

## **AGENDA**

### **JACKSON CITY COUNCIL MEETING**

**June 1, 2021 – 9:00 A.M**

**George A Smith Meeting Room**

- I. CALL TO ORDER.**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.**  
Ross Priddy
- III. ROLL CALL**
- IV. APPROVAL OF MINUTES OF THE May 4, 2021 CITY COUNCIL MEETING**
- V. PROCLAMATIONS/RECOGNITIONS**
- VI. INVITATION FOR PUBLIC COMMENT**
- VII. FIRST READING**
  - 1. Consideration of an ordinance to rezone property located at the Southwest quadrant of Highway 70 East, Interstate 40 and Ridgecrest Road Extended from A-O (Agriculture/Open Land) District to SC-1 (Planned Unit Commercial Development) District, comprising 68.7 acres, more or less.
  - 2. Consideration of a proposed budget amendment - Insurance Recovery Municipal Maintenance \$13,083.68
  - 3. Consideration of a proposed budget amendment - Insurance Recovery EDP Equipment \$11,689.09
  - 4. Consideration of a proposed budget amendment - Insurance Recovery for The Ballpark at Jackson \$35,628.72

5. Consideration of a proposed budget amendment - JPD Grant \$79,538.00
6. Consideration of a proposed budget amendment - JPD Grant \$36,448.00
7. Consideration of a proposed budget amendment - Urban Transportation Planning Grant \$17,494.00
8. Consideration of a proposed budget amendment - Capital Outlay Fund \$1,061,431.00
9. Consideration of a proposed budget amendment - Proposed Employee Bonus \$410,992.88
10. Consideration of a proposed budget ordinance for FY 2022
11. Consideration of an ordinance to amend Building Codes 2018 International Codes
12. Consideration of an ordinance to amend Fire Codes 2018 International Codes

#### **VIII. SECOND READING**

1. Consideration of a proposed budget amendment - EMA Tornado Warning Siren \$13,469.00

#### **IX. NEW BUSINESS**

1. Consideration of a resolution – Urban Transportation Planning Grant
2. Consideration of the adoption of the City of Jackson Pension Plan Funding Policy
3. Consideration of contract CMA 2272 between the State of Tennessee, Department of Transportation, and the City of Jackson
4. Consideration of contract CMA 2273 between the State of Tennessee, Department of Transportation, and the City of Jackson
5. Consideration of Board Appointments:
  - a. JEA Board – consideration of reappointment of Dr. Logan Hampton

- b. West Tennessee Healthcare Board – consideration of reappointment of Phil Bryant
  - c. Keep Jackson Beautiful Board – consideration of appointment of Rachel Guyer to replace Keith Davis, Jenni Deming to replace Richard Donnell, and Abensiba Misiedjan to replace Anne Vanderlinde
- 6. Consideration of budget amendments less than \$10,000.00
  - 7. Consideration of Invoices over \$10,000.00
- X. ADJOURN.**

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## MEMORANDUM

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**TO:** Mayor Scott Conger

**FROM:** Brittany Alexander, Planning Coordinator

**SUBJECT:** Planning Related Council Agenda Item for June 1, 2021

**DATE:** May 19, 2021

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

1. Consideration of an Ordinance to rezone property located at the Southwest quadrant of Highway 70 East, Interstate 40 and Ridgecrest Road Extended from A-O (Agriculture/Open Land) District to SC-1 (Planned Unit Commercial Development) District, comprising 68.7 acres, more or less.

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

Scott Conger, Mayor



## **MEMORANDUM**

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**TO:** Jackson City Council

**FROM:** Planning Staff

**RE:** Rezone S.W. Quadrant of Hwy 70 E, Interstate 40 and Ridgecrest Rd  
Extended

**DATE:** May 19, 2021

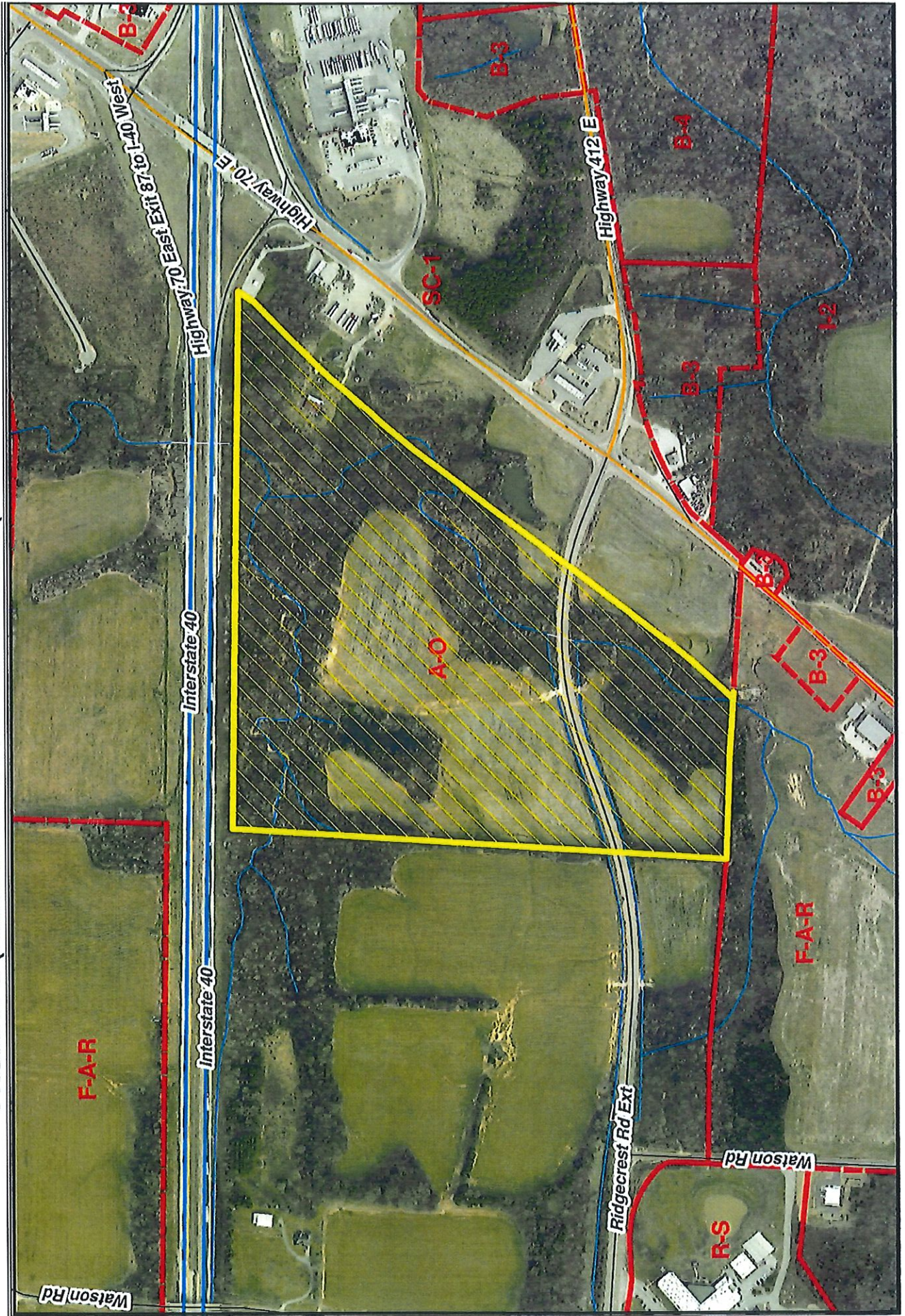
The Jackson Municipal Regional Planning Commission met on Wednesday, May 5, 2021, and unanimously recommended approval of a request to rezone property located at the Southwest quadrant of Highway 70 East, Interstate 40 and Ridgecrest Road Extended from A-O (Agriculture/Open Land) District to SC-1 (Planned Unit Commercial Development) District, comprising 68.7 acres, more or less.

The Planning Staff recommends approval since it represents a logical extension of the surrounding SC-1 (Planned Unit Commercial Development) District and is compliance with the Comprehensive Civic Master Land Use Plan.

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



REZONING SITE LOCATION MAP - STAFF RECOMMENDED LARGER AREA  
S.W. QUADRANT OF HIGHWAY 70 EAST, INTERSTATE 40 & RIDGECREST RD EXT.  
FROM: A-O (AGRICULTURAL/OPEN TO: SC-1 (PLANNED COMMERCIAL





**ORDINANCE NO. \_\_\_\_\_**

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

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

**SECTION 1.** The Official Zoning Ordinance of the City of Jackson and the Zoning Map, which is a part thereof, is hereby amended by changing rezone property located at the Southwest quadrant of Highway 70 East, Interstate 40 and Ridgecrest Road Extended from A-O (Agriculture/Open Land) District to SC-1 (Planned Unit Commercial Development) District, comprising 68.7 acres, more or less, more fully described as follows:

Beginning at a point on the south margin of Interstate 40 and the northwest corner of the JAP Family Limited Partnership tract (Madison County Tax Map 42, Parcel 66.00) as recorded in Deed Book 577, Page 586; thence east along the south margin of Interstate 40, 2,240 +/- feet to the northwest corner of a JEA utility easement; thence southwest, 80 feet to the southwest corner of said easement; thence southwest parallel and 450 feet from the centerline of U. S. Highway 70 East a distance of 1,687 +/- feet to a point on the north margin of Ridgecrest Road Extended; thence continuing southwest a distance of 915 feet to a point on the south line of the south tract of the JAP Family Limited Partnership tract; thence west along the south line, 665 +/- feet to a point at the southwest corner of the south tract of the JAP Family Limited Partnership tract; thence north along the west line of JAP Family Limited Partnership tract, crossing Ridgecrest Road Extended, a distance of 2,080 +/- feet to the point of beginning and containing 68.7 +/- acres.

**SECTION 2.** This Ordinance becomes effective from and after its adoption, the public welfare requiring it.

**INTRODUCED 1<sup>st</sup> READING:** \_\_\_\_\_

**ADOPTED 2<sup>nd</sup> READING:** \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**



# CITY OF JACKSON ZONING REPORT

<b>APPLICANT</b>	Agent:	Chris W. Alexander (HCB Development)
<b>OWNER</b>		JAP Family Ltd Partners
<b>ADDRESS</b>		605 South Royal Street Jackson, TN 38301
<b>LOCATION</b>	Property:	Southwest quadrant of U.S. Highway 70 & Interstate 40
<b>ACERAGE</b>	Requested:	68.7 +/- acres (Staff recommended larger area)
<b>TAX MAP REFERENCE</b>		Map 42 Parcel 66.00
<b>PRESENT USE</b>		Vacant Open Agriculture Land
<b>PROPOSED USE</b>		TAG Truck Center Sales/Service (90,000 square feet)
<b>PRESENT ZONING</b>		A-O (Agriculture/Open Land) District
<b>PROPOSED ZONING</b>		SC-1 (Planned Unit Commercial Development) District

## LOCATION

The property is located in the southwest quadrant of Interstate 40, U. S. Highway 70 East @ Ridgecrest Road Extended.

## CURRENT LAND USE

The property is generally bounded on the north by the Interstate, on the east by vacant open land, commercial & a single family residential home, on the south by vacant open agriculture land and on the west by vacant open agriculture land.

## UTILITIES

JEA electric, water, gas & sewer can be made available to the site via JEA policies and procedures.

## PETITIONER'S JUSTIFICATION

See attached Statement of Justification.

## LAND USE PLAN

This property is currently depicted within the Comprehensive Civic Master Land Use Plan as an area deemed appropriate for Corridor Commercial; therefore, an amendment to the Comprehensive Civic Master Land Use Plan is not necessary.

## REZONING STAFF RECOMMENDATION

The Planning Staff recommends approval since it represents a logical extension of the surrounding SC-1 (Planned Unit Commercial Development) District and is compliance with the Comprehensive Civic Master Land Use Plan.

## **Rezoning Application**

### **Statement of Justification**

Date: April 1<sup>st</sup>, 2021

Property Owner: JAP Family Limited Partnership

Location of Property to be Rezoned:

Hwy 70 East 2049, Jackson TN 38305 – Portion of Tract 1 – Approximately 40 Acres

JAP Family Limited Partnership has under contract the sale of land described above and noted on the attached survey to TAG Real Estate Holdings, LLC. The applicant is requesting reclassification from the Agricultural (A-O) district to Commercial (SC-1) district.

The buyer is an entity of TAG Truck Center which is currently located at 112 E.L. Morgan Drive, Jackson TN 38305. [www.tntxtruck.com](http://www.tntxtruck.com) TAG is looking to expand its current operations and relocate to this property where it can build a larger facility and have good visibility from Interstate 40. The plans are for an approximately 90,000 square foot TAG Truck Center that will offer truck and trailer sales along with a parts and service department. The investment in this facility could be approximately \$12 million.

CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 45

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

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

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>EXPENDITURE</b>				
<b>POLICE</b>				
Recoverable Damages	110-44720-390	-	13,083.68	13,083.68
<b>TOTAL EXPENDITURE</b>		<b>-</b>	<b>13,083.68</b>	<b>13,083.68</b>

**NOTES**

Insurance claim for Maintenance 1997 Ford 250.

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date:

4/26/2021

By:

Cathy Keck

CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 46

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

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

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>EXPENDITURE</b>				
<b>EDP Equipment</b>				
Recoverable Damages - Informat System (IS)	110-41640-390	-	1,500.99	1,500.99
Recoverable Damages - Pringle Park	110-44500-390	-	2,368.10	2,368.10
Repair and Maintenance - Traffic Signals	110-43590-330	3,946.56	7,820.00	11,766.56
<b>TOTAL EXPENDITURE</b>		<b>3,946.56</b>	<b>11,689.09</b>	<b>15,635.65</b>

**NOTES**

Insurance claim for Lightning damage to EDP Equipment 3/27/21.

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date: revised 5/13/21

By: Cathy Keck

CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 52

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

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

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>EXPENDITURE</b>				
<b>BALL PARK</b>				
Recoverable Damages -Pringles	110-44500-390	-	35,628.72	35,628.72
<b>TOTAL EXPENDITURE</b>		<b>-</b>	<b>35,628.72</b>	<b>35,628.72</b>

**NOTES**

Insurance claim for Ballpark

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date: 5/20/2021 By: Cathy Keck



CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 50

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>AMEND FOR GRANT</b>				
CESF - JAG	315-33491	-	79,538.00	79,538.00
<b>TOTAL GRANT REVENUE</b>		-	79,538.00	79,538.00
Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>EXPENDITURE</b>				
<b>AMEND FOR GRANT</b>				
CESF - JAG	315-42106-900	-	79,538.00	79,538.00
<b>TOTAL GRANT EXPENDITURE</b>		-	79,538.00	79,538.00

**NOTES**

Federal CESF JAG grant for capital purchase of Ballistics Comparison Microscope.

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date:

4/27/2021 By:

Cathy Keck

CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 51

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>AMEND FOR GRANT</b>			
PSN Grant 110-33189	-	36,448.00	36,448.00
<b>TOTAL GRANT REVENUE</b>	-	<b>36,448.00</b>	<b>36,448.00</b>

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>EXPENDITURE</b>			
<b>AMEND FOR GRANT</b>			
PSN GRANT 110-42199-250	-	36,448.00	36,448.00
<b>TOTAL GRANT EXPENDITURE</b>	-	<b>36,448.00</b>	<b>36,448.00</b>

**NOTES**

Federal PSN grant for anti-gun crime media campaign.

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date:

4/27/2021 By:

Cathy Keck

CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 53

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>AMEND FOR GRANT</b>			

<b>TOTAL GRANT REVENUE</b>	-	-	-
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Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
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**AMEND FOR GRANT**

UTPG Grant	110-41711-290	-	17,494.00	17,494.00
Co Trustee/Clerk Commission	110-41900-591	-	(17,494.00)	(17,494.00)
<b>TOTAL GRANT EXPENDITURE</b>		-	-	-

**NOTES**

10 percent local funding match for Urban Transportation Planning Grant.

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date:

5/20/2021 By:

Cathy Keck

CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 54

Updated

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>AMEND FOR STREET RESURFACING</b>				
Transfer from Fund Balance	315-37900	-	1,049,878.00	1,049,878.00
<b>TOTAL GRANT REVENUE</b>		-	1,049,878.00	1,049,878.00

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>EXPENDITURE</b>				
<b>AMEND FOR STREET RESURFACING</b>				
Fire Dept Buildings	315-42254-900	33,970.00	(702.00)	33,268.00
Mayor's Office	315-41310-900	-	31,658.00	31,658.00
Street Resurfacing	315-43190-931	1,506,446.00	1,807,377.00	3,313,823.00
Groundskeeping	315-44730-900	19,000.00	10,412.00	29,412.00
Municipal Court Building	315-41815-900	895,622.00	(617,594.00)	278,028.00
Fire Dept Operations	315-42220-900	5,629,502.00	(32,525.00)	5,596,977.00
Animal Care	315-41903-900	584,493.00	(123,154.00)	461,339.00
Street Maintenance	315-43190-900	140,615.00	(475.00)	140,140.00
Shirlene Mercer Park	315-44540-900	57,994.00	(13,566.00)	44,428.00
<b>TOTAL GRANT EXPENDITURE</b>		8,867,642.00	1,061,431.00	9,929,073.00

**NOTES**

Budget Amendment for Street Resurfacing FY20 - FY21 project. Balance of \$11,553 expense will be covered by unbudget Revenue in Interest Earned (\$3,866), Prior Year Taxes (\$7,656), and Prior Year Tax Equivalent (\$31).

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date:

5/20/2021 By:

Cathy Keck

CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 55  
Updated

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR EMPLOYEE BONUS	-	-	-

**TOTAL REVENUE**

EXPENDITURE Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AMEND FOR EMPLOYEE BONUS			
Employee Bonus - Salary		328,200.00	328,200.00
Employee Bonus - Benefits		82,792.88	82,792.88
<b>TOTAL EXPENDITURE</b>	-	<b>410,992.88</b>	<b>410,992.88</b>

**NOTES**

Recommended employee bonus

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date:

5/20/2021 By:

Cathy Keck

**AN ORDINANCE TO AMEND THE  
OFFICIAL CODE OF THE CITY OF JACKSON  
RELATIVE TO TITLE 12 BUILDING, UTILITY, ETC. CODES,**

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

**SECTION 1.** That the text of the Official Code of the City of Jackson, Title 12 BUILDING, UTILITY, ETC. CODES, CHAPTERS 2 - 8 and CHAPTERS 10 - 12, be deleted in its entirety and replaced with the following:

**CHAPTER 2**

**BUILDING CODE**

**SECTION**

12-201. Adopted.

12-202. Fees

**12-201. Adopted.** Pursuant to authority granted by Tennessee Code Annotated, section 6-54-502, et seq., and for the purpose of regulating the construction, alteration, repair, and demolition of every building or structure, or any appurtenance connected or attached to any building or structure, the 2018 edition of the International Building Code (Fourth Printing), as prepared and adopted by the International Code Council International, Inc., excluding all appendices thereto, and containing certain modifications, is hereby adopted and incorporated by reference as a part of this code of ordinances.

**12-202. Fees.** All fees shall be set forth in a schedule of fees as authorized and approved from time to time by resolution of the City Council.

**CHAPTER 3**

**ELECTRICAL CODE**

**SECTION**

12-301. Adopted.

12-302. Low voltage permit required.

**12-301. Adopted.** Pursuant to authority granted by Tennessee Code Annotated, section 6-54-502, et seq., and for the purpose of regulating the construction, alteration, repair, and demolition of every building or structure, or any appurtenance connected or attached to any building or structure, the 2017 edition of the National Electrical Code (NFPA 70), of the National Fire Protection Association, excluding all appendices thereto, and containing certain modifications, is hereby adopted and incorporated by reference as a part of this code of ordinances.

**12-302. Low voltage permit required.** A low voltage permit, which shall include phone, cable, data, with the exception of fire alarm wiring, shall be henceforth required for any new residential and/or commercial construction. All such permits shall be issued at the cost of twenty-five dollars (\$25.00) when the project is less than twenty-five thousand dollars (\$25,000). When the project is twenty-five thousand dollars (\$25,000) or greater, the permit shall be issued at a cost of one hundred dollars (\$100.00).

## CHAPTER 4

### GAS CODE

#### SECTION

12-401. Adopted.

**12-401. Adopted.** Pursuant to the authority granted by Tennessee Code Annotated, section 6-54-502 et seq., the 2018 edition of the International Fuel Gas Code (Third Printing), excluding all appendices thereto, as prepared and adopted by the International Code Council International, Inc., is hereby adopted by reference and incorporated in this code of ordinances.

## CHAPTER 5

### PLUMBING CODE

#### SECTION

12-501. Adopted.

**12-501. Adopted.** Pursuant to the authority granted by Tennessee Code Annotated, section 6-54-502 et seq., the 2018 edition of the International Plumbing Code (Third Printing), excluding all appendices thereto, as prepared and adopted by the International Code Congress International, Inc., is hereby adopted by reference and incorporated in this code of ordinances.

## CHAPTER 6

### MECHANICAL CODE

#### SECTION

12-601. Adopted.

**12-601. Adopted.** Pursuant to authority granted by Tennessee Code Annotated, section 6-54-502 et seq., the 2018 edition of the International Mechanical Code (Third Printing), excluding all appendices thereto, as prepared and adopted by the International Code Council International, Inc., is hereby adopted by reference and incorporated in this code of ordinances.

## CHAPTER 7

### PROPERTY MAINTENANCE CODE

#### SECTION

12-801. Adopted

**12-801. Adopted.** Pursuant to the authority granted by Tennessee Code Annotated, section 6-54-502, et seq., the 2018 edition of the International Property Maintenance Code (Second Printing), excluding all appendices thereto, as prepared and adopted by the International Code Council International, Inc., and containing certain modifications, is hereby adopted and incorporated by reference as a part of this code of ordinances.

## CHAPTER 8

### ENERGY CONSERVATION CODE

#### SECTION

12-1001. Adopted.

**12-1001. Adopted.** Pursuant to the authority granted by Tennessee Code Annotated, section 6-54-502, et seq., the 2012 edition of the International Energy Conservation Code (Second Printing), excluding all appendices thereto, as prepared and adopted by the International Code Council International, Inc., and containing certain modifications, is hereby adopted and incorporated by reference in this code of ordinances.

## CHAPTER 10

### RESIDENTIAL CODE FOR ONE-AND-TWO FAMILY DWELLINGS

#### SECTION

12-1101. Adopted.

**12-1101. Adopted.** Pursuant to the authority granted by Tennessee Code Annotated, section 6-54-502, et seq., the 2018 edition of the International Residential Code (Third Printing), including appendices E (Manufactured Housing Used as Dwellings), J (Existing Buildings and Structures), M (Home Daycare-R3 Occupancy), Q (Tiny Houses), excluding all other appendices thereto, as prepared and adopted by the International Code Council International, Inc., and containing certain modifications, is hereby adopted and incorporated by reference in this code of ordinances.



## CHAPTER 11

### ACCESSIBILITY CODE

#### SECTION

12-1201. Adopted.

**12-1201. Adopted.** Pursuant to the authority granted by Tennessee Code Annotated, section 6-54-502, et seq., Tennessee Code Annotated, the 2009 edition of ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities (First Printing), is hereby adopted and incorporated by reference in this code of ordinances.

## CHAPTER 12

### Existing Building Code

#### SECTION

12-1301. Adopted.

**12-1301. Adopted.** Pursuant to the authority granted by Tennessee Code Annotated, section 6-54-502 et seq., the 2018 edition of the International Existing Building Code (Fourth Printing), excluding all appendices thereto, as prepared and adopted by the International Code Congress International, Inc., is hereby adopted by reference and incorporated in this code of ordinances.

**SECTION 2.** That Exhibit A, attached to this ordinance, represents all modifications contained in the aforementioned codes being adopted and incorporated by reference in the Official Code of the City of Jackson by the passage of this ordinance.

**SECTION 3.** That this ordinance becomes effective on January 1, 2022, the public welfare requiring it.

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**MAYOR**

**INTRODUCED:** \_\_\_\_\_

**ADOPTED:** \_\_\_\_\_

# FEE CHANGES 2021

NOTE: PERMIT FEES HAVE NOT BEEN INCREASED SINCE CODE  
ADOPTION IN 2005

## **CURRENT FEES**

### **RESIDENTIAL BUILDING PERMITS/FEES**

Residential Building Permits are required for all construction, alteration or repairs, fences, accessory buildings, etc. when the total value is \$100.00 (one hundred dollars) or more.

#### **FEES FOR NEW RESIDENTIAL**

LESS THAN 1000 SQ. FT.	MIN. FEE \$140.00
1000 SQ. FT. TO 2000 SQ. FT.	\$150.00 PLUS \$.18 PER SQ. FT. OVER 1000 SQ. FT.
2001 SQ. FT. TO 3000 SQ. FT.	\$275.00 PLUS \$.20 PER SQ. FT. OVER 2000 SQ. FT.
MORE THAN 3000 SQ. FT.	\$450.00 PLUS \$.22 PER SQ. FT. OVER 3000 SQ. FT.
ADDITIONS/ALTERATIONS	\$4.00 PER THOUSAND WITH A MINIMUM FEE OF \$20.00

The above fees shall be based on square feet of heated areas (all levels) plus one-third of the square feet of unheated areas and areas under roof calculated as follows:

- (A) Heated areas are measured along outside of exterior walls.
- (B) Unheated areas and areas under roof such as garages, unfinished basements, carports, covered patios, etc. shall be measured along their outside walls of supports.

## DEVELOPMENT PERMITS/FEEES

A Development Permit is required whenever a development will involve any clearing, grading, and/or any form of land disturbance caused by movement of earth or increase in storm water runoff due to the decrease of soil permeability. A Soil Erosion, Sediment, and Drainage Control Plan will be required and must be submitted to the City Engineer for approval. \*Contact the Engineer's Office for more information at (731) 425-8220. (Permits are obtained at the Planning Department for commercial projects and at the Building Department for residential projects.) A vegetative impact evaluation may be required.

Development Permit fee is \$25.00  
Erosion Control Drainage fee is \$25.00 per acre  
Vegetative Impact Evaluation fee is \$50.00

## RESIDENTIAL BUILDING PERMITS/FEEES

Residential Building Permits are required for all construction, alteration or repairs, fences, accessory buildings, etc. when the total value is \$100.00 (one hundred dollars) or more.

### FEEES FOR NEW RESIDENTIAL

LESS THAN 1000 SQ. FT.	MIN. FEE \$140.00
1000 SQ. FT. TO 2000 SQ. FT.	\$150.00 PLUS \$.18 PER SQ. FT. OVER 1000 SQ. FT.
2001 SQ. FT. TO 3000 SQ. FT.	\$275.00 PLUS \$.20 PER SQ. FT. OVER 2000 SQ. FT.
3001 SQ. FT. TO 4000 SQ. FT.	\$450.00 PLUS \$.22 PER SQ. FT.
MORE THAN 4001 SQ. FT.	\$500.00 PLUS \$.24 PER SQ. FT.

ADDITIONS/ALTERATIONS	\$4.00 PER THOUSAND WITH A MINIMUM FEE OF \$40.00
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Residential Building Demolition permit fee is \$50.00.

The above fees shall be based on square feet of heated areas (all levels) plus one-third of the square feet of unheated areas and areas under roof calculated as follows:

- (A) Heated areas are measured along outside of exterior walls.
- (B) Unheated areas and areas under roof such as garages, unfinished basements, carports, covered patios, etc. shall be measured along their outside walls of supports.

## **CURRENT FEES**

### **COMMERCIAL BUILDING PERMITS/FEES**

Commercial Building Permits are required for all construction, alterations or repairs, fences, accessory buildings, etc. when the total value is \$100.00 (one hundred dollars) or more.

#### **PERMIT FEES OTHER THAN RESIDENTIAL**

##### **\*VALUATION**

LESS THAN \$50,000	\$8.00 PER THOUSAND WITH A MINIMUM OF \$40.00
\$50,001 TO \$500,000	\$400 FOR THE FIRST \$50,000 PLUS \$3.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF
\$500,001 TO \$1,000,000	\$1600 FOR THE FIRST \$500,000 PLUS \$4.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF
OVER \$1,000,000	\$3000 FOR THE FIRST \$1,000,000 PLUS \$2.50 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF

\*The costs of site preparation need not be included. Also for the purpose of Building Permit Fee calculation, the costs of items covered by the Fire Safety Permits may be deducted. Regarding the valuation, we reserve the right to require a detail breakdown of costs should the submitted valuation be less than 75% of the national average for the type construction and occupancy involved.

## **COMMERCIAL BUILDING PERMITS/FEEs**

Commercial Building Permits are required for all construction, alterations or repairs, fences, accessory buildings, etc. when the total value is \$100.00 (one hundred dollars) or more.

### **PERMIT FEES OTHER THAN RESIDENTIAL**

#### **\*VALUATION**

LESS THAN \$50,000	<b>\$10.00</b> PER THOUSAND WITH A MINIMUM OF <b>\$50.00</b>
\$50,001 TO \$500,000	\$400 FOR THE FIRST \$50,000 PLUS \$3.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF
\$500,001 TO \$1,000,000	\$1600 FOR THE FIRST \$500,000 PLUS \$4.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF
OVER \$1,000,000	\$3000 FOR THE FIRST \$1,000,000 PLUS \$2.50 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF

**Commercial Building Demolition fee is \$75.00.**

\*The costs of site preparation need not be included. Also for the purpose of Building Permit Fee calculation, the costs of items covered by the Fire Safety Permits may be deducted. Regarding the valuation, we reserve the right to require a detail breakdown of costs should the submitted valuation be less than 75% of the national average for the type construction and occupancy involved.

Please note that when projects are fast-tracked, permit fees are calculated from base 0 for each phase.

## **CURRENT FEES**

### **ELECTRICAL PERMITS/FEES**

All electrical work requires a permit except for routine maintenance.

Fees for electrical permits shall be as follows:

#### **Residential**

**Low Voltage Permit required for telephone, cable TV, burglar/security, fiber optic, camera systems, sound intercom systems, computer and data. Fee is \$25.00.**

Minimum fee for modification of an existing system shall be \$25.00.

Fee for inspection of a temporary service shall be \$30.00.

Fee for a temporary service entrance inspection shall be \$30.00.

When a re-inspection is required, a fee of \$25.00 shall be charged.

Low Voltage	\$25.00
0-30 amps	\$30.00
31-60 amps	\$40.00
61-200 amps	\$50.00
201-400 amps	\$60.00
401-600 amps	\$75.00
601-1000 amps	\$100.00

#### **Commercial**

\$0.50 per amp on commercial electrical projects 100 amps and above.

Example: On a commercial project requiring a 400 amp service, the new permit fee would be \$200.00. Whereas the old fee would have been \$60.00.

**Low Voltage Permit required for telephone, cable TV, burglar/security, fiber optic, camera systems, sound intercom systems, computer and data. Fee is \$25.00.**

**When a low voltage project is \$25,000.00 or greater a fee of \$100.00(one hundred dollars) will be charged.**

Minimum fee for modification of an existing system shall be \$100.00.

Fee for inspection of a temporary service shall be \$30.00.

Fee for a temporary service entrance inspection shall be \$30.00.

When a re-inspection is required, a fee of \$25.00 shall be charged.



## **PLAN REVIEW FEES**

When the valuation of the proposed commercial construction exceeds \$1,000, the project is subject to a plan review fee. Said fee is equal to one-half of the Building Permit fee as calculated on previous page with a minimum of \$75.00.

Fast Track Review Fees are based on two-thirds of the Building Permit fee as calculated on previous page with a minimum of \$75.00.

When plans are submitted one paper copy and one digital copy are required.

## **ELECTRICAL PERMITS/FEES**

All electrical work requires a permit except for routine maintenance.

Fees for electrical permits shall be as follows:

### **Residential**

**Low Voltage Permit required for telephone, cable TV, burglar/security, fiber optic, camera systems, sound intercom systems, computer and data. Fee is \$35.00.**

Minimum fee for modification of an existing system shall be \$25.00.

Fee for inspection of a temporary service shall be \$30.00.

Fee for a temporary service entrance inspection shall be \$30.00.

When a re-inspection is required, a fee of \$25.00 shall be charged.

Low Voltage	\$25.00
0-30 amps	\$30.00
31-60 amps	\$40.00
61-200 amps	\$50.00
201-400 amps	\$60.00
401-600 amps	\$75.00
601-1000 amps	\$100.00

### **Commercial**

A minimum fee of \$100.00 is charged for electrical permits up to 200 amps.

Commercial electrical permits exceeding 200 amps are \$0.50 per amp.

Minimum fee for modification of an existing system shall be \$100.00.

Fee for inspection of a temporary service shall be \$30.00.

Fee for a temporary service entrance inspection shall be \$30.00.

When a re-inspection is required, a fee of \$25.00 shall be charged.

**Low Voltage Permit required for telephone, cable TV, burglar/security, fiber optic, camera systems, sound intercom systems, computer and data. Fee is \$35.00.**

**When a low voltage project is \$25,000.00 or greater a fee of \$100.00(one hundred dollars) will be charged.**



## CURRENT FEES

### FIRE SAFETY PERMITS/FEES

Fire safety permits are required for the following work when the value of said work exceeds \$100.

Sprinkler system(s)  
Standpipe(s)  
Domestic sprinkler head(s)  
Foam extinguishing system(s)  
Halon extinguishing system(s)  
Wet chemical extinguishing system(s)  
Dry chemical extinguishing system(s)  
CO2 extinguishing system(s)  
Fire alarm system(s)  
Hood and duct exhaust system(s)  
Fuel dispensing system(s)

#### \*Valuation

LESS THAN \$50,000	\$8.00 PER THOUSAND WITH A MINIMUM OF \$40.00
\$50,001 TO \$500,000	\$400 FOR THE FIRST \$50,000 PLUS \$3.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF
\$500,001 TO \$1,000,000	\$1,600 FOR THE FIRST \$500,000 PLUS \$4.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF
OVER \$1,000,000	\$3,000 FOR THE FIRST \$1,000,000 PLUS \$2.50 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF

\*For the purposes of Building Permit Fee calculation, the costs of items covered by the Fire Safety Permits may be deducted from the building valuation.

## **FIRE SAFETY PERMITS/FEES**

Fire safety permits are required for the following work when the value of said work exceeds \$100.

Sprinkler system(s)  
Standpipe(s)  
Domestic sprinkler head(s)  
Foam extinguishing system(s)  
Halon extinguishing system(s)  
Wet chemical extinguishing system(s)  
Dry chemical extinguishing system(s)  
CO2 extinguishing system(s)  
Fire alarm system(s)  
Hood and duct exhaust system(s)  
Fuel dispensing system(s)

### **\*Valuation**

LESS THAN \$50,000	<b>\$10.00</b> PER THOUSAND WITH A MINIMUM OF <b>\$50.00</b>
\$50,001 TO \$500,000	\$400 FOR THE FIRST \$50,000 PLUS \$3.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF
\$500,001 TO \$1,000,000	\$1,600 FOR THE FIRST \$500,000 PLUS \$4.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF
OVER \$1,000,000	\$3,000 FOR THE FIRST \$1,000,000 PLUS \$2.50 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF

\*For the purposes of Building Permit Fee calculation, the costs of items covered by the Fire Safety Permits may be deducted from the building valuation.

## **CURRENT FEES**

### **GAS PERMITS/FEES**

All gas piping work requires a permit except for the setting or connecting of an appliance for which piping is in place and for the repair of leaks in detached one and two family dwellings.

Fee for gas permits shall be as follows:

A fee for issuing each permit and the inspections shall be \$25.00 plus the following:

For inspecting conversion burners, floor furnaces, incinerators, boilers, wall furnaces, water heaters, or central heating or air conditioning units, the fee shall be \$15.00 for each unit.

When a re-inspection is required, a fee of \$25.00 shall be charged.

## **CURRENT FEES**

### **PLUMBING PERMITS/FEES**

Permits are required to install, enlarge, alter, repair, improve, remove, convert or replace any plumbing work.

Fees for plumbing permits shall be as follows:

For issuing each permit	\$25.00
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Plus the following when provided:

For each plumbing fixture, floor drain or trap (including water and drainage pipe)	\$ 5.00
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For each house sewer	\$10.00
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For each house sewer being repaired	\$10.00
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For each water heater	\$ 5.00
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Pipe repair or water treating equipment	\$10.00
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Backflow protective devices	\$10.00
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When a re-inspection is required, a fee of \$25.00 shall be charged.

### **GAS PERMITS/FEEES**

All gas piping work requires a permit except for the setting or connecting of an appliance for which piping is in place and for the repair of leaks in detached one and two family dwellings.

Fee for gas permits shall be as follows:

A fee for issuing each permit and the inspections shall be \$35.00 plus the following:

For inspecting conversion burners, floor furnaces, incinerators, boilers, wall furnaces, water heaters, or central heating or air conditioning units, gas logs, and ranges the fee shall be \$15.00 for each unit.

When a re-inspection is required, a fee of \$25.00 shall be charged.

### **PLUMBING PERMITS/FEEES**

Permits are required to install, enlarge, alter, repair, improve, remove, convert or replace any plumbing work.

Fees for plumbing permits shall be as follows:

For issuing each permit	\$35.00
-------------------------	---------

Plus the following when provided:

For each plumbing fixture, floor drain or trap (including water and drainage pipe)	\$ 5.00
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For each house sewer	\$10.00
----------------------	---------

For each house sewer being repaired	\$10.00
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For each water heater	\$ 5.00
-----------------------	---------

Pipe repair or water treating equipment	\$10.00
---	---------

Backflow protective devices	\$10.00
-----------------------------	---------

When a re-inspection is required, a fee of \$25.00 shall be charged.

## **CURRENT FEES**

### **MECHANICAL PERMITS/FEES**

Permits are required to install, enlarge, alter, repair, improve, remove, convert or replace any mechanical system.

Fees for mechanical permits shall be as follows:

For issuing each permit and inspections, a fee of \$25.00 for the permit plus \$15.00 for the first \$1000 of valuation of the installation plus \$3.00 for each additional fraction thereof.

When a re-inspection is required, a fee of \$25.00 shall be charged.

### **MECHANICAL PERMITS/FEES**

Permits are required to install, enlarge, alter, repair, improve, remove, convert or replace any mechanical system.

Fees for mechanical permits shall be as follows:

For issuing each permit and inspections, a fee of \$35.00 for the permit plus \$20.00 for the first \$1000 of valuation of the installation plus \$4.00 for each additional fraction thereof.

When a re-inspection is required, a fee of \$25.00 shall be charged.

## **CURRENT FEES**

### **SIGN PERMITS/FEES**

Sign permits are required to erect, construct, enlarge, move or convert any sign, except for exempt signs as permitted in Article VI Exempt Signs of the Sign Code.

Drawings or sketches are required for sign permits.

Sign permit fees are as follows:

MINIMUM FEE	\$15.00
ON PREMISE SIGN	\$1.00 PER SQ. FT.
OFF PREMISE SIGN	\$1.00 PER SQ. FT.

BILLBOARD FEES ARE THE SAME AS COMMERCIAL BUILDING PERMIT FEES AND ARE SUBJECT TO PLAN REVIEW FEES. STAMPED DRAWINGS ARE REQUIRED FOR BILLBOARD STRUCTURES.

Section 21-13 (3) Five Dollars (\$5.00) recertification for a licensed sign company and Ten Dollars (\$10.00) when inspected by the city.

Section 21-46 (A) Electrical permit shall be required for any electrical connections and/or reconnections.

Please note that the Sign Code is related to the Zoning Ordinance and sign restrictions are by zone. It is important to insure that your proposed sign is appropriate for the zone in which it is to be located.

Sign permits are required to erect, construct, enlarge, move or convert any sign, except for exempt signs as permitted in Article VI Exempt Signs of the Sign Code.

Drawings or sketches are required for sign permits.

Sign permit fees are as follows:

MINIMUM FEE	\$25.00
ON PREMISE SIGN	\$1.00 PER SQ. FT.
OFF PREMISE SIGN	\$1.00 PER SQ. FT.

BILLBOARD FEES ARE THE SAME AS COMMERCIAL BUILDING PERMIT FEES AND ARE SUBJECT TO PLAN REVIEW FEES. STAMPED DRAWINGS ARE REQUIRED FOR BILLBOARD STRUCTURES.

Section 21-13 (3) Five Dollars (\$5.00) recertification for a licensed sign company and Ten Dollars (\$10.00) when inspected by the city.

Section 21-46 (A) Electrical permit shall be required for any electrical connections and/or reconnections.

Please note that the Sign Code is related to the Zoning Ordinance and sign restrictions are by zone. It is important to insure that your proposed sign is appropriate for the zone in which it is to be located.



**AN ORDINANCE TO AMEND THE  
OFFICIAL CODE OF THE CITY OF JACKSON  
RELATIVE TO TITLE 7, CHAPTER 2 FIRE CODE**

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

**SECTION 1.** That the text of the Official Code of the City of Jackson, Title 7 FIRE PROTECTION AND FIREWORKS, CHAPTER 2 FIRE CODE, be deleted in its entirety and replaced with the following:

CHAPTER 2

FIRE CODE

SECTION

7-201. Adoption.

**7-201. Adoption.** Pursuant to the authority granted by Tennessee Code Annotated, section 6-54-502 et seq. and for the purpose of providing regulations consistent with nationally recognized practices for the reasonable protection of life and property from the hazards of fire and explosion due to storage, use or handling of hazardous materials, substances and devices, and to minimize hazards to life and property due to fire, the 2018 International Fire Code (Fourth Printing), as prepared by the International Codes Council International, Inc., excluding all appendices thereto, and containing certain modifications, is hereby adopted and incorporated by reference as a part of this code of ordinances.

**SECTION 2.** That Exhibit A, attached to this ordinance, represents all modifications contained in the aforementioned codes being adopted and incorporated by reference in the Official Code of the City of Jackson by the passage of this ordinance.

**SECTION 3.** That this ordinance becomes effective on **January 1, 2022**, the public welfare requiring it.

\_\_\_\_\_  
**MAYOR**

**INTRODUCED:** \_\_\_\_\_

**ADOPTED:** \_\_\_\_\_

# **EXHIBIT A**

## **MODIFICATIONS**

### **2018 INTERNATIONAL EXISTING BUILDING CODE (FOURTH PRINTING)**

On page 1, 2018 IEBC Insert

[A] 101.1 Title. These regulations shall be known as the *Existing Building Code* of [the City of Jackson, TN], hereinafter referred to as “this code.”

Amend the following:

#### **Section 101**

Add:

101.4.3 Existing Buildings. Existing buildings intended to be occupied that have been vacant for a period of two (2) years or more shall comply with all requirements of the currently adopted codes.

### **2018 INTERNATIONAL BUILDING CODE (FOURTH PRINTING)**

On page 1, 2018 IBC Insert

[A] 101.1 Title. These regulations shall be known as the *Building Code* of [the City of Jackson, TN], hereinafter referred to as “this code.”

Amend the following:

#### **Section 102**

Add:

102.6.3 Existing Buildings. Existing buildings intended to be occupied that have been vacant for a period of two (2) years or more shall comply with all requirements of the currently adopted codes.

#### **SECTION 105**

##### **PERMITS**

**105.2 Work exempt from permit.** Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. *Permits* shall not be required for the following:

**Building:**

Delete the following:

~~2. Fences not over 7 feet (2134mm) high.~~

Replace with the following:

2. All fences within this jurisdiction require a permit. All fence permits must have prior approval from the Planning Department.

Delete the following:

~~4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.~~

Replace with the following:

4. All retaining walls within this jurisdiction require a permit. All retaining walls must have prior approval from the Engineering Department.

Amend the following:

Section 904

Add:

[F] 904.2.3 Domestic Cooking Appliances in Other than Group R. In other than Group R occupancies, where domestic cooktops, ranges, and open-top broilers, (etc.) are used for domestic purposes, domestic cooking exhaust systems shall be provided and shall be protected with an approved automatic fire-extinguishing system installed in accordance with this code.

On page 392, 2018 IBC Insert

**1612.3 Establishment of flood hazard areas.** To establish *flood hazard areas*, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for [the City of Jackson]," dated [July 7, 1983], as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

## 2017 NATIONAL ELECTRICAL CODE (54<sup>TH</sup> EDITION)

On page 70-31 Amend the following:

Add:

**90.4.1 Title.** These regulations shall be known as the *Electric Code (NFPA 70)* of the City of Jackson, TN, hereinafter referred to as “this code.”

**On page 70-99, Amend the following:**

**Article 240.24**

**(E) Not located in Bathrooms.** In dwelling units, dormitories, and guest rooms or guest suites, overcurrent devices, other than supplementary overcurrent protection, shall not be located in bathrooms.

**Add the following:**

- (1.) Overcurrent devices shall not be installed in bathrooms of commercial buildings.*
- (2.) Overcurrent devices shall not be installed in rooms containing, but not limited to, one of the following: water heaters, sinks including mop sinks, backflow preventers, and floor drains, etc.*

*Exception: A minimum clearance of six feet in any direction can be maintained from the electrical panel to any item listed in #2 above.*

- (3.) Electrical panels are required to be a minimum of six inches from the finished floor or finished grade to the bottom of the panel.*

**On pages 70-269-270, Amend the following:**

**Article 410.36 Means of Support**

**(B) Suspended Ceiling.** Framing members of suspended ceiling systems used to support luminaires shall be securely fastened to each other and shall be securely attached to the building structure at appropriate intervals. Luminaires shall be securely fastened to the ceiling framing member by mechanical means such as bolts, screws, or rivet. Listed clips identified for use with the type of ceiling framing member(s) and luminaire(s) shall also be permitted.

**Add the following:**

*(1.) Clips shall not be used as the sole support for “lay-in” luminaires installed in a suspended ceiling. Screws or tie wires installed in opposite corners of the luminaire(s) fastened to the framing member(s) shall be required.*

**2018 INTERNATIONAL RESIDENTIAL CODE (THIRD PRINTING)**

**On page 1, 2018 IRC Insert:**

**[A] 101.1 Title.** These regulations shall be known as the *Residential Code* of the City of Jackson, TN, hereinafter referred to as “this code.”

**On page, 3-4, amend the following:**

**R105.2 Work exempt from permit.****Building:****Delete the following:**

- ~~1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>).~~
- ~~2. Fences not over 7 feet (2134 mm) high.~~

**Electrical:****Delete the following:**

- ~~4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.~~

**On page 32, amend the following:(Filled in specifications in table)****TABLE R301.2(1)****CLIMATIC AND GEOGRAPHIC DESIGN  
CRITERIA**

GROUND SNOW LOAD (o)	WIND DESIGN				SEISMIC DESIGN CATEGORY (f)	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP (e)	ICE BARRIER UNDERLAYMENT REQUIRED (h)	
	Speed (mph) (d)	Topographic effects (k)	Special wind region (l)	Windborne debris zone (m)		Weathering (a)	Frost line depth (b)	Termite (c)			
10 PSF	115 mph	No	No	No	D1	Moderate	13"	Moderate to Heavy	18° F	Yes	a: 07/05/1983 c: 47113C0038E 47113C0135E,4' 47113C0145E,4' 47113C0154E,4' 47113C0161E,4' 47113C0164E,4' 47113C0169E,4' 47113C0277E,4' 47113C0282E,4' 47113C0291E d:

For SI: 1 pound per square foot = 0.0479 kPa. 1 mile per hour = 0.447 m/s.

- a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(4) The grade of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.
- b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(5)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

- e. The outdoor design dry-bulb temperature shall be selected from the columns of 97 <sup>1</sup>/<sub>2</sub>-percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official. [Also see Figure R301.2(1).]
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of the currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.
- h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3. 1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R4(1)3.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2(5)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- m. In accordance with Section 1001.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2(6).

## **Delete the following:**

Manual J Design Criteria listed in Table R301.2(1):

## **On page 60, amend the following:**

### **Delete the following:**

~~**R302.5.1 Opening protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 <sup>3</sup>/<sub>8</sub> inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 <sup>3</sup>/<sub>8</sub> inches (35 mm) thick, or 20-minute fire-rated doors, equipped with a self-closing or automatic-closing device.~~

### **Replace with the following:**

***R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 <sup>3</sup>/<sub>8</sub> inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 <sup>3</sup>/<sub>8</sub> inches (35 mm) thick, 20-minute fire-rated doors, or a steel or wood door meeting the building thermal envelope requirements of the 2018 IRC chapter 11 or 2018 IECC chapter 4.***

On page 69,

## Garages and Carports

Delete in its entirety the following:

~~**R309.5 Fire Sprinklers.** Private garages shall be protected by fire sprinklers where the garage wall has been designed based on Table R302.1(2), Note a. Sprinklers in garages shall be connected to an automatic sprinkler system that complies with Section P2904. Garage sprinklers shall be residential sprinklers or quick-response sprinklers, designed to provide a density of 0.05 gpm/ft. Garage doors shall not be considered obstructions with respect to sprinkler placement.~~

On pages 75, amend the following:

Delete the following:

### ~~Section R313~~

#### ~~Automatic Fire Sprinkler Systems.~~

~~**R313.1 Townhouse automatic fire sprinkler systems.** An automatic residential fire sprinkler system shall be installed in townhouses.~~

~~—**Exception:** An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.~~

~~—**R313.1.1 Design and installation.** Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with Section P2904 or NFPA 13D.~~

~~**R313.2 One and two family dwellings automatic fire systems.** An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.~~

~~—**Exception.** An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.~~

~~—**R313.2.1 Design and installation.** Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2904 or NFPA 13D.~~

Replace with the following:

**R313.1 Townhouses automatic fire sprinkler system.** An automatic fire sprinkler system shall not be required if a 2-hour fire resistance rated wall exist between units, if such walls do not contain, plumbing and/or mechanical equipment, ducts, or vents in the common wall

**R313.2 One and two family dwellings automatic fire sprinkler systems.** An automatic residential fire sprinkler system in one and two-family dwellings is optional.

**R313.2.1 Design and installation.** When an automatic residential fire sprinkler system is installed it shall be designed and installed in accordance with Section P2904 or NFPA 13D.

On page, 87, amend the following:

Delete the following:

~~Section R326 Swimming Pools, Spas and Hot Tubs:~~

~~R326.1 General~~

~~The design and construction of pools and spas shall comply with the *International Swimming Pool and Spa Code*.~~

Replace with the following:

**Section R326 Swimming Pools, Spas and Hot Tubs:**

**SECTION 326**

**BARRIER REQUIREMENTS**

**326.1 General.**

The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 326.2 through 326.7.

**326.2 Outdoor swimming pools and spas.**

Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 326.2.1 through 326.7.

**326.2.1 Barrier height and clearances.**

Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.

2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.

3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.

4. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of



the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

#### 326.2.2 Openings.

Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

#### 326.2.3 Solid barrier surfaces.

Solid barriers that do not have openings shall not contain indentations or protrusions that form handholds and footholds, except for normal construction tolerances and tooled masonry joints.

#### 326.2.4 Mesh fence as a barrier.

Mesh fences, other than chain link fences in accordance with Section 326.2.7, shall be installed in accordance with the manufacturer's instructions and shall comply with the following:

1. The bottom of the mesh fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.

2. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches (102 mm) from grade or decking.

3. The fence shall be designed and constructed so that it does not allow passage of a 4-inch (102 mm) sphere under any mesh panel. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall be not greater than 4 inches (102 mm) from grade or decking.

4. An attachment device shall attach each barrier section at a height not lower than 45 inches (1143 mm) above grade. Common attachment devices include, but are not limited to, devices that provide the security equal to or greater than that of a hook-and-eye-type latch incorporating a spring-actuated retaining lever such as a safety gate hook.

5. Where a hinged gate is used with a mesh fence, the gate shall comply with Section 326.3.

6. Patio deck sleeves such as vertical post receptacles that are placed inside the patio surface shall be of a nonconductive material.

7. Mesh fences shall not be installed on top of onground residential pools.

#### 326.2.5 Closely spaced horizontal members.

Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1-3/4 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1-3/4 inches (44 mm) in width.

#### 326.2.6 Widely spaced horizontal members.

Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 1-3/4 inches (44 mm).

#### 326.2.7 Chain link dimensions.

The maximum opening formed by a chain link fence shall be not more than 1-3/4 inches (44 mm). Where the fence is provided with slats fastened at the top and bottom that reduce the openings, such openings shall be not greater than 1-3/4 inches (44 mm).

#### 326.2.8 Diagonal members.

Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be not greater than 1-3/4 inches (44 mm). The angle of diagonal members shall be not greater than 45 degrees (0.79 rad) from vertical.

#### 326.2.9 Clear zone.

There shall be a clear zone of not less than 36 inches (914 mm) between the exterior of the barrier and any permanent structures or equipment such as pumps, filters and heaters that can be used to climb the barrier.

#### 326.2.10 Poolside barrier setbacks.

The pool or spa side of the required barrier shall be not less than 20 inches (508mm) from the water's edge.

#### 326.3 Gates.

Access gates shall comply with the requirements of Sections 326.3.1 through 326.3.3 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

##### 326.3.1 Utility or service gates.

Gates not intended for pedestrian use, such as utility or service gates, shall remain locked when not in use.

##### 326.3.2 Double or multiple gates.

Double gates or multiple gates shall have not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than 1/2 inch (12.7 mm) within 18 inches (457mm) of the latch release mechanism. The self-latching device shall comply with the requirements of Section 326.3.3.

##### 326.3.3 Latches.

Where the release mechanism of the self-latching device is located less than 54 inches (1372mm) from grade, the release mechanism shall be located on the pool or spa side of the gate not less than 3 inches (76 mm) below the top of the gate, and the gate and barrier shall not have openings greater than 1/2 inch (12.7 mm) within 18 inches (457 mm) of the release mechanism.

#### 326.4 Structure wall as a barrier.

Where a wall of a dwelling or structure serves as part of the barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Operable windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor and doors shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017. In dwellings or structures not required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located 54 inches (1372 mm) or more above the finished floor. In dwellings or structures required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.

2. A safety cover that is listed and labeled in accordance with ASTM F1346 is installed for the pools and spas.

3. An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1 or 2.

#### 326.5 Onground residential pool structure as a barrier.

An on-ground residential pool wall structure or a barrier mounted on top of an on-ground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 326.2 and the pool manufacturer allows the wall to serve as a barrier.

2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirements of Section 326.2.

3. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 326.

4. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.

5. Barriers that are mounted on top of onground residential pool walls are installed in accordance with the pool manufacturer's instructions.

#### 326.6 Natural barriers.

In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge not less than 18 inches (457 mm), a barrier is not required between the natural body of water shoreline and the pool or spa.

#### 326.7 Natural topography.

Natural topography that prevents direct access to the pool or spa area shall include but not be limited to mountains and natural rock formations. A natural barrier approved by the governing body shall be acceptable provided that the degree of protection is not less than the protection afforded by the requirements of Sections 326.2 through 326.5.

On page 459, delete Chapter 11 in its entirety:

Replace with Chapter 4 "Residential Energy Efficiency" from the 2012 International Energy Conservation Code (second printing):

On page R-29, delete the following:

### Building Thermal Envelope

~~**R402.4.1.2 Testing.** The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding five air changes per hour in Climate Zones 1 and 2, and three air changes per hour in Climate Zones 3 through 8. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inches w.g. (50 Pascals). Where required by the *building official*, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the *building official*. Testing shall be performed at any time after creation of all penetrations of the *building thermal envelope*.~~

~~During testing:~~

- ~~1. Exterior windows and doors, fireplaces and stove doors shall be closed, but not sealed, beyond the intended weatherstripping or other infiltration control measures.~~
- ~~2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures.~~
- ~~3. Interior doors, where installed at the time of the test, shall be open.~~
- ~~4. Exterior or interior terminations for continuous ventilation systems shall be sealed.~~
- ~~5. Heating and cooling systems, where installed at the time of the test, shall be turned off.~~
- ~~6. Supply and return registers, where installed at the time of the test, shall be fully open.~~

On page R-34, delete the following:

### **R403.2.2 Sealing (Mandatory).**

~~Ducts shall be pressure tested to determine air leakage by one of the following methods:~~

- ~~1. Rough in test: Total leakage shall be measured with a pressure differential of 0.1 inches w.g. (25 Pa) across the system, including the manufacturer's air handler system if installed at the time of the test. Registers shall be taped or otherwise sealed during the test.~~
- ~~2. Post construction test: Total leakage shall be measured with a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. Registers shall be tape or otherwise sealed during the test.~~

#### **Exceptions:**

- ~~1. A duct air leakage test shall not be required where the ducts and air handlers are located entirely within the building envelope.~~

2. ~~A duct air leakage test shall not be required serving heat or energy recovery ventilators that are not integrated with ducts serving heating or cooling systems.~~

~~A written report of the results of the test shall be signed by the party conducting the test and provided to the building official.~~

On page, 581, amend the following:

Delete the following:

**G2417.4.1 (406.4.1) Test pressure.** ~~The test pressure to be used shall be not less than 1½ times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~

Replace with the following:

**G2417.4.1 (406.4.1) Test pressure.** *The test pressure to be used shall be not less than 40 psig (100 kPa gauge). Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.*

On page 620, 2018 IRC Amend the Following:

Insert the Following:

**P2603.5.1 Sewer depth.** *Building sewers that connect to private sewage disposal systems shall be installed not less than [Nineteen (19)] inches (483mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than [Nineteen (19)] inches (483mm) below grade.*

On page, 719, amend the following:

**E3705.7 Location of overcurrent devices in or on premises.**

Circuit breakers and switches containing fuses shall:

add the following:

7. *Be located no closer than 3 feet to any source of water, such as sinks, showers, tubs, water heaters, hose bibs, backflow preventers, etc.*
8. *Electrical panels are required to be a minimum of six inches from the finished floor or finished grade to the bottom of the panel.*

On Page 921, Appendix Q insert the following:

**AQ101.2 Ready Removable. TCA 68-126-303 – TCA 68-126-311 – City of Jackson**

**“Ready Removable” means a structure without any foundation, footing, or other support mechanisms that allow a structure to be easily relocated but which may include electrical wiring.**

1. “Ready Removable” structures include, but are not limited to, portable units, stadium press boxes, guard shelters, structure that contain only electrical, portable accessory style storage units, sheds, off-sit builds or similar structures.
2. Off-site builds “ready removable” for residential uses must be inspected and approved by the State of Tennessee in the same manner as manufactured housing with approved placards attached to the structure.
3. No ready removable shall be modified for use as residential, recreational, or emergency housing in the City of Jackson, TN or the State of Tennessee.
4. A “Ready Removable” must be constructed in accordance to the requirements of the current adopted International Residential Code.

**2018 INTERNATIONAL PROPERTY MAINTENANCE CODE (SECOND PRINTING)**

*City of Jackson Zoning Ordinance.*

*Section 11-806.*

*Barbed Wire Fences. The use of barbed wire, spikes, nails, or any other sharp point or instrument of any kind on top or on the sides of any fence is prohibited.*

*Provided, however, that within industrial areas as provided in the zoning ordinance of the City of Jackson or around industrial plants which are nonconforming uses within the City of Jackson barbed wire may be installed to chain link fences in those cases where such chain link fence is at least six (6) feet above sidewalk or street level, provided the barbed wire overhang be attached to forty-five (45) degree brackets projecting over private property. (1972 Code 19-5)*

*No fences in any zoning district shall contain an electric charge or be connected with electric current.*

*Approved fence materials- materials normally manufactured for, used as, and recognized as, fencing materials such as: wrought iron or other decorative metals suitable for the construction of fences, fired masonry, concrete, stone, metal tubing, wood planks, chain link and vinyl composite manufactured specifically as fencing materials. Fence materials must also be materials approved for exterior use that are weather and decay-resistant. The provisions of this Ordinance are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this Ordinance, provided that any such alternative has been approved by the Chief Building Official, or his designee. An alternative material, design or method of construction shall be approved where the Chief Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Ordinance and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Ordinance in quality, strength, effectiveness, fire resistance, durability and safety.*

On page 1, amend the following:

**2018 IPMC Insert**

[A] 101.1 Title. These regulations shall be known as the *Property Maintenance Code* of the City of Jackson, TN, hereinafter referred to as “this code.”

**On page 2, amend the following:**

**Delete the following:**

~~[A] 103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.~~

~~[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]~~

**Replace with the following:**

[A] 103.5 Fees. The department may establish necessary fees for the activities and services performed by the department in carrying out its responsibilities under this code. Those fees shall be made available for public inspection upon request.

**On page 6, amend the following:**

**ADD:**

**Section 110.5**

Concrete and/or asphalt Removal. During demolition of a structure, all concrete and/or asphalt on the site shall be removed with the exception of public sidewalks. Any public sidewalk damaged or removed during the demolition process shall be repaired or replaced at the expense of the demolition contractor or the property owner.

**ADD:**

**Section 110.6**

Site protection. Upon completion of demolition of a structure the site must be graded and fill provided where needed. Fill shall be free of vegetation and foreign material. Where the depth of fill exceeds thirteen (13) inches the fill shall be properly compacted in eight (8) inch lifts and shall be compacted to a minimum of 95 percent of maximum density. Compaction shall be tested by an approved testing laboratory and test results submitted to the Building Department. Seed and straw, or sod, as well as silt fencing may be required to prevent excess water runoff.

**On page 7, amend the following:**

**Insert:**



**[A] 112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than **[\$1] one dollar per day or more than **[\$50] fifty dollars per day.****

**On page 11, amend the following:**

**Insert:**

**302.4 Weeds.** *Premises and exterior property shall be maintained free from weeds or plant growth in excess of [Six Inches (6")]. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.*

**On page 13, amend the following:**

**Insert:**

**304.14 Insect screens.** During the period from [April 1] to [November 30], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

**On page 14, amend the following:**

**ADD:**

**Section 304.20**

*Open Storage. No open storage is permitted on any residential property, except for approved outdoor items. (Temporary barriers shall not be used to enclose storage; tarps, tents, cloth, etc. shall not be used to conceal outdoor storage.) Indoor furniture, equipment, appliances, building materials, etc. shall not be stored outdoors. Laundry hung from fences, porches and clotheslines to the front of a structure is prohibited.*

**On page 23, amend the following:**

**Insert:**

**602.3 Heat supply.** Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from [October 1] to [April 30] to maintain a minimum temperature

of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

**Exceptions:**

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.

2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from [October 1] to [April 30] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

**Exceptions:**

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

**2012 INTERNATIONAL ENERGY CONSERVATION CODE (Second PRINTING)**

On page C-3 and R-3, 2018 IECC Insert

[A] 101.1 Title. These regulations shall be known as the *Energy Code* of the City of Jackson, TN, hereinafter referred to as “this code.”

On page C-95 through C-99, delete in its entirety:

**~~SECTION C408 MAINTENANCE INFORMATION AND SYSTEM COMMISSIONING~~**

On page R-33, delete the following:

**Building Thermal Envelope**

~~**R402.4.1.2 Testing.** The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding five air changes per hour in Climate Zones 1 and 2, and three air changes per hour in Climate Zones 3 through 8. Testing shall be conducted in accordance with RESNET/ICC-380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inches w.g. (50 Pascals). Where required by the~~

~~building official, testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the building official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.~~

During testing:

- ~~9. Exterior windows and doors, fireplaces and stove doors shall be closed, but not sealed, beyond the intended weatherstripping or other infiltration control measures.~~
- ~~10. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures.~~
- ~~11. Interior doors, where installed at the time of the test, shall be open.~~
- ~~12. Exterior or interior terminations for continuous ventilation systems shall be sealed.~~
- ~~13. Heating and cooling systems, where installed at the time of the test, shall be turned off.~~
- ~~14. Supply and return registers, where installed at the time of the test, shall be fully open.~~

On page R-34, delete the following:

#### R403.2.2 Sealing (Mandatory).

~~Ducts shall be pressure tested to determine air leakage by one of the following methods:~~

- ~~3. Rough in test: Total leakage shall be measured with a pressure differential of 0.1 inches w.g. (25 Pa) across the system, including the manufacturer's air handler system if installed at the time of the test. Registers shall be taped or otherwise sealed during the test.~~
- ~~4. Post construction test: Total leakage shall be measured with a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. Registers shall be tape or otherwise sealed during the test.~~

#### **Exceptions:**

- ~~3. A duct air leakage test shall not be required where the ducts and air handlers are located entirely within the building envelope.~~
- ~~4. A duct air leakage test shall not be required serving heat or energy recovery ventilators that are not integrated with ducts serving heating or cooling systems.~~

~~A written report of the results of the test shall be signed by the party conducting the test and provided to the building official.~~

### **2018 INTERNATIONAL FUEL GAS CODE (THIRD PRINTING)**

On page 1, 2018 IFGC Insert

[A] 101.1 Title. These regulations shall be known as the *Gas Code of the City of Jackson, TN*, hereinafter referred to as "this code."

On page 5, 2018 IFGC Amend the Following:

Delete the following:

**[A] 106.6.2 Fee schedule.** The fees for work shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]

Replace with the following:

**[A] 106.6.2 Fees.** *The department may establish necessary fees for the activities and services performed by the department in carrying out its responsibilities under this code. Those fees shall be made available for public inspection upon request.*

Delete the following:

**[A] 106.6.3 Fee refunds.** The code official shall authorize the refunding of fees as follows.

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than [SPECIFY PERCENTAGE] percent of the permit fee paid where work has not been done under a permit issued in accordance with this code.
3. Not more than [SPECIFY PERCENTAGE] percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended. The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

On page 7, 2018 IFGC Amend the Following:

Delete the following:

**[A] 108.4 Violation penalties.** Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the *approved construction documents* or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

On page 7, 2018 IFGC Amend the Following:

Insert the following:

**[A] 108.5 Stop work orders.** Upon notice from the code official that work is being performed contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's authorized agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a *fine of not less than [\$1] one dollar per day or more than [\$50] fifty dollars per day.*

On page, 74, amend the following:

Delete the following:

**406.4.1 Test pressure.** ~~The test pressure to be used shall be not less than 1½ times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~

**Replace with the following:**

**406.4.1 Test pressure.** The test pressure to be used shall be not less than 40 psig (100 kPa gauge). Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

## **2018 INTERNATIONAL PLUMBING CODE (THIRD PRINTING)**

**On page 1, 2018 IPC Insert**

[A] 101.1 Title. These regulations shall be known as the *Plumbing Code of the City of Jackson, TN*, hereinafter referred to as “this code.”

**On page 5, 2018 IPC Amend the Following:**

**Delete the following:**

~~[A] 106.6.2 Fee schedule. The fees for all plumbing work shall be as indicated in the following schedule:  
[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]~~

**Replace with the following:**

**[A] 106.6.2 Fees.** The department may establish necessary fees for the activities and services performed by the department in carrying out its responsibilities under this code. Those fees shall be made available for public inspection upon request.

**Delete the following:**

~~[A] 106.6.3 Fee refunds. The code official shall authorize the refunding of fees as follows:~~

- ~~1. The full amount of any fee paid hereunder that was erroneously paid or collected.~~
- ~~2. Not more than [SPECIFY PERCENTAGE] percent of the permit fee paid where work has been done under a permit issued in accordance with this code.~~
- ~~3. Not more than [SPECIFY PERCENTAGE] percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.~~

On page 7, 2018 IPC Amend the Following:

Delete the following:

~~[A] 108.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

On page 7, 2018 IPC Amend the Following:

Insert the following:

[A] 108.5 Stop work orders. Upon notice from the code official, work on any plumbing system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [\$1] one dollar per day or more than [\$50] fifty dollars per day.

On page 18, 2018 IPC Amend the Following:

Insert the Following:

305.4.1 Sewer depth. *Building sewers* that connect to private sewage disposal systems shall be installed not less than [Nineteen (19)] inches (483mm) below finished grade at the point of septic tank connection. *Building sewers* shall be installed not less than [Nineteen (19)] inches (483mm) below grade.

On page 73, 2018 IPC Amend the Following:

903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than [Twelve (12)] inches (305 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

## 2018 INTERNATIONAL MECHANICAL CODE (THIRD PRINTING)

On page 1, 2018 IMC Insert

[A] 101.1 Title. These regulations shall be known as the *Mechanical Code* of [the City of Jackson, TN], hereinafter referred to as "this code."

On page 5, 2018 IMC Amend the Following:

Delete the following:

**[A] 106.5.2 Fee schedule.** The fees for mechanical work shall be as indicated in the following schedule.  
**[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]**

Replace with the following:

**[A] 106.5.2 Fees.** *The department may establish necessary fees for the activities and services performed by the department in carrying out its responsibilities under this code. Those fees shall be made available for public inspection upon request.*

Delete the following:

**[A] 106.5.3 Fee refunds.** The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than **[SPECIFY PERCENTAGE]** percent of the permit fee paid where work has not been done under a permit issued in accordance with this code.
3. Not more than **[SPECIFY PERCENTAGE]** percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended. The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

On page 7, 2018 IMC Amend the Following:

Delete the following:

**[A] 108.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the *approved construction documents* or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a **[SPECIFY OFFENSE]**, punishable by a fine of not more than **[AMOUNT]** dollars or by imprisonment not exceeding **[NUMBER OF DAYS]**, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

On page 7, 2018 IMC Amend the Following:

Insert the following:

**[A] 108.5 Stop work orders.** Upon notice from the code official that mechanical work is being performed contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a *fine of not less than **[\$1]** one dollar per day or more than **[\$50]** fifty dollars per day.*

**2018 INTERNATIONAL CODE COUNCIL / A 117.1 (FOURTH PRINTING)**

On page 1-1 2009 ICC/A 117.1 Insert



[A] 100 Title. These regulations shall be known as the *Accessibility Code of the City of Jackson, TN*, hereinafter referred to as “this code.”

## **Currently adopted Codes by the City of Jackson:**

- [2018 INTERNATIONAL BUILDING CODE](#) WITH LOCAL AMENDMENTS\*
- [2018 INTERNATIONAL EXISTING BUILDING CODE](#)
- [2018 INTERNATIONAL PLUMBING CODE](#) WITH LOCAL AMENDMENTS\*
- [2018 INTERNATIONAL MECHANICAL CODE](#) WITH LOCAL AMENDMENTS\*
- [2018 INTERNATIONAL FUEL GAS CODE](#) WITH LOCAL AMENDMENTS\*
- [2018 INTERNATIONAL FIRE CODE](#) WITH LOCAL AMENDMENTS\*
- [2017 NATIONAL ELECTRICAL CODE](#) WITH LOCAL AMENDMENTS\*
- [2012 INTERNATIONAL ENERGY CONSERVATION CODE](#) WITH LOCAL AMENDMENTS\*
- [2009 ICC/ANSI A-117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES](#)
- [2018 INTERNATIONAL RESIDENTIAL CODE](#) WITH LOCAL AMENDMENTS\*
- [2018 INTERNATIONAL PROPERTY MAINTENANCE CODE](#)
- [2018 INTERNATIONAL SWIMMING POOL AND SPA CODE](#)

# **EXHIBIT A**

## **MODIFICATIONS**

### **2018 INTERNATIONAL FIRE CODE (FOURTH PRINTING)**

**On page 1, 2018 IFC Insert:**

[A] 101.1 Title. These regulations shall be known as the *Fire Code of the City of Jackson, TN*, hereinafter referred to as “this code.”

**On page 14, 2018 IFC Insert:**

[A] 110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be guilty of a [Class C Misdemeanor], punishable by a fine of not more than [((\$50.00 / Day) fifty dollars per day)] or by imprisonment not exceeding [Thirty (30) DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**On page 15, 2018 IFC Insert**

[A] 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [\$1.00/Day] one dollar per day or more than [\$50.00/Day] fifty dollars per day.

**Amend the following:**

**Delete the following:**

#### **Section 503 Fire Apparatus Access Roads**

~~**Section 503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).~~

**Replace with the following:**

#### **Section 503 Fire Apparatus Access Roads**

**Section 503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 25 feet (7620mm), exclusive of shoulders, except for approved security gates in

accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267.2mm).

**On page 204, 2018 IFC Insert:**

**1103.5.3 Group I-2, Condition 2.** In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1. The *automatic sprinkler system* shall be installed as established by the adopting ordinance. [July 1, 2023].

**On page 427, 2018 IFC Insert:**

**5704.2.9.6.1 Locations where above-ground tanks are prohibited.** Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited [the City of Jackson, TN].

**On page 448, 2018 IFC Insert:**

**5706.2.4.4 Locations where above-ground tanks are prohibited.** The storage of Class I and II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited [the City of Jackson, TN].

**On page 460, 2018 IFC Insert:**

**5806.2 Limitations.** Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited [the City of Jackson, TN].

**On page 478, 2018 IFC Insert:**

**6104.2 Maximum capacity within established limits.** Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L) [the City of Jackson, TN].

On page 15, 2018 IFC Insert new section:

## **Section 114**

# **Mobile Food Service Vehicles**

## **Section 114.1**

### **Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context where the context clearly indicates a different meaning:

***“Canteen Trucks”*** –are vehicles that operate to provide food services to employees at a location where access to other good service is impractical (e.g. a construction site); from which the operator vends fruits, vegetables, pre-cooked foods such as hot dogs, pre-packaged foods, and pre-packaged drinks that require no preparation or assembly of foods or beverages except for the heating of pre-cooked foods; and which do not advertise in any form to the general public except by virtue of signage on the vehicle. Canteen Trucks that operate other than as defined herein are Food Trucks and must comply with all Food Truck Regulations.

***“Mobile Food Service Vehicle”*** –means a Food Truck or an Ice Cream Truck and includes any other portable unit that is attached to a motorized vehicle and that is intended for use or in service to the operations of the Mobile Food Service Vehicle.

***“Food Trucks”*** –are vehicles from which the operator cooks, prepares, or assembles food items with the intent to sell such items to the general public and which may market their products to the public via advertising, including social media.

***“Operate”*** –means to promote or sell food, beverages, and other permitted items from the Mobile Food Service Vehicle and includes all tenses of the work.

***“Operator”*** –means any person owning, operating, or permitted to operate a Food Truck and collectively refers to all such persons.

***“Vehicle”*** –means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

## **Section 114.2**

### **Operating Requirements.**

#### **(1) Licensing.**

Mobile Food Service Vehicles must be licensed in accordance with the rules and regulations of any local, state, and federal agency having jurisdiction over motor vehicles and all products sold therein must be properly licensed, permitted, and allowed by local, state, and, federal laws or regulations.

#### **(2) Utilities.**

All Mobile Food Service Vehicles shall comply with the version of the electrical code currently adopted by the City of Jackson and any power, water, or sewage required for the Mobile Food Service Vehicle shall be self-contained and shall not use utilities drawn from other sources.

**(3) Fire Suppression and Extinguishers Required.**

All Mobile Food Service Vehicles must be equipped with a 2-A:10-B:C fire extinguisher that is certified annually by a licensed company. Additionally, any Mobile Food Service Vehicle that produce grease laden vapors (e.g. those units with deep fat fryers or flat top griddles) must be equipped with an automatic fire suppression system installed in accordance with 2018 IMC (section 509) and installed under a type 1 hood in accordance with 2018 IMC (section 507). Additionally, a K-Class fire extinguisher that is certified by a licensed company will also be required in any Mobile Food Service Vehicle that produce grease laden vapors.

**(4) Waste Collection.**

The area of a Mobile Food Service Vehicle operation must be kept neat and orderly at all times. Operation of a Mobile Food Service Vehicle in an area is deemed acceptance by the operator of the responsibility for cleanliness of the reasonable area surrounding the operations (not less than 20 feet from all parts of the vehicle) regardless of the occurrence or source of any waste in the area. The operator must provide proper trash receptacles for public use that are sufficient and suitable to contain all trash generated by the Mobile Food Service Vehicle during the period of operation at a location. All trash within the area of operations must be removed and all garbage, trash, and trash receptacles must be removed when full and prior to departure of a Mobile Food Service from a location.

**(5) Insurance Requirements.**

Mobile Food Service Vehicles shall obtain, at a minimum, any motor vehicle insurance required by any local, state, or federal laws and regulations.

CITY OF JACKSON  
FY21 Budget Amendment  
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 44

MAYOR APPROVAL DATE: \_\_\_\_\_

COUNCIL APPROVAL DATE: 1st Reading 5/4/21

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
<b>GENERAL REVENUE</b>			

<b>TOTAL REVENUE</b>	-	-	-
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EXPENDITURE		APPROVED	BUDGET	TOTAL AMENDED
Account/Description		FY21 BUDGET	AMENDMENT	FY21 BUDGET
TORNADO SIREN				
Municipal Court Building	315-41815-900	895,622.00	(13,469.00)	882,153.00
Emergency Management	315-52800-900	-	13,469.00	13,469.00
TOTAL EXPENDITURE		895,622.00	-	895,622.00

**NOTES**

City portion for Madison County new tornado siren.

AMENDMENTS ENTERED BY: \_\_\_\_\_

AMENDMENTS ENTERED DATE: \_\_\_\_\_

Created Date:

4/26/2021 By:

Cathy Keck

## **RESOLUTION**

### **FOR THE PURPOSE OF STATING THE CITY OF JACKSON'S INTENT TO ENDORSE THE BICYCLE, PEDESTRIAN AND GREENWAYS PLAN UPON ITS COMPLETION**

**WHEREAS**, the City of Jackson's existing Bicycle and Pedestrian master plan was developed in 2005; and

**WHEREAS**, since that time, the City has undergone numerous Long Range Transportation Plan updates and developed a new citywide comprehensive plan; and

**WHEREAS**, the development of a new Bicycle, Pedestrian and Greenways master plan will allow the City to build upon the efforts of previous plans and create a livable document that can be implemented to improve the City's existing network; and

**WHEREAS**, this new master plan will seek to be innovative in focusing on a multifaceted, varied modal approach since the needs of mobility, land use, and population dictate more than just a "one size fits all" approach; and

**WHEREAS**, the establishment of safe bicycle and pedestrian routes improve the health and wellness of our local community; and

**WHEREAS**, the City of Jackson completed an application to the Tennessee Department of Transportation (TDOT) for a 2020-2021 Urban Transportation Planning Grant to develop an updated Bicycle, Pedestrian and Greenways Plan; and

**WHEREAS**, the City of Jackson was awarded a \$200,000 Urban Transportation Planning Grant by the Tennessee Department of Transportation (TDOT); and

**WHEREAS**, TDOT will fund 90% of the grant with the City of Jackson only responsible for 10% of the grant, which is \$17,494.00;

**NOW, BE IT RESOLVED**, it is the intent of the City of Jackson to endorse the Bicycle, Pedestrian and Greenways Plan for the City of Jackson upon its completion.

Resolution duly passed on June 1, 2021.

AUTHORIZED SIGNATURES:

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**SCOTT CONGER, MAYOR**

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**BOBBY ARNOLD, CITY RECORDER**



# ***City of Jackson Pension Plan***

## ***Funding Policy***

### **Preamble**

The intent of this funding policy is to establish a formal methodology for financing the pension obligations accruing under the City of Jackson Pension Plan. The purpose of the methodology is to ensure that current assets plus future assets from employer contributions and investment earnings will be sufficient to finance all defined benefit pension benefits provided by City of Jackson Pension Plan, including, but not limited to death, disability and retirement benefits. The funding policy is intended to reflect a reasonable and fiscally conservative approach with each generation of taxpayers financing, considering the cost of pension benefits being accrued. This funding policy recognizes that there will be investment market place volatility and that actual economic and demographic experience will differ from assumed experience. Accordingly, this funding policy is intended to provide flexibility to smooth such volatility and experience in a reasonable, systematic, and financially sound manner. Further, it is the intent that this funding policy comply with all applicable federal and state laws, rules, and regulations.

This funding policy is being adopted by the Jackson City Council of City of Jackson in accordance with Chapter Number 990 of the Public Acts of 2014, and also in fulfilling its fiduciary duty. Also, Chapter Number 990 of the Public Acts of 2014 requires the City of Jackson to develop a funding policy. Moreover, adoption of a funding policy is recommended by the Government Finance Officers Association and the Governmental Accounting Standards Board.

### **Components of this Funding Policy**

1. The ADC (Actuarially Determined Contribution) for the pension plan, which shall include the normal costs and the amortization of any unfunded accrued liability;
2. The maximum amortization period; and
3. The City of Jackson shall include at least one hundred percent (100%) funding of the ARC (Actuarial Required Contribution) within its budget.

### **Actuarial Services**

City of Jackson shall obtain the services of an independent, qualified actuary who shall determine City of Jackson ADC for its defined benefit pension plan. The actuary shall be a member of the American Academy of Actuaries, shall not be a member of City of Jackson and shall not be otherwise eligible to participate in any of City of Jackson's pension plans.

### **Actuarial Valuation**

An actuarial valuation to determine the "Actuarially Determined Contribution (ADC)" rate to finance pension obligations shall be performed bi-annually beginning as of Fiscal year 2021. The valuation shall utilize the entry-age normal actuarial method or another permitted method. The ADC shall include (1) the normal cost, (2) the unfunded liability cost, and (3) the cost of

administration. The ADC shall be calculated and become applicable on July 1 following the valuation date.

An asset smoothing method shall be utilized to determine the actuarial value of assets. The difference between the amount actually earned and the earnings assumption for a particular year shall be amortized in level amounts. The asset smoothing period shall be a maximum of ten (10) years; however, for any smoothing period greater than five (5) years, there shall be a corridor so that the actuarial value of assets cannot be 20% more than nor 20% less than the market value of assets existing as of the actuarial valuation date.

Unfunded liabilities shall be amortized utilizing the level dollar amortization method over a closed period not to exceed 20 years.

Demographic data. The demographic data in an actuarial valuation shall include: (1) all active members, (2) all inactive vested members, (3) all inactive non-vested members with an account balance, and (4) all annuitants (including beneficiary annuitants and disability annuitants). Benefit provisions. The actuarial valuation shall include all benefits being accrued by members of (name) including, but not limited to, retirement, disability, death benefits, and post-employment cost-of-living adjustments (COLAs). The valuation shall be based on the benefit eligibility and benefit terms as set out in state law.

#### **Transparency and Accountability**

This funding policy and the actuarial valuation shall be readily available for review. Accordingly, the funding policy shall be posted on the agency's website. Further, the actuarial valuation, and the actuarial audit shall be maintained on the departmental website for a period of no less than five years after being published.

#### **Filing of Funding Policy**

Pursuant to Public Chapter 990, Acts of 2014, this funding policy and any amendments thereafter shall be submitted to the comptroller of the treasury within thirty (30) days after adoption.

#### **Effective Date**

This policy shall remain in effect until amended by the City of Jackson or preempted by federal or state law.

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(Chair )

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Date Adopted

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

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

Contractor Edison Registration ID # 0000001560  
Contract #: CMA 2272

**A. SCOPE OF SERVICES:**

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

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2021 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seventy-one thousand Six hundred Eighty-eight and Sixty cents (\$71,688.60). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount (per compensable increment)</b>
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TDOT District 48 Maintenance  
300 Benchmark Place  
Jackson, TN 38301

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)

- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

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

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

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

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

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

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

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall

remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

**The State:**

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

**The Contractor:**

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

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.



**IN WITNESS WHEREOF,**

**CITY OF JACKSON:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**CLAY BRIGHT, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**

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

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

<b>Activity</b>	<b>Maintenance Work Type</b>	<b>Unit Of Measure</b>
<b>435</b>	<b>Machine Mowing**</b>	<b>Acres</b>
<b>441</b>	<b>Litter Removal**</b>	<b>Roadway Miles</b>

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

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

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

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

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

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

Approved Mowing Reimbursement Per Acre:      \$45.00  
Calculated Maximum Reimbursement (Mowing):      \$54,048.60

Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
I-40	2A	80.00	82.00		88.00	88.00	6	528.00
186	2A	0.00	2.65	5.71	33.31	39.02	6	234.12
186	2A	2.65	4.50		28.15	28.15	6	168.90
186	2A	4.50	7.80	3.11	41.90	45.01	6	270.06
Total Contract Area (acres):								1201.08



# CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

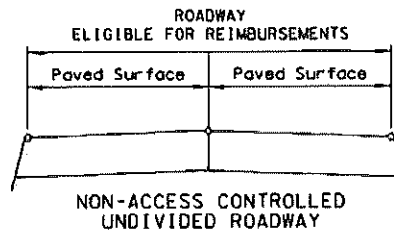


FIGURE 1A

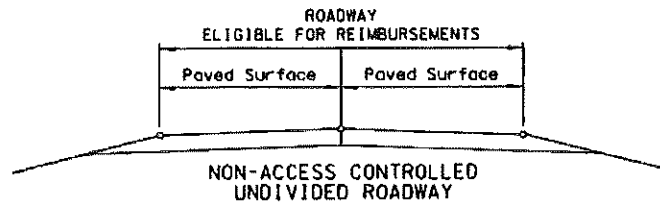


FIGURE 1B

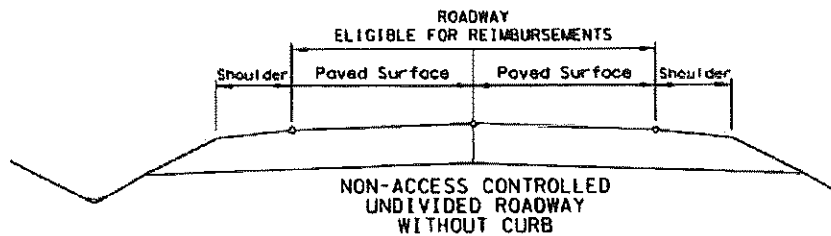


FIGURE 1C

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

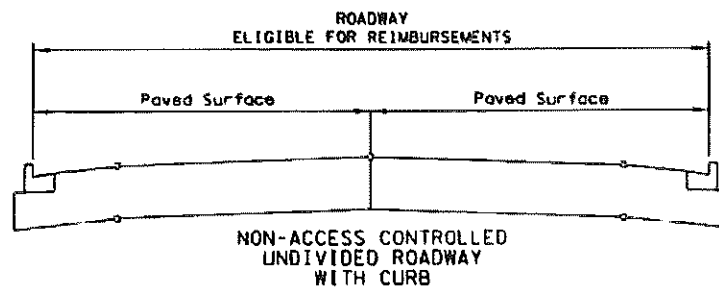


FIGURE 1D

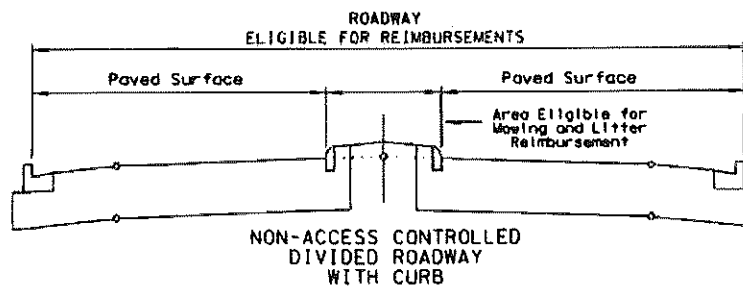


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

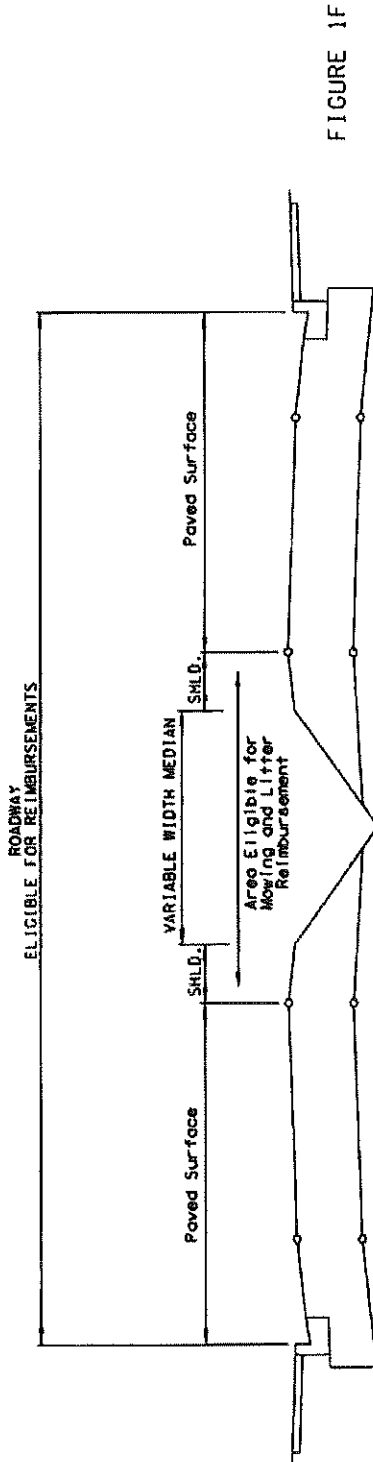


FIGURE 1F

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITH CURB

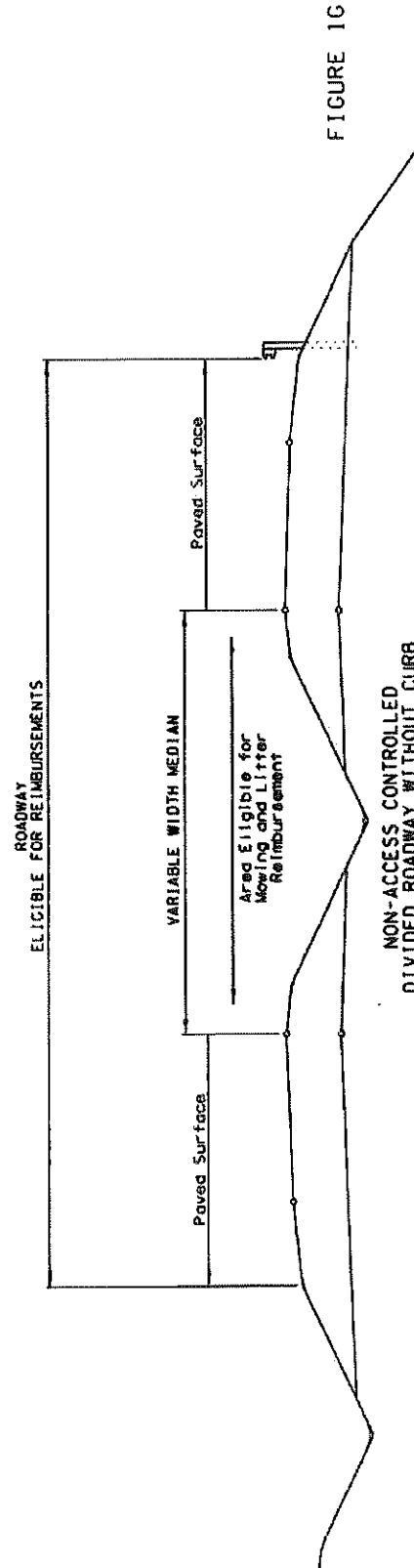


FIGURE 1G

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITHOUT CURB

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

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

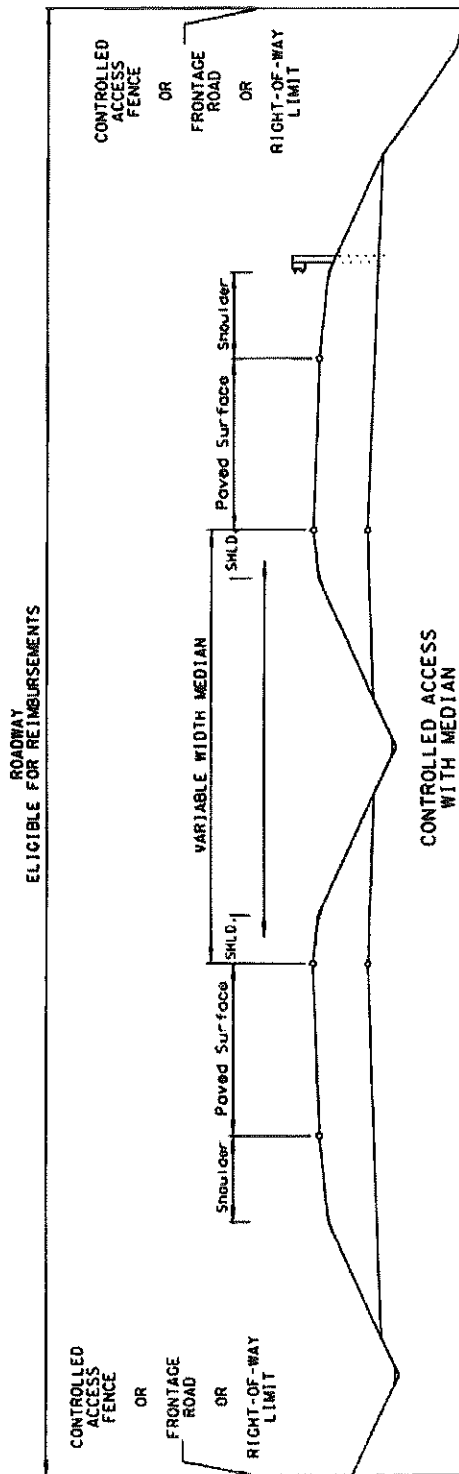


FIGURE 2A

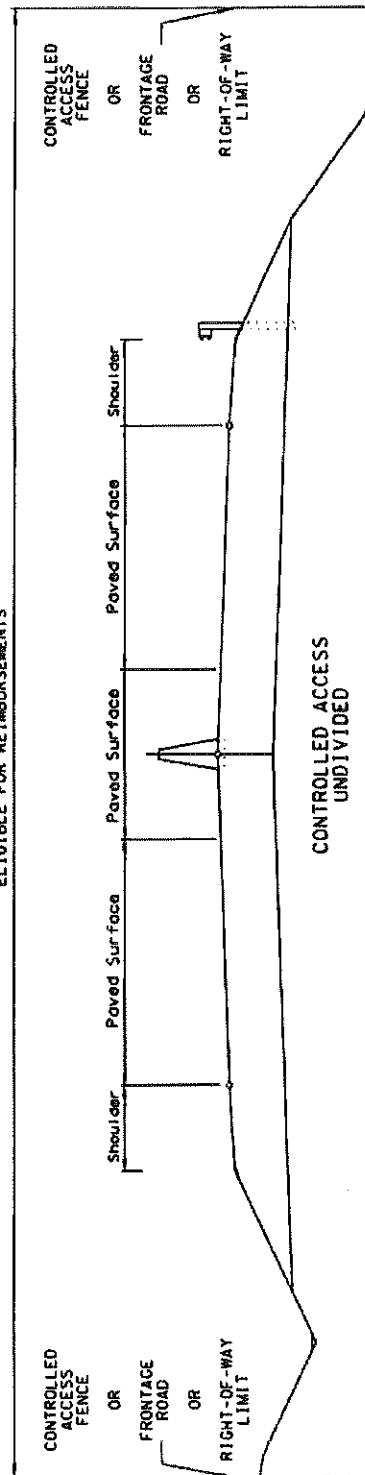


FIGURE 2B

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

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

Contractor Edison Registration ID # 0000001560  
Contract #: CMA 2273

**A. SCOPE OF SERVICES:**

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

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2021 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.



**C. PAYMENT TERMS AND CONDITIONS:**

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

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

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

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TDOT District 48 Maintenance  
300 Benchmark Place  
Jackson, TN 38301

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

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

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

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

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

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

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

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

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

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

**D. STANDARD TERMS AND CONDITIONS:**

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

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

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

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- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

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E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

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

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

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**CITY OF JACKSON:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**CLAY BRIGHT, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

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

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

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

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

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

NOTE:

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

# ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

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

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

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
5	N. Highland Ave.	BEGIN	Seavers Rd.	1D	No	7.3	8.21	4804.8	86		0.00	45912.53
5	N. Highland Ave.	CHANGE	Chester Levee Rd.	1D	No	8.21	8.91	3696	73		0	29978.67
5	N. Highland Ave.	CHANGE	Harts Bridge Rd.	1D	No	8.91	9.61	3696	86		0	35317.33
5	N. Highland Ave.	CHANGE	Bond St.	1G	No	9.61	11.22	8500.8	73	34	32114.13	101065.07
5	N. Highland Ave.	CHANGE	S. Royal St.	1D	No	11.22	11.94	3801.6	86		0.00	36326.40
5	N. Highland Ave.	CHANGE	E. Chester St.	1D	No	11.94	12.49	2904	60		0.00	19360.00
5	N. Highland Ave.	CHANGE	N. Liberty St.	1D	No	12.49	15.09	13728	46		0.00	70165.33
5	N. Highland Ave.	CHANGE	North Pkwy.	1D	No	15.09	19.7	24340.8	73		0.00	197430.93
5	N. Highland Ave.	END	Ashtport Rd.	1D	No	19.7						
1	Airways Blvd	BEGIN	Cypress Grove Park	1G	No	12.06	12.84	4118.4	60	25	11440.00	38896.00
1	Airways Blvd	CHANGE	Hicks Creek Bridge	1G	No	12.84	13.04	1056	80	25	2933.33	12320.00
1	Airways Blvd	CHANGE	Fastenal	1G	No	13.04	13.28	1267.2	70	25	3520.00	13376.00
1	Airways Blvd	CHANGE	S Fk. Forked Deer Rv	1G	No	13.28	13.7	2217.6	60	25	6160.00	20944.00
1	Airways Blvd	CHANGE	Experiment Station Rd.	1G	No	13.7	13.88	950.4	70	25	2640.00	10032.00
1	Airways Blvd	SHIFT	45 Bypass	1C	No	13.88	14.06	950.4	104		0.00	10982.40
1	Airways Blvd	CHANGE	Gill St.	1G	No	14.06	14.87	4276.8	78	23	10929.60	47995.20
1	Airways Blvd	CHANGE	Railroad crossing	1C	No	14.87	15.4	2798.4	80		0	24874.67
1	Airways Blvd	SHIFT	Sycamore st	1D	No	15.4	15.66	1372.8	92		0	14033.07
1	Sycamore st	SHIFT	E. Chester St.	1D	No	15.66	16.3	3379.2	65		0	24405.33
1	E. Chester St.	SHIFT	Dr. F.E. Wright Dr.	1F	No	16.3	18.32	10665.6	55	27	31996.8	97175.47
1	Dr. F.E. Wright Dr.	SHIFT	Whitehall St.	1C	No	18.32	18.49	897.6	95		0	9474.67
1	Whitehall St.	CHANGE	Pinnacle Dr.	1C	No	18.49	19.35	4540.8	32		0	16145.07
1	Whitehall St.	END	North Pkwy. E.	1C	No	19.35						
18	Bolivar Hwy.	BEGIN	Hudson Dr.	1A	No	8.4	9.61	6388.8	24		0	17036.80
18	Bolivar Hwy.	CHANGE	Quinn Dr.	1C	No	9.61	9.74	686.4	36		0	2745.60
18	Bolivar Hwy.	SHIFT	Secondary Exit onto SR5	1C	No	9.74	9.8	316.8	45		0	1584.00
18	Bolivar Hwy.	CHANGE	Primary Exit onto SR 5	1D	No	9.8	9.83	158.4	56		0	985.60
18	Bolivar Hwy.	END	S. Highland	1D	No	9.83						



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

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

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

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

**Mowing Inventory Worksheet**

Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
11G		12.06	13.69	6.34	0	6.34	6	38.04
12A		13.94	15.34	4.24	3.39	7.63	6	45.78
11G		16.4	18.41	6.85	0	6.85	6	41.10
51G		9.8	11.46	5.69	0	5.69	6	34.14
<b>Total Contract Area (acres):</b>								<b>159.06</b>

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

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

Approved Litter Reimbursement Per Mile:	\$ 50.00
Calculated Maximum Reimbursement (Litter):	\$ 5,682.00

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
11G		12.06	13.69	1.60	1	1.6	\$ 50.00	12	19.20	960.00
12A		13.94	15.34	1.40	3	4.2	\$ 50.00	12	50.40	2520.00
11G		16.40	18.41	2.01	1	2.01	\$ 50.00	12	24.12	1206.00
51G		9.80	11.46	1.66	1	1.66	\$ 50.00	12	19.92	996.00
Total Contract Litter (mi.):									113.64	\$5,682.00

# CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

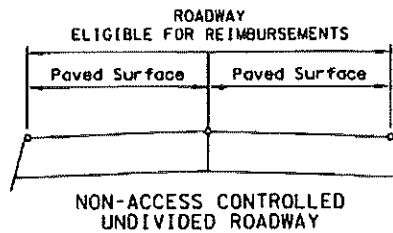


FIGURE 1A

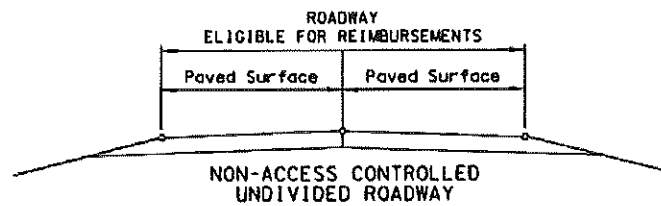


FIGURE 1B

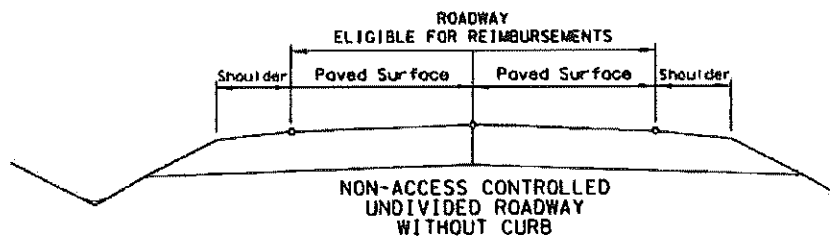


FIGURE 1C

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

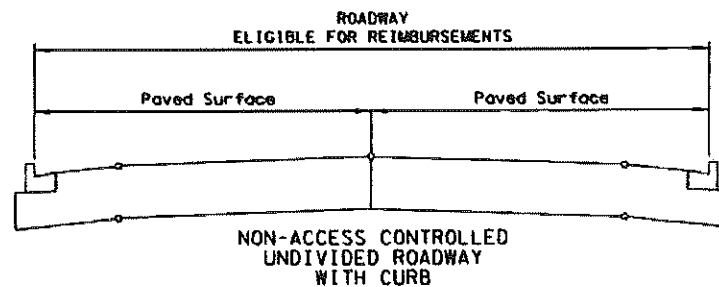


FIGURE 1D

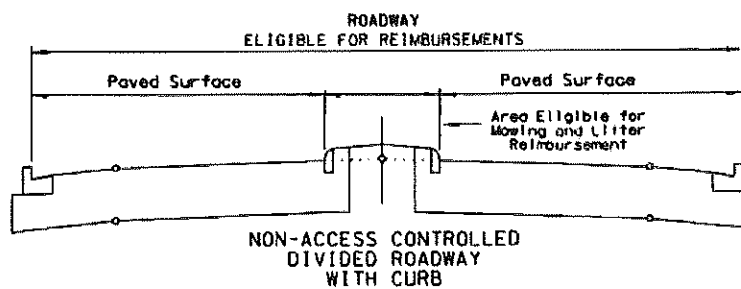


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

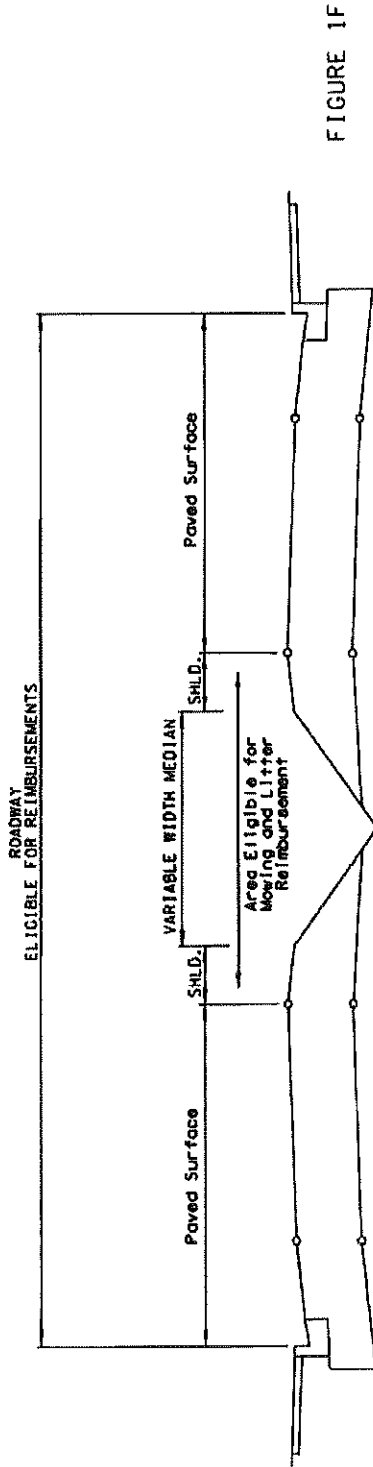


FIGURE 1F

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITH CURB

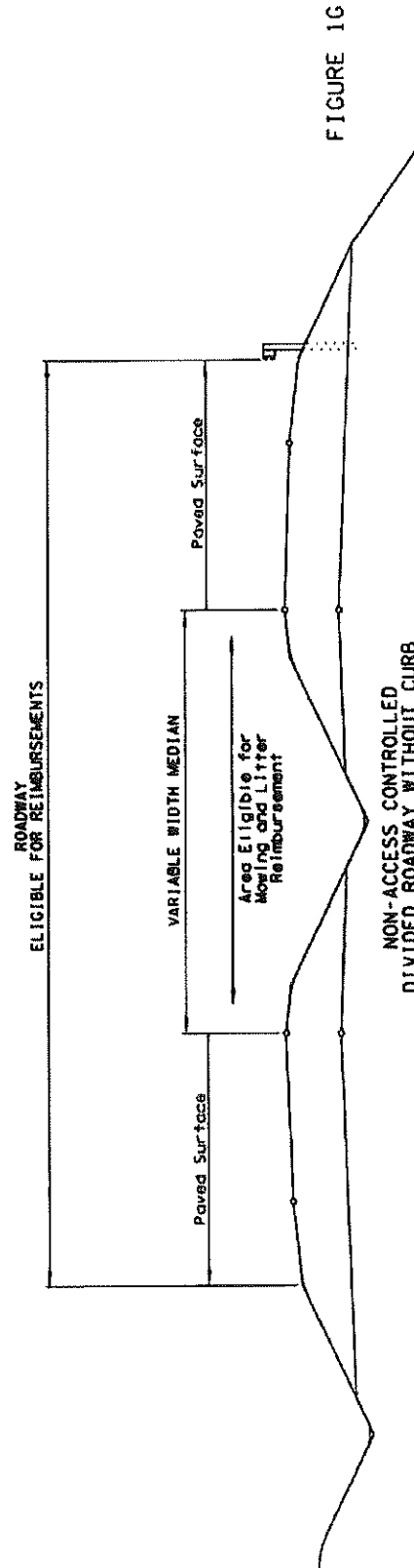


FIGURE 1G

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITHOUT CURB

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

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

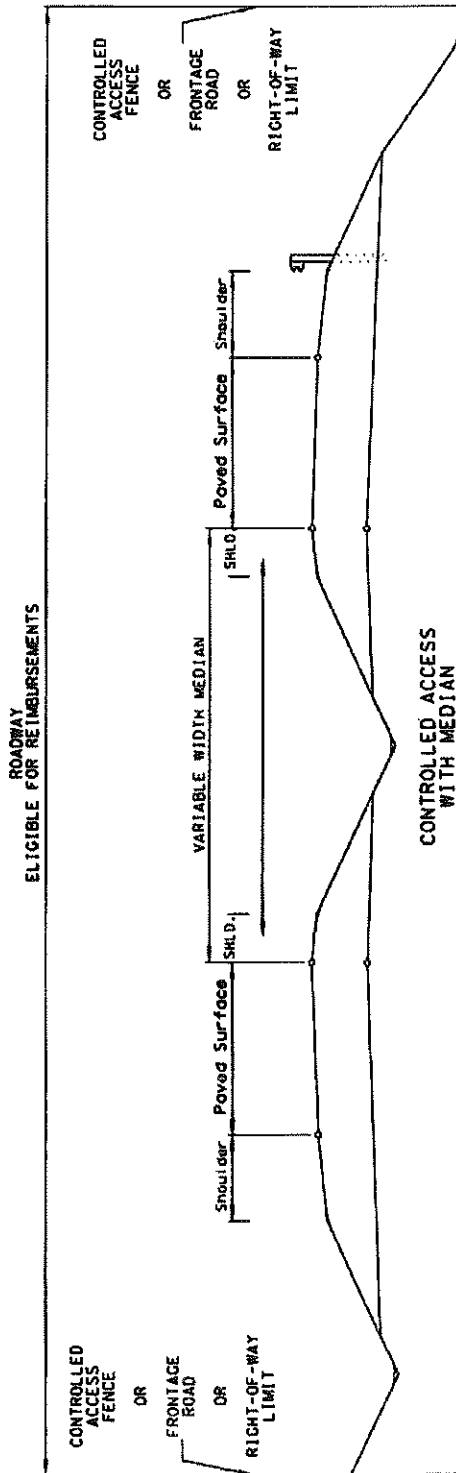


FIGURE 2A

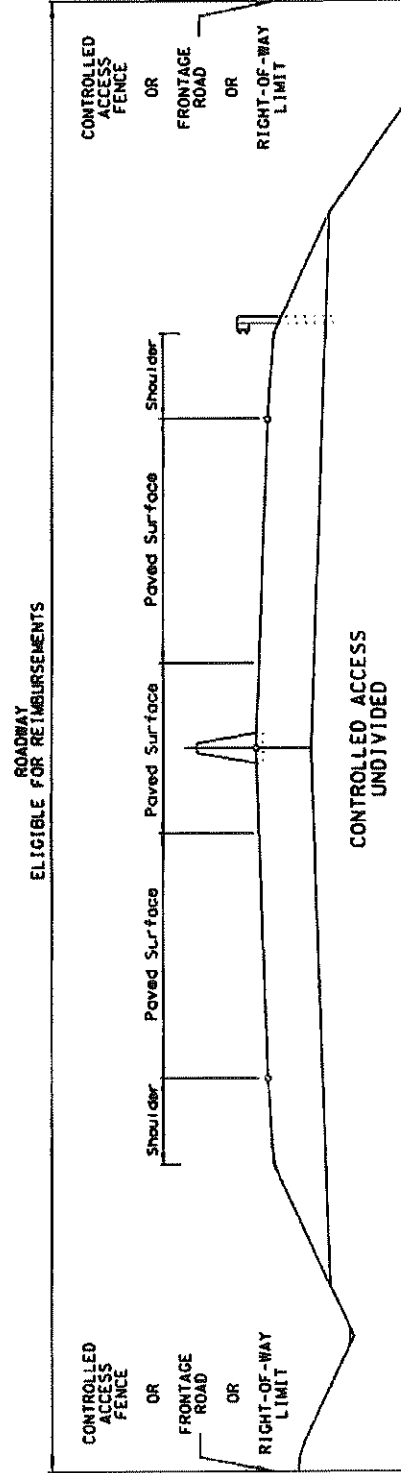


FIGURE 2B



Jackson Energy Authority

Jim Ferrell  
President & CEO

May 12, 2021

The Honorable Scott Conger  
Mayor, City of Jackson  
P. O. Box 2508  
Jackson, Tennessee 38302-2508

Dear Mayor Conger:

According to our records, Dr. Logan Hampton's term as a member of the JEA Board of Directors will expire on June 30, 2021. Dr. Hampton was initially appointed to this board for a five-year term in May of 2017.

If you would like to contact Dr. Hampton directly, his cell number is (731) 234-3526. Once you make the appointment for this position, we would appreciate receiving notification so arrangements can be made for the public official's security bond.

Sincerely,

Jim Ferrell

JFF/ab

cc: Ms. Amy Mallette  
Mr. Alex Reed



**West Tennessee**  
HEALTHCARE™

620 Skyline Drive  
Jackson, Tennessee 38301  
P: 731.541.5000

January 5, 2021

Scott Conger  
Mayor, City of Jackson  
101 E. Main St.  
Suite 302  
Jackson, TN 38301

Dear Mayor Conger:

On behalf of West Tennessee Healthcare, I am asking for the reappointment of Phil Bryant to our Board of Trustees, whose term ends in April 2021. Phil has been a valuable asset to our Board since he joined in 2007 and has shown true leadership at West Tennessee Healthcare. He has served the board in several capacities and currently is the Vice-Chair.

Phil is very accessible and always willing to assist or work extra when completing a project. He works well with all Board Members and our Executive Leadership team. During this year, our Board of Trustees has faced many challenges with the COVID-19 pandemic, which they haven't faced before, having to make decisions to support our health care system. Phil has been more than supportive of the measures we have taken to keep our hospital staff and community safe.

I am respectfully requesting that the Jackson City Council reappoint him to our Board effective April 1, 2021.

I appreciate and thank you for all you do for West Tennessee Healthcare.

Sincerely,

James E. Ross, MSHA, BSN, AEMT  
President & CEO

JER/cm



# **Sandy Maxwell - Fwd: Boards and Commissions Application 2021-02-25 03:44 PM(CST) Submission Notification**

**From:** Amy Mallette  
**To:** Sandy Maxwell  
**Date:** 2/25/2021 4:00 PM  
**Subject:** Fwd: Boards and Commissions Application 2021-02-25 03:44 PM(CST) Submission Notification

Here is another one!

Amy Mallette  
 City of Jackson | Executive Assistant  
 121 E. Main Street, Suite 301  
 Jackson, TN 38301  
[\(731\)425-8240](tel:(731)425-8240)

>>> <notification@jacksontn.gov> 2/25/2021 3:44 PM >>>

**Boards and Commissions Application 2021-02-25 03:44 PM(CST)** was submitted by Guest on 2/25/2021 4:44:34 PM (GMT-06:00) US/Central

Name	Value
<b>Name</b>	Rachel Guyer
<b>address</b>	134 Terrace Place Jackson, TN 38301
<b>phone</b>	<a href="tel:904-868-2165">904-868-2165</a>
<b>email</b>	rar.guyer@gmail.com
<b>length-of-residency</b>	4.5 years
<b>application-type</b>	new applicant
<b>boards-and-commissions[]</b>	city tree board,jackson madison recreation and parks,keep jackson beautiful
<b>explain-interest</b>	As a homeowner and citizen of Jackson, I have a vested interest in improving the wellbeing of our city and, by extension, its residents. I have been a resident of LANA (Lambuth Area Neighborhood Association) since I moved to Jackson in 2016, and have witnessed the increasing improvements to our neighborhood by both the residents and the City. I also see areas of improvement to which I want to contribute.
<b>1st-choice-name</b>	Keep Jackson Beautiful Commission
<b>1st Choice Position Seeking</b>	Board of Directors Member
<b>state your interest1</b>	My professional experience in Agricultural Extension with the University of Tennessee combined with my personal gardening hobby could be directly applied to the Commission's responsibilities of beautifying and promoting interest in public places. I am especially invested in food security of vulnerable members of our community. To this end, I have served as a coordinator of St. Luke's Episcopal Church's involvement in Room in the Inn since 2018, a program operated by Area Relief Ministries in downtown

Jackson that provides food and housing for homeless men. As a Keep Jackson Beautiful board member, my primary goal would consist of pursuing projects that not only improve aesthetic appeal, but promote public health including food security and fitness. Examples of this are community gardens, edible landscaping, and public green spaces. I would be honored to contribute my time and talent to the KJB Commission.

<b>2nd-choice</b>	City Tree Board
<b>2nd choice position</b>	
<b>state your interest 2</b>	
<b>3rd-choice-</b>	Jackson Recreation and Parks Advisory Board
<b>3rd choice position seeking</b>	
<b>state your interest 3</b>	
<b>any-other-qualifications</b>	

To view this form submission online, please follow the link below:

<https://jacksontn.gov/form/one.aspx?objectId=17461261&contextId=17024277&returnto=submissions>

**[NOTICE: This message originated outside of the City of Jackson mail system. -- DO NOT CLICK on links, open attachments or provide any personal information unless you trust the sender and know that the content is safe.]**

Rena Tyler - Please print

---

**From:** JD Sims  
**To:** Tyler, Rena  
**Date:** 4/27/2021 10:39 AM  
**Subject:** Please print

---

*JD Sims*

Superintendent of Groundskeeping  
 75A Wisteria St  
 Jackson, TN38301  
[731-499-0904](tel:731-499-0904)

**Name**

**Value**

**Name** Jenni Deming  
**address** 838 Campbell Street  
**phone** [6153008769](tel:6153008769)  
**email** jenni.deming@gmail.com

**length-of-residency** 4 years

**application-type** new applicant

**boards-and-commissions[]** airport authority

**explain-interest** I want everyone to have equal access to beautiful plants and beautiful spaces in Jackson.

**1st-choice-name** Keep Jackson Beautiful

**state your interest1** I've done volunteer work with JD Sims (who suggested I apply for KJB) and Celeste Scott, helping to advertise and disperse free trees for the community. I also organized the garden project and donations for Andrew Jackson Elementary School. And I serve on the Horticultural Advisory Council for Madison County.

**2nd-choice** n/a

**state your interest 2** n/a

**3rd-choice-** n/a

**state your interest 3** n/a

**any-other-qualifications** n/a

To view this form submission online, please follow the link below:

<https://jacksontn.gov/form/one.aspx?objectId=17640143&contextId=17024277&returnto=submissions>

*JD Sims*

Superintendent of Groundskeeping  
 75A Wisteria St  
 Jackson, TN38301  
[731-499-0904](tel:731-499-0904)



## Sandy Maxwell - Boards and Commissions Application 2021-03-19 08:34 PM(CST) Submission Notification

**From:** <notification@jacksontn.gov>  
**To:** <smaxwell@cityofjackson.net>  
**Date:** 3/19/2021 8:29 PM  
**Subject:** Boards and Commissions Application 2021-03-19 08:34 PM(CST) Submission Notification

**Boards and Commissions Application 2021-03-19 08:34 PM(CST)** was submitted by Guest on 3/19/2021 9:34:03 PM (GMT-06:00) US/Central

Name	Value
<b>Name</b>	Abensiba Misiedjan "MJ"
<b>address</b>	320 Stewart Rd
<b>phone</b>	<a href="tel:14237718911">14237718911</a>
<b>email</b>	amisiedjan@usfca.edu
<b>length-of-residency</b>	15 Months
<b>application-type</b>	new applicant
<b>boards-and-commissions[]</b>	keep jackson beautiful
<b>explain-interest</b>	I have a passion for the environment and people, I recently started a non profit organization that focuses on educating the youth in urban communities on the significance of growing your own food. Jackson has been growing and I would and I believe that in a few year it will and can be as big as Nashville with as long as we have like minded individuals like myself that appreciate the history that Jackson has to offer.
<b>1st-choice-name</b>	Keep Jackson Beautiful
<b>1st Choice Position Seeking</b>	Member
<b>state your interest1</b>	I'm currently attending the University of San Francisco and I'm majoring in Business Management and minoring in Urban Agriculture and I would like to use my knowledge to contribute to improving Jackson.
<b>2nd-choice</b>	N/A
<b>2nd choice position</b>	
<b>state your interest 2</b>	
<b>3rd-choice-</b>	N/A
<b>3rd choice position seeking</b>	
<b>state your interest 3</b>	
<b>any-other-qualifications</b>	Agriculture, culinary, management.

To view this form submission online, please follow the link below:

<https://jacksontn.gov/form/one.aspx?objectId=17527017&contextId=17024277&returnto=submissions>

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City of Jackson  
Budget Amendments \$10,000 or Less Approved by the Mayor  
June 1, 2021

Insurance Recovery - EDP Equipment	\$1,250.00
Insurance Recovery – JPD	\$2,948.35
Insurance Recovery - JPD	\$5,700.00

Date: 5/20/2021  
Time: 10:50  
User: WHETSTOC

CITY OF JACKSON  
Invoice History Report

Page: 1  
Id: AP4610

(cellphone usage - JPD/Net Net  
1 OFM)

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
30487	AT&T MOBILITY	287293899797X03	3/11/2021	152299-C	152299-C	4/30/2021	MAN	ACCT:287293899797	12,967.50
			110-41310-245					EX 105.28	
			142-42129-245					EX 1,531.03	
			110-42150-245					EX 11,331.19	
			110-21121					AP 11,436.47	
			142-21121					AP 1,531.03	
			110-11213					CA 11,436.47	
			110-11213					CA 1,531.03	

\*\*\*VENDOR TOTALS\*\*\*

12,967.50

28036 BUCHANAN INSURANCE GROU 1859

4/27/2021	152311-C	4/30/2021	MAN	AVIATION INS-JPD	24,660.00
110-41900-519				EX 22,360.00	
110-41900-513				EX 2,300.00	
110-21121				AP 24,660.00	
110-11213				CA 24,660.00	

\*\*\*VENDOR TOTALS\*\*\*

24,660.00

14646 CLARKE POWER SERVICES I 5030020864:01

3/31/2021	152323-C	4/30/2021	MAN	ACTW145919	31,270.00
315-42254-900				EX 31,270.00	
315-21121				AP 31,270.00	
110-11213				CA 31,270.00	

\*\*\*VENDOR TOTALS\*\*\*

31,270.00

30615 CRONE LAW FIRM PLC 001153657

4/30/2021	152635-C	5/14/2021	MAN	PROF CONSULT SERV-CO	38,596.25
110-41300-250				EX 38,596.25	
110-21121				AP 38,596.25	
110-11213				CA 38,596.25	

\*\*\*VENDOR TOTALS\*\*\*

38,596.25

23467 EXCHANGE CLUB-CARL PERK 03/22/2021

3/22/2021	152346-C	4/30/2021	MAN		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

30195 FEROCIOUS GRAPHIX INC 11923

3/30/2021	152350-C	4/30/2021	MAN	FORDEXP&F150 STRIPEX	28,210.00
315-42180-900				EX 28,210.00	
315-21121				AP 28,210.00	
110-11213				CA 28,210.00	

\*\*\*VENDOR TOTALS\*\*\*

28,210.00

23852 GRESHAM SMITH 0752075

4/13/2021	152365-C	4/30/2021	MAN	PROJH27507.01-POH891	177,727.97
315-43190-932				EX 177,727.97	
315-21121				AP 177,727.97	

(generator - JPD)

(donation - COT)

(wk- US 45 Bypass So.  
Ext - Eng)

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23852	GRESHAM SMITH	0753312	5/08/2021	152670-C	5/14/2021	CA	177,727.97	RE:U S 45 BYP SO EXT	161,779.87
			315-43190-932			EX	161,779.87		
			315-21121			AP	161,779.87		
			110-11213			CA	161,779.87		
***VENDOR TOTALS***									
									339,507.84
25933	INSIGHT PUBLIC SECTOR I	1100827743	4/17/2021	152677-C	5/14/2021	TOUGHBOOK COMPUTERS-			27,973.50
			110-42210-255			EX	27,973.50		
			110-21121			AP	27,973.50		
			110-11213			CA	27,973.50		
25933	INSIGHT PUBLIC SECTOR I	1100828913	4/21/2021	152677-C	5/14/2021	COMPUTERS/MOUNTING E			40,937.70
			315-42180-900			EX	40,937.70		
			315-21121			AP	40,937.70		
			110-11213			CA	40,937.70		
***VENDOR TOTALS***									
									68,911.20
27895	INTEGRATED LLC	9321	3/30/2021	152377-C	4/30/2021	EX	189,854.10		189,854.10
			315-42180-900			AP	189,854.10		
			110-11213			CA	189,854.10		
***VENDOR TOTALS***									
									189,854.10
6822	JACKSON CHAMBER	IRG2021	4/19/2021	152382-C	4/30/2021	IND RECRUITMENT GRAN			72,861.37
			110-41900-767			EX	72,861.37		
			110-21121			AP	72,861.37		
			110-11213			CA	72,861.37		
***VENDOR TOTALS***									
									72,861.37
2540	JACKSON TRANSIT AUTHORI	33083	4/29/2021	152386-C	4/30/2021	GRANT REIMBURSE-2ND			14,661.71
			110-41705-800			EX	14,661.71		
			110-21121			AP	14,661.71		
			110-11213			CA	14,661.71		
***VENDOR TOTALS***									
									14,661.71
30664	KIMBRO OIL COMPANY	PS-INV145126	5/04/2021	152689-C	5/14/2021	GAS-GARAGE			17,307.39
			110-14111			EX	17,307.39		
			110-21121			AP	17,307.39		
			110-11213			CA	17,307.39		
***VENDOR TOTALS***									
									17,307.39
1245	MADISON CO TRUSTEE	33081	4/20/2021	152411-C	4/30/2021	APR RCPT FOR FEB-MIX			18,628.28
			110-31930			EX	18,628.28		

(Emergency Equip & parts  
installation - JPD)



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1245	MADISON CO TRUSTEE	33082	110-21121 110-11213 4/20/2021 110-31930 110-21121 110-11213		152411-C	4/30/2021	AP CA MAR RCPT FOR JAN-MIX EX AP CA	18,628.28 18,628.28 20,839.06 20,839.06 20,839.06 20,839.06	20,839.06
***VENDOR TOTALS***									
24223	MADISON COUNTY DEVELOPM	0000038027	4/30/2021 131-43230-296 131-21121 110-11213		152704-C	5/14/2021	LANDFILL DUMPING-H&S EX AP CA	15,667.69 15,667.69 15,667.69	15,667.69
24223	MADISON COUNTY DEVELOPM	Apr-21	5/01/2021 131-43230-242 131-21121 110-11213		152704-C	5/14/2021	LANDFILL DUMPING-H&S EX AP CA	290,721.57 290,721.57 290,721.57	290,721.57
***VENDOR TOTALS***									
26011	MID-SOUTH BUSINESS CONS	1702	4/21/2021 315-41811-900 315-21121 110-11213		152712-C	5/14/2021	DRYWALL REPAIRS-CITY EX AP CA	19,182.00 19,182.00 19,182.00	19,182.00
***VENDOR TOTALS***									
27782	MOTOROLA SOLUTIONS INC	8230318303	4/01/2021 110-42600-262 110-21121 110-11213		152426-C	4/30/2021	1000525967-PO#8693 EX AP CA	34,621.30 34,621.30 34,621.30	34,621.30
***VENDOR TOTALS***									
29952	FARVAN ENERGY GROUP LLC	0951114-IN	4/14/2021 110-14111 110-21121 110-11213		152435-C	4/30/2021	CUST#0080330 EX AP CA	16,888.33 16,888.33 16,888.33	16,888.33
***VENDOR TOTALS***									
27981	ROBERTS-GIBSON INC	7403D	4/23/2021 110-14111 110-21121 110-11213		152453-C	4/30/2021	GAS-GARAGE EX AP CA	18,246.38 18,246.38 18,246.38	18,246.38
27981	ROBERTS-GIBSON INC	84405	4/01/2021 110-14111 110-21121		152453-C	4/30/2021	GAS-GARAGE EX AP	17,150.91 17,150.91	17,150.91

(Maint Contract -  
Cent Dip)

(Gas - Garage)



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27981	ROBERTS-GIBSON INC	84853	5/03/2021	152746-C	5/14/2021	CA	17,150.91	DIESEL-GARAGE	15,015.71
			110-11213			EX	15,015.71		
			110-21121			AP	15,015.71		
			110-11213			CA	15,015.71		
***VENDOR TOTALS***									50,413.00
7307	SPRAGINS BARNETT & COBB	27968-05/14/21	5/03/2021	152755-C	5/14/2021	EX	10,416.66	MTHLY LEGAL SERV-COJ	10,416.66
			110-41300-250			AP	10,416.66		
			110-21121			CA	10,416.66		
			110-11213						
7307	SPRAGINS BARNETT & COBB	98292 LLC	3/31/2021	152464-C	4/30/2021	FILE#000841 00703			11,387.64
			110-41300-250			EX	11,387.64		
			110-21121			AP	11,387.64		
			110-11213			CA	11,387.64		
***VENDOR TOTALS***									21,804.30
17733	TENNESSEE TRACTOR LLC	07891074	4/22/2021	152764-C	5/14/2021	ZERO TURM MOWER-GDKS			19,000.00
			315-44730-900			EX	19,000.00		
			315-21121			AP	19,000.00		
			110-11213			CA	19,000.00		
***VENDOR TOTALS***									19,000.00
16262	TN DEPARTMENT OF SAFETY	22110	5/06/2021	152585-C	5/14/2021	MISC FINES/FEES/VIOL			11,703.29
			110-21127			EX	11,703.29		
			110-21121			AP	11,703.29		
			110-11213			CA	11,703.29		
***VENDOR TOTALS***									11,703.29
30512	WM CORPORATE SERVICES I	05/01/21A	5/01/2021	152795-C	5/14/2021	COMM LOOSE/RES PU &			228,120.53
			131-43230-297			EX	228,120.53		
			131-21121			AP	228,120.53		
			110-11213			CA	228,120.53		
30512	WM CORPORATE SERVICES I	4935785-2268-9	5/03/2021	152794-C	5/14/2021	TEMP CONTAINERS-H&S			12,680.44
			131-43230-243			EX	12,680.44		
			131-21121			AP	12,680.44		
			110-11213			CA	12,680.44		
30512	WM CORPORATE SERVICES I	5/1/2021B	5/01/2021	152795-C	5/14/2021	COMM PU/ADJUS-H&S			256,139.91
			131-43230-298			EX	256,139.91		
			131-21121			AP	256,139.91		
			110-11213			CA	256,139.91		
30512	WM CORPORATE SERVICES I	5/1/2021C	5/01/2021	152795-C	5/14/2021	ROLLOFF/ADJUS-H&S			102,526.11

(Prof. services - (OT))

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			111-43230-298				EX	102,526.11	
			131-21121				AP	102,526.11	
			110-11213				CA	102,526.11	
									-----
									599,466.99
									-----
									1,967,743.17
									-----

\*\*\*VENDOR TOTALS\*\*\*

\*\*\*GRAND TOTAL\*\*\*