



COMPTROLLER'S INVESTIGATIVE REPORT

City of Jackson

February 4, 2021

Jason E. Mumpower
Comptroller of the Treasury



DIVISION OF INVESTIGATIONS



JASON E. MUMPOWER
Comptroller

February 4, 2021

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

Mayor and Council Members:

The Office of the Comptroller of the Treasury conducted an investigation of selected records of the City of Jackson, and the results are presented herein.

Copies of this report are being forwarded to Governor Bill Lee, the State Attorney General, the District Attorney General of the 26th Judicial District, certain state legislators, and various other interested parties. A copy of the report is available for public inspection in our Office and may be viewed at <http://www.comptroller.tn.gov/ia/>.

Sincerely,

A handwritten signature in blue ink that reads "Jason E. Mumpower".

Jason E. Mumpower
Comptroller of the Treasury

JEM/MLC

INVESTIGATIVE REPORT

City of Jackson

The Office of the Comptroller of the Treasury investigated allegations of malfeasance related to the City of Jackson. The Comptroller's Office initiated the investigation after current city officials reported questionable transactions executed during the tenure of the former Mayor and his administration. Specifically, allegations pertained to a local professional baseball team as well as inconsistencies with a contract for solid waste collections. The investigation was limited to selected baseball team records for the period June 1, 2011 through October 31, 2019 and solid waste records for the period August 1, 2016 through October 31, 2019. The results of the investigation were communicated with the Office of the District Attorney General of the 26th Judicial District.

BACKGROUND

The City of Jackson is in Madison County, Tennessee, and is the eighth largest city in the state. The city is governed by a Mayor and a 9-member City Council. The City Council elects a City Recorder whose duties are to provide general accounting supervision over the city's properties, assets, and claims, and to provide oversight over the city's finances. The charter of the City of Jackson (City Charter) defines the statutory powers and authorities of city officials to act on city matters.



Section 20 of the City Charter, *Authority of Council Acting for the City*, requires the City Attorney to prepare or review contracts and for the City Council to approve all contracts. Additionally, Section 35 of the City Charter, *Approval and Payments of Claims Against City*, requires the City Council to approve all non-routine payments in excess of \$10,000 through open meetings.

The City of Jackson is the home of the Jackson Generals, a Minor League Baseball team of the Southern League and a double-A affiliate of the Major League Baseball team, the Arizona Diamondbacks. The Jackson Generals are owned by Jackson Baseball Club, L.P., a limited partnership that purchased the team in 2008. Opened in 1998, the Ballpark, located in the City of Jackson, is a 6,000-seat city-owned baseball stadium used by the team through a stadium license and use agreement (the lease agreement).

The city's Health and Sanitation Department is responsible for managing garbage within the city and overseeing the contract for solid waste collections. The city entered into said contract in 2016 with a private contractor - Waste Management, Inc. of Tennessee. The residents of the city pay garbage disposal fees through monthly utility bills issued by the Jackson Energy Authority. The city uses these proceeds to pay the contractor a flat rate for services rendered at residential units.

RESULTS OF INVESTIGATION

JACKSON BASEBALL CLUB, L.P.

1. THE CITY COUNCIL APPROVED THE 2011 AMENDED LEASE AGREEMENT WITHOUT ANY DISCUSSION OF A MATERIAL CHANGE IN THE LEASE

On June 7, 2011, the City of Jackson approved a *Third Amended and Restated Stadium License and Use Agreement* (2011 lease agreement) with the Jackson Baseball Club, L.P. (club). The term of the 2011 lease agreement expires on December 31, 2020, and the club has an option to renew the lease for eight additional 3-year terms, up to 24 years. The 2011 lease agreement is an extension of the 2008 lease, amended for selected terms and provisions agreed upon between the city and the club. The former Mayor, former City Recorder, and City Attorney negotiated new terms in the 2011 lease agreement with club representatives. The City Attorney and former City Recorder discussed some of the amended terms in the lease agreement with the City Council during the June 7, 2011 council meeting, and the City Council approved the 2011 lease agreement, a 19-page document, that same day.

One questionable provision of the 2011 lease agreement is the contractual language addressing which party is responsible for the stadium services (e.g. facility services, field preparation, field maintenance, and pre-stadium event preparation) expenses.

Article III(B) in the 2011 lease agreement, *Stadium Services*, states:

With reference to Stadium Services, Club shall, during the Term, provide all Facility Services, Field Preparation, Field Maintenance, and Pre-Stadium Event Preparation for all Stadium Events, at its sole cost and expense.

Article IV(C) in the 2011 lease agreement, *Disclaimer of Revenues by City*, states:

Upon request by the Club, the City shall reimburse the Club for its expenses incurred under and described in Article III(B) of this Agreement.

In summary, Article IV(C) in the 2011 lease agreement obliges the city, at the club's request, to reimburse the club for stadium services expenses, which the club is responsible for at its sole costs and expense, as outlined in Article III(B). The prior lease agreement (dated December 2, 2008) did not include this, or any reversing clause, as shown in Article IV(C), shifting the financial responsibility of the stadium services expenses from the club to the city. It was added to the 2011 lease agreement through negotiations between the city and the club. Neither the former Mayor, former City Recorder, nor City Attorney apprised the City Council of this materially significant

change in the lease agreement during the June 7, 2011 City Council meeting when discussing newly agreed-upon terms between the city and the club.

2. INVESTIGATORS QUESTION THE AUTHORITY OF THE FORMER MAYOR TO SIGN A LETTER ASSUMING \$500,000 PER ANNUM OF CLUB EXPENSES BY THE CITY WITHOUT APPROPRIATE AND ADEQUATE DISCLOSURE

On June 8, 2011 (the day after the City Council approved the 2011 lease agreement), in a privately held meeting, the former Mayor signed a letter on the city's behalf assuming \$500,000 annually to pay the stadium services expenses. (Refer to Exhibit 1). This letter included references to the provisions in question in the 2011 lease agreement shown in Articles III(B) and IV(C), described in **Finding 1** above. The former Mayor did not present the letter to the City Council for its review and approval. The majority of Council Members¹ and key personnel of the former Mayor's administration, such as the City Attorney and former Finance Director, were unaware of the letter and were not consulted by the former Mayor at the time he signed the letter.

Exhibit 1

June 8, 2011 → The letter is dated one day after the City Council approved the 2011 lease agreement (June 7, 2011).

Mr. [REDACTED]
Jackson Baseball Club
4 Fun Place
Jackson, TN 38302

Mr. [REDACTED]

Pursuant to Article II(D) of The Amended and Restated Stadium License and Use Agreement (the "Lease") between the City of Jackson, Tennessee (the "City") and Jackson Baseball Club L.P. (the "Club"), the City confirms to you that the amount of advertising, marketing, and other support to the Club during 2010 was \$321,928.

Pursuant to Article IV(C) of the Lease, the City hereby assumes \$500,000 per annum of the Club's expenses incurred under and described in Article III(B) of the Lease.

Sincerely, [REDACTED]
Mayor

Source: City officials.

¹ Of the nine Council Members, one Council Member declined to meet and interview with investigators.

The former Mayor told investigators that a club representative asked him for a meeting and requested “additional help” from the city to maintain the solvency of the club, and that the \$500,000 annual commitment to the club was justified by the city’s request for a team name change. [Note: In 2011, the team changed its name from the West Tenn Diamond Jaxx to the Jackson Generals. This change was agreed-upon between the parties in the 2011 lease agreement]. The former Mayor also stated that city payments to the club were increasing over time, and he believed the letter would place a financial cap on the opened-ended arrangement between the city and the club. The former Mayor did not think it was necessary to consult with the City Council prior to signing the letter; he stated that he viewed the letter as a contingency pending the City Council’s approval through the budgetary process. The former Mayor stated he viewed the letter as a negotiation tool to keep the team in Jackson.

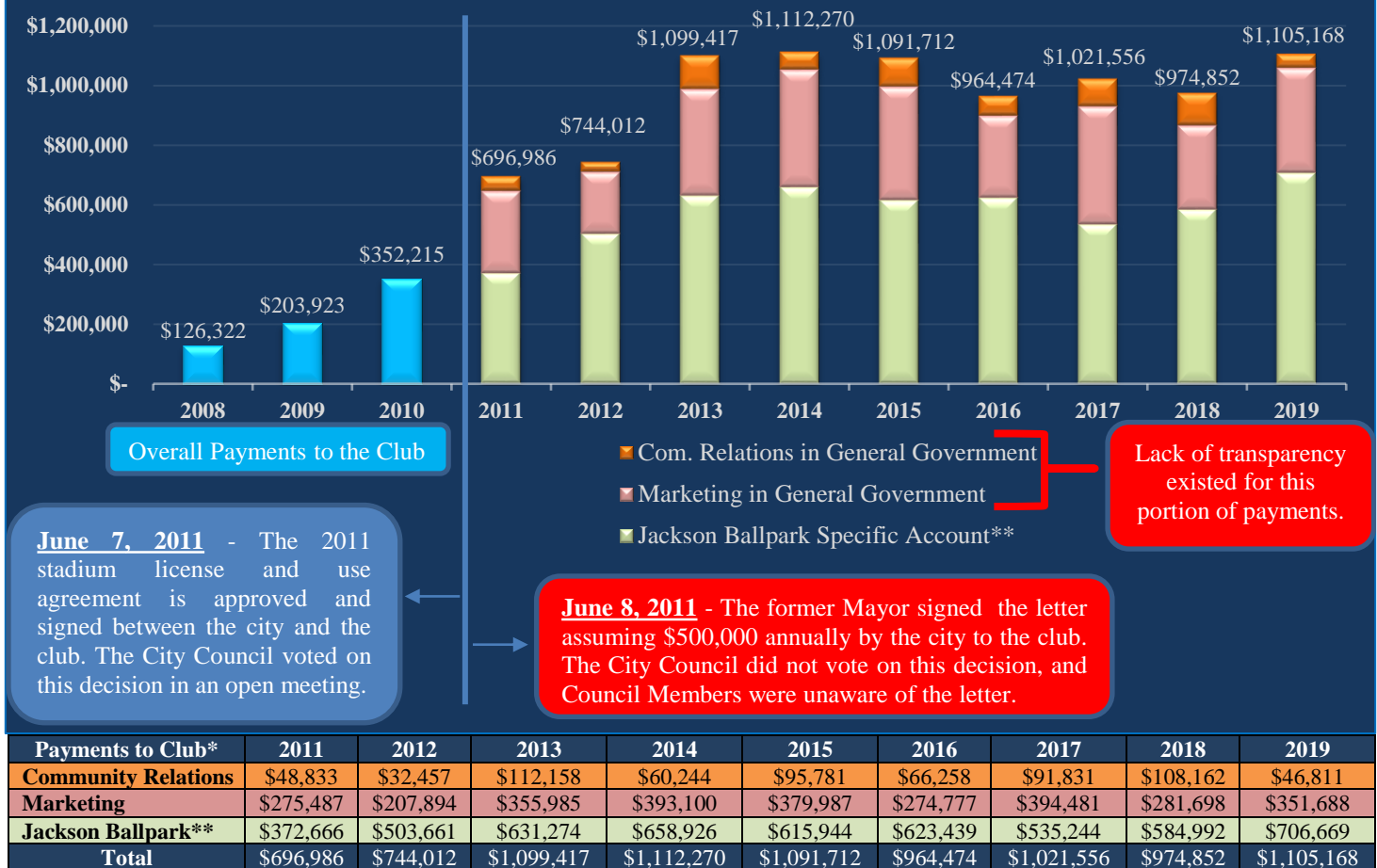
The former Mayor advised investigators that he and the former City Recorder were the only two city officials present in the meeting with club representatives when he signed the letter. The former City Recorder declined to meet when investigators attempted to interview him on the subject.

3. INVESTIGATORS NOTED A LACK OF TRANSPARENCY AND QUESTIONABLE OVERSIGHT OVER TRANSACTIONS BETWEEN THE CITY AND THE CLUB

Through interviews and reviews of applicable documentation, investigators identified the following questionable transactions between the city and the club:

- a) The City Council approved the annual budget and corresponding payments to the club through the city’s budgetary process. However, some payments the city made to the club were accounted for in accounts other than the “Jackson Ballpark“ specific account. **(Refer to Exhibit 2)**. For example, general government purpose “marketing” and “community relations” accounts were utilized for payments the city made to the club, despite the fact that similar purpose sub-accounts (publicity, advertising, etc.) exist in the “Jackson Ballpark” specific account. Through this deflection, Council Members stated to investigators they were unaware of the “true financial picture” the city provided to the club over the years, especially the payments coded to general government purpose accounts. Sound budgetary principles require expenditures to be coded to accounts that reflect the true nature of the expenditures. Misclassifying expenditures diminishes the usefulness of the accounting records as a management tool.

City of Jackson Payments to the Club by Fiscal Years



*Source: City of Jackson Finance Department.

**The Finance Department accounted for the club's transactions during 2011 – 2013 fiscal years in an account titled "Pringles Park" and during 2014 – 2019 fiscal years in an account titled "Jackson Ballpark."

b) City Council Members informed investigators that they relied on the former Mayor and his administration to obtain necessary information when voting on financial matters. Council Members further stated that:

- information they received when voting often did not include sufficient details;
- financial information on voting decisions was complex or hard to read;
- budget hearings during the former Mayor's tenure were often rushed without providing sufficient time to prepare and analyze the information prior to voting; and
- the power distribution with a "Strong Mayor, Weak Council" model provided the former Mayor and his administration significant control during decision making.

With these concerns taking place, City Council Members did not always receive adequate information pertaining to city matters. An effective governing body of a municipal government makes sound decisions which are in the best interest of the city and its citizens when City Council Members receive appropriate and transparent information.

- c) Certain internal transfers within the same fund or transactions not exceeding the \$10,000 threshold do not require City Council approval, creating a lapse in financial transparency that allowed the former Mayor and/or former City Recorder to direct funds to the club on their own discretion and without appropriate disclosure.
- d) The club was in control of purchasing/procuring goods and services for which the club submitted reimbursement requests and invoices to the city. This operating model, agreed-upon between the city and the club in the lease agreement, allowed the club to bypass the city's purchasing procedures, which require that purchases made using city funds are made in the most advantageous manner for the taxpayers and at "arm-length" transactions. Investigators also determined that certain payments the city made to the club lacked appropriate supporting documentation to justify payments. The former City Recorder approved some payments based on invoices generated by the club without any vendor or third-party confirmatory receipts/invoices, a questionable method and contrary to sound business practices.
- e) The former Mayor and former City Recorder had a general latitude over financial matters related to the club without any shared managerial oversight with other members of the former Mayor's administration (e.g. Finance Director).

In summary, the former Mayor and former City Recorder utilized various techniques to provide funding to the club in order to honor the financial commitment the former Mayor signed in the letter dated June 8, 2011, without appropriate disclosure. Investigators also question the due diligence, or lack thereof, of the City Council, City Attorney, and other key executive members of the former Mayor's administration on oversight efforts of the city's financial matters pertaining to the club.

4) THE FORMER CITY RECORDER APPROVED QUESTIONABLE PAYMENTS OF AT LEAST \$526,642.59 FOR GOODS AND SERVICES THE CLUB RECEIVED FROM VENDORS THROUGH TRADE (BARTERED TYPE) TRANSACTIONS

Investigators determined that the former City Recorder approved payments of invoices the club presented to the city for goods and services the club obtained from vendors through trade (non-monetary exchange) transactions. Essentially, the club was paid twice: 1) once when the club received a bartered value from a vendor during a trade deal (e.g. the club received a service from a vendor in exchange for the club providing some type of advertising service to the vendor); and 2) when the club presented the invoice to the city and received a reimbursement payment for the same invoice.

Investigators requested invoices with corresponding supporting documentation for which the city reimbursed the club between 2011 and 2019 fiscal years. Based on documentation provided by the Finance Department, investigators identified at least \$526,642.59 the city reimbursed the club for

trade (bartered type) transactions that occurred during 2016 through 2019 fiscal years. (**Refer to Exhibit 3**). Investigators also noted that the majority of these invoices lacked adequate supporting documentation from vendors (e.g. third-party confirmatory receipts or invoices) to justify the payments or to validate the transactions. Instead, these invoices (generated by the club) were supported by *Jackson Generals Sponsorship/Advertising Contract* documents (also generated by the club). As a result, investigators were unable to determine whether these trade exchanges indeed occurred, or whether these transactions were executed at appropriate (e.g. fair market and not inflated) value for each trade. For 2011 through 2015 fiscal years, there was insufficient documentation (described in **Finding 3-d** above) to determine whether the club obtained goods and services in monetary exchange or barter type transactions.

Exhibit 3

Applicable Fiscal Years (FY)*	Number of Disbursements (Invoices) Investigators Identified as Trade Deals	Amount
FY2016	23	\$117,520.00
FY2017	30	\$152,080.00
FY2018	17	\$105,990.00
FY2019	25	\$151,052.59
Total	95	\$526,642.59

*Source: City of Jackson Finance Department.

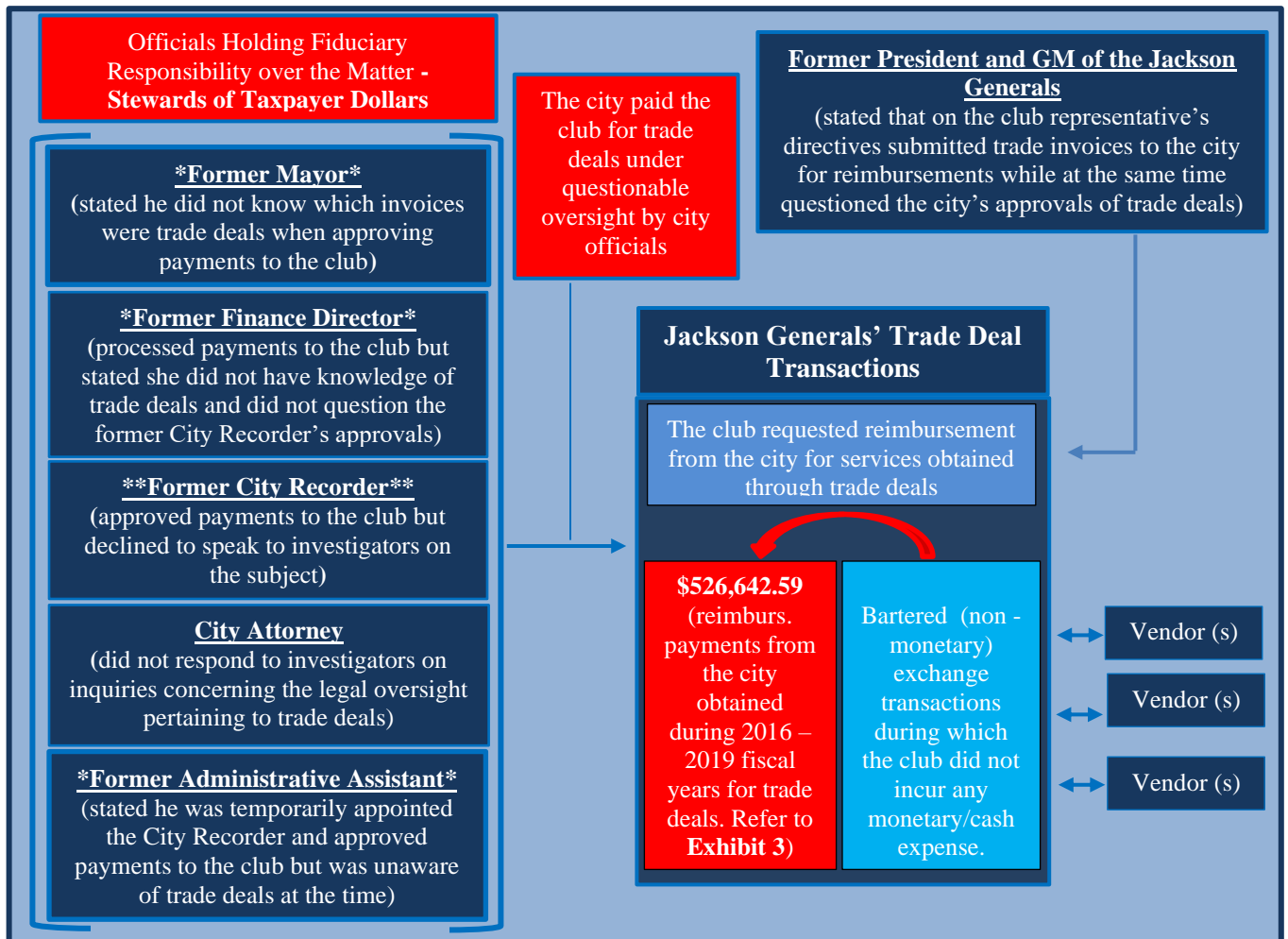
The former Mayor stated to investigators that he did not know which invoices represented trade deals when approving payments to the club, and that the former City Recorder, his designated liaison to the club, would have known this information during his approval process. The former Mayor stated that he had discussed the trade deals with the former City Recorder without providing any details of that discussion and added that he did not agree the city should be paying the club for trade transactions. The former Finance Director stated to investigators that according to the former Mayor’s directives, she only processed invoices for payments without questioning the approval decision by the former City Recorder. The former Finance Director also stated the city should not have reimbursed the club for transactions the club obtained through trade deals. A former Mayor’s Administrative Assistant informed investigators that in 2014 and 2016, he was temporarily appointed as the City Recorder due to the former City Recorder’s absence from the office. The former Administrative Assistant further stated that during that time, he approved club invoices without any backup documentation, and that he did not know which invoices represented trade deals. The former Administrative Assistant stated he was unaware at the time the city was reimbursing the club for trade deals and added that the city should not have paid the club for those transactions. A former President and General Manager (GM) of the Jackson Generals stated to investigators that while working for the club, he was submitting the trade invoices to the former City Recorder per the club representative’s directives. The former President and GM confirmed to investigators that during trade deals the club did not incur any expenses to justify the city’s reimbursement of those transactions, and he stated that the club got paid twice during those exchanges. The present Mayor stated to investigators that the former City Recorder never explained why he approved the reimbursement of the club’s invoices representing the trade deals. The present Mayor further added that the city stopped reimbursing the club for trade deals due to a lack of funding in October 2019. Investigators attempted but were unable to obtain the City

Attorney’s opinion on the legality of the reimbursements of the club’s trade deals by the city. As stated above, the former City Recorder declined to meet and be interviewed on the subject.

The former Mayor’s tenure with the City of Jackson ended in June 2019. The former City Recorder retired in May 2020.

For the summary of this issue, refer to **Exhibit 4** below.

Exhibit 4



*Personnel who stated to investigators that either the city should not have reimbursed the club for trade deals or did not agree the city should be reimbursing the club for trade deal transactions.

**Investigators located an email dated June 28, 2017 written by the former City Recorder and addressed to the former Finance Director and the former President and GM of the Jackson Generals. In the email, the former City Recorder justified the city reimbursing the club for services obtained through trade deals by stating: “. . . to my knowledge it does not matter ‘how’ the ball club paid for the service (i.e.: cash, check, trade advertising, etc.).”

As stated above, the City Council approved the annual budget and corresponding payments to the club. However, Council Members were not apprised of details of transactions to determine whether the payments they were approving were for goods and services obtained through monetary exchange or barter type transactions.

WASTE MANAGEMENT, INC. OF TENNESSEE

1. INVESTIGATORS NOTED OPERATIONAL DISCREPANCIES, MATERIAL OMISSIONS, AMBIGUITIES, AND OTHER ISSUES IN THE 2016 CONTRACT FOR SOLID WASTE COLLECTIONS

On August 1, 2016, the City of Jackson approved a 5-year contract for solid waste collection services with Waste Management, Inc. of Tennessee (Waste Management). The city awarded the contract to Waste Management through a sealed bid process approved and authorized by the City Council. The 2016 contract, a 21-page document having the highest precedence over all other contract documents used in the bid solicitation and awarding process (e.g. Contractor's Proposal, the city's Request for Proposal [RFP], General Specifications, etc.), states the following in Paragraph 4(a), *Scope of Contract – Services*:

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services necessary to satisfactorily collect all garbage and Refuse, as hereinafter defined, from all residential², commercial, and industrial locations within the corporate limits of the City of Jackson, Tennessee; . . .

Paragraph 7(b), *Residential Services - Curbside*, further states that the contractor provides collections of bulky waste³ generated at a residential unit once a week.

Investigators question the following issues with the 2016 contract between the City of Jackson and Waste Management:

- a. Operational Discrepancies and Material Omissions. The day-to-day operations pertaining to the residential bulky waste service materially differ from the provisions in the 2016 contract document. During our investigation, the city was divided into 26 service sections, and the residential bulky waste workload had been divided between Waste Management and the city's Health and Sanitation Department. (**Refer to Exhibit 5**). Neither the contract nor any contract documents elaborate on this materially significant division of the workload between the city's Health and Sanitation Department and Waste Management. This workload division was omitted from the contract documents.

² Per the 2016 contract definitions, the term *Residential Refuse or Waste* means all garbage, rubbish, and yard waste generated by a producer at a residential unit.

³ Per the 2016 contract definitions, the term *Bulky Waste* means used and discarded mattress and box springs, stoves, refrigerators, water tanks, washing machines, furniture and other waste materials.

Exhibit 5

Residential Bulky Waste Workload Allocation*	City Sections Serviced**	Number of Residential Units Serviced	Percentage of Residential Unit Serviced
Waste Management	4.5	3,937	18%
Health and Sanitation Dept.	21.5	17,955	82%
Total	26	21,892	100%

*Source: City of Jackson Health and Sanitation Department.

**The former Director of the Health and Sanitation Department could not explain how or when the city was divided into sections, or how the bulky waste workload had been divided between the city's Health and Sanitation Department and Waste Management. The former Director stated the divided workload had been a pre-established practice prior to her assuming employment with the Health and Sanitation Department.

During the period August 2016 through October 2019, the city paid Waste Management \$8,066,371.77 for collection services rendered at residential units, while the city incurred additional costs of \$5,237,631.93 (**Refer to Exhibit 6**) to provide residential bulky waste service performed by the city's Health and Sanitation Department in 21.5 city sections.

Exhibit 6

Item		Description	Costs*
Vehicles	One-time costs (capital outlay) upon purchase**	14 vehicles: 10 claw trucks (see Exhibit 7), 3 light duty trucks, and 1 dump truck	\$1,359,917.19
	Recurring costs covering 39 months (the scope period from August 1, 2016 through October 31, 2019)	Maintenance and recurring costs for above-stated 14 vehicles: fuel, lubricant, contracted services, tires, labor, and parts	\$565,085.69
Personnel		Salaries and benefits of 14 employees dedicating their time to bulky waste operations	\$1,767,640.43
Other		Costs of uniforms, insurance, and General and Solid Waste fund allocations applicable to residential bulky waste operations	\$1,544,988.62
Total			\$5,237,631.93

*Source: City of Jackson Finance Department and Health and Sanitation Department.

**The Health and Sanitation Department purchased 9 vehicles prior to August 1, 2016, and 5 vehicles after August 1, 2016. The Health and Sanitation Department used all 14 vehicles at some point during the period from August 1, 2016 through October 31, 2019.

Exhibit 7



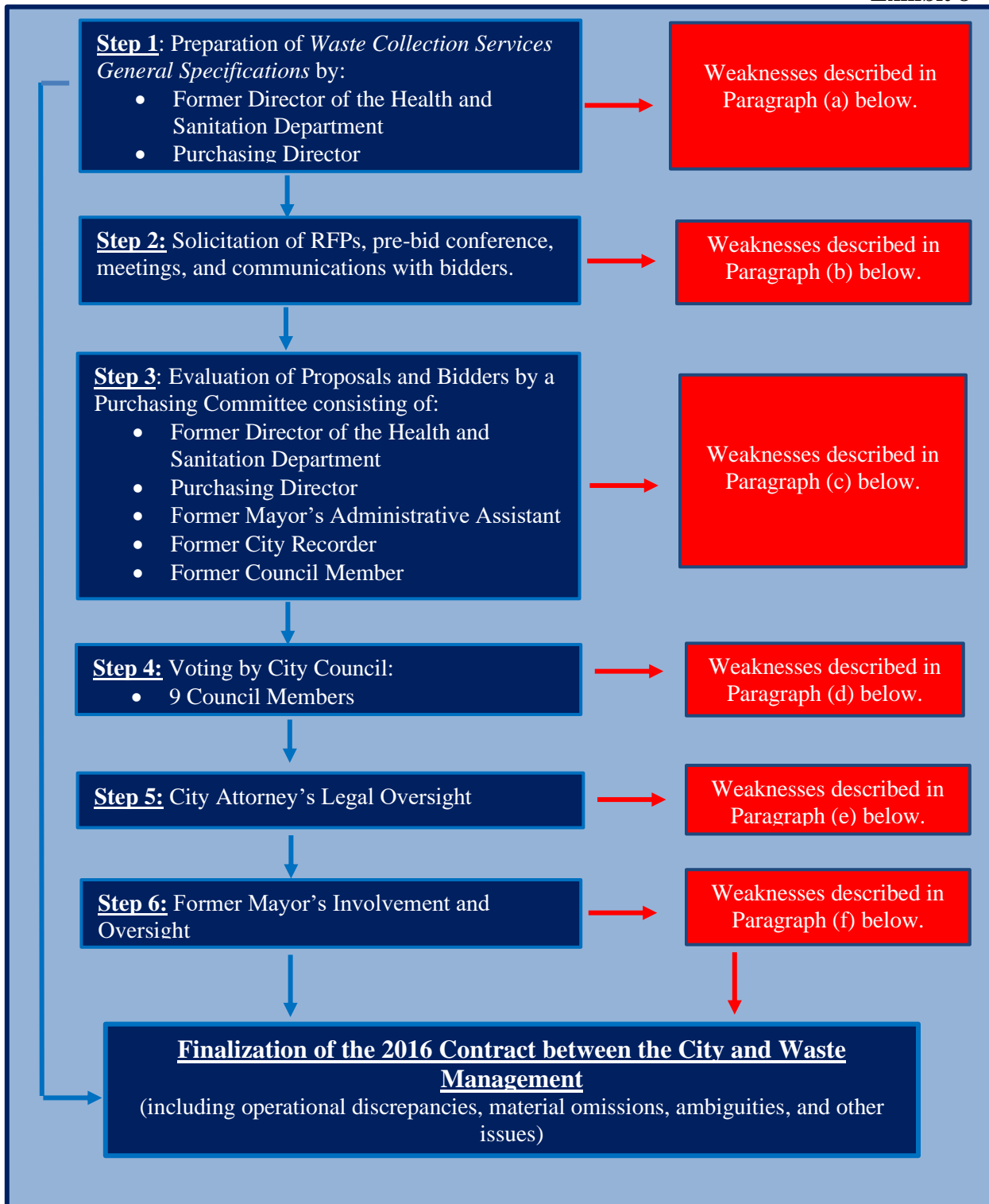
The Health and Sanitation Department's claw truck.

- b. Ambiguous and Contradictory Language. There are ambiguities and contradictory language in the contract and corresponding bid/contract documents pertaining to claw truck service terms. The scope paragraph (Paragraph 4) of the 2016 contract states the contractor will furnish all labor, tools, and equipment to service the city's needs, while the paragraph addressing the residential services (Paragraph 7) states the contractor provides two claw trucks for bulky waste services. There is a discrepancy in the wording "all equipment" versus "2 claw trucks" in the body of the contract, and similar ambiguous and contradictory language patterns exist in other documents in the bid/contract packet.
- c. Other issues. Investigators also determined that under the former Mayor's tenure and under the management of the former Health and Sanitation Director, the city performed certain tasks utilizing city assets and personnel which, by the contract terms, should have been performed by Waste Management. The 2016 contract requires the contractor to develop a report of complaints. Investigators found that the Health and Sanitation Department received all the complaints from residents and developed a listing (a report) of complaints pertaining to missed collections. Occasionally, the city utilized Health and Sanitation Department assets and personnel to address "hot" complaints for missed pick-ups by Waste Management without keeping the contractor accountable by imposing penalties or using a performance bond clause which guarantees the fulfillment of the contract.

2. INVESTIGATORS NOTED MULTIPLE ISSUES AND WEAKNESSES DURING PREPARATION OF BID DOCUMENTS, EVALUATION OF BIDDERS, VOTING PROCESS, AND FINALIZATION OF THE CONTRACT

The selection of Waste Management as the solid waste contractor preceded the following chain of events with corresponding systematic flaws and weaknesses in the process: **(Refer to Exhibit 8)**

Exhibit 8



a) The Purchasing Director with the assistance and collaboration of the former Director of the Health and Sanitation Department prepared the *Waste Collection Services General Specifications* (General Specifications) document outlining the scope of services with

associated details the city was seeking from the contractor. As the representative of the requisitioning department and the only subject-matter expert on day-to-day operations involved during this step, the former Director of the Health and Sanitation Department failed to address accurate language pertaining to residential bulky waste operations the city was seeking from the contractor during the preparation of the General Specifications document. This document included material omissions, ambiguities, and inconsistencies pertaining to residential bulky waste that carried over to the finalization of the 2016 contract document.

The former Director of the Health and Sanitation Department informed investigators that the requirement to provide at least two claw trucks was discussed with bidders during the bidding process, and that the 2016 contract was the continuation of the pre-established practice between the city and the contractor pertaining to the divided bulky waste workload in the city. She further stated that she used the previous (2006) contract to draft the current (2016) contract, and that she did not understand the contract language and relied on the legal team to address discrepancies in the process. The Purchasing Director, a key person coordinating the bid for the solid waste contract, was unaware of the divided workload pertaining to residential bulky waste operations during the entire bid process, and she thought that the bid she coordinated and oversaw would entail the contractor providing “all inclusive” collection services as stated in the scope paragraph of the contract document.

- b. *Addenda 3* (a memorandum in a Q & A [questions and answers] format clarifying various information for bidders), dated October 14, 2015, vaguely addressed the claw service requirement by stating: “Contractor will provide 2 claw trucks on four specified days by the city. The city is serviced by sections determined by the city and made available to the contractor.” This is the only documented information in a 937-page bid/contract packet that investigators were able to find referencing sections within the city.
- c. Except for the Purchasing Director who was unaware of the divided residential claw service workload during the entire bid process, the four remaining members of the Purchasing Committee knew but failed to address this inconsistency pertaining to bulky waste during the committee meetings and discussions.
- d. The majority of City Council Members were unaware of the details of the scope of services pertaining to residential bulky waste service when they voted on the 2016 contract. Council Members stated to investigators that they were either completely unaware that the Health and Sanitation Department provided residential claw services in addition to the claw services provided by Waste Management, or that they were aware that the Health and Sanitation Department provided “some” residential claw service without pertinent details. Council Members also informed investigators that during voting they either did not completely read contract/bid documents or did not correctly understand information in the documents presented to them. [Note: Of the nine Council Members that voted on the 2016 contract, one Council Member declined to meet with investigators on the subject.]
- e. The City Attorney stated to investigators that when the 2016 contract was finalized, he did not see any ambiguities or inconsistencies in the document. He further stated that he was

unaware of the exact details pertaining to the residential bulky waste service at the time the contract was finalized.

- f. The former Mayor stated to investigators that everyone involved in the process missed the language in the scope paragraph of the 2016 contract, and that neither Waste Management nor other bidders, understood that they were expected to service the residential bulky waste in the entire city limits.

In summary, the issues related to the 2016 solid waste contract between the City of Jackson and Waste Management represent preparation of inadequate and ambiguous information in the contract/bid documents, insufficient document retention practices of material events, lack of communication between the parties involved in the process, lack of due diligence and weak oversight by certain individuals, a lack of due diligence by the City Council Members, all of which contributed to the finalization of the contract document that includes material discrepancies with day-to-day operations, material omissions, ambiguities, and other issues.

Investigators determined that other bidders' proposals submitted by companies that participated in the 2015-2016 bid process for solid waste contract were consistent with the two claw trucks requirement for bulky waste service.

On February 1, 2021, the results of the investigation were presented to the Madison County Grand Jury who elected not to take any action.