence of 14 years (a sentence outside his normal range) thanks to a brilliant confession obtained by Investigator Robert Groves with JPD Major Crimes. And Memphis Blood Deterrio Harrison also went to trial on – and was convicted for – Aggravated Robbery. Harrison followed a woman out of a convenience store near the Lincoln Court apartments (one of the highest gang, drug and crime areas in Jackson) and pointed a gun at her, telling her he would kill her four year old son right in front of her if she didn't hand over her money (the child was present and scared for he and his mother's life).

To end 2019, we were able to secure a plea against Shuntoris "Finesse" Cole. Cole was either a Vice Lord or Gangster Disciple. He killed Tevin Murrell, a fellow gang member, who was a cooperating

informant with the TBI at the time he was killed. Through gathering intelligence with the Gang Unit, it appeared Murrell was killed after it was discovered he was a "snitch." The case was closely tied to the notorious killing of TBI Special Agent De'Greun Frazier. Cole was ultimately convicted based on a dying declaration of his victim which was caught on body camera by patrol officers and Sergeant Nick Donald of the JPD Major Crimes unit.

Also near year's end, Michael Robinson was again convicted – this time for Retaliation against Investigator Robertson of the Gang Unit. We nearly tried the newly re-passed gang enhancement statute in this case because Robinson, who believed Robertson was involved in his conviction from earlier in 2018, threatened to kill Robertson and his whole family after raping his wife, telling him he could bet on the Crips following through with his threat. Robinson received another TDOC sentence consecutive to the one he was already serving thanks to his threats. Marcus Strughill was convicted again during this quarter, this time for Aggravated Burglary. He pled blind the morning of trial and received 4.5 years consecutive to the sentence he was already serving. In a Gang Unit case led by Investigators Savage, Robertson, Newbill, Byrd and Schrotberger, Eric Love was convicted for weapons and drugs found during a search warrant execution. He was sentenced under the crooks with guns enhancement and received 12 years to serve after failing to appear for trial. Lastly, Gregory Goff, an extremely violent and dangerous Gangster Disciple was tried and convicted for Especially Aggravated Robbery in a case where he hit a homeless man in the back of a head with a hatchet over five dollars and a bus pass. Investigator Williams with JPD Major Crimes led the investigation and Goff was ultimately sentenced to 35 years to serve at 100%.

Spring of 2020 would be the last time we could reliably try cases for the foreseeable future, and we were productive with the time. Marshawn Burrus, a career criminal and gang member, pled guilty to weapons and drug charges with the crooks with guns enhancement and received 20 years to serve in TDOC. The judge ordered the sentence consecutive to a 15 year one he received in federal court. Hoover Crip Braxton Taylor was tried and convicted by the gang prosecutor for Second Degree Murder and received 25 years. He was on probation for Aggravated Burglary when he followed a man into an alleyway and shot him multiple times in the back. Captain Shepherd happened to be in the area and had the presence of mind to ask the victim who shot him before he died – the dying declaration was crucial at trial. Jaquarius Carpenter (AKA "China Man") was tried and convicted in a search warrant case led by Investigator Ifantis of the Metro Narcotics Unit (Now MCSO). Carpenter was a career drug dealer who used poor drug addicts to help distance himself from his drug operations. But the gang prosecutor established Ifantis as an expert witness in narcotics trafficking (a practice the gang prosecutor established over the past few years, ultimately identifying most of the various members of the metro narcotics unit as expert witnesses at one time or another during trial) and Carpenter was ultimately sentenced to 18 years to serve in TDOC. At the time he committed these offenses, Carpenter was on parole for selling cocaine.

Finally, and most notably in early 2020, the State finally tested its first use of the new Gang Enhancement Statute, again being the first district to wield the statute at trial. In January of 2019, the leader of the Ghost Mob Vice Lords, Ronald Terry (AKA "Big Pokey") was shot and killed in Memphis. Just as in the Pruitt case from 2017, the vacuum of power created a quick succession of violence. Darren Harris, a Vice Lord, was approached by two other Vice Lords: Jacobe Snipes and Jamaine Tipler. He was told "If you're not Ghost, you gotta get it" – a threat related to how Harris, a high ranking member of Ghost Mob, had been recently associating with the Traveling Vice Lords (a different set). Tipler and Snipes followed Harris around the city, and Snipes went with Harris to his apartment where he shot

Harris in the back of the head. Snipes was indicted for Attempted First Degree Murder and under the crooks with guns and gang enhancement statutes. In a bifurcated trial, he was convicted of all counts. The Gang and Major Crimes units were crucial in connecting the gang evidence and getting Harris' cooperation at trial. Tipler, the new leader of the Ghost Mob, lacked sufficient evidence for indictment. He was a suspect in several other similar shootings where young men like Snipes had been ordered to kill other gang members.

After these trials, early 2020 saw the beginning of a steep drop-off in productivity – not because crime was down, but because COVID-19 caused the closure of the courts. Rakeem Coleman was convicted for Retaliation for Past Action in another case where the Vice Lord threatened to kill a police officer. Ghost Mob Vice Lord Gerald Crossley was indicted in February for First Degree Murder in another Ghost Mob shooting we believe was ordered directly by Jamaine Tipler, but that case cannot be tried until at least April of 2021 at this point. Fortunately, the gang prosecutor was able to get Crossley held until trial. Crossley had received a bond of only 200,000 dollars despite being charged with First Degree Murder, and the Gang Unit supplied the gang prosecutor with information that Jamaine Tipler was planning to bail Crossley out of jail. The gang prosecutor pioneered this district's first use of the Source Hearing statute and was able to block Tipler from bailing Crossley out of jail. Tipler had paid for two different attorneys to represent Jacobe Snipes at trial.

Summer of 2020 Kevin White and Cedarius Cole were both convicted for being felons in possession of a firearm and sentenced to lengthy prison stays in TDOC. And during a pause from the court closures, we were able to try and convicted Crip member Quincy Lamont Collins for Attempted First Degree Murder and with the crooks with guns enhancement. Collins walked into his ex-girlfriend's bedroom and shot her twice at point blank range, one of which hit her in the face and destroyed her jaw. Thanks to incredible persistence by Sergeant Donald of the Major Crimes Unit, Collins ultimately gave in and gave a crucial confession for the shooting. He was sentenced to 31 years to serve in TDOC, most of which would be at 85-100%. We were also able to try and convict Corey Allen Harris (Vice Lord) near the end of the summer for Attempted Second Degree Murder with the crooks with guns enhancement for the shooting of a fellow Vice Lord. He was later sentenced to 18 years to serve in TDOC. Reginald Williamson and Montez Butler (AKA "JUICE") were both convicted on weapons and drug related offenses and sentenced to TDOC for lengthy stays during this time.

Also in the summer of 2020, Jamaine Tipler was finally locked up in yet another Ghost Mob shooting on Martin Street. Tipler, along with two other young members of Ghost Mob, shot up a vehicle occupied by Evita Sanders and Joe Bates. Neither witness would cooperate, and the investigation, led by Lt. Chestnut of the Jackson Police Department Major Crimes Unit, would be an uphill battle. But Tipler and his co-defendants were tracked from where they ditched the SUV they used in the shooting to where they would ultimately be captured through the use of JPD's canine unit, led by Ron Dewald and K-9 "Echo." Tipler paid for three expensive attorneys to represent him and his co-defendants during the preliminary hearing, and we also believe paid a Memphis attorney to file a motion on Evita Sanders' behalf, seeking to quash a warrant for her failure to appear under subpoena – all in an effort to get the case dismissed at the lower level. But after a three-hour preliminary hearing, the case was bound up to the Grand Jury and all co-defendants, including Tipler, would remain in custody.

The last case we were able to try in 2020 was Keyshawn Fouse (AKA "Shoota"). Fouse went to Lane College campus and led Mario Wilson out to an alleyway where he tried to execute him. He shot Wilson twice in the chest over a robbery he accused Wilson of being part to, then as Wilson laid out on the ground put the barrel to his head. Wilson lived only because the gun jammed, and Fouse wound up being convicted through jail call and cell phone evidence secured by JPD Major Crimes Sergeant Adam Pinion where he was caught bragging about shooting the victim and giving instructions to friends on where to hide the gun he used. He was ultimately sentenced to 26 years in TDOC.

ADDENDUM (UPDATED 6/17/2021)

The beginning of 2021 was plagued with further court shut-downs, but did see several important plea agreements. In the first quarter, Marcus Sturghill finally pled on his remaining indictments, extending his overall sentence to 13.5 years. Sherod Peterson, a TDOC confirmed member of the Crips, pled to crooks with gun and drug charges for a total sentence of 11 years. And A.C. Harrison, who had previously been prosecuted by the Gang Prosecutor, pled in a shooting case where he got into an argument with another gang member and began firing indiscriminately into a home, pled to an 18 year TDOC sentence.

The second quarter of 2021, winding down now at the time of writing this memorandum, marked the end of shutdowns and a return to trying cases. The Gang Prosecutor tried and convicted Tony Lamonte Johnson Jr. for a home invasion where he and other gang members broke into a pregnant woman's home and held her at gunpoint. His sentencing is pending at the time of writing. Brandon Jones was also tried and convicted on felony drug and gun charges, including possessing a firearm during the commission of a dangerous felony, while having a prior conviction for that same offense. His sentencing is also pending but he could face upwards of 35 years based on his criminal history. And Elijah Muhammed Garrison AKA "Evil Loc Who Run It," was tried and convicted in the First Degree Murder of D'Andre Holmes. Garrison shot the victim 11 times as revenge for stealing drugs. His sentencing is also pending but he faces life in prison. Garrison was a convicted felon at the time he committed the murder. And so many other cases are still pending, set for trial, or awaiting sentencing at the time of writing this memorandum.

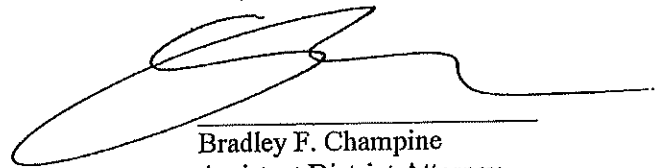
If these case highlights add anything to the statistics from Part One of this memo, it's context. The work we have been able to do in the 26th District is about more than number of prosecutions and convictions. We have been able to pioneer the use of Tennessee's Gang Enhancement Statute, not once, but twice. We have a position in the office with a unique connection and rapport with Jackson Police Department's street crimes, gang, narcotics, and violent crime units. We can assign someone to a very difficult and important kind of case load – riddled with violent, dangerous offenders and fraught with uncooperative and often criminal victims. But the results have been worth the work. While Jackson continues to suffer from the plague of gang violence, many of the convictions mentioned above could not have been achieved, nor the sentences we were able to secure obtained, without the dedicated position the GRIT grant has given us. Our District has demonstrated both a willingness to use the Gang Enhancement statute and motivation to fight the gang problem our jurisdiction has. Future funding for the gang prosecutor position would not go to waste here.

Part Three | Budgetary Information:

I was able to collect several documents related to the budget for the gang prosecutor position that could help in estimating what it would cost to keep the position in the future. First, I collected Fiscal Year Budget Sheets for the GRIT grant for the 2018, 2019 and 2020 fiscal years.¹³ I also obtained copies of the 2017 Fully Executed Gang Prosecutor Contract, and the 2020 Contract Extension.¹⁴ Lastly I've also included a copy of the letter our office mailed to the City of Jackson on November 2, 2020 showing where I am currently on the ADA pay scale.¹⁵ If needed I can also provide a copy of my W-2 from 2020.

For the most part, the GRIT grant was structured as follows: The United States contributed about \$60,000 per year with the City of Jackson being the Grantee. The Grantee then contributed a matching amount of about \$20,000 per year towards salary and benefits for a total budget of about \$80,000 - \$90,000 for salary plus benefits. The position received city benefits, so TCRS retirement and city insurance. I don't know the current cost for city to provide those benefits or how close to or over the overall budget for years past we are once the benefits are calculated into my current pay scale step of \$67,000 annually. Suffice to say the city of Jackson has contributed a significant amount of the position's benefits and salary already.

Respectfully,



Bradley F. Champine
Assistant District Attorney
26th Judicial District

¹³ See Attachment 6: Grant Fiscal Budgets.

¹⁴ See Attachment 7-8: 2017 Gang Prosecutor Contract and 2020 Contract Extension.

¹⁵ See Attachment 9: Letter and Pay Scale.

CITY OF JACKSON
 FY22 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 11

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
RIVERSIDE CEMETERY	-	-	-
TOTAL REVENUE	-	-	-

EXPENDITURE Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
RIVERSIDE CEMETERY			
Repair and Maintenance	-	96,000.00	96,000.00
TOTAL EXPENDITURE	-	96,000.00	96,000.00

Riverside Cemetery brick wall repair. Revenue will be adjusted at end of year
 from General Fund balance.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 7/23/2021 By: Cathy Keck

ORDINANCE No. _____

**AN ORDINANCE OF THE
CITY OF JACKSON, TENNESSEE
AMENDING THE FY22 BUDGET ORDINANCE**

WHEREAS, the City of Jackson recognizes the importance public streets that are safe and well maintained, there is a need to increase the funding for street repaving;

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

SECTION 1: That the City of Jackson proposes to amend the duly approved FY 22 Budget Ordinance to transfer an amount not to exceed \$4,000,000.00 from the General Fund to the Capital Outlay Fund, for the purpose of increasing the appropriated funds for street repaving, and for the council to receive monthly project updates.

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

CITY OF JACKSON
 FY22 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 5

MAYOR APPROVAL DATE: _____
 COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
CAPITAL OUTLAY REVENUE			
Homeless Shelter	315-33490	-	1,450,000.00
TOTAL REVENUE	-	-	1,450,000.00
EXPENDITURE			
Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
HOMELESS SHELTER			
Homeless Shelter	315-41850-900	-	1,450,000.00
TOTAL EXPENDITURE	-	-	1,450,000.00

Homeless shelter funding will derive from CDBG Cares Act \$464,243 and HOME Americal Rescue Plan \$985,757.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 6/23/2021 By: Cathy Keck

CITY OF JACKSON
 FY22 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 2

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
TOTAL REVENUE	-	-	-
EXPENDITURE			
Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
Jax-Mad Co Airport	315-52500-900 60,232.00	(28,650.00)	31,582.00
Groundskeeping	315-44730-900 -	28,650.00	28,650.00
TOTAL EXPENDITURE	60,232.00	-	60,232.00

Transfer \$28,650.00 from Jax-Mad Co Airport budget to Groundskeeping budget for purchase of two John Deere Mowers.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date:

6/22/2021 By:

Cathy Keck

CITY OF JACKSON
 FY22 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 1
 Updated

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
AMEND FOR H&S EQUIPMENT OPERATORS			
	-	-	-
TOTAL REVENUE	-	-	-
EXPENDITURE			
Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
Employee - Salary	131-43230-111 640,482.00	156,416.00	796,898.00
Employee - Benefits	131-43230-130 390,143.00	72,700.00	462,843.00
TOTAL EXPENDITURE	1,030,625.00	229,116.00	1,259,741.00

Four additional Equipment Operator II positions at paygrade 10H. Operation of two new claw trucks and garbage duties of downtown courtesy containers and park containers.

Revenue Funds will be derived from General Fund Balance and reconciled at End of Year closing.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date:

6/16/2021 By:

Cathy Keck

CITY OF JACKSON
 FY22 Budget Amendment
 BUDGET ORDINANCE/AMENDMENTS

Amendment #: 4

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
GENERAL REVENUE			
Insurance/Personal Recoveries	110-36350	200,000.00	-
TOTAL REVENUE	200,000.00	-	200,000.00

Account/Description	APPROVED FY22 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY22 BUDGET
EXPENDITURE			
POLICE			
Recoverable Damages -Police	110-42152-390	-	12,246.75
TOTAL EXPENDITURE	-	12,246.75	12,246.75

NOTES

Insurance claim for Jackson Police Unit 2402

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 6/22/2021 By: Cathy Keck

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



Telephone: 731-425-8286
Fax: 731-927-8781
Email: spilant@jacksontn.gov

MEMORANDUM

TO: Mayor Scott Conger

FROM: Brittany Alexander, Planning Coordinator

SUBJECT: Planning Related Council Agenda Item for July 6, 2021

DATE: June 24, 2021

Please place the following planning related council agenda item under First Reading on the July, 2021 City Council Agenda:

1. Consideration of an Ordinance to abandon a street stub on Clay Street

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

Scott Conger, Mayor

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



Telephone: 731-425-8286
Fax: 731-927-8781
Email: spilant@jacksontn.gov

MEMORANDUM

TO: Jackson City Council

FROM: Planning Staff

RE: Clay Street Stub Abandonment

DATE: June 24, 2021

The Jackson Municipal Regional Planning Commission met on Wednesday, June 2, 2021, and unanimously recommended approval of a request to abandon a street stub on Clay Street.

The Planning Staff recommends approval of the request.

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

Scott Conger, Mayor

ORDINANCE NO. _____

**AN ORDINANCE TO CLOSE AND ABANDON
A PORTION OF CLAY STREET**

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

SECTION 1. That a portion of Clay Street is hereby closed and abandoned thereof by the City of Jackson, and being more particularly described as follows:

Beginning at a point of intersection on the north margin of McCowat Street and the east margin of Clay Street, said point being 640 +/- feet west of the west margin of North Highland Avenue; thence north along the east margin of Clay Street, 137.5 +/- feet to a point; thence west, 40 feet to a point on the west margin of Clay Street; thence south along the west margin of Clay Street 137.5 +/- feet to a point on the north margin of McCowat Street; thence east 40 feet to the point of Beginning and containing 5,540 square feet more or less.

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

INTRODUCED: _____

ADOPTED: _____

MAYOR

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



Telephone: 731-425-8286
Fax: 731-927-8781
Email: spilant@jacksontn.gov

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

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

Signature of Property Owner

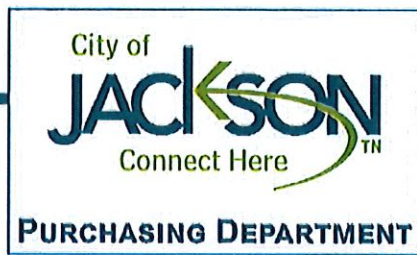
Address

[Handwritten signature]

201 McCowat Jackson, Tn.
335 N. Highland Ave Jackson TN

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

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



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

To: Mayor/Council

From: Susan White

Date: July 20, 2021

Subject: Item for the August, 2021 City Council meeting

Please include the following item for the August, 2021 City Council meeting:

1. Consideration of a contract with United Way to implement the Jackson-Madison County Financial Empowerment Center.

Scott Conger, Mayor



PURCHASING DEPARTMENT

SUMMARY OF PROPOSALS

ITEM: Financial Empowerment Center

NAME	COST
UNITED WAY	N/A
The Director of Performance Management, the evaluation team, and Purchasing Department recommend award to United Way.	
Only Proposal received.	

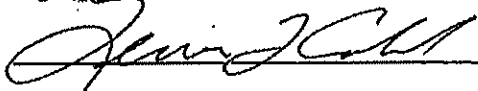
CERTIFICATE OF OWNER'S ATTORNEY

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

Contract for Financial Counseling Provider - United Way of West Tennessee

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 upon approval of Council 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:

Name of Project:

Certificate of Owner's Internal Auditor

I, Tawanika McKinney, the duly authorized and acting Internal Auditor 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 upon approval of Council to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature:



Tawanika McKinney

Date: 7/23/2021

Name of Project: Taylor and Sons - Health and welfare

CONTRACT FOR FINANCIAL EMPOWERMENT COUNSELING OPERATIONS

This Contract (the "**Contract**"), is made and is effective as of August 3, 2021 (the "Effective Date") is by and between the City of Jackson (the "**City**"), acting by and through the Office of the Mayor and United Way of West Tennessee (the "**Contractor**"), a 501(c)(3) organization serving Jackson-Madison County and 14 counties across West Tennessee, collectively referred to as "the Parties" herein.

WHEREAS, the City became an Implementation Partner in the Cities for Financial Empowerment (CFE) Fund's Financial Empowerment Center Replication grant, and committed to partner to providing residents a free financial counseling service;

WHEREAS, the Contractor is a non-profit organization whose mission is:

"United Way of West Tennessee advocates for equity through uniting agencies in ways that improve each person's access to health, education, and financial stability."

WHEREAS, the Contractor has agreed to provide one-on-one financial counseling and coaching, free of charge, in accordance with the CFE program model; and

WHEREAS, the City wishes to enter into this Contract with the Contractor to manage the Financial Empowerment Center services and provide such services in partnership with the City.

NOW, THEREFORE, in consideration for the mutual promises exchanged and acknowledged herein, the parties hereto agree as follows:

Section 1. Term

The term of this Contract will commence as of August 3, 2021 and shall continue through August 3, 2023, with the option to renew following the 3 year term, unless terminated sooner as provided in Section II hereof.

Section 2. General Provisions

The City agrees to pay and the Contractor agrees to accept as full payment for the satisfactory completion of the Work (as hereinafter defined) and conveyance of the deliverables described hereunder an amount not to exceed \$300,000 annually (the "Term Fee"), as set forth below in subsection 2.1 for all services rendered under this Contract in accordance with the terms hereof. The fee set forth in this section includes all labor, overhead, profit and expenses (such as out-of-pocket, general, administrative, travel and per diem expenses of Contractor).

- 2.1 **Maximum Liability.** In no event shall the City provide funds to the Contractor in excess of \$300,000 (the maximum amount being referred to herein as the "Contract Amount").

The Contract Amount shall constitute the maximum amount to be provided to the Contractor by the City for all of the Contractor's obligations hereunder.

- 2.2 Compensation Firm. The maximum liability of the City is not subject to escalation for any reason. The Contract Amount is firm for the duration of the Contract and is not subject to escalation for any reason unless the Contract is amended by the Parties in writing.
- 2.3 Payment Methodology. The Contractor shall be compensated for actual costs based upon the budget, not to exceed the Contract Amount.

- (a) Invoices. Upon progress toward the completion of the services as described herein and prior to any payment for allowable costs, the Contractor shall submit invoices and any supporting documentation as-requested by the City to demonstrate that, the funds are being used as required by this Contract. Such invoices shall be submitted monthly and indicate the amount charged to each line item for the period invoice and the total amount charged under the Contract to date. Invoices shall be submitted using the same form (see Attachment []) and shall be paid via check by the City within 30 days from the date of such invoice provided to the City contact person. If the City fails to pay amounts owed when due, the Contractor may declare the City in breach of this Contract. All invoices and any supporting documentation shall be sent to:

Lauren Kirk
lkirk@jacksontn.gov
121 E Main St Suite 301
Jackson, TN 38301

- 2.4 Expenditure Report. The Contractor shall submit an annual contract expenditure report, which details the services funded under this Contract, within 45 days of the end of the fiscal year. The report shall be in a form and substance reasonably acceptable to the City and be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Contractor.
- 2.5 Payment of Invoice. The payment of any invoice by the City shall not prejudice the City's right to object in good faith to the invoice or any matter in relation thereto. Such payments by the City shall neither be construed as acceptance of any part of the services provided nor as an approval, of the cost included therein.
- 2.6 Unallowable Cost. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payments previously made by the City, which are determined by the City on the basis of audits or monitoring conducted in accordance with the terms of the Contract, to constitute unallowable costs.
- 2.7 Deductions. The City may deduct any setoff or recoupment claims that it may have against the Contractor from amounts due or to become due to the Contractor, whether

under this Contract or otherwise.

Section 3. Standard Terms and Conditions

- 3.1 Approvals. The City is **not** bound by this Contract until it is approved by the appropriate City representatives as indicated on the signature page hereof and filed in the office of the City Recorder.
- 3.2 Modifications and Amendments. This Contract may only be modified by a written amendment that has been approved in accordance with all of the City procedures and signed by all parties and their signatories hereto.
- 3.3 Termination for Cause. If either party fails to properly perform its obligations hereunder or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. Such termination shall not relieve the breaching party of any liability to the other party for damages sustained by virtue of any breach of the Contract by the breaching party. Upon such termination and if the Contractor is the breaching party, the Contractor shall return to the City any and all amounts paid by the City hereunder for services or programs not yet earned or performed as of such termination date, and the Contractor shall also return to the City any and all funds expended for purposes contrary to the terms of the Contract.
- 3.4 Termination Without Cause. Either party may terminate this Contract at any time upon 30 days advance written notice to the other party. Should the City terminate this Contract, the Contractor shall immediately cease work and deliver to the City, within 30 days, all completed or partially completed satisfactory work, and the City shall determine and pay to Contractor the amount due for such work.
- 3.5 Lack of Funding. Should funding for this Contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to Contractor.
- 3.6 Conflict of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid, directly or indirectly to an employee or official of the City as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or preformed relative to this Contract.
- 3.7 Warranties. The Contractor agrees, warrants, and assures that no person shall be excluded from participation, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable law.
- 3.8 Records. The Contractor shall maintain documentation for all charges to the City under this Contract. The books, records and documents insofar as they relate to the services performed or money received under this Contract, shall be maintained for a period, of seven (7) full years from the date of final payment. The books, records and

documents of the Contractor, insofar as they relate to the services performed or money received under this Contract, shall be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- 3.9 Confidentiality. All reports, information or data furnished to or to be prepared or assembled under this Contract are to be held confidential, unless otherwise herein provided or subject to disclosure by law. All records are subject to open records request with personal identity redactions.
- 3.10 Monitoring. The Contractor's services and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by the City. The Contractor shall make all audits, accounting, or financial records, notes and other documents pertinent to this Contract available to the City representatives, upon request, during normal working hours. Any request to review records must be submitted seven (7) days before the review is to occur the City will extend presentation requirements of aforementioned records upon written, request of the Contractor on all records originating from Subcontractors.
- 3.11 Waiver. Failure by either party to insist, in any case, upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or a relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except signed writing by the parties.
- 3.12 No Agency. This Agreement will not be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between the Parties. No party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose whatsoever.
- 3.13 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Any controversy or claim arising hereunder that cannot be resolved by the parties themselves, shall be settled in Madison County Circuit Court or such other location as the parties may mutually agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award rendered thereon shall be in writing and shall be final and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction. Each party shall bear its own costs and expenses in connection with the arbitration and the costs and expenses of the arbitrators shall be borne as determined by the arbitrator.
- 3.14 Service of Process. Each Party hereby (a) consents to service of process in any Action between the Parties arising in whole or in part under or in connection with this Contract in any manner permitted by Tennessee law, and (b) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such Action any claim that service of process made in accordance with clause (a) does not constitute

good and valid service of process.

- 3.15 Venue. Any action between the parties arising from this Contract shall be maintained in the courts of Madison County, State of Tennessee.
- 3.16 Merger Clause. This Contract constitutes the entire agreement among the parties with respect to the subject matter hereof. It is not intended to confer upon any Person other than the parties hereto any rights or remedies. All rights and obligations incurred hereunder by the City of Jackson and United Way of West Tennessee shall extend to and be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates, and related entities. This Contract represents the full and complete intentions of the parties and is considered fully integrated.
- 3.17 Force Majeure. A Party shall not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such Party, including but not limited to, wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency.
- 3.18 Compliance with Anti-Discrimination Rules. In the course of all development, marketing and operation activities, the Contractor shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.
- 3.19 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

Section 4. Additional Vendors, Subcontractors or Partners

- 4.1 The Contractor shall not assign, transfer, or appoint this Contract or the contracted services herein, and shall not enter into any subcontract for any of the services performed under this Contract, without the expressed authorization of the City.

Section 5. Insurance.

- 5.1 Insurance Requirements. The Contractor shall purchase and maintain the insurance outlined below to provide protection from the Contractor's negligent acts. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the Contractor. The Contractor shall maintain the below insurance through both final acceptance and any Warranty Period defined by the contract documents.

- (a) **Comprehensive General Liability Insurance** in the amount of \$1,000,000 per occurrence and must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and Contractual Liability. The City of Jackson must be named Additional Insured and this must be noted on the Certificate of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- (b) **Auto Liability Insurance** in the amount of \$500,000 Combined Single Limit. The City of Jackson must be named Additional Insured and the Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- (c) **Statutory Workers Compensation with Employers Liability Limits of 100/500/100** - The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- (d) **Cyber Liability Insurance** in the amount of \$1,000,00 per occurrence.
- (e) **Professional Liability Insurance** in the amount of \$1,000,000 per occurrence.

The Cancellation Clause on the Certificate of Insurance is amended to read: *Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage, the issuing Insurance Company will mail 30 days written notice to: City of Jackson c/o Insurance Coordinator 125 E. Main St. #302 Jackson, TN 38301, by registered mail, return receipt requested.*

All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.

5.2 Miscellaneous.

- (a) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Section, the Contractor shall ensure that the Contractor and any Vendor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Agreement (including notice to Commercial General Liability Insurance carriers for events relating to the Contractor and any Vendor's own employees) no later than twenty (20) days after such event. Such notice shall be in substantially the following form and specify that "this notice is being given on behalf of the City and the Contractor as additional insureds as well as the named insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor and any Vendor shall simultaneously send a copy of such notice to the City and to the Contractor.

- (b) The Contractor and any Vendor's failure to maintain any of the insurance required by this Section shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City or the Contractor at any time. The Contractor shall be responsible for notifying the City of any such failure by the Contractor and any Vendor to maintain any of the insurance required by this Section. Upon such notification, the City and the Contractor shall have no further obligation to honor any invoice submitted by such Contractor and any Vendor.
- (c) Insurance coverage in the minimum amounts required in this Section shall not relieve the Contractor and any Vendor or its sub-Vendors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or law.
- (d) The Contractor and any Vendor waives all rights against the City or the Contractor, including its officials and employees for any damages or losses that are covered under any insurance required under this Section (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and any Vendor and/or its sub-Vendors in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CITY OF JACKSON, TN

By: _____
Name:
Title:

Date: _____

UNITED WAY OF WEST TENNESSEE

By: _____
Name:
Title:

Date: _____

Scope of Work

The Contractor shall retain staff, secure counseling sites and provide day-to-day management (the "Work") in accordance with the following terms and conditions:

- 1. Implement the FEC initiative in accordance with the model requirements, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on the CFE Fund's training standards, data collection, and active partnership with [City/County], to manage the work.**
 - a. Meet benchmarks in Year 1 and Year 2 on average number of financial counseling sessions per full-time counselor (as defined in Exhibit B - Financial Empowerment Center Model) and average number of outcomes per full-time counselor (as defined in Exhibit J – CFE Fund Public Outcome Definitions and Calculations). The Year 1 benchmarks will be 60% of the Year 2 benchmarks. As such, the benchmarks are:
 - b. At a minimum, conduct an average of 480 sessions per full-time counselor in Year 1.
At a minimum, conduct an average of 800 sessions per full-time counselor in Year 2.
 - c. At a minimum, achieve an average of 60 outcomes per full-time counselor in Year 1.
At a minimum, achieve an average of 100 outcomes per full-time counselor in Year 2.
- 2. Identify a Program Manager who will oversee the delivery of the financial counseling and coaching and serve as the main contact person between the Contractor and the City or County.**
 - a. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
 - b. Monitor the work of the Financial Counselors, including but not limited to service delivery, counselor training and Code of Ethics adherence, data entry and progress towards target goals.
 - c. Update the City/County on all organizational staffing matters that could impact the FEC initiative.
 - d. Support all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the City/County Manager to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
 - e. Participate in regular meetings with the City/County, and the CFE Fund, to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
 - f. Use the Financial Empowerment Center database ("FECBOT") for at least the duration of the CFE Fund's grant to monitor efforts, and create and share reports.
 - g. Participate in all trainings, including training on the model, database, and any continuing education sessions.
 - h. Participate in all learning community activities, along with other FEC staff members when applicable, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i. Attendance at national gatherings hosted by the CFE Fund.
 - ii. Participation in ad-hoc webinars or conference calls with other grantees and partners.
- 3. Ensure that the Financial Empowerment Center service is delivered effectively and**

follows the model requirements provided by the City/County and the CFE Fund.

- a. Work closely with the City/County Manager on day-to-day operations, reporting needs, partnership development, and counselor supervision.
- b. Ensure, provide, or retain and provide appropriate supervision to at least 3 full time or full time equivalent (FTE) counselors.
 - i. Notify the City or County of all staffing matters, including the hiring of financial counselors, as it pertains to the FEC, including but not limited to key staff openings, or personnel changes as it relates to Contractor's performance of this Contract.
 - ii. Financial counselors should have a minimum of two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning coaching/mentoring, teaching, or other related fields. Financial Counselors will ideally be bilingual, speaking English as well as one other language prevalent in the geographic areas or target populations they serve.
 - iii. Ensure that counselors and the manager have received training from a "CFE Certified Training Partner", including a code of ethics training.
 1. Provide the City/County with proof that financial counselors have completed all the required trainings, specifically counselor certificates and signed code of ethics forms.
- c. Ensure each client understands and signs the Client Waiver form and must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
- d. Ensure that no material changes to operations are made without the prior approval and consent of the City/County including change in hours of operation, staffing, partnerships and locations.
 - i. It is the sole responsibility of the Contractor to address any issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the City/County.
- e. Develop and implement an effective deployment strategy, including hours of operation, for counselors based on client needs, City/County priorities, geographic needs, target population, partnership opportunities or other needs.
 - i. Ensure that each counselor, regardless of where he/she is placed, will conduct the counseling in a private or semi-private area to allow for counselor-client information and conversations to be held confidentially. Counseling spaces should be equipped with standard, modern technological capabilities (including computer equipment, multi-line telephone and voicemail, high speed internet access and access to printing, faxing, shredding, and reproduction equipment). Although spaces differ, each site should be able to accommodate approximately 150 square feet of private counseling space per counselor, plus an additional 300-500 square feet of meeting and waiting room space (to be shared).
 - ii. All locations must be compliant with the Americans with Disabilities Act. Facilities for all sites, including satellite sites, will be made available for at least one day per week.
 - iii. Deliver counseling on days and at hours that, upon consultation with The City,

are determined to meet the needs of clients. The Contractor is expected to make some evening and weekend hours available at locations. The Contractor shall make counseling available on a full-time basis with hours of operation at each location subject to review and approval by the City/County.

- f. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
 - g. The Contractor shall agree to participate in additional monitoring and evaluation activities, including, but not limited to, site visits, surveys, interviews, focus groups organization, administrative records review, and other data collection and evaluation strategies, as shall be required by the City/County. The City/County will make best efforts to provide a minimum 15 days' notice.
 - h. The Contractor shall not enter into any agreement for evaluation of the FEC services or clients without prior consent and approval by the City/County and the CFE Fund.
 - i. If the Contractor has existing financial counseling/coaching programs, the Contractor and the City/County shall develop a plan to ensure that the FEC work is distinct.
- 4. Support efforts to identify, secure and manage programmatic partnerships (referrals, co-locations and integrations).**
- a. Launch the FEC with a minimum of eight partnerships that cover the following approaches.
 - i. Referral: Partner's case manager directs client to an FEC counselor or the referral is embedded within the program.
 - ii. Co-Location: FEC counselor is on site at the organization.
 - iii. Integration: FEC counselor is on site, the financial counseling is part of the service delivery and there is sharing of key data points.
 - b. Continue to identify and secure programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
 - i. The City/County will serve as the lead on any partnership agreements (if applicable).
 - c. Work with City/County Manager to assess partnerships, ensuring effectiveness and impact.
- 5. Adhere to FEC marketing protocols, including City/County and CFE Fund communications guidelines.**
- a. Prominently display signage and marketing materials for the FEC at counseling locations.
 - i. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
 - b. Conduct local outreach about the FEC to raise awareness and generate demand for the services (provided in coordination with the City/County).
 - c. Refer all media queries and media interviews to the City/County or the City/County's designated agent.
 - d. Prior written approval from the City/County, and in some cases from the CFE Fund, is required before Contractor or any employees, servants, or agents may, at any time, before, during or after completion or termination of this Agreement, make any

statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement.

- e. Support the City/County in collecting client stories for press inquiries, reports and other evaluation purposes. When applicable, facilitate outreach to clients for permissions and to coordinate press events.

II. Ownership

1. If at any time this agreement is terminated, the CFE Fund will be the owner of all data collected in the database and will retain a full copy of historical data collected during the period that this contract was in force for a period of 6 years. The CFE Fund, in its sole and absolute discretion, may choose to make the data available to the City/County, and its Financial Counseling Provider(s) if applicable, for its use following the termination of the grant.
2. Following the completion of the Grant term, the CFE Fund, in its sole and absolute discretion, may choose to allow the City/County, and its Financial Counseling Provider(s) if applicable, to continue using the CFE Fund's database. Licensing fees and any other fees associated with use of the software will be the responsibility of the City/County.

III. FEC Database (FECBOT) and Experian Connectivity

1. For the term of the Contract, Contractor will use the CFE Fund's FEC database, FECBOT.
2. Ensure that weekly session and client data is entered into the database before 5 p.m. the Wednesday of the following week. FEC staff members must notify the City/County of any barriers in reaching weekly deadline.
3. Ensure that all FEC staff members maintain rigorous client confidentiality when using FECBOT and Experian, and follow data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, City/County and Program Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Contractor's other office locations.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Contractor must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Contractor client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email

- addresses, dates of birth, and financial account numbers.
- f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
 - g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
 - h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

IV. Intellectual Property

- 1. The Contractor recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund for the Grantee's, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
- 2. Contractor will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

Financial Empowerment Center Model
(the "Model")

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client's financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the

process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while

also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative partners will be required to use the FEC database throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Partners have access to all local data collected and are able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

Notices

City of Jackson, TN Program Manager

Lauren Kirk
Director of Performance Management
121 E Main St Suite 301
731-425-8313
lkirk@jacksontn.gov

Contractor

Matthew Marshall
CEO/President, United Way of West Tennessee
470 North Parkway Jackson, TN 38305
731-422-1816
mmarshall@unitedway.tn.org

City of Jackson

Budget Amendments Less Than \$10,000

August 3, 2021

AARP Grant Farmers Market	\$1,000.00
Insurance Recovery – JPD	\$6,394.11
Insurance Recovery – JPD	\$1,022.07

Date: 7/20/2021
 Time: 11:56
 User: WHETSTOC

CITY OF JACKSON
 Invoice History Report

Page: 1
 Id: AP4610

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
16947	AREA WIDE COMMUNICATION	74475	6/03/2021	153470-C	153470-C	6/30/2021		EQUIPMENT-EMA	12,046.01
			315-52800-900					EX 12,046.01	
			315-21121					AP 12,046.01	
			110-11213					CA 12,046.01	
VENDOR TOTALS									
30487	AT&T MOBILITY	287293899797-06	6/11/2021	153768-C	153768-C	7/15/2021		287293899797X0619202	15,172.78
			110-42150-245					EX 13,654.41	
			142-42129-245					EX 1,413.05	
			110-41310-245					EX 105.32	
			110-21121					AP 13,759.73	
			142-21121					AP 1,413.05	
			110-11213					CA 13,759.73	
			110-11213					CA 1,413.05	
VENDOR TOTALS									
30872	BLISS PRODUCTS & SERVIC	21504	6/21/2021	153777-C	153777-C	7/15/2021		EQUIP/SUPP-DOG PARK	14,001.93
			110-41904-300					EX 14,001.93	
			110-21121					AP 14,001.93	
			110-11213					CA 14,001.93	
VENDOR TOTALS									
29308	CALDWELL, ROBERT E	07/01/2021	7/01/2021	153789-C	153789-C	7/15/2021		RENT-N PRECINCT OFFC	23,400.00
			110-42158-530					EX 23,400.00	
			110-21121					AP 23,400.00	
			110-11213					CA 23,400.00	
VENDOR TOTALS									
30857	COMPLETE INNOVATIONS US	FTI-000000384	4/30/2021	153501-C	153501-C	6/30/2021		CUSTOM WEB INTERFACE	12,800.00
			131-43230-255					EX 12,800.00	
			131-21121					AP 12,800.00	
			110-11213					CA 12,800.00	
VENDOR TOTALS									
21770	ENVIRONMENTAL SYSTEMS R	94060845	6/22/2021	153817-C	153817-C	7/15/2021		CONTRACTUAL SERV-PLA	11,918.00
			110-41700-290					EX 11,918.00	
			110-21121					AP 11,918.00	
			110-11213					CA 11,918.00	
VENDOR TOTALS									
23673	G & W DIESEL/EVS	150605	6/24/2021	153525-C	153525-C	6/30/2021		UNIFORMS/EQUIP-JFD	43,379.18
			110-42220-344					EX 43,379.18	
			110-21121					AP 43,379.18	
			110-11213					CA 43,379.18	
VENDOR TOTALS									

(cellphones - JPD,
 Metro Narc, Mayor's
 office)

CITY OF JACKSON
 Invoice History Report

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
23852	GRESHAM SMITH	0754003	6/08/2021	153532-C	153532-C	6/30/2021		PROJ:U S 45 BYP SO E	81,951.32
			315-43190-932					EX 81,951.32	
			315-21121					AP 81,951.32	
			110-11213					CA 81,951.32	
VENDOR TOTALS									
25933	INSIGHT PUBLIC SECTOR I	1100841981	6/08/2021	153548-C	153548-C	6/30/2021		COMMUNICATION DEVS O	15,604.93
			110-42210-255					EX 15,604.93	
			110-21121					AP 15,604.93	
			110-11213					CA 15,604.93	
25933	INSIGHT PUBLIC SECTOR I	1100842838	6/10/2021	153548-C	153548-C	6/30/2021		WIRELESS DATA CABLE	20,338.20
			315-42180-900					EX 20,338.20	
			315-21121					AP 20,338.20	
			110-11213					CA 20,338.20	
VENDOR TOTALS									
27895	INTEGRATED LLC	9555	6/21/2021	153846-C	153846-C	7/15/2021		EQUIPMENT INSTALLATI	12,360.00
			110-42210-255					EX 12,360.00	
			110-21121					AP 12,360.00	
			110-11213					CA 12,360.00	
VENDOR TOTALS									
27011	JACKSON BASEBALL CLUB L	3869	5/30/2021	153553-C	153553-C	6/30/2021		CONTRACTUAL SERV-BAL	19,449.35
			110-44508-290					EX 19,449.35	
			110-21121					AP 19,449.35	
			110-11213					CA 19,449.35	
VENDOR TOTALS									
30868	JACKSON MADISON COUNTY	07/01/21	7/01/2021	153855-C	153855-C	7/15/2021		SPONSORSHIP-COJ	100,000.00
			110-41900-230					EX 100,000.00	
			110-21121					AP 100,000.00	
			110-11213					CA 100,000.00	
VENDOR TOTALS									
2540	JACKSON TRANSIT AUTHORI	06-30-21	6/30/2021	153558-C	153558-C	6/30/2021		APPROPRIATIONS TO JTA	19,500.00
			110-41900-762					EX 19,500.00	
			110-21121					AP 19,500.00	
			110-11213					CA 19,500.00	
2540	JACKSON TRANSIT AUTHORI	06/30/21	6/30/2021	153558-C	153558-C	6/30/2021		APPROPRIATIONS TO JT	10,766.25
			110-41900-762					EX 10,766.25	
			110-21121					AP 10,766.25	
			110-11213					CA 10,766.25	
2540	JACKSON TRANSIT AUTHORI	June-30-21	6/30/2021	153558-C	153558-C	6/30/2021		APPROPRIATIONS TO JT	22,969.29

CITY OF JACKSON
 Invoice History Report

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
VENDOR TOTALS									
30664	KIMBRO OIL COMPANY	PS-INV148226	6/04/2021	153569-C	6/30/2021			DIESEL-GARAGE	16,561.31
			110-41112				EX	16,561.31	
			110-21121				AP	22,969.29	
			110-11213				CA	22,969.29	
VENDOR TOTALS									
30664	KIMBRO OIL COMPANY	PS-INV148541	6/11/2021	153569-C	6/30/2021			GAS-GARAGE	21,664.32
			110-14111				EX	21,664.32	
			110-21121				AP	21,664.32	
			110-11213				CA	21,664.32	
VENDOR TOTALS									
30664	KIMBRO OIL COMPANY	PS-INV150016	6/24/2021	153866-C	7/15/2021			GAS-GARAGE	20,509.78
			110-14111				EX	20,509.78	
			110-21121				AP	20,509.78	
			110-11213				CA	20,509.78	
VENDOR TOTALS									
21483	LOCAL GOVERNMENT CORPOR	131222	7/03/2021	153872-C	7/15/2021			SERV AGREEMENTS/PROF	78,380.19
			110-41640-262				EX	70,892.19	
			110-41200-250				EX	7,488.00	
			110-21121				AP	78,380.19	
			110-11213				CA	78,380.19	
VENDOR TOTALS									
1245	MADISON CO TRUSTEE	33086	4/30/2021	153883-C	7/15/2021			JUNE RECEIPT-MIXED L	24,819.66
			110-31930				EX	24,819.66	
			110-21121				AP	24,819.66	
			110-11213				CA	24,819.66	
VENDOR TOTALS									
1245	MADISON CO TRUSTEE	33087	6/30/2021	153884-C	7/15/2021			JEA TAX EQUITY-COJ	929,111.10
			110-21456				EX	929,111.10	
			110-21121				AP	929,111.10	
			110-11213				CA	929,111.10	
VENDOR TOTALS									
24223	MADISON COUNTY DEVELOPM	000038322	6/30/2021	153886-C	7/15/2021			LANDFILL DUMPING-H&S	14,320.65
			131-43230-296				EX	14,320.65	
			131-21121				AP	14,320.65	
			110-11213				CA	14,320.65	
VENDOR TOTALS									
24223	MADISON COUNTY DEVELOPM	Jun-21	6/30/2021	153886-C	7/15/2021			LANDFILL DUMPING-H&S	312,296.71
			131-43230-242				EX	312,296.71	

Number	Name	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
27782	MOTOROLA SOLUTIONS INC 8230326993	6/01/2021	153595-C	6/30/2021	MAN	MAIN CONTRACT-CENT D	34,621.30	
		110-21121			EX	34,621.30		
		110-11213			AP	34,621.30		
					CA	34,621.30		
VENDOR TOTALS								
							326,617.36	
29718	NEW HUB CLUB 06/10/21	6/10/2021	153598-C	6/30/2021	DONATION-COJ	10,000.00	10,000.00	
		110-41900-720			EX	10,000.00		
		110-21121			AP	10,000.00		
		110-11213			CA	10,000.00		
VENDOR TOTALS								
							10,000.00	
7307	SPRAGINS BARNETT & COBB 30721-07/15/21	7/08/2021	153941-C	7/15/2021	LEGAL SERV-COJ	10,416.66	10,416.66	
		110-41300-250			EX	10,416.66		
		110-21121			AP	10,416.66		
		110-11213			CA	10,416.66		
VENDOR TOTALS								
							10,416.66	
12890	STRANSELL ELECTRIC CO IN APP#4-5/31/2021	5/31/2021	153943-C	7/15/2021	RE:TRAF SIGNAL UPGRA	60,045.16	60,045.16	
		315-43590-900			EX	60,045.16		
		315-21121			AP	60,045.16		
		110-11213			CA	60,045.16		
VENDOR TOTALS								
							60,045.16	
19095	STATE OF TN- DEPT OF TR 28139	6/25/2021	153944-C	7/15/2021	10% LOCAL MATCH-UTPG	17,494.00	17,494.00	
		110-41710-320			EX	17,494.00		
		110-21121			AP	17,494.00		
		110-11213			CA	17,494.00		
VENDOR TOTALS								
							17,494.00	
28694	SYNCSB/AMAZON STMT-06/10/21	6/10/2021	153442-C	6/30/2021	XXXXX XXXX XXX953 5	10,032.72	10,032.72	
		110-41903-320			EX	1,229.99		
		110-41640-320			EX	89.98		
		110-44720-330			EX	15.98		
		110-41640-320			EX	104.95		
		110-42110-320			EX	132.96		
		110-41710-320			EX	159.00		
		110-42180-321			EX	29.57		
		110-41710-320			EX	190.89		
		110-42180-321			EX	335.62		

CITY OF JACKSON
 Invoice History Report

Number	Name	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
110-44730-320						EX	9.99	
110-43800-310						EX	44.99	
110-44730-326						EX	199.98	
110-14122						EX	299.60	
110-42100-320						EX	16.70	
110-43800-310						EX	18.99	
110-43200-322						EX	62.00	
110-44422-260						EX	55.98	
110-41640-320						EX	388.89	
110-41640-320						EX	551.53	
110-41903-310						EX	197.08	
110-41903-320						EX	75.98	
110-41640-320						EX	114.50	
110-43911-320						EX	111.82	
110-43800-310						EX	99.00	
110-43800-310						EX	55.48	
110-44720-330						EX	69.99	
110-41640-320						EX	33.98	
110-41640-320						EX	24.99	
110-44720-330						EX	24.13	
110-44730-320						EX	677.87	
110-14122						EX	10.49	
110-44730-320						EX	343.82	
110-42115-321						EX	587.85	
142-42129-310						EX	19.06	
110-42100-320						EX	18.33	
142-42129-310						EX	16.06	
142-42129-310						EX	96.40	
142-42129-310						EX	39.98	
110-43190-290						EX	299.99	
110-44730-320						EX	475.99	
110-41680-310						EX	169.86	
110-44730-320						EX	28.44	
131-43230-320						EX	195.40	
110-43190-290						EX	849.97	
110-44610-320						EX	448.48	
110-41200-310						EX	84.99	
110-44730-321						EX	379.00	
110-41640-320						EX	111.71	
110-42240-328						EX	80.10	
110-21121						EX	18.48	
142-21121						EX	14.99	
131-21121						EX	320.92	
110-11213						AP	9,011.25	
110-11213						AP	171.50	
110-11213						CA	849.97	
110-11213						CA	9,011.25	
110-11213						CA	171.50	
110-11213						CA	849.97	

 10,032.72

VENDOR TOTALS

Date: 7/20/2021
Time: 11:56
User: WHESTOC

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
17733	TENNESSEE TRACTOR LLC	1857043	6/04/2021	153647-C	153647-C	6/30/2021		ZERO TURN MOWERS-GDK	41,000.00
			110-44730-390				EX	41,000.00	
			110-21121				AP	41,000.00	
			110-11213				CA	41,000.00	
VENDOR TOTALS									
7054	TIM ASSOCIATES INC	J6260C - 6	4/16/2021	153965-C	153965-C	7/15/2021		RE:SIA ROADWAY DESIG	113,620.47
			110-41901-293				EX	79,534.33	
			110-41900-297				EX	34,086.14	
			110-21121				AP	113,620.47	
			110-11213				CA	113,620.47	
VENDOR TOTALS									
30512	WM CORPORATE SERVICES I	4951240-2268-4	6/30/2021	153993-C	153993-C	7/15/2021		TEMP CONTAINERS-H&S	12,527.21
			131-43230-243				EX	12,527.21	
			131-21121				AP	12,527.21	
			110-11213				CA	12,527.21	
VENDOR TOTALS									
GRAND TOTAL*									2,163,078.48