

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.**

1126

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on March 19, 2024, being the third Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. **Directors:** Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

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The meeting was called to order by **President Banks**.

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The invocation was offered by **Pastor Marek Walker of Cherry Grove Baptist Church of Ward 3**.

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The Council recited the **Pledge of Allegiance**.

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The following were introduced during the meeting:

- **Council Member Hartley** stated the following:
 - Appreciation for U.S. Secretary of Housing and Development meeting with him during his visit to Washington, DC and her interest in Jackson, MS.
- **Vice President Lee** stated the following:
 - Congratulations to Jackson State University Basketball Coach Tomelia Reed and the JSU Women's Basketball Team for winning their 2nd S.W.A.C Championship.
- **President Banks** stated the following:
 - In Memory of Naru Ford

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Note: Council Member Stokes joined the meeting.

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APPROVAL OF THE FEBRUARY 26, 2024 REGULAR ZONING MEETING MINUTES.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay and Stokes.

Nays – None

Absent – Grizzell.

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APPROVAL OF THE FEBRUARY 27, 2024 REGULAR COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay and Stokes.

Nays – None

Absent – Grizzell.

APPROVAL OF THE MARCH 4, 2024 SPECIAL COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay and Stokes.

Nays – None

Absent – Grizzell.

Note: Council Member Grizzell joined the meeting.

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI TO PROHIBIT THE AWARD OF A SOLID WASTE CONTRACT TO RICHARD’S DISPOSAL INC.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Ordinance; and

WHEREAS, according to Sec. 106-111. - Removal and disposal of solid waste generally; all residential solid waste shall be collected, removed and disposed of under the auspices of the public works department of the city; and

WHEREAS, to uphold this regulation and protect the interests of Jackson's citizens, the ordinance is established to prohibit the award of the bid process for a solid waste to Richard’s Disposal Inc.

THEREFORE, IT IS HEREBY ORDAINED that the Jackson City Council hereby prohibits the award of a solid waste contract to Richard’s Disposal Inc.

Council Member Stokes moved adoption; **Council Member Hartley** seconded.

President Banks recognized **Drew Martin**, **City Attorney** and **Mayor Chokwe Antar Lumumba**, who provided comments regarding said item.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Foote, Hartley and Stokes.

Nays – Banks, Grizzell, Lee and Lindsay.

Absent – None.

Note: Said item failed due to a lack of a majority vote.

ORDER APPROVING CLAIMS NUMBER 29971 to 30044 APPEARING AT PAGES 258 TO 289 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF

MINUTE BOOK 6Y

CLAIMS”, IN THE AMOUNT OF \$12,977,218.94 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29971 to 30044 appearing at pages 258 to 289, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$12,977,218.94 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	5,644,373.70
SEIZURE & FORF PROP-FED	48,400.00
TECHNOLOGY FUND	159,803.97
PARKS & RECR. FUND	91,546.66
BUSINESS IMPROV FUND (LANDSCP)	479,373.16
LANDFILL/SANITATION FUND	1,000,363.12
STATE TORT CLAIMS FUND	18,628.54
WATER/SEWER OP & MAINT FUND	11,621.11
WATER/SEWER CAPITAL IMPR FUND	1,386.09
DISABILITY RELIEF FUND	2,255,555.48
EMPLOYEES GROUP INSURANCE FUND	143,143.92
HOUSING COMM DEV ACT (CDBG) FD	1,484.58
H O P W A GRANT – DEPT OF HUD	30,010.57
1% INFRASTRUCTURE TAX	169,744.93
TRANSPORTATION FUND	806,181.78
FONDREN BUSINESS IMPROV FUND	93,624.08
RESURFACING-REPAIR & REPL. FD	37,176.92
09 TIF BOND FUND \$407000	37,777.00
P E G ACCESS – PROGRAMMING FUND	27,246.82
MHC BLIGHT ELIMINATION PROGRAM	14,627.35
MODERNIZATION TAX	72,617.03
CDBG COVID CARES	141,280.04
ZOOLOGICAL PARK	21,838.46
AMERICAN RESCUE PLAN ACT 2021	1,091,765.54
LIBRARY FUND	171,704.16
DFA-EUBANKS HB1353	9,988.18
MDOT-CMPDD PROJECTS	183,315.46
MDOT-ERBR PROJECTS	29,364.08
BELHAVEN COMMUNITY IMPROVEMENT	102,900.99
HOME AMERICAN RESCUE PLAN	396.98
LEFLEUR EAST BUSINESS DISTRICT	79,978.24
TOTAL	<u>\$12,977,218.94</u>

Vice President Lee moved adoption; **Council Member Hartley** seconded.

President Banks recognized **Fidelis Malembeka**, **Chief Financial Officer**, who provided a brief overview of the Claims Docket at the request of **President Banks**.

Thereafter, **President Banks** called for a vote on said item:

Yeas – Banks, Grizzell, Lee and Lindsay.
Nays – Foote, Hartley and Stokes.
Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29971 TO 30044 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29971 to 30044 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$99,155.92 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,702,193.08
PARKS & RECR FUND		83,507.49
LANDFILL FUND		23,102.69
SENIOR AIDES		3,622.78
WATER/SEWER OPER & MAINT		62,633.74
PAYROLL	\$99,155.92	
HOUSING COMM DEV		4,332.47
TITLE III AGING PROGRAMS		5,945.96
TRANSPORTATION FUND		15,909.53
PEG ACCESS-PROGRAMMING FUND		5,463.73
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		30,891.51
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
TOTAL		\$2,952,754.26

Council Member Grizzell moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Hartley, Grizzell, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

There came on for consideration Agenda Item No. 9:

ORDER AUTHORIZING PAYMENT OF MEMBERSHIP FEES TO THE AFRICAN AMERICAN MAYOR’S ASSOCIATION. Said item was pulled by the Administration.

ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF FLORENE KEELER TO THE MUNICIPAL ELECTION COMMISSION.

WHEREAS, the Municipal Election Commission consists of seven (7) members nominated by the Mayor for a term of four (4) years; and

WHEREAS, there is a vacant term for Ward 6; and

WHEREAS, Florene Keeler, resident of Ward 6, after evaluation of her qualifications, has been appointed by the Mayor to fulfill the vacant term.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Florene Keeler to the Municipal Election Commission for Ward 6 to fulfill the vacant term be confirmed with said term to expire on June 30, 2025.

Vice President Lee moved adoption; **Council Member Grizzell** seconded.

President Banks recognized **Safiya Omari, Chief of Staff**, who provided a brief overview of said item.

President Banks recognized **Florene Keeler**, who gave her personal statement and answered questions posed to her by Council Members.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

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ORDER APPOINTING GLENDA CAGE BARNER TO THE JACKSON CONVENTION AND VISITORS BUREAU AS RESTAURANT AND HOSPITALITY ASSOCIATION REPRESENTATIVE.

WHEREAS, during the 2019 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years.**IT IS, THEREFORE, ORDERED** that the Mayor's appointment of Glenda Cage Barner to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2025.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

President Banks recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

President Banks recognized **Glenda Cage Barner**, who gave her personal statement and answered questions posed to her by Council Members.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER RE-APPOINTING MS. MONIQUE DAVIS, EDUCATION COMMUNITY, TO THE JACKSON CONVENTION AND VISITORS BUREAU BOARD OF DIRECTORS.

WHEREAS, the Jackson Convention and Visitors Bureau Board of Directors consists of nine Members, with each serving four-year terms: Two (2) Members representing the Hotel/Motel Industry; Two (2) Members representing the Restaurant Industry; One (1) Member representing the Business Community; One (1) Member representing the Arts Community; One (1) Member representing the Education Community; One (1) Member representing the Attractions Industry; and One (1) At-Large-Member; and

WHEREAS, the term of Ms. Monique Davis has expired, thereby creating a vacancy; and

WHEREAS, Ms. Monique Davis, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's nomination of Ms. Monique Davis to the Jackson Convention and Visitors Bureau be confirmed with said term to expire April 21, 2028.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

President Banks recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

President Banks recognized **Monique Davis**, who gave her personal statement and answered questions posed to her by Council Members.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN ENGAGEMENT AGREEMENT WITH MSE & ASSOCIATES TO PROVIDE MONIES/FUND RECOVERY SERVICES ON BEHALF OF THE CITY OF JACKSON.

WHEREAS, MSE & Associates will engage with the City of Jackson as a representative to file claims and forms with the Treasury Department of any State and other government entities that are holding monies, funds, or assets that are lawfully and legally owned by the City of Jackson or are owed to the City of Jackson; and

WHEREAS, the scope of work includes (1) location of unclaimed monies, funds, or assets owed to The City of Jackson, (2) using abilities, experience, and knowhow to recover and return monies, funds, etc. to the City of Jackson; and

WHEREAS, either party may terminate the agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination; and

WHEREAS, the parties agree that the legal relationship between MSE & Associates and the City of Jackson is strictly an independent contractor relationship. Nothing contained in the agreement shall be deemed or construed to create a joint venture, agency, partnership, or employer-contractor relationship between the Parties. Neither party shall have the power to bind the other Party in any manner. Additionally, the City of Jackson shall have no obligation to MSE & Associates with respect to the provision of any benefits (insurance, retirement, or the like), nor shall the City of Jackson have any responsibility for the payment of any taxes, fees, dues, or memberships, workers' compensation premiums, or the like, which are the sole responsibility of MSE & Associates; and

WHEREAS, the City of Jackson will compensate MSE & Associates for its services as a consultant at the rate of twenty percent (20%) of the total monetary value of the monies, payments, or funds recovered and returned by MSE & Associates and transmitted, received, and deposited into the City of Jackson's Bank Account. Payment for services rendered is due to MSE & Associates within four (4) weeks after the City of Jackson receives its' recovered funds.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to enter into an engagement agreement with MSE & Associates to provide monies/fund recovery services on behalf of the City of Jackson.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

President Banks recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of said item.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Grizzell.

Nays – Banks, Foote, Hartley, Lindsay and Stokes.

Abstention– Lee.

Absent – None.

Note: Said item failed due to a lack of a majority vote.

There came on for consideration Agenda Item No. 14:

ORDER AMENDING THE FISCAL YEAR 2023-2024 BUDGET OF THE CITY OF JACKSON TO PROVIDE FOR THE TRANSFER OF FUNDS TO THE CAPITAL CITY CONVENTION CENTER. **President Banks** stated said item would be held until later in the meeting.

ORDER AMENDING THE FISCAL YEAR 2023-2024 BUDGET OF THE DEPARTMENT OF ADMINISTRATION.

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their

discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, since the adoption of the Fiscal Year 2023- 2024 for the City of Jackson budget, the Department of Administration and Finance has experienced certain unanticipated needs that the department must address; and

WHEREAS, the Department of Administration is completely restructuring the department, which includes the creation of the following new positions: Deputy CFO, Liaison (2), Procurement Operations Manager, Fixed Asset Manager, Vender Equity Coordinator, and Fiscal Operations Manager; and

WHEREAS, the Department of Administration seeks to fund these positions, and it is estimated it will amount to Five Hundred Twenty-Four Thousand and Four Hundred Twenty-Three Dollars and Twenty-Nine Cents (\$524,423.29); and

WHEREAS, at this time, the Deputy Chief Financial Officer, Liaison (2), and Fiscal Operations Manager are the only positions the Department of Administration recommends the governing authority fund because the department will take a phased approach to reorganizing the department; and

WHEREAS, therefore, the Department of Administration is requesting to move only Two Hundred and Fifty-Nine Thousand and Seven Hundred and Six Dollars and Eighty-Two Cents (\$259,706.82), which will come from account 001.49300.6419.

WHEREAS, the Department of Administration recommends that the governing authority amend the Fiscal Year 2023-2024 for the City of Jackson's budget to provide funding for the complete reorganization of the Department of Administration and the Finance Division; and

WHEREAS, it is the Department of Administration's goal to establish processes undertaken by various departments within the city, mainly operations dealing with procurement and accounts payable; and

WHEREAS, the Department of Administration recommends to the governing authority for the city to amend its budget, as follows:

From Account	Amount	Account Description	To Account	Account Description	Amount
001.49300.6419	\$259,706.82	Other Professional Services	001.41140.6111	Salaries	\$259,706.82

WHEREAS, the estimated amount needed to completely fund a restructure and reorganization of the Department of Administration and Finance is \$524,423.29, which includes the creation of the following new positions: Deputy CFO, Liaison (2), Procurement Operations Manager, Fixed Asset Manager, Vender Equity Coordinator, and Fiscal Operations Manager; and

WHEREAS, any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration found that this intradepartmental transfer of \$259,706.82 is in statutory compliance with Section 21-35-25 of the Mississippi Code

Annotated, as amended, as there have been no other budget amendments or revisions to the fiscal year 2023-2024 budget for the Department of Administration and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the department in the fiscal year 2023-2024 budget.

NOW, IT IS THEREFORE, ORDERED that the Fiscal Year 2023-2024 budget be revised for the Department of Administration as follows:

From Account	Account Description	Amount	To Account	Account Description	Amount
001.49300.6419	Other Professional Services	\$259,706.82	001.41140.6111	Salaries	\$259,706.82

Council Member Grizzell moved adoption; Council Member Banks seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$1,225.00 TO PSI SERVICES LLC FOR TESTING FEES ASSOCIATED WITH THE FEDERAL AVIATION ADMINISTRATION UNMANNED AIRCRAFT EXAMINATION OF OFFICERS.

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the governing authorities of a municipality to adopt any orders with respect to municipal affairs which is not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the protection of life and property through effective law enforcement is a municipal affair; and

WHEREAS, the City of Jackson had seven (7) officers to attend instruction in Part 107 of the Federal Aviation Administration related to the operation of unmanned aircrafts commonly referred to as drones at Hinds Community College during the period September 13-September 16, 2023; and

WHEREAS, the Federal Aviation Administrator certifies individuals to operate unmanned aircrafts upon successful completion of the Unmanned Aircraft General small exam (UAG); and

WHEREAS, drones have been used to assist law enforcement agencies in collecting evidence, conducting surveillance, photographing traffic crash scenes, controlling crowds, and tracking prison escapees; and

WHEREAS, PSI Services LLC, whose address is 611 North Brand Boulevard, Glendale California 91203 has indicated that it can administer the test for the officers of the Jackson Police Department at a cost of \$175.00 for each officer; and

WHEREAS, the testing will occur at Hinds Community College in Raymond, Mississippi; and

WHEREAS, the total monies to be paid PSI Services LLC for the testing is \$1,225.00 (\$175 x 7); and

WHEREAS, authorizing the payment to PSI Services LLC for the testing fees is not inconsistent with the Mississippi Constitution of 1890, the Mississippi code of 1972 or any statute or law of the State of Mississippi; and

WHEREAS, a proper municipal purpose will be served by paying for the testing in contemplation of the officers receiving FAA certification; and

WHEREAS, PSI Services submitted Invoice # 04-22514151 to the City of Jackson for seven (7) vouchers related to the test; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the payment of \$1,225.00 consistent with Invoice # 04-22514151 for the seven (7) vouchers.

IT IS HEREBY ORDERED that Invoice # 04-225-14151 in the amount of \$1,225.00 may be paid for the seven (7) testing vouchers.

Council Member Stokes moved adoption; **Council Member Grizzell** seconded.

President Banks recognized **Vincent Grizzell, Assistant Chief of the Jackson Police Department**, who provided a brief overview of said item.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

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**ORDER ACCEPTING QUOTE OF QUALITY RECORDING SOLUTIONS FOR
EQUIPMENT AND SOFTWARE RELATED TO 911 RECORDINGS WITH
PLAYBACK AVAILABILITY.**

WHEREAS, equipment and software for 911 recordings with playback availability is needed in the City of Jackson's 911 Communication's Center; and

WHEREAS, pursuant to Section 31-7-13(e) of the Mississippi Code, a municipality may acquire equipment and related software by lease/purchase agreement from a third-party source after having solicited and obtained two (2) written competitive bids for such financing without advertising for the bids at any time before the purchase thereof; and

WHEREAS, the Jackson Police Department solicited and received a quote from Quality Recording Solutions, LLC related to the purchase of the equipment, support services, and cloud storage containing the following term \$8,755.00 per year for five-year commitment; and

WHEREAS, the Jackson Police Department received a second written quote from Stancil Corporation for the purchase of the equipment, support services, and cloud storage which contained the following term:

5- year program including hardware, software and maintenance at \$10,833.00 per year or \$54,166.00; and

WHEREAS, Quality Recording Solutions LLC has an address of 425 East Crossville Road, Ste 207 Roswell, GA 30075; and

WHEREAS, the quote provided by Quality Recording Solutions LLC expires 90 days from February 13, 2024; and

WHEREAS, the quote from Quality Recording Solutions LLC included the following additional provisions: (a) Can be renewed on an annual basis after the initial 5 year commitment; (b) Installation to be provided by QRS to customer installed RJ21X or 66 Block; (c) Customer's radio, telephone, CAD, and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS; (d) Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec; (e) Audio needs to be unencrypted; (f) Service if needed may be obtained by calling (877)733-7771

extension 2; (g) Equipment will be ordered and installed 30 days ARO unless agreed upon otherwise in which a written letter with requested install date will be required; (h) Payment terms are net 30 days from invoice or installation; (i) Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by other vendors; (j) If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced; and

WHEREAS, the quote from Quality Recording Solutions is the lowest and best quote received for the equipment and software; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the quote of Quality Recording Solutions.

IT IS HEREBY ORDERED that the quote received from Quality Recording Solutions may be accepted.

IT IS HEREBY ORDERED that the annual payment of \$8,755.00 per year for the five-year commitment period may be made upon receipt of the billing. The total sum paid for the five-year commitment period may not exceed \$43,775.00.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary to fulfill the purpose of this order provided it does not obligate any additional monetary expense(s) to the City of Jackson.

Council Member Grizzell moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF KIRK AUTO WORLD, INC. TO PURCHASE 2022-2025 POLICE PURSUIT VEHICLES FOR TWELVE (12) MONTHS TO BE USED BY THE CITY OF JACKSON POLICE DEPARTMENT, (BID NO. 07100-020624).

WHEREAS, on February 06, 2024, the Purchasing Department opened one (1) bid on behalf of the Jackson Police Department to purchase 2022-2025 Police Pursuit Vehicles for twelve (12) months; and

WHEREAS, Kirk Auto World, Inc., with its principal office at 1463 Commerce Street, Grenada, MS 38901, submitted the following bid:

1.	2023 or 2024 RAM SSV 1500	\$ 43,500.00
2.	2023 FORD EXPLORER PPV	\$ 43,900.00
3.	2023 FORD F-150 4X4 XL	\$ 47,990.00
4.	2023 DODGE DURANGO ADMIN V-8	\$ 42,188.00
5.	2023 DODGE CHARGER PPV – V8	\$ 37,900.00

WHEREAS, the Purchasing Department recommends that the governing authorities for the city accept Kirk Auto World, Inc.'s bid as the best and lowest bid for Police Pursuit Vehicles beginning upon the approval of the governing authority for a twelve (12) month period; and

WHEREAS, the Jackson Police Department reviewed said bids and recommends that the governing authority for the city of Jackson accept said bid.

IT IS HEREBY ORDERED that the bid of Kirk Auto World, Inc. received on February 06, 2024, for 2022-2025 police pursuit vehicles for the aforementioned make, model, and price,

be accepted as the lowest and best bid received, after being determined that said bid met the specifications and that no other bid was received.

IT IS FURTHER ORDERED that the payment for said police pursuit vehicles shall be made from the General Fund (001.442.40.6868).

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

President Banks recognized **Vincent Grizzell, Assistant Chief of the Jackson Police Department**, who provided a brief overview of said item.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AMENDING THE MARCH 29, 2022 ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN RUSSELL C. DAVIS PLANETARIUM AND STORAGEMAX FOR LEASE OF A STORAGE UNIT TO INCLUDE THE SUBSTANTIVE PROVISION OF THE RENTAL AGREEMENT AND AUTHORIZE PAYMENT OF EIGHT HUNDRED AND TWENTY-TWO DOLLARS AND NO CENTS (\$822.00).

WHEREAS, the Department of Human Cultural Services recommends that the governing authorities for the city of Jackson amend the March 29, 2022 order authorizing the mayor to execute a MOU between Russell C. Davis Planetarium and Storagemax for lease of a storage unit to clarify the substantive provisions in the Rental Agreement; and

WHEREAS, the March 29th order represented that the parties were entering into a twenty-four (24) month contract at a cost not to exceed \$4,796.00; however, the Rental Agreement states, “the term of the tenancy shall commence on the date first written above (June 1, 2022), and shall continue from the first day of the month immediately following on a month-to-month basis”; and

WHEREAS, rent is the sum of \$218.00 per month; therefore, the cost of rent shall not exceed \$2,616.00 per year; and

WHEREAS, rent shall be delinquent if not paid no later than forty-five (45) days as contemplated in Section 31-7-305 of the Mississippi Code, as amended.; and

WHEREAS, the owner may change the rent or any other charge or fee by giving the city thirty (30) days’ advance written notice. The new rent shall become effective on the first day of the next month the rent is due; and

WHEREAS, on August 26, 2022, the Department of Human and Cultural Services received a Notice of Rent Change that StorageMax were implementing a slight rate increase effective October 1, 2022, from \$218.00 to \$230.00; and

WHEREAS, on January 4, 2024, StorageMax sent a Notice of Lien Enforcement for unpaid rent from October 1, 2023, to January 1, 2024, and a lien fee for an amount of \$897.00; and

WHEREAS, StorageMax is willing to waive the \$75.00 lien fee once the governing authorities authorize payment; therefore, the Department of Human and Cultural Services recommends authoring payment of \$822.00 for unpaid rent from October 1, 2023, to January 2, 2024; and

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.**

1138

WHEREAS, the term of the Agreement is month-to-month, and the Agreement will automatically renew at the end of each monthly term on a month-to-month basis until written notice of termination is provided by either party. Thirty (30) days' advance written notice given by the Owner or Occupant to the other party will terminate the tenancy; and

WHEREAS, a copy of the Rental Agreement is attached and made part of the minutes.

IT IS, THEREFORE, ORDERED that the Department of Human and Cultural Services is authorized to pay outstanding fees of \$822.00 to StorageMax for unpaid rent.

IT IS FURTHER ORDERED that the governing authorities for the City authorize the Department of Human and Cultural Services to make payment in accordance with the terms of the Rental Agreement as presented and attached in this order.



StorageMax -Downtown

304 South State Street • Jackson Mississippi • 39201

Phone: 601-352-3844 • Fax: 601-957-1046 • E-mail: smdt@stomax.com • Website: www.stomax.com

Contract #571

Date June 1, 2022

Passcode 20051978

OCCUPANT INFORMATION:

City of Jackson/ Planetarium Address 201 E. Pascagoula

City Jackson State Mississippi Zip 39201

Res. Phone 718-362-

7718

Cell Phone 718-362-7718 E-mail:

mikew@jacksonms.gov

Driver's License No. 800517129 State Mississippi Expiration Date

Employed By City of Jackson

Wk. Phone 601-960-

1537

Work Address 201 E. Pascagoula City Jackson Mississippi 39201

Are you or your spouse in the Military/Reserves? Yes: ☐ No: ☐ If Yes, Contact information:

ALTERNATE INFORMATION: Please provide the name and address of another person in addition to yourself to whom any notices may be sent. If none, write none:

Name: David Lewis Phone: 801-960-1537 Relation to Occupant:

Address: 201 E. Pascagoula City: Jackson State: Mississippi Zip:
39201

LIENHOLDER INFORMATION: Occupant is required to disclose to the Owner any lienholder with an interest in property that is or may be stored in the self-service storage facility. Occupant represents that he/she owns or has legal possession of the personal property in his or her Space(s) and that all the personal property in his or her Space(s) is free and clear of all liens and secured interests EXCEPT for the following items (describe property and name, address, phone, and e-mail of lienholder):

Notes:

Charges due at time of Lease Signing:

Date	Quantity	Description	Amount	Tax	Total
June 1-30, 2022	rent		\$218.00		
July 1-31, 2022	rent		\$218.00		
August 1-31, 2022	rent		\$218.00		
September 1-30, 2022	rent		\$218.00		

Total move-in cost to Occupant \$872.00

The next month's rent: \$218.00 for a total of 218.00 due on the 1st of each month.

ELECTRONIC MAIL: You have provided the electronic mail address (E-mail Address) indicated above to which you want us to send all notices, including statutory notices. Since you provided an E-mail Address, the Owner may send notices to the E-mail Address provided, or to subsequent

written changes to that E-mail Address that you provide, subject to state law. By Initialing here CAH, Occupant acknowledges that the E-mail Address above is complete and correct and that the Occupant consents to receiving all notices, including statutory notices, via electronic mail (E-Mail).

NOTICE OF LIEN: THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE MISSISSIPPI LAWS ON SELF-STORAGE FACILITIES. THE OWNER HAS A LIEN UPON ALL PERSONAL PROPERTY LOCATED AT THE SELF STORAGE FACILITY FOR RENT, LATE FEES, LABOR OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO MISS. CODE. ANN. §§ 85-7-121 THROUGH 85-7-129. PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

This Rental Agreement (the "Agreement") is entered into between Occupant stated above ("Occupant") and StorageMax Downtown ("Owner") for the rental of certain premises described as: SPACE NUMBER: 02005 SIZE 10x21 located at 304 South State Street Jackson, Mississippi 39201. Owner rents to Occupant the Space subject to the following terms and conditions:

1. TERM: The term of this Agreement shall commence on the date first written above, and shall continue from the first day of the month commencing on a month-to-month basis.

2. RENT AND FEES: Rent is the sum of \$218.00 per month, payable in advance and without notice upon the 1st day of each and every calendar month to Owner's designated agent.

Rent shall be delinquent if not paid no later than forty-five (45) days as contemplated by Section 31-7-305 of the Mississippi Code, as amended. Owner reserves the right to require that the rent and other charges be paid by cash, certified check, debit card, credit card, or money order. Owner may change the rent or any other charge or fee by giving Occupant thirty (30) days' advance written notice at the address stated in this Agreement. The new rent shall become effective on the first day of the next month the rent is due. If Occupant has made advance payments, the new rental rate will be effective on the first day of the first month following the exhaustion of all of Occupant's advance payments. Failure to pay Rent and other fees charged to Occupant's account will subject the Occupant's property to lien sale proceedings pursuant to applicable state law. Rent must be paid in full and NO PARTIAL PAYMENTS will be accepted. Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop the sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property. Owner agrees and understand that in the event of a bona fide dispute as to any portion of rent, the dispute shall be settled and governed by Section 31-7-305 of the Mississippi Code, as amended. A Late Fee not to exceed 0 will be applied as additional rent if the rent payment is not received in Owner's principal office by the end of the fifth (5th) calendar day of the month for which rent is due. An additional Late Fee not to exceed \$0 will be applied as additional rent if the rent payment is not received in Owner's principal office by the end of the fifteenth (15th) calendar day of the month for which rent is due. An additional Late Fee not to exceed \$0 will be applied as additional rent if the rent payment is not received in Owner's principal office by the end of the thirtieth (30th) calendar day of the month for which rent is due. If rent remains unpaid for 45 days, a \$75.00 Lien Fee will be applied. In the event of a dishonored bank check from Occupant to Owner, Occupant agrees to pay a NSF Fee of \$40.00 as liquidated damages. Occupant shall pay in advance, a onetime Administration Fee not to exceed \$20.00. This fee is non-refundable. A Sale/Auction Fee of \$50.00 will be applied if Occupant's stored property is sold at auction. Occupant shall pay a Cut Lock Fee of \$30.00 if Occupant's lock is cut for any reason. Occupant agrees to pay a Cleaning Fee of \$100.00 if the Owner is required to clean the Space after Occupant vacates the Space. Occupant agrees to pay a Utility Charge of \$50.00 for when management has approved electricity use of tenant. Occupant agrees to pay a Dumpster Fee of \$50.00 for each occurrence when posted dumpster policies are violated.

3. USE OF SPACE AND PROHIBITED STORAGE: The Space may be used and occupied only for the storing of personal property, or the vehicle identified below, owned by Occupant. Occupant shall not use the Space for any unlawful purpose or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Facility, and will keep the Space and the Facility in good condition during the term of this Agreement. Occupant shall keep the Space and the Facility in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not use the Space for the storage of any animals, food, seed, explosives, highly flammable, dangerous, hazardous or toxic materials or substances as defined below, contraband or illegal substances, or for any commercial, industrial, manufacturing or distribution business. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of workshop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees, arising from the Occupant's lease of the Space or from any activity, work, or thing done, by the Occupant in the Space or on or about the Facility. Occupant shall not engage in any activity in the Space or at the Facility which produces any prohibited materials. There shall be NO HABITABLE OCCUPANCY of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. Occupant shall not use the Space for storage of any gasoline or other fuel oil, grease, or other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as maybe contained in the operating parts of the items stored in the Space. The Space is not appropriate for the storage of irreplaceable property such as books, writings, jewelry, art, heirlooms, collectibles, other such objects which have an unknown immediate resale market value or objects which have a special or emotional value to Occupant. The Occupant hereby waives any claim for sentimental value or emotional distress for the Occupant's emotional attachment to any property that is stored in the Space or at the Facility. Occupant shall not loiter at the Facility, spend excessive or unnecessary time in or around the Space, or interfere with the use of the Facility by other occupants. Any access to the Facility outside of access hours is considered trespassing. Without limiting the foregoing, Occupant shall not (and shall not permit any person to) use the Space in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana. Violation of any use provision in this paragraph shall be grounds for immediate termination of this Agreement.

4. ACCESS: If rent is not paid within five (5) days of the monthly due date, Occupant agrees that Owner may, without notice, deny the Occupant access to the property located at the Facility. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces as the Spaces are cross-collateralized. Occupant's access may be conditioned in any manner deemed necessary by Owner to maintain order and protect the Space and/or the Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, searching vehicles and contents, and controlling Occupant's access to and on the Facility due to Occupant's conduct. Access will be denied to any person who is under the influence of alcohol or narcotics. Owner may change the times and methods of access to the Space and/or Facility with thirty (30) days' written notice posted at the main office of the Facility or mailed as described in the Notice Provision to Occupant. No bailment or higher level of liability is created if Owner takes any action, including, but not limited to, over-locking the Occupant's lock, to deny the Occupant access to the Space. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. If Owner terminates this Agreement as provided for herein, Owner has the right to deny vehicle access entry to the Facility during the termination period and control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Facility.

5. LIMITATION OF VALUE: Because the value of personal property may be difficult or impossible to ascertain, Occupant agrees not to store property with a total value in excess of \$5,000.00 without the

prior written permission of the Owner. If such written permission is not obtained, the value of property shall be deemed not to exceed \$5,000.00 and may be worth substantially less than \$5,000. Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit which alleges wrongful or improper seizure or sale of the contents of a storage unit, is \$5,000. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any loss or damage to Occupant's property, regardless of cause.

8. PERMISSION TO COMMUNICATE: Occupant recognizes that Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing and texting Occupant (including automated calls and texts) and using social media to communicate marketing and/or other business-related communications. Occupant agrees that notices may be given by E-mail if Occupant elects to provide an E-mail Address. Occupant specifically consents to receiving text messages from Owner at the cell phone number provided by Occupant in this Agreement or at any other cell phone number provided by Occupant to Owner. Texts from Owner to Occupant may provide alerts regarding the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, rental or sales promotions from Owner, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging rates will apply to any messages received from Owner. Occupant understands that Occupant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging charges or fees generated by this service. Occupant further agrees that in the event Occupant's cell phone number changes, Occupant shall inform Owner of said change or be liable for any fees or charges incurred. OCCUPANT'S INITIALS CAJ.

7. INSURANCE: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE THAT WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS OR DAMAGE BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure insurance to protect himself and his property against all perils of whatever nature for 100% of the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Rental Agreement to the extent not prohibited by Mississippi law and it is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance to the extent not prohibited by Mississippi law. Occupant hereby releases Owner and Owner's agents and employees from any and all claims for damage or loss to stored property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Owner and Owner's agents and employees in connection with any damage which is or would be covered by any such insurance policy to the extent not prohibited by Mississippi law. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss to the extent not prohibited by Mississippi law. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause to the extent not prohibited by Mississippi. The proceeds of any insurance which may be carried by Owner against loss or damage to its building, its contents fixtures or improvements situated adjacent thereto or to the grounds shall be payable solely to Owner or its mortgagee. IN LIEU OF MEETING THIS INSURANCE OBLIGATION, OCCUPANT MAY PARTICIPATE IN THE BADER TENANT INSURANCE PLAN (THE "TENANT INSURANCE PLAN") OFFERED AT OWNER'S FACILITY. OCCUPANT AGREES AND ACKNOWLEDGES THAT IF PROOF OF INSURANCE IS NOT PROVIDED BY OCCUPANT AT TIME OF RENTAL OF THE SPACE, OCCUPANT AGREES THAT OWNER MAY ENROLL OCCUPANT IN THE TENANT INSURANCE PLAN. MADE AVAILABLE AT THE FACILITY AND OCCUPANT SHALL BE FINANCIALLY RESPONSIBLE FOR THE MINIMUM COVERAGE AVAILABLE FOR SAID INSURANCE. Should any Owner or Owner's agent or employee cause any damage to the property, then Occupant's property has ANY VALUE OR THAT THE INSURANCE PURCHASED IS SUFFICIENT TO COVER THE ACTUAL VALUE OF THE PROPERTY. IF OCCUPANT IS IN DEFAULT FOR SIXTY (60) DAYS, THE ENROLLED TENANT INSURANCE PLAN SHALL BE TERMINATED. OCCUPANT MAY CANCEL THE TENANT INSURANCE PLAN MADE AVAILABLE BY OWNER AT ANY TIME IF EVIDENCE OF THIRD PARTY INSURANCE OVER THE STORED PROPERTY IS PROVIDED TO OWNER.

3. CONDITION AND ALTERATION OF SPACE: Occupant assumes responsibility for having examined the Space and Facility and hereby accepts it as being in good order and condition. The Space is leased herein, AS IS, at the date hereof. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Should Occupant damage or depreciate the Space and/or the Facility, or make alterations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space and/or the Facility upon termination, then all costs necessary to restore the Space and/or the Facility to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Owner to deny Occupant access to the Space. Occupant agrees that should it cause any damage to the rented Space or the Facility that it will pay the invoice provided by the Owner for the costs to repair said damage, upon the approval of the governing authorities for the City of Jackson. At the expiration of this Agreement, Occupant shall surrender the Space, broom clean and in good repair, order and condition, reasonable wear and tear excepted.

9. RIGHT TO ENTER: Occupant grants Owner or Owner's agents' access to the Space upon 48 hours' advance written notice to Occupant. However, Owner, its employees or agents, and the representatives of any government authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Space, without notice, to take such action as may be necessary to preserve Owner's property in the event of an Emergency, or to comply with any applicable law, or to enforce any of Owner's rights. For the purposes of this Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other property or chattels stored in the Space. Owner may enter the Space for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition or nuisance has been created or is occurring in the Space or for repairs to the interior or door.

10. PROHIBITING ASSIGNMENT AND SUBLETTING: Occupant may not assign its rights under this Agreement or sublet the Space without the prior written consent of Owner.

11. REQUIREMENTS TO KEEP THE SPACE LOCKED: Occupant shall provide, at Occupant's own expense, a lock for the Space that the Occupant deems sufficient to secure the Space. Occupant shall use no more than one lock. If the Space is found open or if a lock is removed for an inventory or sale, Owner may, but is not required to, lock the Space at Occupant's expense, with or without notice to Occupant; provided, however, that in such event, Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock. Failure of Occupant to keep the Space locked at all times shall constitute abandonment of the Space and an immediate default under this Agreement.

12. NONLIABILITY OF OWNER: ALL PROPERTY STORED BY OCCUPANT WITHIN THE SPACE OR AT THE FACILITY SHALL BE AT OCCUPANT'S SOLE RISK. OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. The Occupant must take whatever steps he deems necessary to safeguard such property. Owner does not exercise any care, custody or control over Occupant's stored property. Owner assumes no responsibility for any loss, damage or casualty, however caused to such property and Owner is not responsible for obtaining insurance of any kind for the benefit of Occupant. Occupant understands that this Release of Owner's liability is a bargained for condition of this Agreement and Occupant's consent to enter into this Agreement, and that if Owner were not released from the liability as set forth in this Agreement, a much higher Rent would have to be agreed upon or Owner would not enter into this Agreement.

13. ELECTRICITY: Occupant is not allowed to use Owner's electricity for any purpose whatsoever unless previously arranged through Owner.

14. NOTICE; CHANGE OF ADDRESS: All notices shall be sent by certified mail, return receipt requested, to the Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be conclusively presumed to have been delivered when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. If the Occupant has provided an E-mail Address, Occupant affirmatively consents to the delivery of all notices, including statutory notices, via E-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Occupant via E-mail rather than by U.S. Mail. Occupant agrees to give written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the

Space, and any removal or addition of property to or out of the Space within ten (10) days of the change. Occupant understands he/she must either personally deliver or mail such notice by certified mail, return receipt requested, with postage prepaid to Owner at the Facility Address shown on this Agreement above or send such notice via E-mail to the E-Mail Address listed on this Agreement above. Notice to Owner may be sent to Owner via E-mail only if the E-mail is acknowledged by Owner. Owner does not recognize or acknowledge address changes unless delivered to Owner in writing and signed by Occupant or when sent by E-mail, acknowledged by Owner via E-mail. Occupant's failure to notify Owner of any change in physical or E-mail Address or telephone number or alternate name, address and telephone number shall constitute a waiver by Occupant of any defenses based on failure to receive any notice.

15. **PAYMENTS:** The Space number shall be written on the front of any check or money order payment. Payments by check over \$100.00 will be verified therefore Occupant must include valid social security number or driver's license number on each check. **FORTY-FIVE DAY DELINQUENT ACCOUNTS PAYABLE BY MONEY ORDER OR CASHIER'S CHECK ONLY.**

16. **RULES:** Owner shall have the right to establish or change the hours of operation for the Facility and to promulgate rules and regulations for the operation and good order on the Facility. Occupant agrees to follow all <Site Name> rules now in effect or that may be put into effect from time to time. Failure to abide by these rules and regulations will constitute a breach of this Agreement in the same manner as if contained herein as covenants.

17. **TERMINATION:** The term of this Agreement is month-to-month and this Agreement will automatically renew at the end of each monthly term on a month-to-month basis until written notice of termination is provided by either party. Thirty (30) days' advance written notice given by Owner or Occupant to the other party will terminate the tenancy. Notwithstanding the above, Owner may exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space or the Facility for an unlawful purpose or is found to be engaged in illegal activity in the Space or at the Facility, or if Owner deems necessary for any reason. Owner may also immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other occupants and/or the preservation of the Facility. Upon termination of this Agreement, the Occupant shall remove all property from the Space (unless such property is subject to the Owner's lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. The Space shall be returned to Owner upon termination of this tenancy in the same condition as delivered to Occupant upon the commencement of the tenancy and in broom-clean condition, empty, in good condition, and unlocked. If Occupant fails to fully remove its property from the Space within the time required, Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property. Rent and fees will continue to accrue if Occupant fails to remove personal lock. Occupant is responsible for any damage to the Space. There is no grace period; one day constitutes another month. Rent paid for month in which Occupant moves out early shall not be refunded.

18. **DEFAULT:** Occupant is in default if Occupant breaches any term or condition of this Agreement including, but not limited to the payment of rent when due. The Occupant's breach of the peace shall also constitute a default hereunder. **IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, AND CUMULATIVE THEREWITH...** All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy to the extent not prohibited by Mississippi law.

19. **OWNER'S LIEN RIGHTS: TO THE EXTENT NOT PROHIBITED BY MISSISSIPPI LAW, THE OWNER MAY HAVE A LIEN UPON ALL PERSONAL PROPERTY LOCATED AT THE FACILITY FOR RENT, LATE FEES, LABOR OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO SECTIONS 35-7-121 THROUGH 35-7-129 OF THE MISSISSIPPI CODE. PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT IF IT IS DETERMINED THAT THE OWNER HAS A LIEN FOR PERSONAL PROPERTY LOCATED AT THE FACILITY FOR RENT. IF ANY PROPERTY REMAINS UNSOLD, OWNER MAY THEN OTHERWISE DISPOSE OF SAID PROPERTY IN ANY MANNER CONSIDERED APPROPRIATE BY THE OWNER,**

INCLUDING, BUT NOT LIMITED TO, DESTROYING THE SAID PERSONAL PROPERTY. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE OCCUPANT IS REQUIRED TO NOTIFY THE OWNER, IN WRITING, OF THE NATURE OF AND IDENTIFY ANY SUCH PROPERTY PLACED IN THE LEASED SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. At any time before the sale under this section, Occupant may pay the amount necessary to satisfy the lien and redeem Occupant's personal property. Any payments made to satisfy the lien must be for the full amount owed to Owner and may only be in the form of cash or money order. Owner reserves the right to utilize on-line auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Owner's lien. **IF THE PERSONAL PROPERTY SUBJECT TO THE OWNER'S LIEN IS A VEHICLE, WATERCRAFT, OR TRAILER AND RENT OR OTHER CHARGES REMAIN UNPAID FOR SIXTY (60) DAYS, THE OWNER MAY HAVE THE VEHICLE, WATERCRAFT, OR TRAILER TOWED FROM THE FACILITY. THE OWNER SHALL NOT BE LIABLE FOR ANY DAMAGES TO THE VEHICLE, WATERCRAFT, OR TRAILER ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY**

20. **WARRANTY OF INFORMATION:** Occupant warrants all information given in this Agreement, any application preceding this Agreement and/or any other information given by Occupant on which Owner has based its decision to rent to Occupant is complete, true and accurate at the time of this Agreement.

22. **MILITARY SERVICE: IF OCCUPANT OR OCCUPANT'S SPOUSE IS IN THE MILITARY SERVICE,** Occupant must provide written notice to Owner. Owner will rely on this information to determine applicability of Servicemembers Civil Relief Act. **if Occupant is a Service Member and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant shall notify the Owner of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the police. Upon notice, Occupant is entitled to protections under covering law staying the enforcement of the Owner's lien.**

23. **STORAGE OF MOTOR VEHICLES:** Occupant shall not park any vehicle at the Facility (or permit any other party to park any vehicle at the Facility) except in areas designated by Owner and then only during such periods necessary for the performance of and while Occupant is exercising its rights, duties and obligations hereunder. Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Space allocated and referred to in this Agreement by addendum. Only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle remains stored in the Space after termination of this Agreement or upon Occupant's default for sixty (60) days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense after termination of this Agreement or upon Occupant's default. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

24. **ATTORNEYS' FEES:** In the event Owner obtains services of an attorney to recover any sums due under this Agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to Owner the reasonable costs, expenses, and attorneys' fees incurred in such actions if a Mississippi State or Federal Court located in Mississippi awards the Owner attorney fees.

25. **CHANGES:** All terms of this Agreement, including, but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days' prior written notice to Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days' prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice of termination, this change shall become effective on the date set out in the Owner's notice and shall thereafter apply to his occupancy hereunder, whether or not Occupant has agreed to the change in writing. If Occupant has made advance rental payments, the new rate will be immediately charged against such payments. Pre-paid rent cannot guarantee against future rent increases.

26. **PERSONAL AND FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any personal information (address, phone number, e-mail address, social security number) or financial information (credit card, bank account) will not be stolen or otherwise compromised.

27. **CLIMATE CONTROL:** Owner may offer either climate controlled, humidity controlled, heated only or cooled only systems (or a combination of the above) at its facilities. Said spaces are maintained depending on outside temperature and humidity. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. To the extent not prohibited by Mississippi law, the Occupant shall store their property within the Space solely at their own risk.
28. **DAMAGE TO SPACE, FACILITY OR PREMISES:** Should Occupant or its invitees or agents damage or depreciate the Space, or any area of the Facility or premises, then all costs necessary to restore the Space, Facility or premises to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Owner to deny Occupant access to the Space.
30. **ABANDONED GOODS:** In the absence of written notice to Owner to the contrary, if all property is removed from the Space and if the Occupant has failed to make his/her monthly payment before the due date, or if the Occupant has removed the lock from the Space, the Occupant shall be deemed to have abandoned the Space and all property which remains in the Space. Any personal property of Occupant which shall remain in or on the Space or at the Facility after the expiration or termination of the Agreement (other than termination of the Agreement while a default by Occupant exists) shall be considered abandoned at the option of Owner. This Agreement shall automatically terminate if the Occupant abandons the Space. Abandoned property may be sold, destroyed, or otherwise disposed of by Owner. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. There are No Rent Refunds for Partial Month Occupancies.
31. **RELEASE OF INFORMATION:** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies or courts.
32. **TIME TO FILE SUIT:** Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or employees within the statute of limitation set by Mississippi law that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.
35. **CROSS-COLLATERALIZATION OF STORAGE SPACES:** When Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.
37. **WAIVER:** No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.
38. **OCCUPANT'S LIABILITY:** In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full to the extent not prohibited by Mississippi law. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.
39. **STATE LAW TO APPLY:** This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State where the Facility is located.
40. **ACCESS TO SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER:** Owner reserves the right to deny access to the Space and/or the Facility to all occupants due to federal, state, or local emergencies or due to inclement weather. Owner shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or Facility due to federal, state, or local emergencies or inclement weather.
41. **CONDUCT:** Occupant and Occupant's guests and invitees shall behave, conduct themselves, and communicate with Owner, Owner's employees and agents, and other occupants in a professional, businesslike manner while at the Facility. Abusive or harassing language or conduct by Occupant or Occupant's guests or invitees is a breach of this Agreement. If any provision of this paragraph is violated, Owner shall have the right to immediately terminate this Agreement (including denial of vehicle gate access

to the Facility and denial of access to the Space) and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant's property from the Space and the Facility. If Occupant or Occupant's guests or invitees are in violation of this paragraph, Owner has the right to control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Facility.

42. **OWNER'S EMPLOYEES:** Should any of Owner's employees perform any services for Occupant at Occupant's request, such employees shall be deemed to be the agent of the Occupant, regardless of whether payment for such services is made or not. Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage or loss suffered by the Occupant or other persons on or within the Facility.

43. **ELECTRONIC SIGNATURE:** Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this Agreement in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Occupant and Owner. Additionally, Occupant certifies that he/she is age 18 or above.

44. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between Owner and Occupant and no oral agreements shall be of any effect whatsoever. Occupant agrees that he is not relying, and will not rely, upon any representation made by Owner or any of Owner's agents or employees purporting to modify or add to this Agreement in any manner. This Agreement may be modified only in writing. This Agreement is a contract of lease only and shall not in any way be construed as an agreement of bailment, consignment or otherwise and Owner is in no way the agent for Occupant.

I have read and understand all pages of this Agreement and understand that this written Agreement represents the entire agreement between the parties.

REMIT ALL PAYMENTS TO: StorageMax Downtown- Write Unit # 02005 on Check - See our website for online payments at www.storamax.com


Occupant


Lori A Finch for StorageMax -Downtown

StorageMax Downtown
304 South State St
Jackson, MS 39201



August 28, 2022

City Of Jackson /Planetarium
201 E. Pascagoula
Jackson, MS 39201

Notice of Rate Change

Dear City Of Jackson /Planetarium,

We want to thank you for your continued patronage. It is our pleasure to provide you with the highest quality of self-storage in both Mississippi, Alabama, and now Louisiana. To allow us to operate and make improvements that are needed to maintain StorageMax's quality of service, we will be implementing a slight rate increase effective October 01, 2022. We are currently reinvesting in our properties, their offices, technologies to improve tenant experiences, and their landscaped areas. We hope that you understand that as a business, we experience an increase in expenses, and in order to continue to provide the best self-storage experience in our area, we must implement rate increases to cover these costs.

Your Account Status is as follows:

Unit	Size	Current Balance	Current Rate	New Rate
02005	10.0 x 21.0	\$654.00	\$218.00	\$230.00
Effective Date				October 01, 2022

If you have any questions, please call your Max Manager at (601) 352-3644

Features that we are proud to offer our customers:

- **Primary Tenant Insurance Protection Plan** through Bader Insurance: This is a relatively inexpensive way of protecting your items with a minimum Bader Policy (\$11 per month for \$2000 coverage). Tenant Insurance has been found to be a tremendous benefit to Self-Storage users all across the country.
- Our **Max-Website** makes interacting with your Max-Manager very user friendly. You can pay your bill, rent or reserve a unit, or leave us a comment all with the touch of a button. Our website allows you to interact via smart phone, tablet or iPad.
- Also remember, we will mail you \$50 for referrals. Speak to Max-Manager for details.

Very truly yours,

Lori Finch
smdt@stomax.com

www.stomax.com

StorageMax Downtown
304 South State St
Jackson, MS 39201

Notice of Lien Enforcement

Via verified mail or e-mail
City Of Jackson /Planetarium
c/o: Mike Williams
201 E. Pascagoula
Jackson MS 39201

Notice Date January 4, 2024
Unit 02005

Dear City Of Jackson /Planetarium:

Your rent on the storage unit referenced above is past due and you owe total rent and other charges of \$97.00. In accordance with Mississippi law (MS Code § 85-7-121 through § 85-7-129) and your Rental Agreement, the Owner has statutory lien on all of the contents stored in the unit above. The sum due is itemized as follows:

Date	Description	Charge	Tax	Payment	Balance
10/01/2023	Rent	230.00	0.00	98.00	132.00
11/01/2023	Rent	230.00	0.00	0.00	230.00
12/01/2023	Rent	230.00	0.00	0.00	230.00
01/01/2024	Rent	230.00	0.00	0.00	230.00
01/04/2024	Lien Fee	75.00	0.00	0.00	75.00

\$97.00

Total Due \$73.00
- nothing to bill
lien fee

As provided in your Rental Agreement, you have been denied access to your storage space and you will be denied access to its contents until the above charges and any additional charges incurred hereafter are paid in full.

Owner hereby demands full payment of the total amount due, plus all additional charges incurred hereafter, by February 22, 2024 before 10:45 AM. Payment must be made by cash or money order. If full payment is not paid by this date, your personal property will be advertised for public or private sale and will be sold or otherwise disposed of at public auction through online bidding via www.storageauctions.com beginning no less than 10 days prior to auction end date, and ending on February 22, 2024 at 10:45 AM at which time a high bidder will be determined. If no person purchases the personal property at auction, it may be sold at a private sale or disposed of. Please note that partial payment of the amount due does not stop or delay the sale or disposition of the property. You may still be liable for any outstanding balance not satisfied by the proceeds of the public sale.

If you or your spouse are currently in military service, please notify us of your current military service status immediately.

We urge you to respond to this notice as soon as possible. The Owner's agent can be contacted at:

Lori Finch
StorageMax Downtown
304 South State St
Jackson, MS 39201
(601) 352-3644

lfinch@storagemax.com

Sincerely,

Manager
Lori Finch

StorageMax Downtown
304 South State St
Jackson, MS 39201

Notice of Lien Enforcement

Via verified mail or e-mail
City Of Jackson /Planetarium
c/o: Mike Williams
201 E. Pascagoula
Jackson MS 39201

Notice Date January 4, 2024
Unit 02005

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Date	Description	Charge	Tax	Payment	Balance
10/01/2023	Rent	230.00	0.00	98.00	132.00
11/01/2023	Rent	230.00	0.00	0.00	230.00
12/01/2023	Rent	230.00	0.00	0.00	230.00
01/01/2024	Rent	230.00	0.00	0.00	230.00
01/04/2024	Lien Fee	75.00	0.00	0.00	75.00

Total Due

\$97.00

As provided in your Rental Agreement, you have been denied access to your storage space and you will be denied access to its contents until the above charges and any additional charges incurred hereafter are paid in full.

Owner hereby demands full payment of the total amount due, plus all additional charges incurred hereafter, by February 22, 2024 before 10:45 AM. Payment must be made by cash or money order. If full payment is not paid by this date, your personal property will be advertised for public or private sale and will be sold or otherwise disposed of at public auction through online bidding via www.storageauctions.com beginning no less than 10 days prior to auction end date, and ending on February 22, 2024 at 10:45 AM at which time a high bidder will be determined. If no person purchases the personal property at auction, it may be sold at a private sale or disposed of. Please note that partial payment of the amount due does not stop or delay the sale or disposition of the property. You may still be liable for any outstanding balance not satisfied by the proceeds of the public sale.

If you or your spouse are currently in military service, please notify us of your current military service status immediately.

We urge you to respond to this notice as soon as possible. The Owner's agent can be contacted at:

Lori Finch
StorageMax Downtown
304 South State St
Jackson, MS 39201
(601) 352-3644

1145

**Manger
bert Mack**

https://hostedukaffon865.com/mid7fbcad/AAMkADNNAqG1NzcLWYXymINGU1NDQYWm1LWE9NGEdJzQ4VZ0CEBA_AAAAAA...

As provided in your Rental Agreement, you have been denied access to your storage space and you will be denied access to its contents until the above charges and any additional charges incurred hereafter are paid in full.

Owner hereby demands full payment of the total amount due, plus all additional charges incurred hereafter, by February 22, 2024 before 10:45 AM. Payment must be made by cash or money order. If full payment is not paid by this date, your personal property will be advertised for public or private sale and will be sold or otherwise disposed of at public auction through online bidding via https://linkproject.cudasc.com/unit?u=https%3a%2f%2fwww.storageauctions.com&u=E1HEosUslitdoV500xt-nSygm85DOChE#Eh11XuGIXkXPaG3_tVseH7h79B8sfkoZVP-MbiWnnGG7L5in4b5-s5htf-mbKq_EdovE-iKu7ifswL9X9I_1A&type=1, beginning no less than 10 days prior to auction end date, and ending on February 22, 2024 at 10:45 AM at which time a high bidder will be determined. If no person purchases the personal property at auction, it may be sold at a private sale or disposed of. Please note that partial payment of the amount due does not stop or delay the sale or disposition of the property. You may still be liable for any outstanding balance not satisfied by the proceeds of the public sale.

If you or your spouse are currently in military service, please notify us of your current military service status immediately.

We urge you to respond to this notice as soon as possible. The Owner's agent can be contacted at:

Lori Finch
StorageMax Downtown
304 South State St
Jackson, MS 39201
(601) 352-3644
smdt@stomax.com

Sincerely,

Manager
Lori Finch

INVOICE

MAKE CHECK PAYABLE TO:
StorageMax Downtown
304 South State St
Jackson Ms 39201

Unit(s) 02005
Tenant 200432
Invoice
Invoice Date October 10, 2023
Due Date January 1, 2023

Amount Due **\$3,122.00**

c/o: Mike Williams
City Of Jackson /Planetarium
201 E. Pascagoula
Jackson, MS 39201

☐ Please check box if address is incorrect and indicate change. Signature is required to authorize address changes.

Signature

AMOUNT ENCLOSED \$

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

DATE	PERIOD	TYPE / SERVICE	AMOUNT	TAX	TOTAL
02005	10/1/2023	Rent 10/1-10/31	132.00	0.00	132.00
02005	11/1/2023	Rent 10/1-10/31	230.00	0.00	230.00
02005	12/1/2023	Rent 12/1-12/31	230.00	0.00	230.00
02005	1/1/2024	Rent 1/1-1/31	230.00	0.00	230.00
02005	2/1/2024	Rent 2/1-2/29	230.00	0.00	230.00
02005	3/1/2024	Rent 3/1-3/31	230.00	0.00	230.00
02005	4/1/2024	Rent 4/1-4/30	230.00	0.00	230.00
02005	5/1/2024	Rent 5/1-5/31	230.00	0.00	230.00
02005	6/1/2024	Rent 6/1-6/30	230.00	0.00	230.00
02005	7/1/2024	Rent 7/1-7/31	230.00	0.00	230.00
02005	8/1/2024	Rent 8/1-8/31	230.00	0.00	230.00
02005	9/1/2024	Rent 9/1-9/30 12th month free	0.00	0.00	0.00
02005	10/1/2023	Rent 10/1-10/31	230.00	0.00	230.00
02005	11/1/2023	Rent 11/1-11/30	230.00	0.00	230.00
02005	12/1/2023	Rent 12/1-12/31	230.00	0.00	230.00
Subtotal					\$3122.00
Taxes					\$ 0.00
Balance Due					\$ 3,122.00

Please remit the total due amount of **\$3,122.00** to the above address.

REFERRALS PAY OFF!!! Send your friends and collect your bonus.

For inquiry, call (601) 352-3644

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Abstention– Stokes.

Absent – None.

ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF TWO HUNDRED AND FORTY-THREE DOLLARS (\$243.00) TO TRIO COMMUNITY MEALS FOR FOOD AND BEVERAGES PROVIDED TO SPECIAL GUESTS DURING THE ANNUAL SENIOR APPRECIATION DAY.

WHEREAS, Section 17-3-1 of the Mississippi Code authorizes the mayor and board of aldermen or board of commissioners of any municipality in the State of Mississippi to expend money not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, Annual Senior Appreciation Day is held each May in observance of Older Americans Month; and

WHEREAS, on Wednesday, May 18, 2022, the City of Jackson Department of Human and Cultural Services Senior Services Division hosted its annual Senior Appreciation Day to acknowledge the numerous contributions of its senior citizens; and

WHEREAS, the Department of Human and Cultural Services, the Senior Services Division, paired with special guests from the Lower Ninth Ward Senior Center in New Orleans, Louisiana, to host the Annual Senior Appreciation Day in the city to advance the moral and other interests of the city of Jackson and to promote Jackson and to bring into favorable notice the opportunities, possibilities, and resources of the city; and

WHEREAS, the Department of Human and Cultural Services Senior Services Division recommends that the governing authority for the city of Jackson find that the payment of Two Hundred and Forty-Three Dollars (\$243.00) to TRIO Community Meals for food and beverages provided to the special guests during the Annual Senior Appreciation Day advertised and brought favorable notice to the opportunities and resources of the city of Jackson, and; therefore, the mayor is authorized under Section 17-3-1 to expend such funds; and

WHEREAS, TRIO Community Meal's invoice is as follows:

Date	Items	Qty	Price	Total
05/18/2022	Beverages	100.00	\$3.3300	\$33.00
05/18/2022	Picnic Lunches	60.00	\$3.5000	\$210.00
	Total Charges Due:		\$243.00	

IT IS HEREBY ORDERED that the governing authorities for the city of Jackson find that the payment of Two Hundred and Forty-Three Dollars (\$243.00) to TRIO Community Meals for food and beverages provided to the special guests during the 2022 Annual Senior Appreciation Day in the city was to promote networking with other senior centers and brought favorable notice to the city of Jackson.

IT IS FURTHER ORDERED that the payment is authorized and shall be taken from the General Fund.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER RATIFYING PAST PLUMBING SERVICES AND REPAIR WORK PERFORMED BY UNITED PLUMBING & HEATING COMPANY AND APPROVING PAYMENT FOR SAME FOR EMERGENCY PLUMBING REPAIRS PERFORMED AT THE PETE BROWN GOLF FACILITY IN THE TOTAL AMOUNT OF SIX THOUSAND SIX HUNDRED AND SIXTY-SIX DOLLARS (\$6,666.00).

WHEREAS, the City of Jackson owns the Pete Brown Golf Course located at 3200 Woodrow Wilson Avenue, Jackson, Mississippi; and

WHEREAS, United Plumbing and Heating Company (United Plumbing) provided emergency repair services to several water leaks in pipes connected to the golf course's sprinkler system; and

WHEREAS, United Plumbing is an active vendor (vendor number 69412) with the City of Jackson; and

WHEREAS, United Plumbing is a Mississippi for-profit corporation created pursuant to the Laws of the State of Mississippi on October 19, 1973, and is currently in good standing with the Mississippi Secretary of State; and

WHEREAS, the first water leak, located on the driving range, was repaired on March 1, 2023; and

WHEREAS, United Plumbing submitted Invoice No. I011938-2 to the Parks and Recreation Department in the amount of two thousand five hundred dollars (\$2,500.00) for the plumbing repairs made on March 1, 2023; and

WHEREAS, the second water leak, located on hole number 12 next to the green, was repaired on August 18, 2023; and

WHEREAS, United Plumbing, while investigating the leak on hole number 12, also located a broken water main, United Plumbing made repairs to said water main; and

WHEREAS, United Plumbing submitted Invoice No. I012872-1 to the Parks and Recreation Department in the amount of two thousand four hundred seventy-nine dollars (\$2,479.00) for the plumbing repairs made on August 18, 2023; and

WHEREAS, on August 21, 2023, United Plumbing returned to hole number 12 and completed further repairs to the water line thereby completing the work; and

WHEREAS, United Plumbing submitted Invoice No. I012872-2 to the Parks and Recreation Department in the amount of one thousand six hundred eighty-seven dollars (1,687.00) for the plumbing repairs made on August 21, 2023; and

WHEREAS, it is in the best interests of the City of Jackson that the above-described professional plumbing services provided by United Plumbing be ratified and that payments for said services be approved and made to United Plumbing (vendor number 69412).

IT IS HEREBY ORDERED that United Plumbing's professional plumbing services described above, and detailed in the submitted invoices, is ratified.

IT IS FURTHER ORDERED that payment in the total amount of six thousand six hundred sixty-six dollars (\$6,666.00) be made to United Plumbing (vendor number 69412) for the above-described plumbing services made at the Pete Brown Golf Facility and that payment shall be made in the manner described below:

1. Payment in the amount of four thousand one hundred sixty-six dollars (\$4,166.00) for other repairs and maintenance is to be made from account number 005-504.30-6317; and

2. Payment in the amount of two thousand five hundred dollars (\$2,500.00) for professional services is to be made from account number 005-504.30-6419.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

President Banks recognized **Abram Muhammad, Director of Parks and Recreation** and **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER REQUESTING APPROVAL TO RATIFY INVOICES AND PAYMENTS FOR A HVAC SYSTEM AND OTHER OPERATING SUPPLIES PROVIDED TO AND INSTALLED BY CITY OF JACKSON CARE MAINTENANCE DIVISION, TO ACME REFRIGERATION, LLC. IN THE AMOUNT OF SEVEN THOUSAND SEVEN HUNDRED FIVE DOLLARS AND THIRTY CENTS (\$7,705.30) AT THE JACKSON ZOO.

WHEREAS, Acme Refrigeration, LLC. (Acme Refrigeration) is an active vendor (no. 69978) with the City of Jackson; and

WHEREAS, Acme Refrigeration is a Limited Liability Company created pursuant to the Laws of the State of Mississippi on May 05, 2021, and is currently in Good Standing with the Mississippi Secretary of State; and

WHEREAS, Acme Refrigerator quoted and provided a HVAC system and other operating supplies to the City of Jackson Care Maintenance Division to be installed and operating at the Jackson Zoo; and

WHEREAS, on June 01, 2023 Acme Refrigeration invoiced (S769908) the Jackson Zoo for a Mitsubishi MUZ-GS30NA-U1 30,000 BTU/H Heat Pump Outdoor Unit and Wall Mount with fifty-five dollars and fifty-nine cents (\$55.59) surcharge, totaling two thousand eight hundred thirty-four dollars and eighty-three cents (\$2,834.83); and

WHEREAS, a requisition was not submitted for a purchase order for the HVAC system and wall mount listed on Acme Refrigeration's invoice no. S769908; and

WHEREAS, on June 01, 2023 Acme Refrigeration invoiced (S882741) the Jackson Zoo for operating supplies (such as refrigerant, line sets, round caps, etc.), which was approved for purchase by the City of Jackson Purchasing Department with purchase order no. 23001311 in the amount of two thousand five hundred forty-two dollars and thirty-three cents (\$2,542.33), including a surcharge of forty-nine dollars and eighty-five (\$49.85); and

WHEREAS, purchase order no. 23001311 was closed out by the Department, due to the invoice not being submitted by Acme Refrigeration to the Parks and Recreation Department within the closed of FY2023 Budget; and

WHEREAS, on June 12, 2023 Acme Refrigeration invoiced (S877364) the Jackson Zoo for operating supplies (such as nitrogen, a core kit, round caps, filter, etc.), in the amount of two thousand three hundred twenty-eight dollars and fourteen cents (\$2,328.14), including a surcharge of forty-five dollars and sixty-five (\$45.65); and

WHEREAS, a requisition was not submitted for a purchase order for the operating supplies listed on Acme Refrigeration's invoice no. S877364; and

WHEREAS, it is in the best interests of the City of Jackson that the payment for the above-described HVAC system and other operating supplies be approved and made to Acme Refrigeration, LLC (vendor no. 69978).

IT IS HEREBY ORDERED that the payment in the total amount of seven thousand seven hundred five dollars and thirty cents (\$7,705.30) be made to Acme Refrigeration, LLC (vendor no. 69978) for the above-described HVAC system and other operating supplies provided to and installed at the Jackson Zoo and that payment shall be made in the manner described below:

1. Payment in the amount of two thousand seven hundred seventy-nine dollars and twenty-four cents (\$2,779.24) for a HVAC system to be made from account number 390-498.00-6240; and
2. Payment in the amount of four thousand seven hundred seventy-four dollars and ninety-seven cents (\$4,774.97) for the operating supplies be made from account number 390-498.00-6299; and
3. Payment in the amount of one hundred fifty-one dollars and nine cents (\$151.09) for surcharges to be made from account number 390-498.00-6422.

Council Member Grizzell moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

**ORDER REQUESTING THE APPROVAL OF PROFESSIONAL SERVICES
FROM “CLEAR CUT FORESTRY MULCHING” RELATED TO THE CUTTING,
REMOVING, AND CLEARING OF DEBRIS AT LIVINGSTON PARK.**

WHEREAS, Livingston Park has several areas in need of maintenance/landscaping, such as the removal of excess vegetation, bushes, vines, and small trees; and

WHEREAS, the Parks and Recreation Department requested a quote from Clear Cut Forestry Mulching (Clear Cut) and Four Seasons Enterprise LLC (Four Seasons) for the maintenance/landscaping described above; and

WHEREAS, Clear Cut provided the Parks and Recreation Department a quote totaling ten thousand dollars (\$10,000.00); and

WHEREAS, Four Seasons provided the Parks and Recreation Department a quote totaling twenty-eight thousand six hundred and fifty dollars (\$28,650.00); and

WHEREAS, the Parks and Recreation Department accepted Clear Cut’s quote because it was the lowest of the two; and

WHEREAS, Clear Cut is an active vendor with the City of Jackson (vendor number 401325); and

WHEREAS, Clear Cut is a Limited Liability Company, currently in Good Standing with the Mississippi Secretary of the State, created pursuant to the Laws of the State of Mississippi on June 1, 2015; and

WHEREAS, Clear Cut’s quote included the following scope of work to be performed at Livingston Park: (1) clear all vegetation, bushes, vines, and small trees up to six (6) inches in diameter located around the pond (in areas where equipment can be used without becoming stuck) and (2) cut and remove crepe myrtle trees and grind all crepe myrtle stumps on the west side of the park’s main entrance; and

WHEREAS, it is in the best interests of the City of Jackson that Clear Cut be approved to perform the above-described maintenance/landscaping work in Livingston Park to provide a clean and safe environment for park patrons and that prompt payment be made to Clear Cut for its services.

IT IS HEREBY ORDERED that Clear Cut’s above-described quote for maintenance/landscaping work to be performed at Livingston Park is approved and that payment

in the amount of ten thousand dollars (\$10,000.00) be made to Clear Cut from account number 401-501.30-6419.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) needed to effectuate the above professional services that are to be performed by Clear Cut.

Vice President Lee moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER REQUESTING THE MAYOR'S EXECUTION OF A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON AND LEAVELL WOODS-SYKES BASEBALL ASSOCIATION INC FOR THE NON-EXCLUSIVE USE OF CERTAIN BASEBALL FIELDS LOCATED AT LEAVELL WOODS PARK.

WHEREAS, the City of Jackson owns public property located at 347 Dona Drive, Jackson, Mississippi which is commonly referred to as Leavell Woods Park; and

WHEREAS, Leavell Woods Park has certain fields that may be utilized for baseball-related activities; and

WHEREAS, Leavell Woods-Sykes Association Inc. (Association) is a non-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on March 16, 1984; and

WHEREAS, the City of Jackson acknowledges Eric Barbour as the current President of the Association; and

WHEREAS, the Association would like to utilize the City's baseball fields located at Leavell Woods Park for practice and other baseball-related activities; and

WHEREAS, the City of Jackson requires, and the Association has in place, a liability insurance policy with the City of Jackson listed as an additional insured and the Association agrees to maintain this insurance for the duration of the agreement; and

WHEREAS, Section 21-27-1 of the Mississippi Code prohibits a municipality from granting to a person, firm, or corporation the exclusive right to use or occupy public places; and

WHEREAS, the City of Jackson is authorized by law to grant the Association with a non-exclusive right to use its baseball facilities; and

WHEREAS, the parties have reached an agreement concerning the use of the public municipal facilities located at Leavell Woods Park (Facility Use Agreement); and

WHEREAS, the Association shall have the non-exclusive use of certain baseball fields located at Leavell Woods Park from the date of the Mayor's execution of the Facility Use Agreement until and including December 31, 2024; and

WHEREAS, the City does not grant the Association exclusive of the Leavell Woods Park baseball fields and does not favor the Association over other similarly situated organizations or groups; and

WHEREAS, the Association agrees and understands that other similarly situated organizations or groups may be granted use of the baseball fields upon the same or similar terms as the Association's use; and

WHEREAS, the Association will not make permanent physical improvements to the facilities prior to obtaining written consent from the Director of the Department of Parks and Recreation; and

WHEREAS, the Association agrees that should any permanent physical improvements be agreed upon by the City and the Association, the Association shall make any such physical improvements in accordance with all applicable building, plumbing, gas, and electrical codes of the City and that any such improvements to the facilities shall thereafter become the property of the City; and

WHEREAS, the Association may charge and collect a reasonable admission fee for attendance to its baseball events which shall be used to cover the costs of the Association's personnel, participant uniforms, equipment, and other such expenses incurred by the Association in the operations of its baseball activities; and

WHEREAS, the Association shall arrange for the attendance and compensation of any referees and officials, or any other such person, for its baseball activities and shall ensure that any such personnel have the required certifications and/or qualifications to coach, officiate, and manage baseball games and activities; and

WHEREAS, the City may, at any time, enter the facilities to care for, inspect, or manage the same; and

WHEREAS, the City may, in its sole discretion, cut grass, repair, and perform maintenance at the facilities but has no contractual obligation to the Association to perform said work; and

WHEREAS, the Association expressly releases the City, its agents, officers, and employees from any claim(s) of damage, or actual damage, to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses, and losses incurred by the City because of the Association's performance, or nonperformance, of this Agreement; and

WHEREAS, this Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party; and

WHEREAS, the Association shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title such that the Association agrees that it shall not, on the grounds of race, color, age, sex, religion, handicap, or national origin, exclude a person from participation in its activities at the facilities; and

WHEREAS, it is of great value to the City of Jackson to have its children engaged in organized sporting/outdoor activities in that it provides benefits to the children's physical and mental health and assists in building camaraderie and the development of teamwork skills; and

WHEREAS, it is in the best interests of the City of Jackson for the Mayor to execute the Facility Use Agreement described in the Order above.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a non-exclusive Facility Use Agreement between the City and the Association for the use of baseball facilities located at Leavell Woods Park for a term running from the date of the Mayor's signature until and including December 31, 2024; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) needed to effectuate the above-described Facility Use Agreement.

Council Member Banks moved adoption; **Council Member Grizzell** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

* * * * *

**ORDER REQUESTING RATIFICATION OF PAST PROFESSIONAL SERVICES
AND APPROVING PAYMENT IN THE AMOUNT OF ONE HUNDRED AND
FIFTY DOLLARS (\$150.00) TO INTEGRATED PEST CONTROL MAINTENANCE**

LLC FOR EMERGENCY PEST CONTROL SERVICES PERFORMED AT BOTH CHAMPION AND SYKES GYMNASIUMS.

WHEREAS, the Parks and Recreation Department opened both Champion and Sykes Gymnasiums to citizens for use as shelters during the January 2024 freeze; and

WHEREAS, Champion and Sykes Gymnasiums were used as shelters for approximately six (6) days; and

WHEREAS, both gymnasiums were filled to capacity; and

WHEREAS, the Parks and Recreation Department requested that Integrated Pest Control Maintenance LLC (Integrated Pest) provide pest control services at both facilities after they were no longer in use as shelters; and

WHEREAS, Integrated Pest is an active vendor (vendor number 69106) with the City of Jackson; and

WHEREAS, Integrated Pest is a Limited Liability Company created pursuant to the Laws of the State of Mississippi on March 28, 2012, and is currently in Good Standing with the Mississippi Secretary of State; and

WHEREAS, Integrated Pest has an agreement approved by the City Council and executed by the Mayor to maintain commercial pest control services at seventeen (17) Parks and Recreation facilities on a monthly or bi-monthly basis; and

WHEREAS, Integrated Pest's services provided at the gymnasiums described above fall outside of the agreed upon regularly scheduled pest control services; and

WHEREAS, Integrated Pest provided an invoice (invoice number 62821) to the Parks and Recreation Department for pest control services performed at Sykes Gymnasium on January 23, 2024, in the amount of seventy-five dollars (\$75.00); and

WHEREAS, Integrated Pest provided an invoice (invoice number 62822) to the Parks and Recreation Department for pest control services performed at Champion Gymnasium on January 23, 2024, in the amount of seventy-five dollars (\$75.00); and

WHEREAS, it is in the best interests of the City of Jackson that the above-described professional pest control services be ratified, and that payment be approved and made to Integrated Pest.

IT IS HEREBY ORDERED that the above-described professional pest control services performed by Integrated Pest are ratified and that payment in the total amount of one hundred fifty dollars (\$150.00) is approved and shall be made to Integrated Pest (vendor number 69106) in the manner described below:

1. Payment in the amount of one hundred fifty dollars (\$150.00) for commercial pest control services to be made from account number 005-501.10-6419.

Council Member Grizzell moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES PURCHASE ORDER REQUEST AND RATIFY SERVICES PROVIDED BY STAFFERS FOR TEMPORARY STAFFING SERVICES TO THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

WHEREAS, on August 30, 2022, the Jackson City Council authorized the Mayor to execute a contract with Staffers to secure temporary staffing service for City Departments; and

WHEREAS, the Department of Planning and Development notified the Department of Human Resources for a need for staffing services; and

WHEREAS, Staffers provided the Department of Planning and Development with an employee to provide temporary staffing services, and the 2022 contract expired in September 2023; and

WHEREAS, the OED temporary employee continued to perform duties; and

WHEREAS, on September 26, 2023, the Jackson City Council authorized the Mayor to execute a new contract with Staffers to secure temporary staffing service for City Departments; and

WHEREAS, Staffers has provided the Department four invoices totaling Two Thousand Three Hundred Nineteen Dollars and Seventy-five Cents (\$2,319.75) for services rendered; and

WHEREAS, it is the Department's intention to provide a professional service purchase order to Staffers for services rendered after the expiration of the 2022 contract and prior to the execution of the 2023 contract; and

WHEREAS, the total amount of the purchase order is Two Thousand Three Hundred Nineteen Dollars and Seventy-five Cents (\$2,319.75), which will be covered by the CDBG-CV budget.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with Staffers for the temporary staffing services rendered.

IT IS FURTHER ORDERED that the total amount expended to Staffers during the term of this professional services purchase order shall not exceed Two Thousand Three Hundred Nineteen Dollars and Seventy-five Cents (\$2,319.75).

Vice President Lee moved adoption; **Council Member Grizzell** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF THE LIMITED REPAIR PROGRAM IN THE DEPARTMENT OF PLANNING

WHEREAS, 2019 and 2022 Annual Action plans have collectively allocated one million nineteen thousand twenty-seven dollars and eighty-six cents (\$1,019,727.86) for the Office of Housing and Community Development's limited repair program for eligible households in the city of Jackson; and

WHEREAS, on April 28, 2023 the Office of Housing and Community Development received three (3) quotes from qualified, licensed, and certified contractors, to complete electrical, mechanical, plumbing, interior general, exterior general renovations of the property located at 1623 Wood Street Jackson, MS 39203; and

WHEREAS, on May 23, 2023, the city received a letter of acceptance from Multi-Con, Inc. accepting the award amount of seventy-four thousand six hundred ninety-seven (\$74,697) for 1623 Wood Street Jackson, MS 39203.

IT IS FURTHER ORDERED that the total amount shall not exceed seventy-four thousand six hundred ninety-seven (\$74,697) for the entire project, this amount includes any authorized change orders which cannot exceed Five Thousand Dollars (\$5,000.00) per bid with the proper supporting documentation evidencing a need.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary to enter into an Agreement with Multi-Con, Inc. for the use of general funds for the repair of one property located at 1623 Wood Street Jackson, MS 39203.

Council Member Lindsay moved adoption; **Council Member Grizzell** seconded.

President Banks recognized **Reginald Jefferson, Deputy Director of Housing and Community Development**, who provided a brief overview of said item.

President Banks recognized **Vice President Lee** who moved; seconded by **Council Member Lindsay** to amend said item in the 1st WHEREAS to change "one million nineteen thousand twenty-seven dollars and eighty-six cents" to "one million nineteen thousand seven hundred twenty-seven dollars and eighty-six cents". The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

Thereafter, **President Banks** called for a vote on said item as amended:

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF THE LIMITED REPAIR PROGRAM IN THE DEPARTMENT OF PLANNING.

WHEREAS, 2019 and 2022 Annual Action plans have collectively allocated one million nineteen thousand seven hundred twenty-seven dollars and eighty-six cents (\$1,019,727.86) for the Office of Housing and Community Development's limited repair program for eligible households in the city of Jackson; and

WHEREAS, on April 28, 2023 the Office of Housing and Community Development received three (3) quotes from qualified, licensed, and certified contractors, to complete electrical, mechanical, plumbing, interior general, exterior general renovations of the property located at 1623 Wood Street Jackson, MS 39203; and

WHEREAS, on May 23, 2023, the city received a letter of acceptance from Multi-Con, Inc. accepting the award amount of seventy-four thousand six hundred ninety-seven dollars and zero cents (\$74,697.00) for 1623 Wood Street Jackson, MS 39203.

IT IS FURTHER ORDERED that the total amount shall not exceed seventy-four thousand six hundred ninety-seven dollars and zero cents (\$74,697.00) for the entire project, this amount includes any authorized change orders which cannot exceed Five Thousand Dollars (\$5,000.00) per bid with the proper supporting documentation evidencing a need.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary to enter into an Agreement with Multi-Con, Inc. for the use of general funds for the repair of one property located at 1623 Wood Street Jackson, MS 39203.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO AMEND THE EXECUTED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE.

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires information, management, and technical assistance to help design and implement local economic inclusion strategies that close racial and economic equity gaps for residents and businesses of color; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI) is available to assist the City of Jackson in deepening local capacity, building leadership skills to support strategy development and implementation based on economic inclusion, and assessing strategies and policies to create greater economic opportunity and resilience for communities of color; and

WHEREAS, the City will be required to share data with NLCI-SCEI to support its initiative goals, which includes completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, on July 19, 2022, the Jackson City Council authorized the execution of a Memorandum of Understanding with NLC-SCEI accepting Thirty Thousand Dollars and Zero Cents (\$30,000.00) for project planning, implementation, and inventory for the program beginning March 3, 2022 through October 31, 2022; and

WHEREAS, the National League of Cities, in partnership with the W. K. Kellogg Foundation and Annie E. Casey Foundation, continually awards the SCEI cohort with additional funding; and

WHEREAS, on January 17, 2023, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLC-SCEI applying and accepting an additional Five Thousand Dollars and Zero Cents (\$5,000.00) for conducting a baseline assessment of local economic inclusion needs and assets, totaling a grant award amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000) for the program beginning March 3, 2022 through October 31, 2022; and

WHEREAS, on December 5, 2023, NLC-SCEI notified the Deputy Director of OED that the grant period would be extended to March 1, 2024 and that the grant award has increased Ten Thousand Dollars and Zero Cents (\$10,000.00), totaling a grant award amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) for planning, implementation, and assessment; and

WHEREAS, on January 18, 2024, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLC-SCEI and that the grant award has increased Ten Thousand Dollars and Zero Cents (\$10,000.00), totaling a grant award amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000) for the program ending March 1, 2024; and

WHEREAS, on December 5, 2023, NLC-SCEI notified the Deputy Director of OED that the grant period would be extended to July 1, 2024 for planning, implementation, and assessment.

NOW THEREFORE IT IS HEREBY ORDAINED that the Mayor is authorized to execute an amended Memorandum of Understanding (MOU) with NLC-SCEI for participation in the NLC-SCEI program for the term ending July 1, 2024.

Council Member Grizzell moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None
Absent – None.

**ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM
VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS
FROM THE DEPARTMENT OF PUBLIC WORKS.**

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of certain parts to make repairs to City vehicles and found it necessary to send certain City vehicles for outside repairs; and

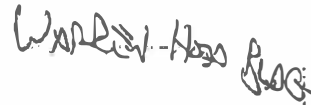
WHEREAS, due to exigent circumstances, the procurement of these necessary parts and repairs was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the parts and repairs set forth in certain invoices attached hereto were provided to the Department of Public Works, Municipal Garage Division, and the in-house and outside repairs have been completed.

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Advanced Auto Parts	\$9,503.75
Mac Haik Dodge	\$5,214.00
Johnstone Supply	\$398.88
Calhoun Fence Inc.	\$4,922.00
O'Reilly Auto Parts	\$216.88
Hydraulic Service & Supply	\$2,970.22
Sansom Equipment Co.	\$4,965.27
Mac Haik Ford	\$16,719.94
Coke Boring	\$12,328.88
Bumper to Bumper	\$7,524.13
Certified Laboratories	\$1,179.51
Total	\$65,943.46

1158



Subscriber Name:

MERCHANDISE SUBTOTAL		142.35
TOTAL INVOICE		142.35
Tender Type	AAP Charge Account 3155 686738	142.35
CHANGE		0.00



D20HN1GJQ514SL18N1511NDL418R2

1 of 1

Customer Copy



PARKS & REC

Submitter Name:

MERCHANDISE SUBTOTAL	557.04
TOTAL INVOICE	667.04
Tender Type AAP Charge Account 3155 695716	557.04
CHANGE	0.00



020GX1G3N014SLB001B11ND3K1B5L

1 of 1

Customer Costs



Service is our best part!
Store 6643 114 E McDowell Rd Jackson, MS 39204 Phone: (760) 209-6650
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-380-5865 or email us at services@advanceautoparts.com

City Of Jackson
4250C Mitchell Avdon St
Jackson, MS 39209
Phone: (601) 960-2237
Account ID: 9824813623

REMIT
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

PO#: 99230292
Date: 8/14/23
Register: 6
Store/Unit#: 6
Internet Order #: 6

Invoice/Trans: 994332289427
Time: 2:48:46PM
Delivery: Yes
Salesperson: Simpson
Submitter Name:

PT-654

Warren Hoo Rgy

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2008 FORD F-150 LBL V8 301CID -CC								
Carquest Professional	8443AN	ALTERNATOR-NEW 1 EA CO 20210579	8443AN	LIMITED LIFETIME REPLACEMENT	1	459.98	229.99	229.99
Carquest Professional	8443AN	CORE-ALTERNATOR RMFD 89900879	8443AN		1		10.00	10.00
MERCHANDISE SUBTOTAL							239.99	
TOTAL INVOICE							239.99	
Tender Type AAP Charge Account 3155 238575							239.99	
CHANGE							0.00	



020HLGJMF4SL1C0S1B11H0LW1CHH

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All cores need to be in the original box and in reconditionable condition to receive full core credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy



Service is our best part!
Store 6633 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 376-0547
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-380-5865 or email us at services@advanceautoparts.com

City Of Jackson
4250C Mitchell Avdon St
Jackson, MS 39209
Phone: (601) 960-2237
Account ID: 9824813623

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

PO#: 99230292
Date: 8/10/23
Register: 4
Store/Unit#: 6
Internet Order #: 6

Invoice/Trans: 533322245063
Time: 11:35:43AM
Delivery: No
Salesperson: Tiffany
Submitter Name:

PC1260

POKE LITE

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2013 NISSAN VERBA 1.6L LA 1600CC								
TRICO Exact Fit	141	WIPER BLADE-14" 1 EA XF1	5071828	90 DAY REPLACEMENT IF DEFECTIVE	1	18.74	9.37	9.37
TRICO Exact Fit	241	WIPER BLADE-24" 1 EA XF1	5072153	90 DAY REPLACEMENT IF DEFECTIVE	1	18.74	9.37	9.37

MERCHANDISE SUBTOTAL 18.74
TOTAL INVOICE 18.74
Tender Type AAP Charge Account 3155 570590 18.74
CHANGE 0.00



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Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All cores need to be in the original box and in reconditionable condition to receive full core credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy

1160



SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1161



Service is our best part!
Store 5313 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 376-0547
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5865 or email us at service@advanceautoparts.com

City Of Jackson
4235C Michael Jordan St
Jackson, MS 39208
Phone: (601) 959-3237
Account ID: 9824613623

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742853
Atlanta, GA 30374-2853

PO#: 98230292
Date: 3/17/23
Register: 4
Store/Unit#: 5313
Internet Order #: 98230292

Invoice/Trans: 9823021340893
Time: 10:54:42AM
Delivery: No
Salesperson: Tiffanny
Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2558 DODGE DURANGO, LVL V8 2009-2010 300MCC								
CompuT Premium	11572A	ALTERNATOR-RMFD 1 EA CH 13047265 LIMITED LIFETIME REPLACEMENT			1	797.50	393.75	393.75
CompuT Premium	11572A	Cable_ALTERNATOR-RMFD 1 13053331			1		28.00	28.00
MERCHANDISE SUBTOTAL								413.75
TOTAL INVOICE								413.75
Tender Type AAP Charge Account, 3155 595374								413.75
CHANGE								0.00



Customer's signature below certifies that the tax-free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All copies need to be in the original box and in resalable condition to receive full store credit. Invoice request as proof of purchase for all returns.

1 of 1 Customer Copy



Service is our best part!
Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 258-6865
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5865 or email us at service@advanceautoparts.com

City Of Jackson
4235C Michael Jordan St
Jackson, MS 39208
Phone: (601) 959-3237
Account ID: 9824613623

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742853
Atlanta, GA 30374-2853

PO#: 98230292
Date: 7/20/23
Register: 3
Store/Unit#: 5313
Internet Order #: 98230292

Invoice/Trans: 9843207138443
Time: 9:28:42AM
Delivery: Yes
Salesperson: Sympson
Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
FRAM Conventional	FE30	CONV OIL 10W/30 1 QT 1 QT 12265000 REPLACE OR REFUND AT MGR DISCRETION			11	11.94	5.96	65.57
FRAM Conventional	FE30	CONV OIL 10W/30 1 QT 1 QT 12265000 REPLACE OR REFUND AT MGR DISCRETION			13	11.94	5.97	77.61
Location: Store 515392 ETA: WILL CALL Qty: 13 TO Store 503943								
MERCHANDISE SUBTOTAL								143.28
TOTAL INVOICE								143.28
Tender Type AAP Charge Account, 3155 474730								143.28
CHANGE								0.00



Customer's signature below certifies that the tax-free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All copies need to be in the original box and in resalable condition to receive full store credit. Invoice request as proof of purchase for all returns.

1 of 1 Customer Copy

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1162



Service is our best part!
Store #941 114 E McDowell Rd Jackson, MS 39204 Phone: (601) 224-2850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-286-5965 or email us at cs@advanceautoparts.com

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742023
Atlanta, GA 30374-2023

No 941

City Of Jackson
4250 Michael Avenue St
Jackson, MS 39208
Phone: (601) 960-2237
Account ID: 9814613623

PO#: 001651 Invoice#/Term: 05433204 0659
Time: 11:13:13AM
Delivery: Yes
Salesperson: Shining
Date: 01/18/23
Register: 8
Store#/Unit#: 8
Internal Order #: Subscriber Number:

Product Line	Part #	Description	SKU	Warranty	Qty	Unit	Cost	Extended
Motorcraft	FL500S	Oil Filter 1 EA NITROF	5100080	2 YR REPLACEMENT IF DEFECTIVE	1	18.54	8.27	8.27
Continental - Autograde	69011CO	Oil Drain Plug OS 1 PCA 1102091	1102091	LIMITED LIFETIME REPLACEMENT	1	18.50	8.25	8.25
Continental - Autograde	69011CO	Oil Drain Plug 1 PC ATOS 1102097	1102097	LIMITED LIFETIME REPLACEMENT	1	7.90	1.00	1.00

MERCHANDISE SUBTOTAL 26.42
TOTAL INVOICE 26.42
Tender Type AAP Charge Account 3155 288195 26.42
CHANGE 0.00



054332040455180410110102091

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted use or free exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All items need to be in the original box and in resalable condition to receive full store credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy



Service is our best part!
Store #333 2620 Raymond Rd JACKSON, MS 39204 Phone: (601) 376-6647
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-286-5965 or email us at cs@advanceautoparts.com

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742023
Atlanta, GA 30374-2023

No 333

City Of Jackson
4250 Michael Avenue St
Jackson, MS 39208
Phone: (601) 960-2237
Account ID: 8024613623

PO#: 001651 Invoice#/Term: 05433204 0659
Time: 9:50:01AM
Delivery: No
Salesperson: Tillery
Date: 7/24/23
Register: 4
Store#/Unit#: 8
Internal Order #: Subscriber Number:

Product Line	Part #	Description	SKU	Warranty	Qty	Unit	Cost	Extended
Motorcraft	06563	COIL - IGNITION 1 EA MTR	12419150	2 YR REPLACEMENT IF DEFECTIVE	8	121.94	80.67	80.67

MERCHANDISE SUBTOTAL 364.02
TOTAL INVOICE 364.02
Tender Type AAP Charge Account 3155 173678 364.02
CHANGE 0.00



054332040455180410110102091

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted use or free exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All items need to be in the original box and in resalable condition to receive full store credit. Invoice required as proof of purchase for all returns.

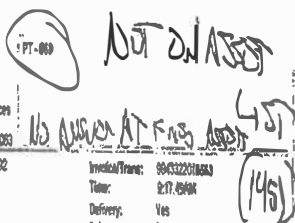
1 of 1

Customer Copy

1164



Publication Program

Customer Copy

Schizophrenia: Bipolar

CHANGE 0.0

Customer Data

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1165

Advance Auto Parts Professional
Service is our best part!
Store #943 114 E McDowell Rd Jackson, MS 39204 Phone: (601) 208-6650
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-880-9953 or email us at service@advanceautoparts.com

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

City Of Jackson
4224 Michael Avdon St.
Jackson, MS 39208
Phone: (601) 880-2237
Account ID: 9834613923

PO#: 98346282
Invoice/Trans: 9843321465079
Time: 18:20 22AM
Delivery: Yes
Salesperson: Simpson
Date: 8/28/23
Register: 6
Store/Unit: 6
Internet Order #: 6
Submittal Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
FRAM Chemicals	F3012	OILCHANGE BOOSTER 1 EA FM 5000392		REPLACE OR REFUND AT MGR DISCRET	1	11.94	5.97	\$ 97
Lucas Oil Products	10029	FUEL TREATMENT 5.25 4.25 7500000			1	13.70	6.85	6.85
MERCHANDISE SUBTOTAL								12.86
TOTAL INVOICE								12.86
Tender Type AAP Charge Account 3155 394360								12.85
CHANGE								0.00

6006215300145810891110411899

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All items need to be in the original box and in resalable condition to receive full core credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy

Advance Auto Parts Professional
Service is our best part!
Store #943 114 E McDowell Rd Jackson, MS 39204 Phone: (601) 208-6650
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-880-9953 or email us at service@advanceautoparts.com

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

City Of Jackson
4224 Michael Avdon St.
Jackson, MS 39208
Phone: (601) 880-2237
Account ID: 9834613923

PO#: 98346282
Invoice/Trans: 9843316953227
Time: 9:29 53AM
Delivery: Yes
Salesperson: Simpson
Date: 7/19/23
Register: 1
Store/Unit: 6
Internet Order #: 6
Submittal Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2007 CHEVROLET IMPALA DON'T KNOW								
Delcraft Gold	34F72	BATTERY-GOLD 1 EA DNGO 11017956		3 YR FREE REPLACEMENT	1	294.70	147.35	147.35
Delcraft Gold	34F72	Core BATTERY-GOLD 1 EA 11018024			1		22.00	22.00
Return								
Delcraft Gold	34F72	Core BATTERY-GOLD 1 EA 11018024			1		22.00	-22.00
MERCHANDISE SUBTOTAL								147.35
TOTAL INVOICE								147.35
Tender Type AAP Charge Account 3155 328612								147.35
CHANGE								0.00

6006215300145810891110411899

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All items need to be in the original box and in resalable condition to receive full core credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1167



Service is our best part!
Store #943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5263 or email us at services@advanceautoparts.com

City Of Jackson
4225C Michael Aspin St
Jackson, MS 39209
Phone: (601) 980-5237
Account ID: 9804613023

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742863
Atlanta, GA 30374-2863

PO#: 98200292
Date: 8/16/23
Register: 6
Store/Unit#: 6
Internal Order #:

Invoice/Trans: 994332264521
Time: 10:47:19AM
Delivery: No
Salesperson: Simpson
Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
Model 1	125219	M1 AFE 120T 12 QT MBL 1	12565502	REPLACE OR REFUND AT MGR DISCRET	1	132.46	66.23	66.23
		Location: Store S08413	ETA: 5:18 PM	Qty: 1	TO Store: S09943			
Model 1	125219	M1 AFE 120T 12 QT MBL 1	12565502	REPLACE OR REFUND AT MGR DISCRET	1	132.46	66.23	66.23
		Location: POC P00142	ETA: UPS	Qty: 1	TO Store: S09943			
MERCHANDISE SUBTOTAL							132.46	
TOTAL INVOICE							132.46	
Tender Type AAP Charge Account 3155 862856							132.46	
CHANGE							0.00	



0202H11GJ09745L184H

Get Back
Power

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All items need to be in the original box and in resalable condition to receive full store credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy



Service is our best part!
Store #943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5263 or email us at services@advanceautoparts.com

City Of Jackson
4225C Michael Aspin St
Jackson, MS 39209
Phone: (601) 980-5237
Account ID: 9804613023

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742863
Atlanta, GA 30374-2863

PO#: 99230292
Date: 8/16/23
Register: 6
Store/Unit#: 6
Internal Order #:

Invoice/Trans: 994332155974
Time: 1:10:49PM
Delivery: Yes
Salesperson: Simpson
Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
	06583	IGNITION COIL	80010222		6	81.60	463.60	
	SP580X	SPARK PLUG	80010222		6	54.30	85.80	
	FA1004	AIR FILTER	80010222		1	22.75	22.75	
MERCHANDISE SUBTOTAL							592.15	
TOTAL INVOICE							592.15	
Tender Type AAP Charge Account 3155 125143							592.15	
CHANGE							0.00	



0202H11GJ09745L1861181106L11CC9

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All items need to be in the original box and in resalable condition to receive full store credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy

1168



Order # : 990322054295
Time: 9:37:00AM
Delivery: No
Salesperson: Shopco
Subscriber Name:

SECRET - NO FORN DISSEM

1 of 2

Consumer Copy



000698474S 199418110001992

~~Copy~~ Shedd
Police

16

Distance Copy

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1169



Service is our best part!
Store 6333 2026 Raymond Rd JACKSON, MS 39204 Phone: (601) 378-4547
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-6965 or email us at services@advanceautoparts.com

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

STOCK *[Signature]*

City Of Jackson
4225C Michael Avenue St
Jackson, MS 39203
Phone: (601) 960-2237
Account ID: 9634613823

PO#: 9023282
Date: 8/8/23
Register: 4
StoreUnits:
Internet Order #:

InvoiceTrans: 5333322045021
Time: 12:56:42PM
Delivery: No
Salesperson: Tiffany

Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
NEW DOODGE DURANGO,								
Carquest Premium Gold	GMW1406	BRAKE PADS-PREM GOLD 1	10076366	UNITED LIFETIME REPLACEMENT	2	80.58	40.29	80.58
MERCHANDISE SUBTOTAL								80.58
TOTAL INVOICE								80.58
Tender Type							AAP Charge Account 3155 809555	80.58
CHANGE								0.00



0000012MLP010010411

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All items need to be in the original box and in resalable condition to receive full store credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy



Service is our best part!
Store 1043 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-6965 or email us at services@advanceautoparts.com

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

[Signature]

City Of Jackson
4225C Michael Avenue St
Jackson, MS 39203
Phone: (601) 960-2237
Account ID: 9634613823

PO#: 901725
Date: 9/8/23
Register: 6
StoreUnits:
Internet Order #:

InvoiceTrans: 8943124672308
Time: 8:42:51AM
Delivery: No
Salesperson: Simpson

Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
Whisper	W7340	BRAKE CLEANER 14 OZ 14 C	7040598	REPLACE OR REFUND AT MGR DISCRET	1	10.64	5.32	5.32
MERCHANDISE SUBTOTAL								5.32
TOTAL INVOICE								5.32
Tender Type							AAP Charge Account 3155 228107	5.32
CHANGE								0.00



0000012MLP010010411

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All items need to be in the original box and in resalable condition to receive full store credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy

1171



Store 0043—114 E. McDowell Rd. Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-200-6850 or email us at servicing@advancedsports.com

REMARKS:
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

City Of Jackson
425 S. Michael Avenue St
Jackson, MS 39208
Phone: (601) 951-2237
Account ID: 9524615623

PO#: 99750032
Date: 7/20/73
Register: 3
Store/Unit#:
Internet Order #:

InvoiceTrans: 994352130144
Time: 9:32 AM
Delivery: Yes
Salesperson: Simpson
Subscriber Name:

Product Line	Part #	Description	Unit	Warranty	Qty	List	Cost	Extended	
FRAM Transmission Fluid	FL60	DEX MERSOM 1 QT 1	QT	12/20/89	REPLACE OR REFUND AT MGR DISCRET	24	15.62	7.81	167.40

MERCHANDISE SUBTOTAL	187 46
-----------------------------	---------------

TOTAL INVOICE 187.44

Tender Type AAP Charge Account 3153 269452 137 44

CHANGE 000



DECHIN DINGSHI BATH BATHING

GANGS STOCK

Customer's signature below certifies that the tax-free purchase does qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All coins need to be in the original box and in resealable condition to receive full card credit. Invoice required as proof of purchase for all returns.

101

Customer Copy



Service is our best part!

Store #940 114 E. McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-760-2965 or email us at servicing@advanceautoparts.com


REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 743663
Atlanta, GA 30374-2063

SHOP SUPPLIES/TIRE SHOP

City Of Jackson
4256 Michael Avalon St
Jackson, MS 39209
Phone: (601) 560-2257
Account ID: 9624519623

PO#: 96230292
Date: 7/25/23
Register: 0
Store/Unit#:
Internet Order #:

Invoice/Trans: 994338766906
Time: 10:28:54AM
Delivery: Yes
Salesperson: Simpson
Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended:
					CHANGE			0.00
		0206516354145411846181140301993						

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All codes need to be in the original box and in resalable condition to receive full core credit. Invoice required as proof of purchase for all returns.

Advance
Auto Parts
Professional

Service is our best part!

Store 8943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-230-5985 or email us at sales@advanceautoparts.com

City Of Jackson
4225C Michael Avalon St
Jackson, MS 39209
Phone: (601) 960-2237
Account ID: 9824613623

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

PO#: 99230292 Invoice/Trans: 9943319868181
Date: 7/17/23 Time: 9:25:59AM
Register: 6 Delivery: Yes
Store/Unit#: Salesperson: Simpson
Internet Order #: Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2010 FORD ESCAPE, 3.0L V6 181CID 2008CC								
Carquest Premium	6676S	STARTER-RMFD 1 EA CQ 1 EA 20840559 LIMITED LIFETIME REPLACEMENT			1	307.26	153.83	153.83
		Location: Store S09824 ETA: WILL CALL Qty: 1 TO Store: S09943						
Carquest Premium	6676S	Core_STARTER-RMFD 1 EA (90840559			1		40.00	40.00

MERCHANDISE SUBTOTAL 193.83
TOTAL INVOICE 193.83
Tender Type AAP Charge Account 3155 411682 193.83
CHANGE 0.00



Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All cores need to be in the original box and in rebuildable condition to receive full core credit. Invoice required as proof of purchase for all returns.



Service is our best part.
Store #943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 205-6630
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742083
Atlanta, GA 30374-2083

Edwin

Garry - K&S Shop

City Of Jackson
4225C Michael Avalon St
Jackson, MS 39209
Phone: (601) 960-2237
Account ID: 9824613623

PO#: 99230292 Invoice/Trans: 9943319885200
Time: 2:20:56PM
Date: 7/17/23 Delivery: No
Register: 6 Salesperson: Simpson
Store/Unit#: Submitter Name:
Internet Order #:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
Xtra Seal	12361	FAT STRING 4"-BROWN 1 EA	16910021		2	20.04	10.02	20.04

MERCHANDISE SUBTOTAL 20.04
TOTAL INVOICE 20.04
Tender Type AAP Charge Account 3155 343896 20.04
CHANGE 0.00



D2QGV1GHS114841CCQ

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All cores need to be in the original box and in reparable condition to receive full core credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1175



Service is our best part.
Store 9948 114 E McDowell Rd Jackson, MS 39204 Phone: (768) 209-8850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

City Of Jackson
4225G Michael Aydin St
Jackson, MS 39208
Phone: (601) 960-2237
Account ID: 9024613623

REMIT.
Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

PO#: 99230292
Date: 8/03/23
Register: 6
Store/Unit:
Internet Order #:

Invoice/Trans: 9943321568960
Time: 11:22:29AM
Delivery: Yes
Salesperson: Simpson

Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
Clifford Platinum AGM	H7AGM	BTRY-PLATINUM AGM 11E/	10210826	3 YR FREE REPLACEMENT	1	337.56	168.83	168.83
Clifford Platinum AGM	H7AGM	Core_BTRY-PLATINUM AGM	10210827		1		22.00	22.00
Return								
Clifford Platinum AGM	H7AGM	Core_BTRY-PLATINUM AGM	10210827		-1		22.00	-22.00
MERCHANDISE SUBTOTAL							168.83	
TOTAL INVOICE							168.83	
Tender Type AAP Charge Account 3155 595365							168.83	
CHANGE							0.00	



02011G3V614SL19R21811NDL918V1

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All cores need to be in the original box and in reconditionable condition to receive full core credit. Invoice required as proof of purchase for all returns.

1 of 1

Customer Copy

CUSTOMER #: 8127
UNIT# 0098
CITY OF JACKSON
DEPT #007-006
PO BOX 17
JACKSON, MS 392050017
HOME: 601-960-1590 CONT: 601-960-1590
BUS: 601-960-1590 CELL:

392638

INVOICE

PAGE 1

SERVICE ADVISOR: 999942 CHRIS BURGESS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	19	DODGE DURANGO	1C4RDHFG6KC645235	0098	63522/63530	T0098	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11JAN19 DE			18:00 18AUG23	99240036	180.00	CHG	04DEC23
R.O. OPENED		READY	OPTIONS: DLR:1 ENG:3.6_Liter				

13:37 07AUG23 13:20 04DEC23

LINE OPCODE TECH TYPE HOURS

A RECALL 1 [Safety Recall 248 - HCUABS Module **]

CAUSE:

18248182 Module, Anti-lock Brake - Reprogram
Inspect and Reprogram Anti-lock Brake Module
(ABS) Software (0 - Low Skilled)
191562 WC

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C) 0.00

63522 CUSTOMER REQUESTED CAMPAIGN NUMBER 248 BE PERFORMED.
PERFORMED A COMPLETE VEHICLE IDENTIFICATION NUMBER STATUS INQUIRY TO
FIND AND VERIFY AN OPEN CAMPAIGN. THE ANTI-LOCK BRAKE SYSTEM MODULE MAY
HAVE BEEN BUILT WITH A HYDRAULIC CONTROL UNIT ANTI-LOCK BRAKE MODULE
THAT FALSELY READS PRESSURE IN THE PRIMARY CIRCUIT. THIS CAN ILLUMINATE
THE BRAKE LIGHTS AS WELL AS ALLOWS THE VEHICLE TO START AND SHIFT OUT
OF PARK WITHOUT THE BRAKE PEDAL BEING DEPRESSED. CONNECTED THE BATTERY
CHARGER, ACCESSED THE DIAGNOSTIC PORT, PERFORMED A DIAGNOSTIC SCAN
PERFORMED AN ANTI-LOCK BRAKE CONTROL MODULE SOFTWARE UPDATE AS PER
SAFETY RECALL 248 INSTRUCTIONS. THE SYSTEM IS NOW OPERATING AS
DESIGNED.

B TOWED TO US. C/S ENGINE RUNS ROUGH
CAUSE: VERIFIED THE CUSTOMER'S CONCERN OF ENGINE IS RUNNING ROUGH. ROAD
TESTED THE VEHICLE 8 MILES WITH IN MILEAGE 63522 MILES AND
AFTER ROAD TEST MILEAGE 63530 MILES AND REVERIFIED THE
CUSTOMER'S CONCERN OF VEHICLE IS RUNNING ROUGH. ACCESSED THE
DIAGNOSTIC PORT AND PERFORMED A SCAN TO FIND ACTIVE CODE(S)
P0430 WHICH IS RELATED TO CATALYST SYSTEM EFFICIENCY BELOW
THRESHOLD BANK 2. FURTHER EXAMINATION FOUND THE EXHAUST SYSTEM
CATALYTIC CONVERTER IS PLUGGED.

11500105 Converter, catalytic - Replace 3.6 liter
engine - Left side (2 - Skilled)
999701 WC

1 68319267AB CONVERTER-EXHAUST

CORE CHARGE W

-1 68319267AB CORE RETURN

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE
INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE
SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO
OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE
VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED
UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY
ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS
CLAIM ARE AVAILABLE FOR (7) YEAR FROM THE DATE OF PAYMENT
NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY
MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER
The factory warranty covers all
of the vehicles with respect to
the sale of the dealership. The
dealer hereby expressly disclaims all
warranties of merchantability or
fitness for a particular purpose.
Seller neither assumes nor
authorizes any other person to
assume for it any liability in
connection with the sale of the
vehicle.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1176

CUSTOMER #: 8127
UNIT# 0098
CITY OF JACKSON
DEPT #007-006
PO BOX 17
JACKSON, MS 392050017
HOME: 601-960-1590 CONT: 601-960-1590
BUS: 601-960-1590 CELL:

392638

INVOICE

PAGE 2


CHRYSLER DODGE JEEP RAM
5395 I 55 N, Jackson, MS 39206
Phone: 601-500-5555
Fax: 601-709-1636

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	19	DODGE DURANGO	1C4RDHFG6KC645235	0098	63522/63530	T0098	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11JAN19 DE			18:00 18AUG23	99240036	180.00	CHG	04DEC23
R.O. OPENED		READY		OPTIONS: DLR:1 ENG:3.6 Liter			

13:37 07AUG23	13:20 04DEC23							
LINE OPCODE		TECH	TYPE	HOURS	LIST	NET	TOTAL	
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
63522 ACCESSED, REMOVED AND REPLACED THE EXHAUST SYSTEM CATALYTIC CONVERTER WITH ALL OTHER RELATED NEW SEALS GASKETS AND/OR NON-REUSABLE HARDWARE. CLEARED ALL DIAGNOSTIC TROUBLE CODES AND VERIFIED CODES DID NOT RETURN. THE SYSTEM IS NOW OPERATING AS DESIGNED.								

C COMPLETE MULTIPOINT INSPECTION PERFORMED										
CAUSE: COMPLETE MULTIPOINT INSPECTION PERFORMED										
08 INSTALL REPLACEMENT BATTERIES										
191562 CPC										
08 DIAGNOSE ENGINE RUNS ROUGH. PERFORM CYLINDER COMPRESSION & LEAK DOWN TESTS. INSTALL REPLACEMENT LEFT SIDE UPSTREAM & DOWNSTREAM 02 SENSORS:										
191562 CPC										
1 5149171AB SENSOR-OXYGEN										
1 5149180AB SENSOR-OXYGEN										
08 INSTALL & PROGRAM REPLACEMENT PCM PER CUSTOMER REQUEST.										
191562 CPC										
1 68330924AA MODULE-ENGINE CONTROLLER										
CORE CHARGE C										
S11 INSTALL REPLACEMENT FUEL PUMPS										
191562 CPC										
1 68535771AA MODULE-FUEL PUMP/LEVEL UNIT										
1 5145586AC MODULE-AUXILIARY LEVEL UNIT										
S11 INSTALL 6 REPLACEMENT FUEL INJECTORS										
191562 CPC										
6 5281427AA INJECTOR-FUEL										
S17 EVACUATE & RECHARGE A/C SYSTEM										
191562 CPC										
34 68224028AB REFRIGANT-R1234YF										
PARTS: 2248.00										
LABOR: 2916.00										
OTHER: 0.00										
TOTAL LINE C:										
5164.00										

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranty with respect to the sale of this hardware. The dealer hereby expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor warrants any other person to assume for it any liability in connection with the sale of this hardware.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

Copyright 2010 CHRYSLER LLC. SERVICE ADVISOR TYPE 9. 99C - 04/01/2010

CUSTOMER COPY

CUSTOMER #: 8127
UNIT# 0098
CITY OF JACKSON
DEPT #007-006
PO BOX 17
JACKSON, MS 392050017
HOME: 601-960-1590 CONT: 601-960-1590
BUS: 601-960-1590 CELL:

392638

INVOICE

PAGE 3


CHRYSLER DODGE JEEP RAM
5395 I 55 N, Jackson, MS 39206
Phone: 601-500-5555
Fax: 601-709-1636

BUS: 601-960-1590		CELL:		SERVICE ADVISOR: 999942		CHRIS BURGESS		
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/OUT		TAG
	19	DODGE DURANGO		1C4RDHFG6KC645235	0098	63522/63530		T0098
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
11JAN19 DE			18:00 18AUG23	99240036	180.00	CHG	04DEC23	
R.O. OPENED		READY		OPTIONS: DLR:1 ENG:3.6 Liter				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
13:37	07AUG23	13:20	04DEC23				

ESTIMATE: 0.00 07AUG23 13:37 SA: 999942
CONTACT:

ESTIMATE: 139.95 07AUG23 13:37 SA: 999942
CONTACT:

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 50.00

Jenkins

Thank you for your business today

If you are not completely satisfied please call us so we can address your concerns!

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranty with respect to the sale of this hardware. The dealer hereby expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor warrants any other person to assume for it any liability in connection with the sale of this hardware.

DESCRIPTION	TOTALS
LABOR AMOUNT	2916.00
PARTS AMOUNT	2248.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	50.00
TOTAL CHARGES	5214.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	5214.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

Copyright 2010 CHRYSLER LLC. SERVICE ADVISOR TYPE 9. 99C - 04/01/2010

CUSTOMER COPY

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1177

JOHNSTONE SUPPLY
Always Ready - Always Easy
JOHNSTONE SUPPLY OF JACKSON
101 Aero Smith Dr.
RICHLAND, MS 39218
Phone 601-948-4335
Fax 601-948-4341

Garage

INVOICE	
INVOICE DATE	INVOICE NUMBER
09/18/2023	654-S5741255.001
PAGE NO.	
1 of 1	

SHIP TO: CITY OF JACKSON
218 S PRESIDENT ST
JACKSON, MS 39205

BILL TO:		SHIP TO:	
CITY OF JACKSON P.O. BOX 17 ACCTS PAYABLE JACKSON, MS 39205		CITY OF JACKSON 218 S PRESIDENT ST JACKSON, MS 39205	

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
10298	99230403		HOUSE		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JAMES BILBO		WILL CALL	Net 10th Prox	09/18/2023	09/07/2023
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
6ea	6ea	B10-729 CD5538 VALVE COPPER LINE TAP M SERIES C & D 3/8IN OD JOB: MUNICIPAL GARAGE - 4225 MICHAEL AVALON		16.510/ea	99.06
1ea	1ea	R58-199 95150 SIL-FOS ALLOY 15% 28PK		143.340/ea	143.34
Subtotal 242.40					
S&H Charges 0.00					
Tax 0.00					
Payments 0.00					
Amount Due 242.40					

REPRINT ** REPRINT ** REPRINT **
Invoice is due by 10/10/2023
Past Due Invoices may be subject to 2% late charge.
WE ARE MOVING ON 9/18: 101 AERO SMITH DR. RICHLAND, MS 39218
Card transactions will be subject to a 1% processing fee

JOHNSTONE SUPPLY
Always Ready - Always Easy
JOHNSTONE SUPPLY OF JACKSON
101 Aero Smith Dr.
RICHLAND, MS 39218
Phone 601-948-4335
Fax 601-948-4341

Garage

INVOICE	
INVOICE DATE	INVOICE NUMBER
09/08/2023	654-S5741747.001
PAGE NO.	
1 of 1	

SHIP TO: CITY OF JACKSON
218 S PRESIDENT ST
JACKSON, MS 39205

BILL TO:		SHIP TO:	
CITY OF JACKSON P.O. BOX 17 ACCTS PAYABLE JACKSON, MS 39205		CITY OF JACKSON 218 S PRESIDENT ST JACKSON, MS 39205	

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
10298	99230403		HOUSE		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
MARGO HARPER		WILL CALL	Net 10th Prox	09/08/2023	09/07/2023
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
12ea	12ea	B86-383 4127-75 COIL CLEANER BLACKHAWK NU-CALGON 18OZ		12.290/ea	147.48
Subtotal 147.48					
S&H Charges 0.00					
Tax 0.00					
Payments 0.00					
Amount Due 147.48					

REPRINT ** REPRINT ** REPRINT **
Invoice is due by 10/10/2023
Past Due Invoices may be subject to 2% late charge.
WE ARE MOVING ON 9/18: 101 AERO SMITH DR. RICHLAND, MS 39218
Card transactions will be subject to a 1% processing fee



100 OLD HWY 49 SOUTH
RICHLAND, MS 39218
601-932-4445 (O)
601-932-4475 (F)

Polaris Impact / Lot GATES
Invoice

Date	Invoice #
9/15/2023	2023771

BRI To
City of Jackson
Sign and License Division
P.O. Box 22708
Jackson, MS 39225-2708

Ship To
City of Jackson
Assigned Lot
4225 Michael Avalon St
Jackson, MS

FAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGES
ALL MATERIAL SALES FINAL
PAYING WITH A CREDIT CARD ADD 3%

P.O. No.	Terms	Project
99230411	Net 30	2023-127 Gate at Im--

Item	Description	Qty	Rate	Amount
Fencing	Replaced one 15' double drive and replaced one 20' double drive gate.		4,922.00	4,922.00

Questions about invoice call office @ 601-932-4445 EXT 112. We appreciate your business!!

Subtotal	\$4,922.00
Sales Tax (0.0%)	\$0.00
Total	\$4,922.00
Payments/Credits	\$0.00
Balance Due	\$4,922.00

Serving All of Mississippi for
your Commercial and
Industrial fencing needs!
601-932-4445

Family owned and operated for 35 years!



DEDICATED TO THE PROFESSIONAL
Store 1248, 2337 LIVERMORE ROAD,
JACKSON, MS 39213 (601) 586-7542

Bill To:
CITY OF JACKSON FINANCE
PO BOX 17
JACKSON, MS 39205
(601) 862-3652

Ship To:
CITY OF JACKSON FINANCE
PO BOX 17
JACKSON, MS 39205-0017

Invoice	1340-360611
Sale Type	CHARGE SALE
Date	12/19/2022 12:18 PM
Ship Via	DELIVER
PO Number	99230290

Counter #	Customer Account	Ordered By	Special Instructions
87658	312567	randy	p2828

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	SS0	48EXT	BATTERY	3Y	EA	N	355.92	127.64	127.64
		48EXT	Core Charge		EA	N		6.00	6.00
		48EXT	Core Exchange		EA	N		6.00	6.00

*** Historical Reprint ***

1 Item

Call 866-830-4251 for Super Start National Warranty Information.



Sub-Total	127.64
Sales Tax	6.00
Total	127.64

WWW.FIRSTCALLONLINE.COM
Warranty/Guarantee: www.firstcallonline.com/warranty

WE APPRECIATE YOUR BUSINESS!
Route To: PO BOX 9484, SPRINGFIELD, MO 65901-9484

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1180



Birmingham, AL 35233
(800) 501-0757
3198 US Highway 231 North
Shenandoah, TN 37160
(615) 698-7068

Mobile, AL 36618
(800) 433-3044
2001 South Stone Mountain Lithonia Road
Stone Mountain, GA 30058
(770) 885-9900

Bill To: City of Jackson
4225 Michael Avalon St.
Bldg C
Jackson MS. 39209

Invoice To: CITY OF JACKSON, MS
PO BOX 17
JACKSON MS 39205

Attention: CASITA BRITTAIN

Branch		
MOBILE		
Date	Time	Page
06/02/23	23:01:33 (B)	01
Account No	Phone No	Inv No
JACKS001	6019601868	W02481
Ship Via	Purchase Order	
UPS RED	99230110	
Tax ID No		
Salesperson		
KPY / KPY		

SERVICE INVOICE

STR#/FLEET# HRS PIN/EIN WARRANTY DATE HRS
5755 VACTOR COMBO X 0905V11755 06/03/14
717 COMBO TANDEM 160600 TK717

SEGMENT# 1 C IN01 NA 02/06/23 02/06/23 11.19 HRS

SERVICE CALL
COMPLAINT
PUMP SWITCH ISSUE
CAUSE:
THROTTLE SWITCH IS BROKE AND ESTOP PUSHED IN
CORRECTION:
TRAVELED TO CUSTOMER LOCATION CHANGED THROTTLE SWITCH AND
PULLED ESTOP OUT AND SHOWED
OPERATOR HOW TO DO IT

FRT	FREIGHT	1	150.00	150.00
SUBLET	LABOR	12	150.00	1800.00
40241-30	SWITCH - TOGGLE	1	95.31	95.31
41271-30	SWITCH - TOGGLE SPST OFF/ON	1	4.83	4.83
41272-30	CAP GASKET / FOR 3 Y-STRAINER	1	6.13	6.13
41280-30	CAGE GASKET / FOR 3Y-STRAINER	1	32.70	32.70
44622-30	SCREEN, 80 MESH, 3	1	44.96	44.96
46985P-30	SWITCH, TOGGLE, MOMENTARY, MOM/OP	1 N	459.74	459.74
46985PA-30	CUMMINS THROTTLE CONTROLLER	1 N	43.06	43.06
	PISTAIL (FOR 46985P ONLY)			
	PARTS			836.73
	LABOR			1678.50
	SUBLET			1800.00

CONTINUED ON PAGE 02

Please remit payment to: PO Box 938, Birmingham, AL 35201

Check us out online at: www.secequip.com

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X

Received By

Thank You For Your Business!



Birmingham, AL 35233
(800) 501-0757
3198 US Highway 231 North
Shenandoah, TN 37160
(615) 698-7068

Mobile, AL 36618
(800) 433-3044
2001 South Stone Mountain Lithonia Road
Stone Mountain, GA 30058
(770) 885-9900

Bill To: City of Jackson
4225 Michael Avalon St.
Bldg C
Jackson MS. 39209

Invoice To: CITY OF JACKSON, MS
PO BOX 17
JACKSON MS 39205

Attention: CASITA BRITTAIN

Branch		
MOBILE		
Date	Time	Page
06/02/23	23:01:33 (B)	02
Account No	Phone No	Inv No
JACKS001	6019601868	W02481
Ship Via	Purchase Order	
UPS RED	99230110	
Tax ID No		
Salesperson		
KPY / KPY		

SERVICE INVOICE

STR#/FLEET# HRS PIN/EIN WARRANTY DATE HRS
5755 VACTOR COMBO X 0905V11755 06/03/14
717 COMBO TANDEM 160600 TK717
10400000 SEGMENT TOTAL=> 4315.23

***** WORK ORDER TOTALS *****
PARTS 836.73
LABOR 1678.50
SUBLET 1800.00
SHOP FUEL 282.00
SHOP SUPPLIER 16.73
TOTAL PRICE 4613.96

6/2/23:1A

Please remit payment to: PO Box 938, Birmingham, AL 35201

Check us out online at: www.secequip.com

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X

Received By

Thank You For Your Business!

1181

Breach		MOBILE		*REPRINT*		CANNY	
Date	08/08/23	Time	11:35:08 (D)	Page		01	
Account No		Phone No		Inv No		PQ6945	
JACKS001		6019601868					
Ship Via		Purchase Order					
UPS		99230357					
Tax Id No							
				Salesperson			
				EJF / KJF			

ORDER#: 004635

<u>PART#</u>	<u>DESCRIPTION</u>	<u>QIN</u>	<u>ORD</u>	<u>YB</u>	<u>SHF</u>	<u>N/Q</u>	<u>UTKIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
41270-30	CLAMP - 3	0200427	2	2	2			155.03	310.06
16352C-30	NUT,HEX JAM.1-2	0200427	2	2		RETAIL		.68	
					2			.60	1.20
41274-30	NUT,HEX JAM.1-2/13,GR2,Z/C							9.79	
	SET SCREW 1/2-1	0200427	2	2		RETAIL		8.72	17.44
	SET SCREW 1/2-13NC X 3								
PRT	FREIGHT		1	1				22.61	22.61
	TS0808								
							TOTAL PRICE		351.31

Please remit payment to: PO Box 938, Birmingham, AL 35201

Check us out online at: www.secaquip.com

 Sarnon Equipment Company |

 @secequipment

Thank You For Your Business!



6130 185 N. • Jackson, MO 64211
Paris Club (801) 255-7008
www.madridafrica.com

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE, AND IT IS NOT TO BE DISCLOSED TO ANY OTHER PERSON OR ENTITY.

[illegible]

6130166 N. - Jackson, MS 39211
Parts Direct (601) 858-7008
www.mechel-jacksonford.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER MAKES NO REPRESENTATION OR WARRANTY TO ANY OTHER PERSON TO ASSURE FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE.

[illegible]

1182

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CUSTOMER COPY

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CUSTOMER COPY

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1183

CUSTOMER #: 195334

229250



INVOICE

6130155 N. Jackson, MS 39211
Service Direct: (801) 856-7011
www.machaikfordjackson.com

CITY OF JACKSON

PO BOX 17

JACKSON, MS 39206

HOME: 601-960-1590 CONT: 601-960-1590

PAGE 3

BUS: 601-960-1590 CELL:

SERVICE ADVISOR:

5019 JOHNATHAN COURTNEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAQ
GOLD	12	FORD F350 PICKUP	1FTRW3DT3CEC12731	PT759	131108/131108	T2712
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN12 DE			17:00 25OCT23			
R.D. OPENED	READY	OPTIONS:	ENG: 6.7 LITER 10) PT759	CASH	20NOV23	

08:32 20OCT23	08:15 20NOV23		LIST	NET	TOTAL
LINE	ORCODE	TECH TYPE HOURS			
1	BC32	*6B851*B HOSE	37.76	37.76	37.76
1	BC32	*6D081*B GASKET	16.62	16.62	16.62
1	BC32	*6A968*D CONNECTOR - OIL TUBE	41.06	41.06	41.06
1	*W714942*8437 BOLT		3.03	3.03	33.33
1	3P12	*12A648*A BENDER ASY	45.20	45.20	45.20
1	QC32	*9278*B SWITCH ASY - OIL PRESSURE	33.61	33.61	33.61

131108 28.50

*NOTE- WHEN STARTING ON OIL LEAK REPAIRS, WHEN DRAINING OIL FROM ENGINE THERE WAS LESS THAN 3 QUARTS OF ENGINE OIL LEFT IN THE PAN FROM WHEN CUSTOMER DROVE TRUCK IN FOR REPAIR.

DRAG- FOUND OIL LEAKING FROM UPPER OIL PAN AND REAR MAIN. AS WELL AS FROM THE TURBO OIL FEED LINES AND CAC NOSE.

REMOVED TRANSMISSION TO GAIN ACCESS TO REMOVE UPPER OIL PAN AND REAR MAIN

PLATE/SEAL. INSTALLED NEW OIL PAN GASKET, REAR MAIN PLATE GASKET AND REAR MAIN SEAL, OIL COOLER AND GASKETS, OIL FILTER ADAPTER HOUSING AND GASKETS. REINSTALLED TRANSMISSION AND TOPED OFF ALL FLUIDS TO WSM SPEC.

REMOVED INTAKES TO GAIN ACCESS TO REPLACE OIL FEED LINES AND CAC HOSE TO TURBO.

REPLACED OIL SEPARATOR.

ROAD TESTED AFTER REPAIR NO OTHER RELATED CONCERNS AT THIS TIME.

ESTIMATE: 0.00

20OCT23 08:32 SA: 5019

CUSTOMER PAY ENVIRON/SUPPLIES FOR REPAIR ORDER

50.00

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty contained on the vehicle with which we are dealing is not affected by the work done on this vehicle. We warrant our workmanship and materials for 12 months or 10,000 miles, whichever comes first. We do not warrant any other parts on this vehicle.	DESCRIPTION	TOTALS
		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

Signature: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE:

CUSTOMER SIGNATURE

CUSTOMER COPY

CUSTOMER #: 195334

229250



INVOICE

6130155 N. Jackson, MS 39211
Service Direct: (801) 856-7011
www.machaikfordjackson.com

CITY OF JACKSON

PO BOX 17

JACKSON, MS 39206

HOME: 601-960-1590 CONT: 601-960-1590

PAGE 4

BUS: 601-960-1590 CELL:

SERVICE ADVISOR:

5019 JOHNATHAN COURTNEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAQ
GOLD	12	FORD F350 PICKUP	1FTRW3DT3CEC12731	PT759	131108/131108	T2712
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN12 DE			17:00 25OCT23			
R.D. OPENED	READY	OPTIONS:	ENG: 6.7 LITER 10) PT759	CASH	20NOV23	

08:32 20OCT23	08:15 20NOV23		LIST	NET	TOTAL
LINE	ORCODE	TECH TYPE HOURS			

I would like to thank you for servicing your vehicle with us today. Should you have any comments or concerns, please feel free to call me on my direct line at 601-640-0325. I look forward to speaking to you. Have a great day!

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty contained on the vehicle with which we are dealing is not affected by the work done on this vehicle. We warrant our workmanship and materials for 12 months or 10,000 miles, whichever comes first. We do not warrant any other parts on this vehicle.	DESCRIPTION	TOTALS
		LABOR AMOUNT	6142.16
		PARTS AMOUNT	2653.24
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	50.00
		TOTAL CHARGES	8845.40
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	8845.40

Signature: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE:

CUSTOMER SIGNATURE

CUSTOMER COPY

Mac Haik *Police*

8130 155 N. Jackson, MS 39211
Parts Direct: (801) 856-7008
www.machaijacksonford.com

DATE SHIPPED: 28 APR 23 YOUR ORDER NO.: TIMING KIT DATE SHIPPED: 07 JUN 23 INVOICE DATE: 07 JUN 23 INVOICE NUMBER: 3108251 PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206

SHIP VIA: PICKUP-FC ORDER: 1557 BLNO: (601)960-1593

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	EA	PUMP	544.96	544.96
1	EA	TIMIN	380.17	380.17
1	EA	REPLACES	907.38	907.38

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

☒ Customer Signature

CUSTOMER COPY

917.22

Mac Haik

8130 155 N. Jackson, MS 39211
Parts Direct: (801) 856-7008
www.machaijacksonford.com

DATE SHIPPED: 28 APR 23 YOUR ORDER NO.: TIMING KIT DATE SHIPPED: 07 JUN 23 INVOICE DATE: 07 JUN 23 INVOICE NUMBER: 3108251 PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206

SHIP VIA: PICKUP-FC ORDER: 1557 BLNO: (601)960-1593

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	EA	PUMP	544.96	544.96
1	EA	TIMIN	380.17	380.17
1	EA	REPLACES	907.38	907.38

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

☒ Customer Signature

CUSTOMER COPY

917.22

Mac Haik *Police* *Ford Explorer*

8130 155 N. Jackson, MS 39211
Parts Direct: (801) 856-7008
www.machaijacksonford.com

DATE SHIPPED: 04 MAY 23 YOUR ORDER NO.: 92210149 DATE SHIPPED: 04 MAY 23 INVOICE DATE: 04 MAY 23 INVOICE NUMBER: 3108518 PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206

SHIP VIA: DELIVER ORDER: 4953 BLNO: (601)960-1593

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	EA	BLADE	80.00	80.00
1	EA	BATTERY	80.00	80.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

☒ Customer Signature

CUSTOMER COPY

835.05

Mac Haik

8130 155 N. Jackson, MS 39211
Parts Direct: (801) 856-7008
www.machaijacksonford.com

DATE SHIPPED: 04 MAY 23 YOUR ORDER NO.: 92210149 DATE SHIPPED: 04 MAY 23 INVOICE DATE: 04 MAY 23 INVOICE NUMBER: 3108518 PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206

SHIP VIA: DELIVER ORDER: 4953 BLNO: (601)960-1593

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	EA	BLADE	80.00	80.00
1	EA	BATTERY	80.00	80.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

☒ Customer Signature

CUSTOMER COPY

835.05

Mac Haik Police Tournes

6130168 N. - Jackson, MS 39211
Parts Dept: (601) 666-7008

DATE ORDERED: 15 JUN 23 ORDERED BY: CITY OF JACKSON
DATE SHIPPED: 15 JUN 23 SHIP TO: JACKSON, MS 39206
INVOICE NO: 3110894 PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO: JACKSON, MS 39206
DELIVERED: 15 JUN 23
TERMS: NET 30
AMOUNT: 200.00

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

X

CUSTOMER COPY

PARTS RETURN POLICY
A copy of this policy is included in the invoice.
A 10% handling fee will apply.
Parts must be returned in original box, with 10 business days for return.
Returned parts must be new, unused, and in original packaging.
Parts that have been damaged or altered are not eligible for return.

\$216.00

Mac Haik

6130168 N. - Jackson, MS 39211
Parts Dept: (601) 666-7008

DATE ORDERED: 15 JUN 23 ORDERED BY: CITY OF JACKSON
DATE SHIPPED: 15 JUN 23 SHIP TO: JACKSON, MS 39206
INVOICE NO: 3110894 PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO: JACKSON, MS 39206
DELIVERED: 15 JUN 23
TERMS: NET 30
AMOUNT: 200.00

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

X

CUSTOMER COPY

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Mac Haik Police

6130168 N. - Jackson, MS 39211
Parts Dept: (601) 666-7008

DATE ORDERED: 13 JUN 23 ORDERED BY: CITY OF JACKSON
DATE SHIPPED: 14 JUN 23 SHIP TO: JACKSON, MS 39206
INVOICE NO: 3112293 PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO: JACKSON, MS 39206
DELIVERED: 13 JUN 23
TERMS: NET 30
AMOUNT: 2,737.24

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

X

CUSTOMER COPY

PARTS RETURN POLICY
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A 10% handling fee will apply.
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\$1,737.24

Mac Haik

6130168 N. - Jackson, MS 39211
Parts Dept: (601) 666-7008

DATE ORDERED: 13 JUN 23 ORDERED BY: CITY OF JACKSON
DATE SHIPPED: 14 JUN 23 SHIP TO: JACKSON, MS 39206
INVOICE NO: 3112293 PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO: JACKSON, MS 39206
DELIVERED: 13 JUN 23
TERMS: NET 30
AMOUNT: 2,737.24

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

X

CUSTOMER COPY

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SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1186

Mac Haik *Police Taurus Wheel*

8130185 N. - Jackson, MS 39211
Parts Direct: (801) 866-7008
www.machhaik.com

DATE ORDERED 17 JUL 23 INVOICE DATE 17 JUL 23 INVOICE NUMBER 3112427 PAGE 1 OF 1 14:09

ACCOUNT NO. COJ
CITY OF JACKSON
50 BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP VIA PICKUP-FC BILL NO. 5036 BL NO. NCODE - W TERMS 30 DAY PAYMENT DATE 17 JUL 23

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	WHEEL KIT	337 398.43	377.05	377.05
2		83.62	62.71	125.42

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

X

CUSTOMER COPY

PARTS RETURN POLICY
A copy of this policy is included.
A 10% restocking fee will apply.
Credit must be obtained in original form to obtain credit.
Partners paid by check, 10 business days for return.
Returned parts must be in original condition for return.

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Mac Haik

8130185 N. - Jackson, MS 39211
Parts Direct: (801) 866-7008
www.machhaik.com

DATE ORDERED 17 JUL 23 INVOICE DATE 17 JUL 23 INVOICE NUMBER 3112427 PAGE 1 OF 1 14:09

ACCOUNT NO. COJ
CITY OF JACKSON
50 BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP VIA PICKUP-FC BILL NO. 5036 BL NO. NCODE - W TERMS 30 DAY PAYMENT DATE 17 JUL 23

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	WHEEL KIT	337 398.43	377.05	377.05
2		83.62	62.71	125.42

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MAC HAIR FORD

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Mac Haik *Police 2018 Ford Explorer*

8130185 N. - Jackson, MS 39211
Parts Direct: (801) 866-7008
www.machhaik.com

DATE ORDERED 18 JUL 23 INVOICE DATE 18 JUL 23 INVOICE NUMBER 3112457 PAGE 1 OF 1 07:57

ACCOUNT NO. COJ
CITY OF JACKSON
50 BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP VIA PICKUP-FC BILL NO. 5036 BL NO. NCODE - W TERMS 30 DAY PAYMENT DATE 18 JUL 23

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	RELAY	508 18.33	13.75	82.50

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

X

CUSTOMER COPY

PARTS RETURN POLICY
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Mac Haik

8130185 N. - Jackson, MS 39211
Parts Direct: (801) 866-7008
www.machhaik.com

DATE ORDERED 18 JUL 23 INVOICE DATE 18 JUL 23 INVOICE NUMBER 3112457 PAGE 1 OF 1 07:57

ACCOUNT NO. COJ
CITY OF JACKSON
50 BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP VIA PICKUP-FC BILL NO. 5036 BL NO. NCODE - W TERMS 30 DAY PAYMENT DATE 18 JUL 23

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	RELAY	508 18.33	13.75	82.50

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1187

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DOI: 10.1002/pola.23601

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SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1188

Mac Haik
6130155 N. Jackson, MS 39211
Parts Dept: (601) 956-7008
www.mahaikparts.com

Garage Oil

09:05
25 AUG 23
ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
INVOICE NO. 99230195
DATE SHIPPED 25 AUG 23
INVOICE DATE 25 AUG 23
INVOICE NUMBER 3114846
PAGE 1 OF 1
11:05

QTY	DESCRIPTION	UNIT	PRICE	TAX	TOTAL
1	10011550-1593	NY Q1	114.00	114.00	114.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

X

CUSTOMER COPY

114.00

Mac Haik
6130155 N. Jackson, MS 39211
Parts Dept: (601) 956-7008
www.mahaikparts.com

11:05
25 AUG 23
ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
INVOICE NO. 99230195
DATE SHIPPED 25 AUG 23
INVOICE DATE 25 AUG 23
INVOICE NUMBER 3114846
PAGE 1 OF 1
11:05

QTY	DESCRIPTION	UNIT	PRICE	TAX	TOTAL
1	10011550-1593	NY Q1	114.00	114.00	114.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

X

CUSTOMER COPY

114.00

Mac Haik
6130155 N. Jackson, MS 39211
Parts Dept: (601) 956-7008
www.mahaikparts.com

Garage Oil

09:45
25 AUG 23
ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
INVOICE NO. 99230195
DATE SHIPPED 25 AUG 23
INVOICE DATE 25 AUG 23
INVOICE NUMBER 3114849
PAGE 1 OF 1
09:45

QTY	DESCRIPTION	UNIT	PRICE	TAX	TOTAL
1	10011550-1593	NY Q1	114.00	114.00	456.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

X

CUSTOMER COPY

456.00

Mac Haik
6130155 N. Jackson, MS 39211
Parts Dept: (601) 956-7008
www.mahaikparts.com

09:45
25 AUG 23
ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
INVOICE NO. 99230195
DATE SHIPPED 25 AUG 23
INVOICE DATE 25 AUG 23
INVOICE NUMBER 3114849
PAGE 1 OF 1
09:45

QTY	DESCRIPTION	UNIT	PRICE	TAX	TOTAL
1	10011550-1593	NY Q1	114.00	114.00	456.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

X

CUSTOMER COPY

456.00

1189

\$345.48

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\$26.3B

Downloaded At: 11:53 11 September 2009

Mac Haik
6130155 N. - Jackson, MS 39211
Parts Direct (801) 956-7008
www.machaikequipment.com

DATE ORDERED: 13 AUG 23
YOUR ORDER NO.: 99210155
DATE SHIPPED: 16 OCT 23
INVOICE DATE: 16 OCT 23
INVOICE NUMBER: 3113992
PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO: JACKSON, MS

DELIVER TO: 5036 NCODE - W
55055906KH
PT826

TERMS: NET 30
DESCRIPTION: HEATE
LIST: 97.50
NET: 97.50
AMOUNT: 97.50

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

DATE: 16 OCT 23
SALES TAX: 0.00
TOTAL: 97.50

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Comps must be returned in original box.
Purchase price will be credited, and in original condition.
Refund must be received by 10 business days.
Parts that have been installed, or used, are not eligible for return.

Mac Haik
6130155 N. - Jackson, MS 39211
Parts Direct (801) 956-7008
www.machaikequipment.com

DATE ORDERED: 13 AUG 23
YOUR ORDER NO.: 99210155
DATE SHIPPED: 16 OCT 23
INVOICE DATE: 16 OCT 23
INVOICE NUMBER: 3113992
PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO: JACKSON, MS

DELIVER TO: 5036 NCODE - W
55055906KH
PT826

TERMS: NET 30
DESCRIPTION: HEATE
LIST: 97.50
NET: 97.50
AMOUNT: 97.50

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MAC HAIK FORD

DATE: 16 OCT 23
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Mac Haik
6130155 N. - Jackson, MS 39211
Parts Direct (801) 956-7008
www.machaikequipment.com

DATE ORDERED: 10 AUG 23
YOUR ORDER NO.: 99210155
DATE SHIPPED: 10 AUG 23
INVOICE DATE: 10 AUG 23
INVOICE NUMBER: 3113894
PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO: JACKSON, MS

DELIVER TO: 5036 NCODE - W
5012364220*
TK0891

TERMS: NET 30
DESCRIPTION: LIT245
LIST: 217.00
NET: 204.55
AMOUNT: 818.20

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

DATE: 10 AUG 23
SALES TAX: 0.00
TOTAL: 818.20

PARTS RETURN POLICY
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Mac Haik
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Parts Direct (801) 956-7008
www.machaikequipment.com

DATE ORDERED: 10 AUG 23
YOUR ORDER NO.: 99210155
DATE SHIPPED: 10 AUG 23
INVOICE DATE: 10 AUG 23
INVOICE NUMBER: 3113894
PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO: JACKSON, MS

DELIVER TO: 5036 NCODE - W
5012364220*
TK0891

TERMS: NET 30
DESCRIPTION: LIT245
LIST: 217.00
NET: 204.55
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THANK YOU FROM ALL OF US AT
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SALES TAX: 0.00
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Mac Haik
6130155 N. Jackson, MS 39211
Parts Dept. (601) 966-7000
www.mechanicsford.com

12:02
INVOICE NO. 3113472
DATE 03 AUG 23
INVOICE DATE 03 AUG 23
INVOICE NUMBER 3113472
PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO
W-COMP: FO-W
TERMS 2500
LIST 200.00
NET 150.00
AMOUNT 150.00

DESCRIPTION
REMAN
CORE DEPOSIT

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

CUSTOMER COPY

PARTS RETURN POLICY
A copy of this policy is required.
A 10% restocking fee will apply.
Checks must be returned in original box or original package.
Purchases paid by check, must wait 10 business days for return.
Returned parts must be free, complete, and in original package.
Parts that have been installed, or altered, are not eligible for return.

TOTAL 220.00

Mac Haik
6130155 N. Jackson, MS 39211
Parts Dept. (601) 966-7000
www.mechanicsford.com

12:02
INVOICE NO. 3113472
DATE 03 AUG 23
INVOICE DATE 03 AUG 23
INVOICE NUMBER 3113472
PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO
W-COMP: FO-W
TERMS 2500
LIST 200.00
NET 150.00
AMOUNT 150.00

DESCRIPTION
REMAN
CORE DEPOSIT

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

CUSTOMER COPY

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TOTAL 220.00

Mac Haik
6130155 N. Jackson, MS 39211
Parts Dept. (601) 966-7000
www.mechanicsford.com

09:45
INVOICE NO. 3112397
DATE 17 JUL 23
INVOICE DATE 17 JUL 23
INVOICE NUMBER 3112397
PAGE 1 OF 1

ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO
W-COMP: FO-W
TERMS 2500
LIST 949.18
NET 706.24
AMOUNT 706.24

DESCRIPTION
REMAN
TK-775
TK-775
TK-775
PICK UP AND

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

CUSTOMER COPY

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TOTAL 706.24

Mac Haik
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Parts Dept. (601) 966-7000
www.mechanicsford.com

09:45
INVOICE NO. 3112397
DATE 17 JUL 23
INVOICE DATE 17 JUL 23
INVOICE NUMBER 3112397
PAGE 1 OF 1

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CITY OF JACKSON
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JACKSON, MS 39206
(601) 960-1593

SHIP TO
W-COMP: FO-W
TERMS 2500
LIST 949.18
NET 706.24
AMOUNT 706.24

DESCRIPTION
REMAN
TK-775
TK-775
TK-775
PICK UP AND

THANK YOU FROM ALL OF US AT
MAC HAIR FORD

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TOTAL 706.24

QTY	DESCRIPTION	UNIT	PRICE	TOTAL
1	hose	76 ft		
1	AD11P 24773 steel tube	243 ft		
1	28x06 R110 cutting edge	882 ft		
1	packing bit	207 ft		
2	freight	97 ft		
5	215L teeth	71 ft		
5	SS02104 shank	217 ft		
5	P15L pin	15 ft		

COKE BORING INC. #4523
P.O. BOX 2015
FLORENCE, MS 39073
Cell 601-942-5331
Vendor #71128
City of Jackson
Date 4-5-23

Received 1 hose and 1 steel tube on stick. Reel steel cylinder. Reel steel and basket. Reel cutting edge on hose. Reel 5 shanks 5 teeth and 5 pins on basket. Welded on bottom of basket. Installed basket and blade.

I HEREBY CERTIFY THAT ABOVE ITEMS WERE TO BE USED AS SHOWN AND APPROVED BY THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON.

ALL ITEMS MUST BE USED AS SHOWN AND APPROVED BY THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON.

TOTAL LABOR	TOTAL PARTS	TOTAL TOTAL
882.00	908.19	1790.19

TOTAL PARTS 908.19

QTY	DESCRIPTION	UNIT	PRICE	TOTAL
1	110-119 filter	32 ft		
1	3242 filter	44 ft		

COKE BORING INC. #6223
P.O. BOX 2015
FLORENCE, MS 39073
Cell 601-942-5331
Vendor #71128
City of Jackson
Date 6-2-23

Received 2 filter and Plug out steel line.

I HEREBY CERTIFY THAT ABOVE ITEMS WERE TO BE USED AS SHOWN AND APPROVED BY THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON. I AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF JACKSON.

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TOTAL LABOR	TOTAL PARTS	TOTAL TOTAL
716.00	771.12	1487.12

TOTAL PARTS 771.12

1193

ALL ITEMS INCLUDING AND EXCLUDING ARE BY ORDER OF CUSTOMER			
1	parking kit	123	62
1	1216488	60	60
2	5022206	9	100
4	D917001	8	10
1	Frangit plug	19	10
3	hyd oil	27	00

COKE BORING INC. #5623
P.O. BOX 2015
FLORENCE, MS 38073
Call 801-942-8331

NAME City of Jackson DATE 5-6-23
ADDRESS _____
CITY _____ CUSTOMER ORDER NO. _____

QUANTITY	ITEM NO.	DATE	QUANTITY	QUANTITY	QUANTITY
	G305	F-10			

WORK DESCRIPTION

Replaced 1 cylinder on Mkt. Removed 2 broken bolts, installed 1 clamp 2 bolts 4 washers and filled with hyd oil.

I HEREBY AUTHORIZE THE ABOVE ORDER MADE BY ME TO BE SHIPPED WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY CHANGE ABOVE QUANTITY FOR PURPOSES OF BETTER IMPROVING OR DELIVERY OF THE ABOVE MATERIALS AND I AGREE TO BE RESPONSIBLE FOR ABOVE VEHICLE TO COVER THE AMOUNT OF RETURN TRIP YOU MAY NOT BE HELD RESPONSIBLE FOR LOSS OF DAMAGE TO VEHICLE OR VEHICLE LOST IN TRUCKS OR LOSS OF FUEL. THIS ORDER IS NOT VALID UNTIL IT IS COUNTERSIGNED BY THE CUSTOMER.

SIGNED BY: William D. Bell
TITLE: _____
DATE: _____

ALL TERMS AND CONDITIONS APPLICABLE TO ALL ORDERS ARE IN FULL FULFILLING ORDER BY ORDER. A 1% PER MONTH (limited not 18%) INTEREST WILL BE CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF ANY ORDER IS RETURNED, THE ORDERING PARTY SHALL BE RESPONSIBLE FOR THE SAME. IN ADDITION TO A 1% COST OF COLLECTION AND A 1% COST OF COLLECTION AGENTS' FEE, AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 10% OF THE BALANCE DUE ON SAID ACCOUNT.

TOTAL LABOR	570	100
TOTAL PARTS	249	00
TOTAL TAX	0	00
TOTAL TOTAL	819	00
TOTAL TOTAL	819	00

1194

COKE BORING INC.

P.O. BOX 2015
FLORENCE, MS 39073
Call 601-940-8831

±8823

Order # 71128

Bill To

City of Jackson

NAME		CITY		STATE		ZIP	
DATE		AMOUNT		TAXES		TOTAL DUE	
<p><i>Referral spring hammer</i></p>							

I HEREBY APPROVE THE ABOVE ORDER BEING IN AT LEAST 30 DAYS WITH NECESSARY MATERIALS (YOU AND YOUR EMPLOYEES MAY CONTACT) ORDER NUMBER FOR PURPOSES OF PAYING EMPLOYERS IN RELATION TO BY ONE OR MORE EMPLOYERS (YOU) IS ACKNOWLEDGED ON HAVE SPECIAL TO BECOME THE SUBJECT OF ORDER NUMBER YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO PEOPLE OR MATERIALS LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

APPROVED BY: _____

SIGNATURE: _____

ALL TERMS AND CONDITIONS APPLICABLE TO ALL ORDERS. PAY TO DATE ALLOWING DATE (S) TO BE PAID. ALL PAY (S) MUST BE PAID. PAYMENT IS REQUIRED ON ALL ORDERS. ORDER IN HAND. IF ANY PORTION OF PAY CHANGES (YOU) (YOU), THE EMPLOYER AGREES TO PAY THE BALANCE. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE. ORDER NUMBER WILL BE THE SUBJECT OF 10% OF THE INVOICE DUE ON THE ORDER.

TOTAL LABOR	710.00
TOTAL PAID	
BAL. ON ORDER	
CUSTOMER PAY	
AMOUNT PAID	
BAL. PAID	710.00
BAL. DUE	

TOTAL PAID

710.00

1195

MINUTE BOOK 6Y

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1196



#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-489882

RECEIVED BY

2350139 (601)960-1592

Invoice # 0233048582

Cash Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # cash
Date: 12/1/2022

Page #1
Time: 11:10:47
Counterman: RO
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2		2004 CHEVROLET SILVERADO 1500 PU V8-325 5.3L						
		PBS PM515054	FRONT HUB ASSEMBLY	0.00	169.68	113.00	226.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	339.36	226.00	0.00	0.00

Sign up for promotions at www.btbautoparts.com
Cash Amt \$226.00

Pay This Amount: \$226.00 CA



#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
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JACKSON, MS 39201
(601)354-2560

233-489882

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2350139 (601)960-1592

Invoice # 0233048582

Cash Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # cash
Date: 12/1/2022

Page #1
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2		2004 CHEVROLET SILVERADO 1500 PU V8-325 5.3L						
		PBS PM515054	FRONT HUB ASSEMBLY	0.00	169.68	113.00	226.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	339.36	226.00	0.00	0.00

Sign up for promotions at www.btbautoparts.com
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233-488627

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Invoice # 02330488627

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230184
Date: 11/16/2022

Page #1
Time: 9:22:30
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1		DEL 24G	BATTERY	0.00	178.77	119.18	119.18	N
		Product Info: 88866249						
		CHI-8						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	178.77	119.18	0.00	0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$119.18 BC



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233-488627

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Invoice # 02330488627

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230184
Date: 11/16/2022

Page #1
Time: 9:22:30
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1		DEL 24G	BATTERY	0.00	178.77	119.18	119.18	N
		Product Info: 88866249						
		CHI-8						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	178.77	119.18	0.00	0.00

Sign up for promotions at www.btbautoparts.com

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Pay This Amount: \$119.18 BC

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1197



#233 CROW-BURLINGAME CO/CDP
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PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
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233-491080

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(601)960-1592

NO EQUIP #

Invoice #



02330491080

Charge Station: MGR

CITY OF JACKSON FBI
200 S PRESIDENT ST

PO # 99230269
Date: 12/19/2022

Page #1
Time: 9:58:42
Counterman: WS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1Q	1	ETW OTC3893	ENCORE DELUXE KIT	0.00		119.95	119.95	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00		119.95	0.00 0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$119.95 BC



#233 CROW-BURLINGAME CO/CDP
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Charge Station: MGR

CITY OF JACKSON FBI
200 S PRESIDENT ST

PO # 99230269
Date: 12/19/2022

Page #1
Time: 9:58:42
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Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1Q	1	ETW OTC3893	ENCORE DELUXE KIT	0.00		119.95	119.95	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00		119.95	0.00 0.00

Sign up for promotions at www.btbautoparts.com

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Pay This Amount: \$119.95 BC



#233 CROW-BURLINGAME CO/CDP
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233-491570

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02330491570

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CITY OF JACKSON FBI
200 S PRESIDENT ST

PO # 99230291
Date: 12/19/2022

Page #1
Time: 12:33:58
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Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2003 FORD F250 SUPER DUTY PU V8-330 5.4L SOHC						
1		GAT 43504	NEW WATER PUMP	0.00	80.30	53.53	53.53	N
1		MTC KH709	HEATER HOSE ASSEMBLY	0.00	168.47	112.31	112.31	N
1Q	1	MTC KH-599	HEATER HOSE ASSEMBLY	0.00	55.89	37.26	37.26	N

Product Info: F81Z18472HB

MTC KH-599 qty = 1 ordered from

3002 - PW1 - MONROE on

2		PHI H6054C1	HALOGEN BULBS	0.00	37.13	24.75	49.50	N
1		DOR 615-188	INTAKE MANIFOLD	0.00	378.75	252.50	252.50	N
2		MTC VC7-B	COOLANT/ANTIFREEZE	0.00	29.81	19.87	39.74	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
8	0.00	0.00	0.00	0.00	817.29	544.84	0.00 0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$544.84 BC



#233 CROW-BURLINGAME CO/CDP
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233-491570

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02330491570

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CITY OF JACKSON FBI
200 S PRESIDENT ST

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2003 FORD F250 SUPER DUTY PU V8-330 5.4L SOHC						
1		GAT 43504	NEW WATER PUMP	0.00	80.30	53.53	53.53	N
1		MTC KH709	HEATER HOSE ASSEMBLY	0.00	168.47	112.31	112.31	N
1Q	1	MTC KH-599	HEATER HOSE ASSEMBLY	0.00	55.89	37.26	37.26	N

Product Info: F81Z18472HB

MTC KH-599 qty = 1 ordered from

3002 - PW1 - MONROE on

2		PHI H6054C1	HALOGEN BULBS	0.00	37.13	24.75	49.50	N
1		DOR 615-188	INTAKE MANIFOLD	0.00	378.75	252.50	252.50	N
2		MTC VC7-B	COOLANT/ANTIFREEZE	0.00	29.81	19.87	39.74	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
8	0.00	0.00	0.00	0.00	817.29	544.84	0.00 0.00

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MINUTE BOOK 6Y



#233 CROW-BURLINGAME CO/CDP
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233-487587

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CITY OF JACKSON PBI
200 S PRESIDENT ST
JACKSON, MS 39201

PO # 99230133
Date: 11/4/2022

Page #1
Time: 10:17:44
Counterman: KMS
Duplicate

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
			2012 FORD F350 SUPER DUTY PU V8-6651 6.7L Dsl					
1	PSC	89X17936A	FRT REB CALP w/HWDR	63.00	129.50	86.33	149.33	N
1	WAG	SX1334A	R SEVERE DUTY PADS	0.00	91.14	60.76	60.76	N
PR 1	BKP	BK709851	PERFECT STOP BRAKE	0.00	328.49	218.99	218.99	N
PE 2	PMD	126275	ROTOR	0.00		0.00	0.00	N
PE 1	WAG	PS1069M	SEMI-MET DISC PAD S	0.00		0.00	0.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
6	0.00	0.00	-0.00	63.00	549.13	429.66	0.00 0.00

Sign up for promotions at www.btbautoparts.com

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CITY OF JACKSON PBI
200 S PRESIDENT ST
JACKSON, MS 39201

PO # 99230133
Date: 11/4/2022

Page #1
Time: 10:17:44
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Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
			2012 FORD F350 SUPER DUTY PU V8-6651 6.7L Dsl					
1	PSC	89X17936A	FRT REB CALP w/HWDR	63.00	129.50	86.33	149.33	N
1	WAG	SX1334A	R SEVERE DUTY PADS	0.00	91.14	60.76	60.76	N
PR 1	BKP	BK709851	PERFECT STOP BRAKE	0.00	328.49	218.99	218.99	N
PE 2	PMD	126275	ROTOR	0.00		0.00	0.00	N
PE 1	WAG	PS1069M	SEMI-MET DISC PADS	0.00		0.00	0.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
6	0.00	0.00	-0.00	63.00	549.13	429.66	0.00 0.00

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Pay This Amount: \$429.08 BC



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233-486419

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Invoice # 02330486419

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST
JACKSON, MS 39201

PO # 9923006 TR744
Date: 10/24/2022

Page #1
Time: 2:42:27
Counterman: JCD
Duplicate

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
2	ANC	31-22	2011 FORD F250 SUPER DUTY PU V8-6210 6.2L SOHC WIPER BLADE	0.00	10.92	7.28	14.56	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	21.84	14.56	0.00 0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$14.56 BC



#233 CROW-BURLINGAME CO/CDP
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233-486419

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CITY OF JACKSON PBI
200 S PRESIDENT ST
JACKSON, MS 39201

PO # 9923006 TR744
Date: 10/24/2022

Page #1
Time: 2:42:27
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Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
2	ANC	31-22	2011 FORD F250 SUPER DUTY PU V8-6210 6.2L SOHC WIPER BLADE	0.00	10.92	7.28	14.56	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	21.84	14.56	0.00 0.00

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Pay This Amount: \$14.56 BC

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1199



#233 CROW-BURLINGAME CO/CDP
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233-484563

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CITY OF JACKSON FBI
200 S PRESIDENT ST

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Time: 8:09:44
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
EX 2	CON	XHD31C	HD TRK STUD TYPE	0.00	210.58	140.39	280.78	N

TKK778

TK778

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	421.16	280.78	0.00 0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$280.78 BC



#233 CROW-BURLINGAME CO/CDP
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
EX 2	CON	XHD31C	HD TRK STUD TYPE	0.00	210.58	140.39	280.78	N

TKK778

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	421.16	280.78	0.00 0.00

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200 S PRESIDENT ST

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Date: 9/22/2022

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Time: 4:05:02
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
1	PHL	9012LLB1	2018 FORD POLICE INTERCEPTOR V6-3496 3.5L DOHC DUAL BEAM HEADLIGHT	0.00	68.18	45.45	45.45	N

Pol1855

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	68.18	45.45	0.00 0.00

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Charge Station: MGR

CITY OF JACKSON FBI
200 S PRESIDENT ST

PO # 9922882
Date: 9/22/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
1	PHL	9012LLB1	2018 FORD POLICE INTERCEPTOR V6-3496 3.5L DOHC DUAL BEAM HEADLIGHT	0.00	68.18	45.45	45.45	N

Pol1855

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	68.18	45.45	0.00 0.00

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Pay This Amount: \$45.45 BC

MINUTE BOOK 6Y

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1200



#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
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233-487946

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Invoice # 02330487946

Charge Station: MGR

CITY OF JACKSON FBI
200 S PRESIDENT ST

PO # 99-23-0139
Date: 11/8/2022

Page #1
Time: 4:21:21
Counterman: MK
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
IX 1		2014 DODGE CHARGER V6-3604 3.6L DOHC						
IX 1	PSC	89-17678A	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
IX 1	PSC	89-17678B	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
PARTS COMING FROM MONROE AND MARIANNA P/C 1789 PER RANDY								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	250.26	166.84	0.00 0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$166.84 BC



#233 CROW-BURLINGAME CO/CDP
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
IX 1		2014 DODGE CHARGER V6-3604 3.6L DOHC						
IX 1	PSC	89-17678A	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
IX 1	PSC	89-17678B	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
PARTS COMING FROM MONROE AND MARIANNA P/C 1789 PER RANDY								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	250.26	166.84	0.00 0.00

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Pay This Amount: \$166.84 BC



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233-481690

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Invoice # 02330481690

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CITY OF JACKSON FBI
200 S PRESIDENT ST

PO # 9922882
Date: 9/9/2022

Page #1
Time: 10:49:23
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
1		2006 FORD TAURUS V6-182 3.0L OHV						
1	RBS	PV24	BEAM WIPER BLADE	0.00	15.74	10.49	10.49	N
1	RBS	PV20	BEAM WIPER BLADE	0.00	15.74	10.49	10.49	N
C1325								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	31.48	20.98	0.00 0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$20.98 BC



#233 CROW-BURLINGAME CO/CDP
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233-481690

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Invoice # 02330481690

Charge Station: MGR

CITY OF JACKSON FBI
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PO # 9922882
Date: 9/9/2022

Page #1
Time: 10:49:23
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
1		2006 FORD TAURUS V6-182 3.0L OHV						
1	RBS	PV24	BEAM WIPER BLADE	0.00	15.74	10.49	10.49	N
1	RBS	PV20	BEAM WIPER BLADE	0.00	15.74	10.49	10.49	N
PC1325								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	31.48	20.98	0.00 0.00

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SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1201



#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-487867

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2350139 (601)960-1592

Invoice # 02330487867

Charge Station: MGR

CITY OF JACKSON FBI
200 S PRESIDENT ST

PO # 99-23-0141
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Time: 9:55:00
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2010 DODGE AVENGER 4-144	2.4L DOHC					
1	QBP	19442	REMAN STARTER	50.00	121.20	80.80	130.80	N
1	CON	86-CS	BATTERY	15.00	143.93	95.95	110.95	N
		P/C 1590 PER RANDY SPELL						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	65.00	265.13	241.75	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2010 DODGE AVENGER 4-144	2.4L DOHC					
1	QBP	19442	REMAN STARTER	50.00	121.20	80.80	130.80	N
1	CON	86-CS	BATTERY	15.00	143.93	95.95	110.95	N
		P/C 1590 PER RANDY SPELL						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	65.00	265.13	241.75	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2015 DODGE RAM 1500 PICKUP V8-345	5.7L					
1	GAT	43559	NEW WATER PUMP	0.00	195.44	130.29	130.29	N
1	MTA	416-180	180P/82C THERMOSTAT	0.00	29.55	19.70	19.70	N
2	DEL	10-101	12346290 COOLANT E	0.00	27.65	18.43	36.86	N
		Product Info: 12346290						
1	GAT	K060730	SERPENTINE BELT	0.00	52.53	35.02	35.02	N
		PT800						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
5	0.00	0.00	0.00	0.00	332.82	221.87	0.00 0.00

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233-487887

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2015 DODGE RAM 1500 PICKUP V8-345	5.7L					
1	GAT	43559	NEW WATER PUMP	0.00	195.44	130.29	130.29	N
1	MTA	416-180	180P/82C THERMOSTAT	0.00	29.55	19.70	19.70	N
2	DEL	10-101	12346290 COOLANT E	0.00	27.65	18.43	36.86	N
		Product Info: 12346290						
1	GAT	K060730	SERPENTINE BELT	0.00	52.53	35.02	35.02	N
		PT800						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
5	0.00	0.00	0.00	0.00	332.82	221.87	0.00 0.00

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SPECIAL MEETING OF THE CITY COUNCIL
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1202



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233-487946

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
IX 1	PSC	89-17678A	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
IX 1	PSC	89-17678B	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
PARTS COMING FROM MONROE AND MARIANNA P/C 1789 PER RANDY								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	0.00	250.26	166.84	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
IX 1	PSC	89-17678A	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
IX 1	PSC	89-17678B	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
PARTS COMING FROM MONROE AND MARIANNA P/C 1789 PER RANDY								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	0.00	250.26	166.84	0.00 0.00

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CITY OF JACKSON PBI
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	MTC	BXT-65-750	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
Product info: BXT65750 P/C1277 PER RANDY SPELL								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	15.00	208.73	154.15	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	MTC	BXT-65-750	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
Product info: BXT65750 P/C1277 PER RANDY SPELL								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	15.00	208.73	154.15	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1		2005 FORD TAURUS V6-182 3.0L DOHC CON 36R-CS P/C 1277 PER RANDY SPELL	SUPREME 650 CCA	0.00	172.71	115.14	115.14	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00	172.71	115.14	0.00 0.00

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Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1		2005 FORD TAURUS V6-182 3.0L DOHC CON 36R-CS P/C 1277 PER RANDY SPELL	SUPREME 650 CCA	0.00	172.71	115.14	115.14	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00	172.71	115.14	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 2		CON XHD31C TC 50	HD TRK STUD TYPE	0.00	210.58	140.39	280.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	0.00	421.16	280.78	0.00 0.00

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CITY OF JACKSON FBI
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 2		CON XHD31C TC 50	HD TRK STUD TYPE	0.00	210.58	140.39	280.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	0.00	421.16	280.78	0.00 0.00

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SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1204



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233-488137

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CITY OF JACKSON PBI
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PO # 99230156
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
8		2009 FORD CROWN VICTORIA V8-281	4.6L SOHC					
8	MTC	SP405X	SUPPRESSOR SPRK PLUG	0.00	7.11	4.74	37.92	N
8	STA	FD-503	IGNITION COIL	0.00	78.78	52.52	420.16	N
1	MTC	FG-1114	FUEL FILTER	0.00	40.71	27.14	27.14	N
1		Product Info: 2M529155CA						
1	MTC	BXT-65-850	36 MONTH WET BATTERY	15.00	222.65	148.43	163.43	N
1		Product Info: BXT65850						
2	ANC	C-22-UB	FLAT WIPER BLADE	0.00	22.42	14.95	29.90	N
2		PG1483						
20								
20								

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
8		2009 FORD CROWN VICTORIA V8-281	4.6L SOHC					
8	MTC	SP405X	SUPPRESSOR SPRK PLUG	0.00	7.11	4.74	37.92	N
8	STA	FD-503	IGNITION COIL	0.00	78.78	52.52	420.16	N
1	MTC	FG-1114	FUEL FILTER	0.00	40.71	27.14	27.14	N
1		Product Info: 2M529155CA						
1	MTC	BXT-65-850	36 MONTH WET BATTERY	15.00	222.65	148.43	163.43	N
1		Product Info: BXT65850						
2	ANC	C-22-UB	FLAT WIPER BLADE	0.00	22.42	14.95	29.90	N
2		PG1483						
20								
20								

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		MIL S-790	1/4 COUPLER	0.00	29.99	19.99	19.99	N
1		SHOP SUPPLIES						

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		MIL S-790	1/4 COUPLER	0.00	29.99	19.99	19.99	N
1		SHOP SUPPLIES						

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SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1205



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CITY OF JACKSON, PBI
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2015 CHEVROLET COLORADO V6-3564 3.6L DOHC						
1	ANC	C-22-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-18-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	0.00	44.84	29.90	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2015 CHEVROLET COLORADO V6-3564 3.6L DOHC						
1	ANC	C-22-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-18-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	0.00	44.84	29.90	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1		2014 NISSAN-DATSUN SENTRA 4-1798 1.8L DOHC						
	MTX	BXT35A	BXT35A BATTERY	0.00	208.73	139.15	139.15	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00	208.73	139.15	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1		2014 NISSAN-DATSUN SENTRA 4-1798 1.8L DOHC						
	MTX	BXT35A	BXT35A BATTERY	0.00	208.73	139.15	139.15	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00	208.73	139.15	0.00 0.00

Sign up for promotions at www.brbautoparts.com

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SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1206



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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2015 CHEVROLET COLORADO 4-DR 2.5L DOMC						
1		MTM 47118	HEATER HOSE TEE	0.00	7.86	5.24	5.24	N
1		DEL 10-101	12346290 COOLANT E	0.00	27.63	18.43	18.43	N
1		ANC C-22-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1		ANC C-18-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
4	0.00	0.00	0.00	0.00	80.35	53.57	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2015 CHEVROLET COLORADO 4-DR 2.5L DOMC						
1		MTM 47118	HEATER HOSE TEE	0.00	7.86	5.24	5.24	N
1		DEL 10-101	12346290 COOLANT E	0.00	27.63	18.43	18.43	N
1		ANC C-22-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1		ANC C-18-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
4	0.00	0.00	0.00	0.00	80.35	53.57	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
2		CON XHD31C	HD TRK STUD TYPE	20.00	210.58	140.39	320.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	40.00	421.16	320.78	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
2		CON XHD31C	HD TRK STUD TYPE	20.00	210.58	140.39	320.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	40.00	421.16	320.78	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		CON XHD 3IC	HD TRK STUD TYPE	20.00	210.58	140.39	160.39	N

T735
TK725

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	-0.00	-0.00	20.00	210.58	160.39	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		CON XHD3IC	HD TRK STUD TYPE	20.00	210.58	140.39	160.39	N

T735

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	20.00	210.58	160.39	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 1		2008 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC MTC BXT-65-850 Product Info: BXT65850 P7650	36 MONTH WET BATTERY	0.00	222.65	148.43	148.43	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	222.65	148.43	0.00 0.00

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 1		2008 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC MTC BXT-65-850 Product Info: BXT65850 P7650	36 MONTH WET BATTERY	0.00	222.65	148.43	148.43	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	-0.00	-0.00	0.00	222.65	148.43	0.00 0.00

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SPECIAL MEETING OF THE CITY COUNCIL
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
6	PAF	BL003	GLOBAL LIFE TIME AN	0.00	25.46	16.97	101.82	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
6	0.00	0.00	0.00	0.00	152.76	101.82	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
6	PAF	BL003	GLOBAL LIFE TIME AN	0.00	25.46	16.97	101.82	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
6	0.00	0.00	0.00	0.00	152.76	101.82	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	MM1128	MM1128	NEW BLWR MTR W/WHL	0.00	245.66	163.77	163.77	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00	245.66	163.77	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	MM1128	MM1128	NEW BLWR MTR W/WHL	0.00	245.66	163.77	163.77	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00	245.66	163.77	0.00 0.00

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SPECIAL MEETING OF THE CITY COUNCIL
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
2	pc1767	900944	VENTED BRAKE ROTOR	0.00	134.84	89.89	179.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	269.68	179.78	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
2	pc1767	900944	VENTED BRAKE ROTOR	0.00	134.84	89.89	179.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	269.68	179.78	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	MOG	RK622916	2018 FORD POLICE INTERCEPTOR V6-3731 3.7L DOHC	0.00	184.83	123.22	123.22	N
2	PFB	PS901158HC	CONTRL ARM W/BALL JT	0.00	180.29	120.19	240.38	N
1	WAG	PS1611AM	F PREMIUM ROTOR	0.00	93.00	62.00	62.00	N
MOG RK622916 qty = 1 ordered from 2001 - PWI - LITTLE								
ROCK on invoice UX6923								
PFB PS901158HC qty = 2 ordered from 3002 - PWI - MONROE								
on invoice UX6931								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
4	0.00	0.00	0.00	0.00	638.41	425.60	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	MOG	RK622916	2018 FORD POLICE INTERCEPTOR V6-3731 3.7L DOHC	0.00	184.83	123.22	123.22	N
2	PFB	PS901158HC	CONTRL ARM W/BALL JT	0.00	180.29	120.19	240.38	N
1	WAG	PS1611AM	F PREMIUM ROTOR	0.00	93.00	62.00	62.00	N
MOG RK622916 qty = 1 ordered from 2001 - PWI - LITTLE								
ROCK on invoice UX6923								
PFB PS901158HC qty = 2 ordered from 3002 - PWI - MONROE								
on invoice UX6931								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
4	0.00	0.00	0.00	0.00	638.41	425.60	0.00	0.00

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SPECIAL MEETING OF THE CITY COUNCIL
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2011 FORD RANGER PICKUP 4-140 2.3L DOHC					
1	MTC	BXT-59	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
1	MTC	FA-1744	AIR FILTER	0.00	22.92	15.28	15.28	N
1	MTC	FG-1036	FUEL FILTER	0.00	84.92	56.61	56.61	N
1	ATP	B-158	A/T FILTER KIT	0.00	49.62	33.08	33.08	N
2	MTC	MCSOE55	LOWER BALL JOINT	0.00	78.20	52.13	104.26	N
2	MTC	WW1803PF	PLAT WIPER BLADE	0.00	18.08	12.05	24.10	N
4	MTC	SP541A	SUPPRESSOR SPRK PLUG	0.00	11.72	7.81	31.24	N
1	MTC	WR-6039	TAILOR RES WIRES	0.00	51.18	34.12	34.12	N

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Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2011 FORD RANGER PICKUP 4-140 2.3L DOHC					
1	MTC	BXT-59	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
1	MTC	FA-1744	AIR FILTER	0.00	22.92	15.28	15.28	N
1	MTC	FG-1036	FUEL FILTER	0.00	84.92	56.61	56.61	N
1	ATP	B-158	A/T FILTER KIT	0.00	49.62	33.08	33.08	N
2	MTC	MCSOE55	LOWER BALL JOINT	0.00	78.20	52.13	104.26	N
2	MTC	WW1803PF	PLAT WIPER BLADE	0.00	18.08	12.05	24.10	N
4	MTC	SP541A	SUPPRESSOR SPRK PLUG	0.00	11.72	7.81	31.24	N
1	MTC	WR-6039	TAILOR RES WIRES	0.00	51.18	34.12	34.12	N

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
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PT733

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
13	0.00	0.00	-0.00	15.00	656.81	452.84	0.00 0.00

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Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
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PT733

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
13	0.00	0.00	-0.00	15.00	656.81	452.84	0.00 0.00

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SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1211



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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
EX 1		2009 CHEVROLET IMPALA V6-237 3.9L						
		DEL 34PS	BATTERY	0.00	203.01	135.34	135.34	N
		Phone Info: 88866059						
		pci423						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00	203.01	135.34	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
EX 1		2009 CHEVROLET IMPALA V6-237 3.9L						
		DEL 34PS	BATTERY	0.00	203.01	135.34	135.34	N
		Phone Info: 88866059						
		pci423						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	0.00	0.00	203.01	135.34	0.00 0.00

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PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-490699

RECEIVED BY

2350139 (601)960-1592

Invoice #



Charge Station: MGR

CITY OF JACKSON FBI
200 S PRESIDENT ST

PO # 99230241
Date: 12/9/2022

Page #1
Time: 9:13:17
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
1		2012 JEEP TRUCK LIBERTY V6-226 3.7L SOHC						
		WAG PC1327	F CERAMIC PADS	0.00	90.00	60.00	60.00	N
		WAG PC1274	R CERAMIC PADS	0.00	72.00	48.00	48.00	N
		suv60						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	0.00	162.00	108.00	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Year Cost	Extension	Tax
1		2012 JEEP TRUCK LIBERTY V6-226 3.7L SOHC						
		WAG PC1327	F CERAMIC PADS	0.00	90.00	60.00	60.00	N
		WAG PC1274	R CERAMIC PADS	0.00	72.00	48.00	48.00	N
		suv60						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	0.00	0.00	162.00	108.00	0.00 0.00

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MINUTE BOOK 6Y



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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230242
Date: 12/9/2022

Page #1
Time: 9:14:49
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2012 FORD F250 SUPER DUTY P/U V8-6210 6.2L SOHC						
		MTC OL8686	NEW ALTERNATOR	75.00	479.01	319.34	394.34	N
		Product Info: CC3210346A						
1		K061058	SERPENTINE BELT	0.00	47.90	31.93	31.93	N
		tk760						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	75.00	526.91	426.27	0.00	0.00

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PAINT DEPT: (601) 353-2627
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233-490700

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Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230242
Date: 12/9/2022

Page #1
Time: 9:14:49
Counterman: KMS
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2012 FORD F250 SUPER DUTY P/U V8-6210 6.2L SOHC						
		MTC OL8686	NEW ALTERNATOR	75.00	479.01	319.34	394.34	N
		Product Info: CC3210346A						
1		GAT K061058	SERPENTINE BELT	0.00	47.90	31.93	31.93	N
		tk760						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	75.00	526.91	426.27	0.00	0.00

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230237
Date: 12/9/2022

Page #1
Time: 9:38:33
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2011 FORD RANGER PICKUP 4-140 2.3L DOHC						
		MOG RK80054	CONTRL ARM W/BALL JT	0.00	96.96	64.64	64.64	N
		pt733						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	96.96	64.64	0.00	0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$64.64 BC



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CITY OF JACKSON PBI
200 S PRESIDENT ST

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Date: 12/9/2022

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Time: 9:58:33
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Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2011 FORD RANGER PICKUP 4-140 2.3L DOHC						
		MOG RK80054	CONTRL ARM W/BALL JT	0.00	96.96	64.64	64.64	N
		pt733						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	96.96	64.64	0.00	0.00

Sign up for promotions at www.btbautoparts.com

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Pay This Amount: \$64.64 BC

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1213



#233 CROW-BURLINGAME CO/CDP
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Invoice #



Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230239
Date: 12/9/2022

Page #1
Time: 12:49:19
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2009 CHEVROLET IMPALA V6-237 3.9L						
	DEL	15-74122	BLD DR/WTR SHTOP ATR	0.00	69.69	46.46	46.46	N

Product Info: 22754988
pc1425

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	69.69	46.46	0.00 0.00

Sign up for promotions at www.btbautoparts.com

Pay This Amount: \$46.46 BC



#233 CROW-BURLINGAME CO/CDP
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JACKSON, MS 39201
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(601)960-1592

Invoice #



Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230239
Date: 12/9/2022

Page #1
Time: 12:49:19
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2009 CHEVROLET IMPALA V6-237 3.9L						
	DEL	15-74122	BLD DR/WTR SHTOP ATR	0.00	69.69	46.46	46.46	N

Product Info: 22754988
pc1425

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	69.69	46.46	0.00 0.00

Sign up for promotions at www.btbautoparts.com

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Pay This Amount: \$46.46 BC



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Invoice #



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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230248
Date: 12/9/2022

Page #1
Time: 3:12:47
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2019 CHEVROLET TAHOE V8-325 5.3L						
	DEL	251-821	NEW WATER PUMP	0.00	210.58	140.39	140.39	N

Product Info: 12692045

DEL 10-101

Product Info: 12346290

SUV89

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
3	0.00	0.00	-0.00	0.00	265.88	177.25	0.00 0.00

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Invoice #



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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230248
Date: 12/9/2022

Page #1
Time: 3:12:47
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1		2019 CHEVROLET TAHOE V8-325 5.3L						
	DEL	251-821	NEW WATER PUMP	0.00	210.58	140.39	140.39	N

Product Info: 12692045

DEL 10-101

Product Info: 12346290

SUV89

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
3	0.00	0.00	-0.00	0.00	265.88	177.25	0.00 0.00

Sign up for promotions at www.btbautoparts.com

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230250
Date: 12/12/2022

Page #1
Time: 9:44:31
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	1	H11CJ	STANDARD HALOGEN	0.00	16.67	11.11	11.11	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	16.67	11.11	0.00	0.00

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Invoice #



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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230250
Date: 12/12/2022

Page #1
Time: 9:44:31
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	1	H11CJ	STANDARD HALOGEN	0.00	16.67	11.11	11.11	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	16.67	11.11	0.00	0.00

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Pay This Amount: \$11.11 BC



#233 CROW-BURLINGAME CO/CDP
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(601)354-2560

233-490885

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Invoice #



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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230252
Date: 12/12/2022

Page #1
Time: 11:03:39
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	1	PC1802	2015 CHEVROLET COLORADO 4-2457 2.5L DOHC F CERAMIC PADS	0.00	88.50	59.00	59.00	N
1	1	PC1806	WAG R CERAMIC PADS	0.00	70.50	47.00	47.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	159.00	106.00	0.00	0.00

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230252
Date: 12/12/2022

Page #1
Time: 11:03:39
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Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	1	PC1802	2015 CHEVROLET COLORADO 4-2457 2.5L DOHC F CERAMIC PADS	0.00	88.50	59.00	59.00	N
1	1	PC1806	WAG R CERAMIC PADS	0.00	70.50	47.00	47.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	159.00	106.00	0.00	0.00

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SHOP
SUPPLIES

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233-61502

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Invoice # 02330515028

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CITY OF JACKSON PRI
200 S President Street

PO # 99230330
Date: 2/31/2023

Page #1
Time: 10:50:4
Counterman: KM

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	WIL	W30736	MINI NEEDLE NOSE FLI	0.00	12.37	7.42	7.42	N
1	WIL	W30737	6IN LONG NOSE FLIBR	0.00	16.90	10.14	10.14	N
1	WIL	W30733	8IN LONG NOSE FLIBR	0.00	21.43	12.86	12.86	N
shop supplies								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
3	0.00	0.00	-0.00	0.00	50.70	30.42	0.00	0.00

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233-488580

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CITY OF JACKSON PRI
200 S PRESIDENT ST

PO # 99-23-0179
Date: 11/15/2022

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Time: 3:06:33
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Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	ANC	C-22-UB	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-21-UB	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
P/C 1641 PRR RANDY SPELL								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	44.84	29.90	0.00	0.00

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CITY OF JACKSON PRI
200 S PRESIDENT ST

PO # 99-23-0179
Date: 11/15/2022

Page #1
Time: 3:06:33
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Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	ANC	C-22-UB	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-21-UB	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
P/C 1641 PRR RANDY SPELL								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	44.84	29.90	0.00	0.00

Sign up for promotions at www.btbautoparts.com

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Pay This Amount: \$29.90 BC

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.

1217

CORRESPONDENCE TO		ORIGINAL COPY		REMITTANCE ADDRESS	
PO BOX 2493 FT WORTH, TX 76113-14		REORDERS CALL # 1-800-527-9929 FAX # 1-972-438-0634 WWW.CERTIFIEDLABS.COM		CERTIFIED LABORATORIES PO BOX 971269 DALLAS, TX 75397-1269	
Ship To Attn: RANDY / POLICEPC1790		Ship To Attn: STEVE WILSON		As of 12/1/23 we will impose a surcharge of 3% when paying by credit card, which is not greater than our cost of acceptance	
CITY OF JACKSON 1225 MICHAEL AVALON ST JACKSON MS 39209-2651		CITY OF JACKSON MUNICIPAL GARAGE BLDG C MAINTENANCE 4225 MICHAEL AVALON ST JACKSON MS 39209			
Customer No. 337291	Billing Date 29-AUG-23	Terms 10 NET	Due Date 09-SEP-23	Ship Date 29-AUG-23	Sales Order 5943396 0
Invoice No. 8366797	Freight Order No. ERIC FOX		Sales Rep. No. USTPLAS		Sales Rep. Name VALAHAK, MICHAEL
Product	Qty	Description	Unit	Price	Amount
12024315	2	TEXUSOLV II, 14 GL FILL / 30 GL DRUM, NAC CL	CNT	2.00	330.30
12094177	1	FUEL SURCHARGE, CL	EA	1.00	9.95
					1,060.4
Merchandise 1898.55		State Tax 0.00	Local Tax 0.00	Shipping 108.96	Total Amount 1,179.51
TX		TX ID # 145-009093		Federal ID # 75-0457200	
MADE WITHIN 15 DAYS AFTER RECEIPT OF GOODS. MERCHANDISE NOT ACCEPTED FOR CREDIT WITHOUT OUR PRIOR WRITTEN CONSENT. ** DISTRIBUTION SERVICES INCLUDE SHIPPING & HANDLING CHARGES - F.O.B. IRVING					
Please MAIL WITH PAYMENT					
TO ENSURE PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR REMITTANCE MAKE CHECKS PAYABLE ONLY TO CERTIFIED LABORATORIES					
CERTIFIED		Customer Acct. No. 337291	Invoice No. 8366797	Amount Due 1,179.51	Amount Paid 0.00
Sold To CITY OF JACKSON 4225 MICHAEL AVALON ST JACKSON MS 39209-2651 Address Changes or Comments A/P (Email) Address 1		Make Checks Payable To CERTIFIED LABORATORIES PO BOX 971269 DALLAS, TX 75397-1269			

000000000337291 000000008366797 000000000117951 3

Vice President Lee moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE.

WHEREAS, the Environmental Service Center located at 1570 University Boulevard is funded through the Mississippi Department of Environmental Quality's Solid Waste Assistance Grant; and

WHEREAS, the Solid Waste Assistance Grant is applied for October 1st and April 1st of each fiscal year; and

WHEREAS, the City is requesting the full amount of \$75,000 October 1st and April 1st of each year to keep the Environmental Service Center operational; and

WHEREAS, the City provides the Environmental Service Center to residents in the tri-county area for the proper disposal of all household hazardous waste materials that cannot be disposed with regular garbage.

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to apply for a grant with the Mississippi Department of Environmental Quality to fund the Environmental Service Center.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary to administer said grant.

Vice President Lee moved adoption; Council Member Grizzell seconded.

MINUTE BOOK 6Y

President Banks recognized **Lakesha Weathers, Solid Waste Manager** and **Robert Lee, City Engineer**, who provided a brief overview of said item.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

* * * * *

**ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING
ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF
DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER
EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO
OWNERS/GRANTORS TWIN SISTERS TRUST.**

WHEREAS, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

WHEREAS, the Real Property Acquisition Policies Law, §§43-31-1, et seq., provides the requirements for acquiring privately owned real property for projects; and

WHEREAS, the Department of Public Works discovered a sinkhole caused by the failure of a sewer line running from Lyncrest Avenue to St. Ann Street; and

WHEREAS, the failure and sinkhole occurred in the backyard of residential property located at 1509 St. Ann Street and identified on the Hinds County Landroll as Parcel Number 15-151-1; and

WHEREAS, the sinkhole irreparably damaged the foundation of a garage structure on the property, which required the garage to be demolished; and

WHEREAS, the failed sewer line also caused the death of a large tree on the property, which necessitated its removal to eliminate the danger of damage to property and human life; and

WHEREAS, upon investigation of the land records, there appeared to be no permanent easement across the property for the sewer line; and

WHEREAS, investigation of the condition of the sewer line revealed that a portion of the sewer of line had disintegrated and needed to be relocated onto the driveway of 1509 St. Ann Street; and

WHEREAS, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. § 43-37-3, in order to make repairs to a sewer line, has sought to acquire a permanent easement over certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-151-1 and owned by Twin Sisters Trust; and

WHEREAS, The City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3 (b), and in order to make such repairs to a sewer line running between Lyncrest Avenue and St. Ann Street has made reasonable effort to acquire expeditiously an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-1-151 (Twin Sisters Trust); and

WHEREAS, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3(b) and in order to make such repairs to a sewer line and compensate the owner for damages caused by the sewer line failure has obtained an appraisal for permanent easement over real property located in the City of Jackson, Hinds County, Mississippi, identified on the Hinds County Landroll as Parcel Number 15-1-151 (Twin Sisters Trust, owner of record) and damages to said parcel; and

WHEREAS, fair market value for a permanent easement over real property located in City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 15-1-151 (Twin Sisters Trust, owner of record) needed for repairs to a sewer line and damages to the property caused by the failure of the sewer line is \$45,000.00; and

WHEREAS, the Department of Public Works for the City of Jackson, Mississippi, recommends approval of this order to assist in the completion of repairs to one of its sewer lines; and

WHEREAS, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi, that the repairs to the sewer line running between Lyncrest Avenue and St. Ann Street be completed and that completion of said project will similarly benefit the citizens within and to the City of Jackson, Mississippi;

IT IS, THEREFORE, ORDERED that just compensation is established in the amount of \$45,000.00 for acquisition of a permanent easement over certain property and damages herein identified as a Parcel Number 15-1-151 (Twin Sisters Trust, owner of record) and that a warrant payable to Twin Sisters Trust, as record owner in an amount not to exceed \$45,000.00, be issued and made.

Council Member Lindsay moved adoption; **Council Member Grizzell** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Abstentions – Stokes.

Absent – None.

ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR UNDERGROUND STORAGE TANK FEES ASSOCIATED WITH THE LICENSING AND REGULATION OF FOUR (4) UNDERGROUND STORAGE TANKS.

WHEREAS, state law requires the payment of fees to the Mississippi Department of Environmental Quality to license the operation of underground storage tanks; and

WHEREAS, the City of Jackson maintains an underground storage tank for the Emergency Operations Center, located at the Eudora Welty Library, 300 North State Street; and

WHEREAS, prior to the appointment of the Interim Third-Party Manager to control, operate, and maintain the City of Jackson's sewer system, on October 5, 2023, the City operated an underground storage tank at Westside Lift Station #5, 4210 Church Circle, and two at the Trahon Wastewater Treatment Plant, 1 Apache Drive-Landfill Road; and

WHEREAS, the cost of the license for the EOC underground storage tank for the period August 1, 2021 through July 31, 2023 was \$450.00; and

WHEREAS, the cost of the license for the two underground storage tanks at Trahon Wastewater Treatment Plant for the period August 1, 2021 through July 31, 2023 was \$900.00; and

WHEREAS, the cost of the license for the Westside Lift Station #5 underground storage tank for the period August 1, 2021 through July 31, 2022 was \$450.00; and

WHEREAS, a copy of the invoice for the license fees, totaling \$1,800.00, is attached to this Order and made a part of the minutes.

IT IS, THEREFORE, ORDERED that payment of \$1,800.00 to the Mississippi Department of Environmental Quality be authorized for four underground storage tank licenses.

IT IS FURTHER ORDERED that the check include customer number C/115 and be made payable to DEQ/UST.

STATE OF MISSISSIPPI				
DEPARTMENT OF ENVIRONMENTAL QUALITY				
P.O. BOX 2339				
JACKSON, MS 39225-2339				
UNDERGROUND STORAGE TANKS				
STATEMENT				
December 01, 2023				
CITY OF JACKSON		Customer #: C/115		
TERRY WILLIAMSON		DEQ Contact: ASHLEY TENBLEY		
PO BOX 17		(601) 961-5023		
JACKSON, MS 39205		ACCOUNTS_RECEIVABLE@DEQ.MS.GOV		
Facility		Current Year Balance	Late Fee Balance	Prior Years Facility Balance Balance Due
10125	WESTSIDE LIFT STATION #5 4210 Church Circle Jackson, MS 39209	150.00	75.00	225.00 450.00
10429	EMERGENCY OPERATIONS CENTER 300 North State Street Jackson, MS 39205	150.00	75.00	225.00 450.00
11985	TRAHON WASTEWATER TREATMENT PLANT 1 Apache Dr - Landfill Rd Jackson, MS 39212	300.00	150.00	450.00 900.00
				\$1,800.00
				Outstanding: 0.00
				Total Balance Due: \$1,800.00

Please include Customer # on check made payable to DEQ/UST

Council Member Grizzell moved adoption; Vice President Lee seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

President Banks requested that Agenda Item No.14 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AMENDING THE FISCAL YEAR 2023-2024 BUDGET OF THE CITY OF JACKSON TO PROVIDE FOR THE TRANSFER OF FUNDS TO THE CAPITAL CITY CONVENTION CENTER.

WHEREAS, certain unbudgeted needs and allocations in the amount of \$480,000.00 have arisen since the adoption of the Fiscal Year 2023-2024 City of Jackson Budget; and

WHEREAS, the Fiscal Year 2023-2024 City of Jackson Budget should be amended to provide funding of these unbudgeted needs by moving funds from the fund balance where they are needed to fund additional, unfunded needs of the Capital City Convention Center; and

WHEREAS, the Mississippi Telecommunication Conference and Training Center Commission was created pursuant to Mississippi Code Ann. S 31-31-5 and funding for the maintenance of the facility and renovations, improvements and additions to the facility is provided pursuant to Mississippi Code Ann. §31-31-11; and

WHEREAS, for approximately four years, since March 2020, the funding received pursuant to the statute has been expended on bond deficits and bond payments, and has therefore resulted in no sales tax funds flowing directly to the Commission for payments to the operator management company; and

WHEREAS, on August 3, 2021, the Jackson City Council authorized the Mayor to issue American Rescue Plan funds to the Jackson Convention Complex in the amount of \$570,000 and on February 4, 2022, the Jackson City Council authorized the Mayor to issue American Rescue Plan funds to the Jackson Convention Complex in the amount of \$500,000; and

WHEREAS, additional funding in the amount of \$300,000.00 was requested by the Capital City Convention Center for immediate funding in response to its management company's (OVG) letters of default; and

WHEREAS, without additional funding from the City of Jackson, the funding shortfalls suffered by the Capital City Convention Center may cause the Convention Center complex to cease operations; and

WHEREAS, the request to amend the following fund is being made:
ARPA FUNDS \$480,000.00.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2023-2024 Budget of the City of Jackson be amended as follows:

To/From Fund/Account Number Amount

From	ARPA FUNDS	\$480,000.00
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Vice President Lee moved adoption; **Council Member Grizzell** seconded.

President Banks recognized **Council Member Lindsay** who moved; seconded by **Council Member Grizzell**, to substitute said order with the recommended order provided by City Legal. The motion prevailed by the following votes:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

Thereafter, **President Banks** called for a vote on said item as amended:

ORDER AUTHORIZING THE MAYOR TO ISSUE FUNDS TO THE JACKSON CONVENTION CENTER.

WHEREAS, the Mississippi Telecommunication Conference and Training Center Commission was created pursuant to Miss. Code Ann. § 31-31-5, and funding for the maintenance of the facility and renovations, improvements, and additions to the facility is provided pursuant to Miss. Code Ann. § 31-31-11; and

WHEREAS, for approximately four years, the funding received according to the statute has been expended on bond deficits and bond payments; therefore, no sales tax funds flowed directly to the Commission for payments to the operator management company; and

WHEREAS, on August 3, 2021, the Jackson City Council authorized the Mayor to issue American Rescue Plan funds to the Jackson Convention Complex in the amount of \$570,000.00; and

WHEREAS, on February 4, 2022, the Jackson City Council authorized the Mayor to issue American Rescue Plan funds to the Jackson Convention Complex in the amount of \$500,000.00, and the amount of \$300,000.00 to the Capital City Convention Center in response to its management company's (OVG) letters of default; and

WHEREAS, the Mississippi Telecommunication Conference and Training Center Commission has the power to accept grants of money from any source; and

WHEREAS, the Department of Finance requests that the governing authority for the City appropriate \$480,000.00 to cover operational costs for the Jackson Convention Center.

IT IS, THEREFORE, ORDERED that the Mayor shall have the authority to authorize an appropriation in the amount of \$480,000.00 to the Jackson Convention Complex from the American Rescue Plan funds.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – Stokes.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFER, INC. FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT.

WHEREAS, the City of Jackson entered into a preliminary engineering services contract with Neel-Schaffer, Inc. for work on the Medgar Evers Boulevard RAISE Grant Project, with construction partially funded by a \$20,000,000.00 RAISE grant from the United States Department of Transportation; and

WHEREAS, the Neel-Schaffer, Inc., has completed 60% plans in accordance with the original contract, and the proposed supplemental agreement will complete all design work on this project; and

WHEREAS, Neel-Schaffer, Inc. has provided a cost estimate of \$547,508.75 to provide the final phase of preliminary engineering services for the project, which includes the following additional work:

Additional survey, maps and deeds, ROW acquisition, finalize listing of pay items, plan and profile sheets showing final geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, final size and location of all drainage structures; plotting cross drain structures on the cross sections; final plans which will include Professional Engineering and Technical Services in connection with the design of Water and Sewer Line Replacement and/or Renovation; attendance and conducting of a plan-in-hand Office Review, submittal of the Plans, Specifications and Estimate, the initial bidding and award of the project and the holding of the preconstruction meeting; and

WHEREAS, the terms and conditions of the original contract remain the same; and

WHEREAS, the City Engineer recommends the approval of this Supplemental Agreement #2 to allow the completion of design, and bidding and award of the construction contract for project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute supplemental agreement #2 to the preliminary engineering services contract with Neel-Schaffer, Inc. for the Medgar Evers Boulevard RAISE Grant Project, for an amount not to exceed \$547,508.75.

Council Member Grizzell moved adoption; **Council Member Stokes** seconded.

President Banks recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

There came on for consideration, Agenda Item No. 34:

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD’S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS. **President Banks** stated that said item would be discussed later in the meeting.

ORDER AUTHORIZING PAYMENT OF \$65,728.54 TO JERMAL CLARK AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY.

WHEREAS, on May 30, 2023, sewage flowed into the house located at 2939 Oakmont Drive, Jackson, Mississippi, owned by the Jermal Clark and caused damage; and

WHEREAS, pursuant to the terms of the Consent Decree entered in the United States District Court for the Southern district of Mississippi Cause # 3:12-CV-790 TSL-MTP, the City paid Mr. Clark the sum of 11,947.44 for hazard mitigation and cleaning; and

WHEREAS, Mr. Clark submitted a demand for payment of the cost of temporary lodging, interior restoration, mileage, storage fees and personal property damage; and

WHEREAS, after reviewing the circumstances surrounding the incident and the current state of the law regarding the availability of immunity pursuant to the Mississippi Tort Claims Act, the Office of the City Attorney recommended that the claim be compromised; and

WHEREAS, it is recommended that the claim of Jermal Clark be compromised for the sum of \$65,728.54 without any admission of liability.

IT IS HEREBY ORDERED that the claim of Jermal Clark for property damage may be compromised for the sum of \$65,728.54 with the understanding that the City of Jackson is not admitting liability and subject to Jermal Clark accepting offer and releasing the City of Jackson for any known or unknown damage arising out of the May 30, 2023 incident.

Council Member Grizzell moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY’S FEES ON BEHALF OF JACKSON POLICE OFFICER RAKASHA ADAMS, IN THE MATTER OF

THE ESTATE OF CRYSTALLINE BARNES, DECEASED VS. THE CITY OF JACKSON, ALBERT TAYLOR, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, RAKASHA ADAMS, IN HER INDIVIDUAL CAPACITY; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:18-CV-644-CWR-LGI.

WHEREAS, on September 17, 2018, the Estate of Crystalline Barnes, filed a federal civil rights lawsuit against the City of Jackson, Mississippi, Albert Taylor, in his individual capacity, and Rakasha Adams, in her individual capacity from an alleged incident that occurred on or about January 27, 2018; and

WHEREAS, Officer Rakasha Adams was sued in her individual capacity; and

WHEREAS, the Office of the City Attorney determined that there was a high risk of a conflict of interest in the representation of Officer Adams in both her official and individual capacities inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Officer Adams desired to be presented by the law firm Danks, Miller & Cory, PA by and through Attorney Michael Cory; and

WHEREAS, Attorney Michael Cory successfully defended Officer Adams in the litigation of this matter, resulting in a defense verdict by a federal jury;and

WHEREAS, Attorney Michael Cory's hourly rate is \$150 per hour, and he incurred attorney's fees in the amount of \$40,052.94 during the entire litigation of this matter.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Michael Cory with the law firm Danks, Miller & Cory for the representation of Officer Adams in the matter of the Estate of Crystalline Barnes vs. City of Jackson, et al. in the amount of \$40,052.94.

Council Member Banks moved adoption; **Council Member Lindsay** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay.

Nays – None.

Abstention – Stokes.

Recusal– Grizzell.

Note: Council Member Grizzell recused himself and left the meeting prior to any discussion of the said item.

Note: Council Member Lindsay left the meeting.

There came on for Discussion Agenda Item No. 37:

DISCUSSION: THIEVES AND DOPE BOYS: **President Banks** recognized **Council Member Stokes** who expressed concerns regarding the need for a 24-hour surveillance camera in the Industrial Drive Business Community to help prevent crime in that area and requested help in addressing a drug problem at a convenience store on Woodrow Wilson Blvd. **President Banks** recognized **Mayor Chokwe Antar Lumumba** who stated he would speak with Chief Wade and Assistant Chief Grizzell about his concerns.

Note: Council Member Grizzell returned to the meeting.

DISCUSSION: NEIGHBORHOOD ILLEGAL GATHERINGS: President Banks recognized Council Member Stokes who expressed concerns regarding party like gatherings taking place on abandon lots and at vacant houses with illegal activity taking place. Stokes stated these gathering was causing fear among the senior citizen community in his area. President Banks recognized Mayor Chokwe Antar Lumumba who instructed the Legal Department to look into any laws that may would help rectify this situation.

Note: Council Member Lindsay returned to the meeting.

DISCUSSION: HUMANITARIAN CEASEFIRE IN GAZA: President Banks recognized Mayor Chokwe Antar Lumumba who condemned the actions of Hamas as well as the innocent lives taken by the State of Israel. President Banks recognized Melissa Payne, Director of Communications, who read a Proclamation Issued by the Mayor.

DISCUSSION: PENDING LITIGATION: President Banks stated said discussion item would be held until a later meeting at the request of Drew Martin, City Attorney..

There came on for consideration Agenda item No. 41:

MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Banks stated that all City Council members had received the monthly financial report for review.

There came on for consideration Agenda item No. 34:

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD'S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard's Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard's Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor has negotiated such a contract with Richard's Disposal, Inc. that will provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

WHEREAS, copy of the contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard's Disposal, Inc. to provide solid waste collection services consistent with the terms set forth in this order, with the Request for Proposals, Richard's Disposal, Inc.'s Proposal, and the terms of the contract attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

**AGREEMENT
FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD'S DISPOSAL, INC.**

This Agreement made and entered into on this the ____ day of _____, 2024, by and between the City of Jackson, Mississippi, hereinafter referred to as the "City" and Richard's Disposal, Inc., hereinafter referred to as "Contractor".

WITNESETH

WHEREAS, the City advertised for proposals for solid waste collection services, in accord with Mississippi public purchasing law, Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an evaluation committee consisting of City employees reviewed the two proposals submitted and ranked them on the basis of (1) Service Provider's plan for performing the required services; (2) Service Provider's plan to include minority participation in contract; and (3) fee proposal, which was scored objectively using the formula presented in the Request for Proposals; and

WHEREAS, the evaluation committee submitted its recommendation to the Mayor based on its evaluation, which recommended that the Mayor negotiate with Richard's Disposal, Inc. for a Solid Waste Collection Services Agreement; and

WHEREAS, the City and Richard's Disposal, Inc. having negotiated and agreed upon the terms and conditions, and the compensation for Richard's Disposal, Inc. providing solid waste services consistent with the Request for Proposals and the proposal of Richard's Disposal, Inc.; and

WHEREAS, the City and Richard's Disposal, Inc. are each desirous of entering into an agreement on the terms and conditions. and the compensation negotiated.

NOW, THEREFORE, it is hereby agreed as follows:

1. AGREEMENT DOCUMENTS

The agreement between the City and Contractor shall consist of this Agreement, the Request for Proposals, which is attached hereto as Exhibit "A", the Technical Proposal of Contractor, attached hereto as Exhibit "B", the Equal Business Opportunity Plan, attached hereto as Exhibit "C", and the City Facilities Collection Schedule, attached hereto as Exhibit "D". The Agreement shall also include the transition plan and education plan required in the Request for Proposals, which shall be incorporated herein upon its submittal and approval by the City.

2. TERM

The term of this Agreement shall begin April 1, 2024, (the "Commencement Date") and continue through March 30, 2030 (the "Initial Term"); provided however, that the Agreement may be extended for up to four (4) additional periods of one (1) year solely at the City's discretion and expressed in writing before the end of the Initial Term or each one-year extension term, as applicable.

3. COMPENSATION AND PAYMENT

3.1 COMPENSATION FOR SOLID WASTE SERVICES

As compensation for the solid waste services, including, but not limited to collection, as offered in Contractor's Proposal, as modified by the terms of this Agreement, the City shall pay to Contractor the sum of eight-hundred ninety-one thousand dollars and no cents (\$891,000.00) per month. Such compensation includes the cost of purchasing and delivery of up to 45,000 carts to residents. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with section 3.3.

3.2 PAYMENT TO CONTRACTOR

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis, reduced by any liquidated damages, within forty-five (45) days of receipt, pursuant to the requirements of Section 31-7-305 of the Mississippi Code of 1972, as amended. If the City fails to pay the undisputed amount of a monthly invoice, interest shall accrue on the outstanding balance at a rate of one and one-half percent (1 ½ %) each month or any portion thereafter or such other amount as may be prescribed by Mississippi law of Timely Payment for Purchases by Public Bodies.

3.3 DISPOSAL CHARGES

The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 5.8 or otherwise designated by the City, and any such charges paid by the Contractor, will be billed to the City separately from the compensation set forth in Section 3.1 and will be paid by the City.

3.4 RATE ADJUSTMENT

On July 1, 2025, and annually thereafter, the parties shall determine the increase in the monthly compensation based upon a pricing index over the previous 12- month period based on the Annual CPI for All Urban Consumers for the South Region. The annual amount of such increase shall not exceed 5%. The effective date of the increase shall be on October 1, 2025 and annually thereafter.

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4. GENERAL TERMS AND CONDITIONS

The Contractor shall maintain a local office, which shall be located in the City of Jackson. The hours of operation shall be 7:00 AM - 7:00 PM and office staff should be available during these hours. An answering service shall be linked to the telephone line for after-hours issues.

The Contractor shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Agreement. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Contractor's personnel solicit, request, or receive gratuities of any kind. The Contractor shall inform its personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Contractor, who engage in misconduct or in negligence in the performance of their duties, shall not continue providing services to the City under this Agreement. The City may request the reassignment of any personnel of the Contractor who violate the provisions of this Agreement, or who are determined to be wantonly negligent or discourteous in the performance of their duties while working for the Contractor performing services under this Agreement.

The Contractor shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its collection and hauling operations. Each truck shall be equipped with the necessary tools to clean up any spilled material from the City Streets, rights-of-way, sidewalks, or Customer's property when spillage is caused by the Contractor. The Contractor will use due care in handling all Containers.

The Contractor shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Agreement without the written consent of the City. The Agreement may not be assigned, in whole or in part, in any way without prior written consent of the City.

4.1 DEFINITIONS

For the purposes of this Agreement, unless the context clearly indicates that another meaning is intended, the following terms have the meaning ascribed to them in this section:

* **Approved Container:** means the 96-gallon Cart provided by the Contractor to the Customer. Approved Container shall also mean a customer supplied covered or closed container which is nonabsorbent, leakproof, durable such as molded plastic or metal and designed for safe handling and which shall be of no more than 35- gallon . Metal drums or barrels manufactured for the purpose of shipping or storing materials or plastic garbage sacks are not considered Approved Containers.

* **Annexed Area:** means any area contiguous to the Agreement Area that is added to the boundaries of the City of Jackson by any method of annexation following the Effective Date of the Agreement.

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- **Bulk Waste:** means furniture and other waste materials (excluding White Goods, commercial construction debris, Hazardous Waste, and Yard Waste) with a shape or volume that exceeds the capacity for Carts.
- **Cart:** means a Container with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** means the City of Jackson, Mississippi.
- **City Employee:** mean an employee of the City subject to its personnel policies.
- **Collection Schedule:** means the defined days of collection designated by the City.
- **Container:** means a container the Contractor provides for Residential Solid Waste services or an Approved Container. All Containers provided by the Contractor will be maintained in good repair and appearance. The Containers will remain the property of the Contractor who will be responsible for replacing faulty or damaged containers to the household. Should Contractor provide proof to the City that the Customer caused or allowed to be caused damage to the Container provided by the Agreement, Customer shall be responsible for the necessary replacement, and an appropriate fee, not to exceed the cost of the Container to the Contractor may be assessed by the Contractor to the Customer.
- **Contract Area:** means the area(s) of the City, including any Annexed Areas, within which services will be provided by the Contractor, during the term of the Agreement and any extensions, if granted.
- **Contract Technical Representative:** means a City employee(s) who observes the operations of the Contractor to ensure that the services are performed according to the Agreement and City Code.
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City Street or State or Federal highway
- **Customer:** means a resident of a Residential Unit, who will be provided curbside collection services through this procurement, specifically referring to a resident in the contract Area.
- **Disposal Site:** means a refuse depository including, but not limited to, sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

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- **Drop Box:** means an all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards but not more than fifty cubic yards in capacity.
- **Effective Date:** means the date that the Agreement between the City and the Contractor is in effect.
- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **Landfill:** means a Disposal Site for disposing of Residential Solid Waste.
- **Missed Collection:** means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day.
- **Refuse:** means "municipal solid waste" as defined by Mississippi law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposals (RFP):** executed documents, including documents attached or incorporated by reference, used for soliciting proposals in accordance with the procedures and instructions set forth herein.
- **Residential Unit:** means a habitable dwelling unit such as a home or trailer, or a habitable dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels.
- **Roll-Off Containers:** means a container to be used where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. yd., either open top or enclosed compactor type.
- **Residential Solid Waste or Solid Waste:** means Refuse generated by a Residential Unit, City facility, or community activity. It excludes commercial and industrial Refuse, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, but does not include solid or dissolved

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materials in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

- **Staff:** means all employees of the Contractor who perform services for the City.
- **Street:** means a public road in a city or town, typically with houses and buildings on one or both sides.
- **White Goods:** means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- **Yard Waste:** means grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

5. SCOPE OF SERVICES

5.1 GENERAL INFORMATION

The Contractor shall collect all Residential Solid Waste, Yard Waste, and Bulk Waste that complies with the requirements for collection from each Residential Unit on the designated collection day. Collections will occur at the curb.

The Contractor shall handle all serviced collection Containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Contractor's employees will pick up Refuse or Yard Waste spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Any materials set out for collection that are not in an approved Container will be left at the curb along with instructional materials educating the customer about the City's residential collection services. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the Collection Schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, a least ten days in advance of the Effective Date.

The Contractor will maintain City facilities (Dumpsters) and administrative buildings in the same physical condition as before implementing their collection program.

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5.2 REGULAR SERVICE PROVISION

The Contractor will be required to pick up twice-weekly, Monday through Saturday, all Residential Solid Waste generated at the Residential Unit, provided the Solid Waste is placed in an Approved Container.

5.3 BULK WASTE

The Contractor must provide once-weekly, Monday through Saturday, curbside collection of Bulk Waste items.

5.4 COLLECTION OF YARD WASTE

The Contractor will collect Yard Waste from each Residential Unit weekly on the seconded, regularly scheduled collection day. The Contractor will notify the public of the Collection Schedule at the time service is established. Customers may dispose of Yard Waste with the Residential Solid Waste or separately from Residential Solid Waste.

All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled.

The Contractor shall collect all Yard Waste such as tree limbs not larger than four inches in diameter nor longer than four (4) feet. Customers will be required to bundle with string or twine limbs in piles not to exceed three (3) feet in height and four (4) feet in width. Contractor will not be required to collect Tree trunks larger than four (4) inches in diameter.

The Contractor will be responsible for properly disposing of ten (10) Yard Waste collection bags as a part of the Yard Waste collection services provided by Contractor. Each bag or Container placed out for collection may weigh no more than sixty (60) pounds.

In the event Yard Waste set out at a Residential Unit in the Contract Area does not meet the specifications above, the Contractor shall leave a clear, explanatory printed or written notice for the Customer and provide City with notice of the non-compliant set-out within eight (8) working hours.

5.5 SUSPENSION OF CURBSIDE COLLECTION

Curbside collection service may be suspended due to extreme or declared emergencies. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

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5.6 SPECIAL SOLID WASTE COLLECTION PROJECTS

The City wishes to sponsor community cleanup and illegal dumping removal events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Quarterly litter pickups and illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services on the 20th day in January, April, July, October).
- Fall Cleanup Event (one 40 yd. container and disposal services).
- Christmas Tree Recycling Campaign
- Spring Cleanup (two 40-yd. containers and disposal services).
- Monthly Dumpster Day event (one 40 yd. container for each ward) schedules and sites are to be determined by the City's designee.

In addition to the listed special projects, Contractor will provide one rear-end loader collection vehicle and crew of driver and two hoppers to assist City employees and volunteers with the collection of litter, cleaning illegal dumping sites, and performing other beautification projects, as directed by the City. Contractor's employees will assist by placing bagged solid waste into the collection vehicle and will not be expected to handle loose solid waste.

5.7 DISPOSAL SERVICES FOR THE CITY OF JACKSON ANIMAL CONTROL DIVISION

Contractor will provide a vehicle and properly licensed driver to pick up from the Animal Control Division, as requested, the remains of dead animals and transport them to a properly permitted incineration facility for disposal. In addition to the other fees, charges, and compensation payable under the terms of this Agreement, the Contractor may invoice the City for the cost of this service in the amount in an amount that shall be determined once a suitable disposal location is identified. The cost of the service shall be the transportation cost and may include all costs associated with providing the service, including the cost of disposal charged by the incineration facility. The fee for this service will be adjusted pursuant to Section 3.4 of this Agreement.

5.8 DISPOSAL REQUIREMENTS

All Residential Solid Waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Unless otherwise directed by the City, the Contractor shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County, Mississippi, which is owned by Waste Management of Mississippi, Inc.

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5.9 MUNICIPAL BUILDINGS AND FACILITIES

Contractor shall collect Solid Waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in Exhibit "D", which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number containers to be provided to each municipal building and facility for collection of Solid Waste. The cost of this service will be \$1085.00 per week.

5.10 MONTHLY ROLL OFF SERVICES

At no additional charge to the City, one day each month, Contractor shall deliver four thirty (30) cubic yard roll off container to a location designated by the City for the collection of Solid Waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location to which the four (4) roll-off containers are to be delivered. Each roll off container shall be available to the City and residents of the City between the hours of 8 A.M. and 3 P.M. on the date selected by the City, after which, Contractor will transport any waste collected to the designated disposal location. The City shall be responsible for providing personnel at the location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

5.11 ADDITIONAL ROLL OFF SERVICES

In addition to the services described in section 5.10, the City may request roll-off containers for special events according to the following pricing:

20 Cubic Yard Per Haul	\$250.00/unit
30 Cubic Yard Per Haul	\$250.00/unit
40 Cubic Yard Per Haul	\$250.00/unit
Delivery and Exchange	\$50.00/unit

5.12 STORM DEBRIS

Following events of flood, hurricane, and similar or different acts of God over which the Contractor has no control, Contractor shall remain responsible for the collection of Solid Waste, Yard Waste, and Bulk Waste placed on the street for collection that complies with the requirements of sections 5.2, 5.3, and 5.4 of this Agreement. Contractor shall not be responsible for the collection or disposal of any volumes of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control that exceed the average total volume collected during the three months prior to said act ("Three-Month Total Average Volume"). This Three-Month Total Average Volume shall be calculated by totaling the volume of material delivered by the Contractor for disposal for each of three months and dividing this total by three. In the event of such a flood, hurricane or other act of God, City shall pay Contractor for any volumes exceeding the Three-Month Total Average Volume at the rate of \$210.00 per ton, if

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Contractor and City agree that the excessive volumes are to be handled by Contractor. This per ton rate will be adjusted pursuant to Section 3.2 of this Agreement.

5.13. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

5.14. RECYCLING TECHNICAL ASSISTANCE

Contractor agrees to provide the City with technical assistance in re-establishing a City recycling program. Contractor will not be required to provide any direct recycling services under this provision, said services not having been requested in the Request for Proposals.

5.15. HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be implemented only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Independence Day
Christmas Day	

Contractor is not required to provide a make-up day to collect solid waste or from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements with media serving the affected area.

5.16. SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed, scheduled collection, Contractor shall investigate and, if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

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Contractor shall furnish to the City on a monthly basis:

A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.

B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

5.17. NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are service changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

6. COLLECTION EQUIPMENT

6.1. GENERAL TERMS

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on all four sides in letters not less than 9 inches in height.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of Residential Solid Waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spilled occurred. If an address is not readily available, the Contractor will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned,

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the Contractor will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on Streets and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

6.2 VEHICLES USED IN COLLECTION

All vehicles used for collection shall be registered with the Hinds County Tax Collector, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least four inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use.

No advertising shall be permitted other than the name of the Contractor. The Contractor shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used for residential collections. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Units at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Mississippi State traffic laws and where applicable the City of Jackson Code of Ordinances.

The Contractor's primary collection vehicles shall be used only on this Agreement. The Contractor may use collection vehicles from other sources, or use Agreement vehicles for other operations, only with the approval of the City.

The Contractor (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

All collection equipment used under this Agreement shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All collection trucks used on this Agreement shall meet existing street weight limits in the City. The Contractor shall

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not exceed any collection truck weight limit at any time. The Contractor's monthly report shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, park at idle compaction, engine idle time limiter, automatic transmissions, retarders, air dampers, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a location.

The Contractor shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this Agreement promptly and efficiently. The Contractor's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

Collection vehicles shall not leak from the power train or the body of the truck, nor shall they leak from the collection vessel. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The collection vehicles shall have solid metal sides and a fully enclosable metal top.

Contractor's vehicles used to collect Roll Off containers and Drop Boxes shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Contractor's load at all times.

Prior to use, a tare weight shall be established for all of the Contractor's collection vehicles. At the City's discretion, the tare weight of any collection vehicle may be checked at any time by the City Technical Representative.

Except for extraordinary circumstances, as determined by the City, all collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

6.3 RESERVE VEHICLES AND EQUIPMENT

The Contractor shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

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6.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the Contractor's collection vehicles and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations. The Contractor's collection vehicles and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the City).

The Contractor shall monitor, maintain and repair its collection vehicles and equipment to prevent fuel and lubricant spills. The Contractor shall keep its collection vehicles and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All collection vehicles used within the Contract Area shall identify as a valid hauler for the City and bear signage as a City Contractor, and any other City messaging required. The City will provide the content, form and format of the vehicle identification, signage, and messaging. The collection vehicle shall not display any vehicle identification, signage or messaging other than that approved by the City. Vehicle serial numbers shall be displayed at all times, in letters at least nine (9) inches high, on all four (4) sides of all collection vehicles.

6.5 CITY'S RIGHT TO INSPECT VEHICLES

The City may inspect the Contractor's vehicles, equipment, licenses, registrations, and Contractor fleet records at any time at its own discretion. The City reserves the authority to require the Contractor to immediately remove any collection vehicle or equipment from service, for reasons deemed by the City including but not limited to, leaking or spilling of fluids and escaping of Solid Waste. The City also may require any collection vehicle or equipment to be washed within one (1) business day of a City request. In such cases, the Contractor shall immediately notify the City Technical Representative of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken. When the City conducts any inspection, Contractor staff shall fully cooperate with City staff. The Contractor shall state names and titles of all Contractor staff present. At the end of the inspection, Contractor staff shall sign an inspection report stating that they were present.

6.6 STORAGE AND REPAIR

The Contractor shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The Contractor shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City Technical Representative. The Contractor shall not store, house, or repair any vehicle or equipment in the public right-of-way.

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6.7 VEHICLE MAINTENANCE AND INVENTORY

The Contractor shall provide to the City, by April 1, 2024, a complete inventory showing each vehicle (type, capacity) used for performing the Agreement. The Contractor may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this Agreement. The Contractor shall maintain a vehicular fleet during the performance of this Agreement at least equal to that described in the inventory.

6.8 CART STANDARDS

Containers for Residential Solid Waste curb collection shall be kelly green 96-gallon Carts bearing the City of Jackson logo. The City shall review and approve the Cart models, including the specific shade of color proposed prior to Cart ordering and delivery by the Contractor. All new Containers shall be equipped with attached lids, have wheels to aid in movement, be a minimum 15% post-consumer recycled content, meet ASTM container standards, and have minimum 10-year warranty.

Containers will include Contractor-provided, and City-approved, instruction labels or in-molds for with customer instruction on Cart use, excluded and included materials, City logo, and contact information. Instructions will include Cart safety, including customer actions that would void manufacturer warranties, placement of hot ashes that could cause Cart to melt, and procedures to minimize potential fire problems.

The Contractor shall affix a unique barcode identifier to each new Cart or Cart replacement prior to delivery. The Contractor will ensure that all customer Carts used for collection of Residential Solid Waste have the unique barcode identifier affixed to the Cart. If during the term of the Agreement, the unique barcode identifier fades, or becomes unreadable, the Contractor shall re-affix the unique barcode identifier.

The Carts will be the property of the Contractor until the conclusion of the initial six-year term at which time the Carts will become the property of the City of Jackson. Under this Agreement, the cost of 45,000 Carts is included in the monthly rate to be paid during the initial six-year term of the Agreement. Should the City require in excess of 45,000 Carts, the City may elect to have the Contractor order additional carts at the original cost per cart, \$96.00 (Richard's to verify), with said price indexed/adjusted pursuant to Section 3.4 of this Agreement. The City may elect to procure additional carts itself, with such carts being owned by the City. The Contractor will replace one (1) lost, stolen, or damaged Cart without charge to the City or customer, except that a customer known to have willfully removed or damaged the first Cart may be charged a fee to replace the damaged Cart not to exceed the actual cost of the Cart to the Contractor. Following the loss, stolen, or damage to the first Cart, Contractor may charge customer a fee to replace the Cart not to exceed the actual cost of replacement of the Cart to the Contractor. Contractor will repair all damaged Carts, including, but not limited to wheels, axles, lids, and body cracks at no charge to customer or City except that a customer known to have willfully damaged the Cart may be

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charged a fee to repair the damaged Cart not to exceed the actual cost of the Cart to the Contractor. The charges for replacement of items such as lids and wheels are part of the cost proposal.

[Question, what will be the process for charging customer for Cart repairs or replacement where applicable? If you wish for this amount to be included on the customer's bill, I will need to confirm with JKN Water that they are willing and able to do this because JKN Water has authority over customer billing currently, which is likely to last three to four more years.]

7. PERFORMANCE STANDARDS

7.1 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection from a subscribing address is missed, the Contractor will notify the City when they will return to collect the materials. In all cases, the Missed Collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the Customer or City personnel submitting the complaint. The City of Jackson uses City Works to document all solid waste issues. The Contractor will receive an email from the City Works system which will provide documentation of the issue. The Contractor will work cooperatively with the Customer or City to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office Staff that can receive, record, and resolve complaints. Such Staff will be available during regular business hours, Monday through Friday. After hours, weekends, and Holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the City's Contract Technical Representative prior to the award of the Agreement.

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 2:00 pm that business day, or by the end of the business day following notification by the City, if the notification is received after 2:00 pm. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curb/alley service. The City will transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

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Solely for the purposes of this Section, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all miss complaints transmitted to the Contractor after 2:00 pm on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may authorize the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charge, and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Unit missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Agreement provided that the Contractor shall have left a printed or written note on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has refused or been unable to make. This notification shall include the service address and the reason of the non-collection. This notification shall be referred to as the Exception List "(EL)".

If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected due to Unacceptable Wastes, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed or written note, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Unit, a row of Residential Units, or an entire route.

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11. Failure to deliver, pick-up or replace Carts Container within 5 business days of notification, including any identified needing repair or replacement.	\$50 per Cart per day
12. Failure to remove or repaint graffiti on Containers within five (5) business days of notice.	\$50 per Container per day (after 5 business days)

Contractor Operations

13. Failure to properly cover material in collection or hauling vehicles	\$300 per occurrence
14. Failure to correct, upon notification by the City, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the City	\$100 per occurrence
15. Failure to clean up spillage or litter occurring during collection at time of collection	\$100 per occurrence
16. Failure to have a vehicle properly licensed and registered	\$100 per vehicle
17. Exceeding vehicle weight limits as set forth in the State of Mississippi Code	\$1,000 per vehicle per occurrence
18. Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the City	\$100 per occurrence
19. Failure to report known vehicle accidents to the City	\$100 per day not notified
20. Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the City	\$100 per day

8. PUBLIC EDUCATION

Contractor shall develop a public education and communication plan with oversight and input from the City about the transition of services from twice weekly solid waste collection to once weekly solid waste collection with a cart. The plan shall include the development of all materials to be used to educate customers, along the means and frequency of communications about the change in services. Contractor shall be responsible for all costs associated with this public education and communication plan.

In addition to the initial public education and communication plan, Contractor shall provide public education materials and services on a not less than quarterly basis. The educational materials will

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include, but not be limited to the Collection Schedule, and specifications for accepting Solid Waste, Yard Waste and Bulk Waste.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Contractor and other appropriate parties including, but not limited to the local Keep Mississippi Beautiful affiliate. The public education program shall include information on waste reduction, in support of the City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by City. It is the Contractor's responsibility to coordinate production and dissemination schedules to allow for reasonable review time by the City as well as for revisions and coordination of messages, as well as meeting City publication deadlines as applicable.

9. PERSONNEL

Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Contractor's operations within the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

The Contractor shall staff all its Residential Solid Waste collection vehicles (rear-end loaders) with a driver and two hoppers at all times.

9.1 NON-DISCRIMINATION

The Contractor shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

9.2 EQUAL EMPLOYMENT PRACTICES

A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated

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equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

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G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. By affixing its signature on a Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

9.3 HIRING PREFERENCE

For initial hiring under this Agreement, the Contractor and subcontractors shall give hiring preference to any Residential Solid Waste collection workers who have been displaced from the awarding of this Agreement. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

9.4 OSHA COMPLIANCE

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under

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and certifies that all services under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and + purchaser from all damages assessed against the City as a result of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Agreement to so comply.

9.5 MISSISSIPPI EMPLOYMENT PROTECTION ACT

Contractor shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

10. REPORTING

Before disposal, all Residential Solid Waste collected from Residential Units in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis.

10.1 AD HOC REPORTS

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse and Yard Waste):

- a. Complaints/resolution summary;
- b. Daily route sheet with attached Disposal Site weight ticket;
- c. Route operational data form;
- d. Vehicle identification number;
- e. Daily staffing summary (including substitutions);
- f. Landfill tickets;
- g. Daily route sheets (including labor hours); and
- h. Disposed tonnage of Refuse and Bulk Waste, and Yard Waste itemized on a per-day basis.

10.2 MONTHLY REPORTS

Monthly reports must be submitted to the City by the fifteenth (15th) day of the month following the end of the previous calendar month and shall include the following information:

- A) A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;

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- B) Complaints/resolution summary for the associated month;
- C) Daily route sheet with attached Disposal Site weight ticket for the associated month; and
- D) Tonnage summary for the associated month

10.3 ANNUAL REPORT

The obligation to submit an annual report shall survive the termination or expiration of the Agreement. The City may withhold payment at balances due the Contractor at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

11. OTHER TERMS AND CONDITIONS

11.1 OPERATIONS PLAN

A schedule of activities and detailed procedures related to the effective implementation and operation of the Agreement will be developed by the Contractor and the City after the Agreement is signed and prior to beginning collections under the Agreement. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Procedures for notifying customers of new collection days;
2. Procedures for transmitting collection and billing information to and from the City to the Contractor;
3. Procedures for City monitoring of Contractor collection activities;
4. Procedures for measuring and applying penalties for Contractor activities;
5. Process for customer appeals to services;
6. Process for Contractor appeals of payments;
7. Protocol and communications for service interruptions due to weather, construction and other factors;
8. Standards for the transfer of electronic information and for data quality control and accuracy;
9. Designation of implementation leads by both City and Contractor;
10. Procedures for orientation of collection staff including route coordination/cooperation with City staff; and
11. Other items identified by the parties.

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The Operations Plan shall not contain procedures, activities, or schedules that conflict with any terms of the Agreement.

11.2 SECURITY; LIABILITY; DAMAGES

11.2.1 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Agreement. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to or before April 1, 2024.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Agreement. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Agreement. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Agreement, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Agreement and grounds of its immediate termination at the option of the City.

11.2.2 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Agreement. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Agreement in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Agreement and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;

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2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Agreement; except for service disruptions due to weather;
3. Under pays prevailing wages;
4. Fails to comply with the terms of any of the Employee Sections of the Agreement;
5. Fails to furnish and maintain a Performance and Payment Bond;
6. Fails to furnish and maintain the Insurance requirements; or
7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Agreement, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a meeting with the Director of the Department of Public Works at which the Contractor will be given the opportunity to correct the deficiency above and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the Director of the Department of Public Works, why the Contractor should not be declared to be in default of this Agreement, the Director may recommend to the governing authorities of the City that they make a declaration of default. In evaluating whether to make such a recommendation of a declaration of default, the Director shall, in their discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Agreement.

In declaring the Contractor to have defaulted on the Agreement, the governing authorities also may order the Contractor to discontinue further performance of work under the Agreement and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent

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inventory submitted to the City, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Agreement.

In the event the City secures the performance of work under the Agreement at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

11.2.3 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Agreement, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Agreement. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

11.2.4 Commitment of Equipment

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Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this Agreement (called "such property") shall be available for use in collecting Residential Solid Waste in the Contract Area. When provided, this Section applies to the replacement and substitute.

For the duration of this Agreement, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Agreement;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

11.2.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:

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- Premises/Operations
- Products/Completed Operations
- Pollution -- On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE** for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.

3. **WORKERS' COMPENSATION INSURANCE** as required by the laws of the state of Mississippi.

4. **UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE** over CGL and automobile liability minimum limit shall be \$10,000,000 CSL (\$11,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.2.6 Insurance Terms and Conditions

1. City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

2. No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the

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liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.

3. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. **Claims Made Form:** If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. **Deductibles and Self-Insured Retentions:** Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.

6. **Notice of Cancellation:** The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be actually delivered or mailed to the City not less than 30 days prior to

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cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).

7. Qualification of Insurers: Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement, or as may otherwise be approved by the City.

8. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

9. Evidence of Insurance: The Contractor must provide the following evidence of insurance:

a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;

b) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).

c) A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.2.7 Indemnity

~~To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.~~

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor

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shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

11.3 ASSIGNMENT OR PLEDGE OF MONEYS BY THE CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Agreement without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Agreement.

11.4 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

11.5 AUDIT

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Agreement. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Agreement, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit

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the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

11.6 CONTRACT RIGHTS

The parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

11.7 INTERPRETATION

This Agreement shall be interpreted as a whole and to carry out its purposes. This Agreement is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

11.8 LAW; VENUE

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Agreement, without regard to conflicts of law principles. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

11.9 NOTICES

All notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:
City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

To the Contractor:

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Copy to:
Department of Public Works
Attn: Director
200 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-2091

And copy to:
Office of the City Attorney
Attention: City Attorney
P.O. Box 2779
Jackson, MS 39207-2779
Telephone: (601) 960-1799

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

11.10 SEVERABILITY

Should any term, provision, condition, or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Agreement still fulfills its purposes, the remainder of this Agreement or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

11.11 NO PERSONAL LIABILITY

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

11.12 DISPUTES

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Agreement representatives as listed "Notices," or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor a written

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explanation of the concern and a reasonable remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

11.13 TERMINATION

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon a material default under or breach of this Agreement by the other party, provided the defaulting party has been provided written notice of the default, and has been afforded a thirty-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the other party.

In the event that the governing authorities do not provide funding for this Agreement during any fiscal year after Fiscal Year 2024, which began on October 1, 2023, this Agreement shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides written notice to the Contractor of its intent not to provide further funding of the Agreement.

11.14 FORCE MAJEURE – SUSPENSION

This section applies in the event either party becomes unable to perform its obligations under this Agreement as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Agreement. Such events may include, but are not limited to, an embargo, weather condition, embargo, epidemic, natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Agreement.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Agreement as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Agreement.

11.15 EMERGENCIES, DISASTERS – MAJOR SERVICE DISRUPTION

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Agreement. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections "Service Disruptions Due to Weather" and "Service Disruptions—Non-Weather"). In such an event:

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1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.
2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.
3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.
4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.
5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Agreement, and any additional collections performed by Contractor shall be paid as specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

11.16 ADJUSTMENT - CHANGE OF LAW OR DUE TO A FORCE MAJEURE EVENT

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Agreement. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the reasonable satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Agreement. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Agreement, provided such taxes or fees are not covered by the Fuel Index or passed through directly to the City or customers.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor.

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The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Agreement, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

11.17 SERVICE DISRUPTIONS DUE TO WEATHER

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.18 SERVICE DISRUPTIONS—NON-WEATHER

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Jackson Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

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When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.19 [RESERVED]

11.20 NEWLY DEVELOPED AND ANNEXED AREAS

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after proper notification by the City, provide solid waste services as required by the Agreement on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

11.21 MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION

Contractor agrees that it will comply with the Equal Business Opportunity Plan attached hereto as Exhibit "C". Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local executive order.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

THE CITY OF JACKSON, MISSISSIPPI

RICHARD'S DISPOSAL, INC.

BY: _____
ITS: Mayor

BY: _____
ITS: _____

Witness

Witness

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Vice President Lee moved adoption; **Council Member Grizzell** seconded.

President Banks recognized **Drew Martin, City Attorney**, who provided a brief overview of said item.

Council Member Foote moved; seconded by **Council Member Stokes**, to amend said order to remove 45,000 – 96- gallon carts from the contract.

President Banks recognized **Gloria Green, Richard’s Disposal Inc. Attorney, Alvin Richards, and Deidra Jones of Richard’s Disposal, Inc.** who provided a brief overview of said item. The motion prevailed by the following vote:

Yeas – Banks, Foote, Hartley and Stokes
Nays – Grizzell, Lee, Lindsay
Absent – None.

Council Member Stokes moved; seconded by **Council Member Hartley**, to amend said order to replace Richard’s Disposal with National Collection Services “NCS” on the 1st page of the contract. The motion failed by the following vote:

Yeas – Foote, Hartley and Stokes.
Nays – Banks, Grizzell, Lee, Lindsay.
Absent – None.

Note: Said item failed due to a lack of a majority of vote

Council Member Stokes moved; seconded by **Council Member Hartley**, to amend said order to reduce the terms of the contract to 2 years. The motion failed by the following vote:

Yeas – Foote, Hartley and Stokes.

Nays – Banks, Grizzell, Lee and Lindsay.

Absent – None.

Note: Said item failed due to a lack of a majority of vote.

Council Member Stokes moved; seconded by **Council Member Hartley**, to amend said order to change the compensation amount in Section 3.1 from \$891,000.00 to \$765,000.00 per month. The motion failed by the following vote:

Yeas – Foote, Hartley and Stokes.

Nays – Banks, Grizzell, Lee, Lindsay.

Absent – None.

Note: Said item failed due to a lack of a majority of vote

Council Member Stokes moved; seconded by **Council Member Hartley**, to amend said order to award contract to lowest bidder and place Richard's Disposal as a subcontractor. The motion failed by the following vote:

Yeas – Foote, Hartley, and Stokes.

Nays – Banks, Grizzell, Lee, Lindsay.

Absent – None.

Note: Said item failed due to a lack of a majority of vote:

President Banks recognized **Lee Bush, National Collection Systems LLC**, who provided a brief overview of said item.

After a thorough discussion, **President Banks** called for a vote on said item as amended:

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD'S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard's Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard's Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor has negotiated such a contract with Richard's Disposal, Inc. that will provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

WHEREAS, copy of the contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard's Disposal, Inc. to provide solid waste collection services consistent with the terms set forth in this order, with the Request for Proposals, Richard's Disposal, Inc.'s Proposal, and the terms of the contract attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

Yeas – Banks, Lee and Lindsay.

Nays – Foote, Grizzell, Hartley and Stokes.

Absent – None.

Note: Said item failed due to a lack of a majority of vote.

* * * * *

President Banks recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to reconsider the previous item. The motion prevailed by the following vote:

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote, Hartley, and Stokes.

Absent – None.

* * * * *

Thereafter, **President Banks** requested that the Clerk read the order:

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD'S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard's Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard's Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor has negotiated such a contract with Richard's Disposal, Inc. that will provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

WHEREAS, copy of the contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard's Disposal, Inc. to provide solid waste collection services consistent with the terms set forth in this order, with the Request for Proposals, Richard's Disposal, Inc.'s Proposal, and the terms of the contract attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

**AGREEMENT
FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD'S DISPOSAL, INC.**

This Agreement made and entered into on this the ____ day of _____, 2024, by and between the City of Jackson, Mississippi, ~~hereinafter referred to as the "City"~~ and Richard's Disposal, Inc., hereinafter referred to as "Contractor".

WITNESETH

WHEREAS, the City advertised for proposals for solid waste collection services, in accord with Mississippi public purchasing law, Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an evaluation committee consisting of City employees reviewed the two proposals submitted and ranked them on the basis of (1) Service Provider's plan for performing the required services; (2) Service Provider's plan to include minority participation in contract; and (3) fee proposal, which was scored objectively using the formula presented in the Request for Proposals; and

WHEREAS, the evaluation committee submitted its recommendation to the Mayor based on its evaluation, which recommended that the Mayor negotiate with Richard's Disposal, Inc. for a Solid Waste Collection Services Agreement; and

WHEREAS, the City and Richard's Disposal, Inc. having negotiated and agreed upon the terms and conditions, and the compensation for Richard's Disposal, Inc. providing solid waste services consistent with the Request for Proposals and the proposal of Richard's Disposal, Inc.; and

WHEREAS, the City and Richard's Disposal, Inc. are each desirous of entering into an agreement on the terms and conditions, and the compensation negotiated.

NOW, THEREFORE, it is hereby agreed as follows:

1. AGREEMENT DOCUMENTS

The agreement between the City and Contractor shall consist of this Agreement, the Request for Proposals, which is attached hereto as Exhibit "A", the Technical Proposal of Contractor, attached hereto as Exhibit "B", the Equal Business Opportunity Plan, attached hereto as Exhibit "C", and the City Facilities Collection Schedule, attached hereto as Exhibit "D". The Agreement shall also include the transition plan and education plan required in the Request for Proposals, which shall be incorporated herein upon its submittal and approval by the City.

2. TERM

The term of this Agreement shall begin April 1, 2024, (the "Commencement Date") and continue through March 30, 2030 (the "Initial Term"); provided however, that the Agreement may be extended for up to four (4) additional periods of one (1) year solely at the City's discretion and expressed in writing before the end of the Initial Term or each one-year extension term, as applicable.

3. COMPENSATION AND PAYMENT

3.1 COMPENSATION FOR SOLID WASTE SERVICES

As compensation for the solid waste services, including, but not limited to collection, as offered in Contractor's Proposal, as modified by the terms of this Agreement, the City shall pay to Contractor the sum of eight-hundred ninety-one thousand dollars and no cents (\$891,000.00) per month. Such compensation includes the cost of purchasing and delivery of up to 45,000 carts to residents. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with section 3.3.

3.2 PAYMENT TO CONTRACTOR

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis, reduced by any liquidated damages, within forty-five (45) days of receipt, pursuant to the requirements of Section 31-7-305 of the Mississippi Code of 1972, as amended. If the City fails to pay the undisputed amount of a monthly invoice, interest shall accrue on the outstanding balance at a rate of one and one-half percent (1 ½ %) each month or any portion thereafter or such other amount as may be prescribed by Mississippi law of Timely Payment for Purchases by Public Bodies.

3.3 DISPOSAL CHARGES

The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 5.8 or otherwise designated by the City, and any such charges paid by the Contractor, will be billed to the City separately from the compensation set forth in Section 3.1 and will be paid by the City.

3.4 RATE ADJUSTMENT

On July 1, 2025, and annually thereafter, the parties shall determine the increase in the monthly compensation based upon a pricing index over the previous 12-month period based on the Annual CPI for All Urban Consumers for the South Region. The annual amount of such increase shall not exceed 5%. The effective date of the increase shall be on October 1, 2025 and annually thereafter.

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4. GENERAL TERMS AND CONDITIONS

The Contractor shall maintain a local office, which shall be located in the City of Jackson. The hours of operation shall be 7:00 AM - 7:00 PM and office staff should be available during these hours. An answering service shall be linked to the telephone line for after-hours issues.

The Contractor shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Agreement. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Contractor's personnel solicit, request, or receive gratuities of any kind. The Contractor shall inform its personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Contractor, who engage in misconduct or in negligence in the performance of their duties, shall not continue providing services to the City under this Agreement. The City may request the reassignment of any personnel of the Contractor who violate the provisions of this Agreement, or who are determined to be wantonly negligent or discourteous in the performance of their duties while working for the Contractor performing services under this Agreement.

The Contractor shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its collection and hauling operations. Each truck shall be equipped with the necessary tools to clean up any spilled material from the City Streets, rights-of-way, sidewalks, or Customer's property when spillage is caused by the Contractor. The Contractor will use due care in handling all Containers.

The Contractor shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Agreement without the written consent of the City. The Agreement may not be assigned, in whole or in part, in any way without prior written consent of the City.

4.1 DEFINITIONS

For the purposes of this Agreement, unless the context clearly indicates that another meaning is intended, the following terms have the meaning ascribed to them in this section:

- * **Approved Container:** means the 96-gallon Cart provided by the Contractor to the Customer. Approved Container shall also mean a customer supplied covered or closed container which is nonabsorbent, leakproof, durable such as molded plastic or metal and designed for safe handling and which shall be of no more than 35-gallon. Metal drums or barrels manufactured for the purpose of shipping or storing materials or plastic garbage sacks are not considered Approved Containers.
- * **Annexed Area:** means any area contiguous to the Agreement Area that is added to the boundaries of the City of Jackson by any method of annexation following the Effective Date of the Agreement.

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- **Bulk Waste:** means furniture and other waste materials (excluding White Goods, commercial construction debris, Hazardous Waste, and Yard Waste) with a shape or volume that exceeds the capacity for Carts.
- **Cart:** means a Container with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** means the City of Jackson, Mississippi.
- **City Employee:** mean an employee of the City subject to its personnel policies.
- **Collection Schedule:** means the defined days of collection designated by the City.
- **Container:** means a container the Contractor provides for Residential Solid Waste services or an Approved Container. All Containers provided by the Contractor will be maintained in good repair and appearance. The Containers will remain the property of the Contractor who will be responsible for replacing faulty or damaged containers to the household. Should Contractor provide proof to the City that the Customer caused or allowed to be caused damage to the Container provided by the Agreement, Customer shall be responsible for the necessary replacement, and an appropriate fee, not to exceed the cost of the Container to the Contractor may be assessed by the Contractor to the Customer.
- **Contract Area:** means the area(s) of the City, including any Annexed Areas, within which services will be provided by the Contractor, during the term of the Agreement and any extensions, if granted.
- **Contract Technical Representative:** means a City employee(s) who observes the operations of the Contractor to ensure that the services are performed according to the Agreement and City Code.
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City Street or State or Federal highway
- **Customer:** means a resident of a Residential Unit, who will be provided curbside collection services through this procurement, specifically referring to a resident in the contract Area.
- **Disposal Site:** means a refuse depository including, but not limited to, sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

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- **Drop Box:** means an all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards but not more than fifty cubic yards in capacity.
- **Effective Date:** means the date that the Agreement between the City and the Contractor is in effect.
- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **Landfill:** means a Disposal Site for disposing of Residential Solid Waste.
- **Missed Collection:** means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day.
- **Refuse:** means "municipal solid waste" as defined by Mississippi law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposals (RFP):** executed documents, including documents attached or incorporated by reference, used for soliciting proposals in accordance with the procedures and instructions set forth herein.
- **Residential Unit:** means a habitable dwelling unit such as a home or trailer, or a habitable dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels.
- **Roll-Off Containers:** means a container to be used where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. yd., either open top or enclosed compactor type.
- **Residential Solid Waste or Solid Waste:** means Refuse generated by a Residential Unit, City facility, or community activity. It excludes commercial and industrial Refuse, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, but does not include solid or dissolved

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materials in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

- * Staff: means all employees of the Contractor who perform services for the City.
- * Street: means a public road in a city or town, typically with houses and buildings on one or both sides.
- * White Goods: means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- * Yard Waste: means grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

5. SCOPE OF SERVICES

5.1 GENERAL INFORMATION

The Contractor shall collect all Residential Solid Waste, Yard Waste, and Bulk Waste that complies with the requirements for collection from each Residential Unit on the designated collection day. Collections will occur at the curb.

The Contractor shall handle all serviced collection Containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Contractor's employees will pick up Refuse or Yard Waste spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Any materials set out for collection that are not in an approved Container will be left at the curb along with instructional materials educating the customer about the City's residential collection services. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the Collection Schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, a least ten days in advance of the Effective Date.

The Contractor will maintain City facilities (Dumpsters) and administrative buildings in the same physical condition as before implementing their collection program.

5.2 REGULAR SERVICE PROVISION

The Contractor will be required to pick up twice-weekly, Monday through Saturday, all Residential Solid Waste generated at the Residential Unit, provided the Solid Waste is placed in an Approved Container.

5.3 BULK WASTE

The Contractor must provide once-weekly, Monday through Saturday, curbside collection of Bulk Waste items.

5.4 COLLECTION OF YARD WASTE

The Contractor will collect Yard Waste from each Residential Unit weekly on the seconded, regularly scheduled collection day. The Contractor will notify the public of the Collection Schedule at the time service is established. Customers may dispose of Yard Waste with the Residential Solid Waste or separately from Residential Solid Waste.

All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled.

The Contractor shall collect all Yard Waste such as tree limbs not larger than four inches in diameter nor longer than four (4) feet. Customers will be required to bundle with string or twine limbs in piles not to exceed three (3) feet in height and four (4) feet in width. Contractor will not be required to collect Tree trunks larger than four (4) inches in diameter.

The Contractor will be responsible for properly disposing of ten (10) Yard Waste collection bags as a part of the Yard Waste collection services provided by Contractor. Each bag or Container placed out for collection may weigh no more than sixty (60) pounds.

In the event Yard Waste set out at a Residential Unit in the Contract Area does not meet the specifications above, the Contractor shall leave a clear, explanatory printed or written notice for the Customer and provide City with notice of the non-compliant set-out within eight (8) working hours.

5.5 SUSPENSION OF CURBSIDE COLLECTION

Curbside collection service may be suspended due to extreme or declared emergencies. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

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5.6 SPECIAL SOLID WASTE COLLECTION PROJECTS

The City wishes to sponsor community cleanup and illegal dumping removal events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Quarterly litter pickups and illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services on the 20th day in January, April, July, October).
- Fall Cleanup Event (one 40 yd. container and disposal services).
- Christmas Tree Recycling Campaign
- Spring Cleanup (two 40-yd. containers and disposal services).
- Monthly Dumpster Day event (one 40 yd. container for each ward) schedules and sites are to be determined by the City's designee.

In addition to the listed special projects, Contractor will provide one rear-end loader collection vehicle and crew of driver and two hoppers to assist City employees and volunteers with the collection of litter, cleaning illegal dumping sites, and performing other beautification projects, as directed by the City. Contractor's employees will assist by placing bagged solid waste into the collection vehicle and will not be expected to handle loose solid waste.

5.7 DISPOSAL SERVICES FOR THE CITY OF JACKSON ANIMAL CONTROL DIVISION

Contractor will provide a vehicle and properly licensed driver to pick up from the Animal Control Division, as requested, the remains of dead animals and transport them to a properly permitted incineration facility for disposal. In addition to the other fees, charges, and compensation payable under the terms of this Agreement, the Contractor may invoice the City for the cost of this service in the amount in an amount that shall be determined once a suitable disposal location is identified. The cost of the service shall be the transportation cost and may include all costs associated with providing the service, including the cost of disposal charged by the incineration facility. The fee for this service will be adjusted pursuant to Section 3.4 of this Agreement.

5.8 DISPOSAL REQUIREMENTS

All Residential Solid Waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Unless otherwise directed by the City, the Contractor shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County, Mississippi, which is owned by Waste Management of Mississippi, Inc.

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5.9 MUNICIPAL BUILDINGS AND FACILITIES

Contractor shall collect Solid Waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in Exhibit "D", which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number containers to be provided to each municipal building and facility for collection of Solid Waste. The cost of this service will be \$1085.00 per week.

5.10 MONTHLY ROLL OFF SERVICES

At no additional charge to the City, one day each month, Contractor shall deliver four thirty (30) cubic yard roll off container to a location designated by the City for the collection of Solid Waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location to which the four (4) roll-off containers are to be delivered. Each roll off container shall be available to the City and residents of the City between the hours of 8 A.M. and 3 P.M. on the date selected by the City, after which, Contractor will transport any waste collected to the designated disposal location. The City shall be responsible for providing personnel at the location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

5.11 ADDITIONAL ROLL OFF SERVICES

In addition to the services described in section 5.10, the City may request roll-off containers for special events according to the following pricing:

20 Cubic Yard Per Haul	\$250.00/unit
30 Cubic Yard Per Haul	\$250.00/unit
40 Cubic Yard Per Haul	\$250.00/unit
Delivery and Exchange	\$50.00/unit

5.12 STORM DEBRIS

Following events of flood, hurricane, and similar or different acts of God over which the Contractor has no control, Contractor shall remain responsible for the collection of Solid Waste, Yard Waste, and Bulk Waste placed on the street for collection that complies with the requirements of sections 5.2, 5.3, and 5.4 of this Agreement. Contractor shall not be responsible for the collection or disposal of any volumes of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control that exceed the average total volume collected during the three months prior to said act ("Three-Month Total Average Volume"). This Three-Month Total Average Volume shall be calculated by totaling the volume of material delivered by the Contractor for disposal for each of three months and dividing this total by three. In the event of such a flood, hurricane or other act of God, City shall pay Contractor for any volumes exceeding the Three-Month Total Average Volume at the rate of \$210.00 per ton, if

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Contractor and City agree that the excessive volumes are to be handled by Contractor. This per ton rate will be adjusted pursuant to Section 3.2 of this Agreement.

5.13. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

5.14 RECYCLING TECHNICAL ASSISTANCE

Contractor agrees to provide the City with technical assistance in re-establishing a City recycling program. Contractor will not be required to provide any direct recycling services under this provision, said services not having been requested in the Request for Proposals.

5.15 HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be implemented only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Independence Day
Christmas Day	

Contractor is not required to provide a make-up day to collect solid waste or from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements with media serving the affected area.

5.16 SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed, scheduled collection, Contractor shall investigate and, if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

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Contractor shall furnish to the City on a monthly basis:

A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.

B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

5.17 NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

6. COLLECTION EQUIPMENT

6.1 GENERAL TERMS

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on all four sides in letters not less than 9 inches in height.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of Residential Solid Waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spilled occurred. If an address is not readily available, the Contractor will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned,

the Contractor will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on Streets and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage

6.2 VEHICLES USED IN COLLECTION

All vehicles used for collection shall be registered with the Hinds County Tax Collector, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least four inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use.

No advertising shall be permitted other than the name of the Contractor. The Contractor shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used for residential collections. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Units at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Mississippi State traffic laws and where applicable the City of Jackson Code of Ordinances.

The Contractor's primary collection vehicles shall be used only on this Agreement. The Contractor may use collection vehicles from other sources, or use Agreement vehicles for other operations, only with the approval of the City.

The Contractor (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

All collection equipment used under this Agreement shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All collection trucks used on this Agreement shall meet existing street weight limits in the City. The Contractor shall

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not exceed any collection truck weight limit at any time. The Contractor's monthly report shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, park at idle compaction, engine idle time limiter, automatic transmissions, retarders, air dampers, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a location.

The Contractor shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this Agreement promptly and efficiently. The Contractor's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

Collection vehicles shall not leak from the power train or the body of the truck, nor shall they leak from the collection vessel. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The collection vehicles shall have solid metal sides and a fully enclosable metal top.

Contractor's vehicles used to collect Roll Off containers and Drop Boxes shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Contractor's load at all times.

Prior to use, a tare weight shall be established for all of the Contractor's collection vehicles. At the City's discretion, the tare weight of any collection vehicle may be checked at any time by the City Technical Representative.

Except for extraordinary circumstances, as determined by the City, all collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

6.3 RESERVE VEHICLES AND EQUIPMENT

The Contractor shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

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6.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the Contractor's collection vehicles and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations. The Contractor's collection vehicles and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the City).

The Contractor shall monitor, maintain and repair its collection vehicles and equipment to prevent fuel and lubricant spills. The Contractor shall keep its collection vehicles and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All collection vehicles used within the Contract Area shall identify as a valid hauler for the City and bear signage as a City Contractor, and any other City messaging required. The City will provide the content, form and format of the vehicle identification, signage, and messaging. The collection vehicle shall not display any vehicle identification, signage or messaging other than that approved by the City. Vehicle serial numbers shall be displayed at all times, in letters at least nine (9) inches high, on all four (4) sides of all collection vehicles.

6.5 CITY'S RIGHT TO INSPECT VEHICLES

The City may inspect the Contractor's vehicles, equipment, licenses, registrations, and Contractor fleet records at any time at its own discretion. The City reserves the authority to require the Contractor to immediately remove any collection vehicle or equipment from service, for reasons deemed by the City including but not limited to, leaking or spilling of fluids and escaping of Solid Waste. The City also may require any collection vehicle or equipment to be washed within one (1) business day of a City request. In such cases, the Contractor shall immediately notify the City Technical Representative of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken. When the City conducts any inspection, Contractor staff shall fully cooperate with City staff. The Contractor shall state names and titles of all Contractor staff present. At the end of the inspection, Contractor staff shall sign an inspection report stating that they were present.

6.6 STORAGE AND REPAIR

The Contractor shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The Contractor shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City Technical Representative. The Contractor shall not store, house, or repair any vehicle or equipment in the public right-of-way.

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6.7 VEHICLE MAINTENANCE AND INVENTORY

The Contractor shall provide to the City, by April 1, 2024, a complete inventory showing each vehicle (type, capacity) used for performing the Agreement. The Contractor may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this Agreement. The Contractor shall maintain a vehicular fleet during the performance of this Agreement at least equal to that described in the inventory.

6.8 CART STANDARDS

Containers for Residential Solid Waste curb collection shall be Kelly green 96-gallon Carts bearing the City of Jackson logo. The City shall review and approve the Cart models, including the specific shade of color proposed prior to Cart ordering and delivery by the Contractor. All new Containers shall be equipped with attached lids, have wheels to aid in movement, be a minimum 15% post-consumer recycled content, meet ASTM container standards, and have minimum 10-year warranty.

Containers will include Contractor-provided, and City-approved, instruction labels or in-molds for with customer instruction on Cart use, excluded and included materials, City logo, and contact information. Instructions will include Cart safety, including customer actions that would void manufacturer warranties, placement of hot ashes that could cause Cart to melt, and procedures to minimize potential fire problems.

The Contractor shall affix a unique barcode identifier to each new Cart or Cart replacement prior to delivery. The Contractor will ensure that all customer Carts used for collection of Residential Solid Waste have the unique barcode identifier affixed to the Cart. If during the term of the Agreement, the unique barcode identifier fades, or becomes unreadable, the Contractor shall reaffix the unique barcode identifier.

The Carts will be the property of the Contractor until the conclusion of the initial six-year term at which time the Carts will become the property of the City of Jackson. Under this Agreement, the cost of 45,000 Carts is included in the monthly rate to be paid during the initial six-year term of the Agreement. Should the City require in excess of 45,000 Carts, the City may elect to have the Contractor order additional carts at the original cost per cart, \$96.00 (Richard's to verify), with said price indexed/adjusted pursuant to Section 3.4 of this Agreement. The City may elect to procure additional carts itself, with such carts being owned by the City. The Contractor will replace one (1) lost, stolen, or damaged Cart without charge to the City or customer, except that a customer known to have willfully removed or damaged the first Cart may be charged a fee to replace the damaged Cart not to exceed the actual cost of the Cart to the Contractor. Following the loss, stolen, or damage to the first Cart, Contractor may charge customer a fee to replace the Cart not to exceed the actual cost of replacement of the Cart to the Contractor. Contractor will repair all damaged Carts, including, but not limited to wheels, axles, lids, and body cracks at no charge to customer or City except that a customer known to have willfully damaged the Cart may be

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charged a fee to repair the damaged Cart not to exceed the actual cost of the Cart to the Contractor. The charges for replacement of items such as lids and wheels are part of the cost proposal.

[Question, what will be the process for charging customer for Cart repairs or replacement where applicable? If you wish for this amount to be included on the customer's bill I will need to confirm with JKN Water that they are willing and able to do this because JKN Water has authority over customer billing currently, which is likely to last three to four more years.]

7. PERFORMANCE STANDARDS

7.1 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection from a subscribing address is missed, the Contractor will notify the City when they will return to collect the materials. In all cases, the Missed Collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the Customer or City personnel submitting the complaint. The City of Jackson uses City Works to document all solid waste issues. The Contractor will receive an email from the City Works system which will provide documentation of the issue. The Contractor will work cooperatively with the Customer or City to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office Staff that can receive, record, and resolve complaints. Such Staff will be available during regular business hours, Monday through Friday. After hours, weekends, and Holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the City's Contract Technical Representative prior to the award of the Agreement.

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 2:00 pm that business day, or by the end of the business day following notification by the City, if the notification is received after 2:00 pm. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curb/alley service. The City will transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

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Solely for the purposes of this Section, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all miss complaints transmitted to the Contractor after 2:00 pm on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may authorize the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charges; and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Unit missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Agreement provided that the Contractor shall have left a printed or written note on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has refused or been unable to make. This notification shall include the service address and the reason of the non-collection. This notification shall be referred to as the Exception List "(EL)"

If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected due to Unacceptable Wastes, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed or written note, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Unit, a row of Residential Units, or an entire route.

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**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 19, 2024 10:00 A.M.**

1260

7.2 SPILLAGE AND LITTER

The Contractor shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractors' activities under this Agreement. When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Performance Fee.

If any other material escapes from or is littered by Contractors' vehicle or spilled from Containers for any reason, Contractor shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Performance Fee.

City will support including in the educational materials developed and distributed by the Contractor language strongly recommending that customers bag Solid Waste when placing the Solid Waste in the Approved Containers for collection to prevent the accidental spillage of Solid Waste during collection. The City will also post such recommendation on the Solid Waste Division webpage within the City website.

Overfilled or material placed outside Containers shall not be considered spillage by the Contractor.

The Contractor shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from Contractors' vehicles. Upon notification of any leaks or spills the Contractor shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws, or be subject to the associated Performance Fee. The Contractor shall assume all costs associated with cleanup activities.

7.3 PERFORMANCE FEES

The City may deduct the following performance fees from the monthly payment for the service delivery omissions or acts as described below. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance Fees will be reasonably applied and may be appealed using the procedures outlined in the Operations Plan. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during labor disruptions.

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Performance Requirement

Penalty

Collection Failure

1. Failure to collect missed collection on the day the request is given to the Contractor if submitted prior to 2 pm, or by the following business day (including Saturday) if request is given to the Contractor after 2 pm.	\$100 each Container
2. Missed collection of whole block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street or alley between two streets.	\$250 per whole residential block
3. The third miss within one (1) year of any particular service at a particular address.	\$500 each incident

Manner of collection

4. Collection outside of the hours as specified.	\$250 each incident, to a maximum of \$1000 per truck per day
5. Collection on other than the scheduled collection day, including early collection due to a holiday.	\$100 per Residential Unit, to a maximum of \$1000 per truck per day
6. Failure to place Containers and lids back in original location	\$50 per incident \$500 per route per day
7. Unsatisfactory performance by Contractor after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period, e.g., abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, violation of noise statutes, or similar violations.	\$300 each incident
8. False collection records submitted to the City	\$5000 each incident

Containers

10. Failure to deliver Containers for new Garbage Residential Solid Waste service within 3 business days.	\$50 per Cart per day
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11. Failure to deliver, pick-up or replace Carts Container within 5 business days of notification, including any identified needing repair or replacement.	\$50 per Cart per day
12. Failure to remove or repaint graffiti on Containers within five (5) business days of notice.	\$50 per Container per day (after 5 business days)

Contractor Operations

13. Failure to properly cover material in collection or hauling vehicles	\$300 per occurrence
14. Failure to correct, upon notification by the City, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the City	\$100 per occurrence
15. Failure to clean up spillage or litter occurring during collection at time of collection	\$100 per occurrence
16. Failure to have a vehicle properly licensed and registered	\$100 per vehicle
17. Exceeding vehicle weight limits as set forth in the State of Mississippi Code	\$1,000 per vehicle per occurrence
18. Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the City	\$100 per occurrence
19. Failure to report known vehicle accidents to the City	\$100 per day not notified
20. Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the City	\$100 per day

8. PUBLIC EDUCATION

Contractor shall develop a public education and communication plan with oversight and input from the City about the transition of services from twice weekly solid waste collection to once weekly solid waste collection with a cart. The plan shall include the development of all materials to be used to educate customers, along the means and frequency of communications about the change in services. Contractor shall be responsible for all costs associated with this public education and communication plan.

In addition to the initial public education and communication plan, Contractor shall provide public education materials and services on a not less than quarterly basis. The educational materials will

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include, but not be limited to the Collection Schedule, and specifications for accepting Solid Waste, Yard Waste and Bulk Waste.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Contractor and other appropriate parties including, but not limited to the local Keep Mississippi Beautiful affiliate. The public education program shall include information on waste reduction, in support of the City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by City. It is the Contractor's responsibility to coordinate production and dissemination schedules to allow for reasonable review time by the City as well as for revisions and coordination of messages, as well as meeting City publication deadlines as applicable.

9. PERSONNEL

Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Contractor's operations within the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

The Contractor shall staff all its Residential Solid Waste collection vehicles (rear-end loaders) with a driver and two hoppers at all times.

9.1 NON-DISCRIMINATION

The Contractor shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

9.2 EQUAL EMPLOYMENT PRACTICES

A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated

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equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

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G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. By affixing its signature on a Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities, and
4. reasonable accommodations for persons with disabilities.

K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

9.3 HIRING PREFERENCE

For initial hiring under this Agreement, the Contractor and subcontractors shall give hiring preference to any Residential Solid Waste collection workers who have been displaced from the awarding of this Agreement. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

9.4 OSHA COMPLIANCE

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under

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and certifies that all services under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and + purchaser from all damages assessed against the City as a result of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Agreement to so comply.

9.5 MISSISSIPPI EMPLOYMENT PROTECTION ACT

Contractor shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

10. REPORTING

Before disposal, all Residential Solid Waste collected from Residential Units in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis.

10.1 AD HOC REPORTS

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse and Yard Waste):

- a. Complaints/resolution summary;
- b. Daily route sheet with attached Disposal Site weight ticket;
- c. Route operational data form;
- d. Vehicle identification number;
- e. Daily staffing summary (including substitutions);
- f. Landfill tickets;
- g. Daily route sheets (including labor hours); and
- h. Disposed tonnage of Refuse and Bulk Waste, and Yard Waste itemized on a per-day basis.

10.2 MONTHLY REPORTS

Monthly reports must be submitted to the City by the fifteenth (15th) day of the month following the end of the previous calendar month and shall include the following information:

- A) A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;

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- B) Complaints/resolution summary for the associated month;
- C) Daily route sheet with attached Disposal Site weight ticket for the associated month; and
- D) Tonnage summary for the associated month

10.3 ANNUAL REPORT

The obligation to submit an annual report shall survive the termination or expiration of the Agreement. The City may withhold payment at balances due the Contractor at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

11. OTHER TERMS AND CONDITIONS

11.1 OPERATIONS PLAN

A schedule of activities and detailed procedures related to the effective implementation and operation of the Agreement will be developed by the Contractor and the City after the Agreement is signed and prior to beginning collections under the Agreement. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Procedures for notifying customers of new collection days;
2. Procedures for transmitting collection and billing information to and from the City to the Contractor;
3. Procedures for City monitoring of Contractor collection activities;
4. Procedures for measuring and applying penalties for Contractor activities;
5. Process for customer appeals to services;
6. Process for Contractor appeals of payments;
7. Protocol and communications for service interruptions due to weather, construction and other factors;
8. Standards for the transfer of electronic information and for data quality control and accuracy;
9. Designation of implementation leads by both City and Contractor;
10. Procedures for orientation of collection staff including route coordination/cooperation with City staff; and
11. Other items identified by the parties.

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The Operations Plan shall not contain procedures, activities, or schedules that conflict with any terms of the Agreement.

11.2 SECURITY; LIABILITY; DAMAGES

11.2.1 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Agreement. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to or before April 1, 2024.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Agreement. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Agreement. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Agreement, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Agreement and grounds of its immediate termination at the option of the City.

11.2.2 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Agreement. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Agreement in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Agreement and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;

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2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Agreement; except for service disruptions due to weather;

3. Under pays prevailing wages;

4. Fails to comply with the terms of any of the Employee Sections of the Agreement;

5. Fails to furnish and maintain a Performance and Payment Bond;

6. Fails to furnish and maintain the Insurance requirements; or

7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Agreement, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a meeting with the Director of the Department of Public Works at which the Contractor will be given the opportunity to correct the deficiency above and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the Director of the Department of Public Works, why the Contractor should not be declared to be in default of this Agreement, the Director may recommend to the governing authorities of the City that they make a declaration of default. In evaluating whether to make such a recommendation of a declaration of default, the Director shall, in their discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Agreement.

In declaring the Contractor to have defaulted on the Agreement, the governing authorities also may order the Contractor to discontinue further performance of work under the Agreement and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent

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inventory submitted to the City, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Agreement.

In the event the City secures the performance of work under the Agreement at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

11.2.3 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Agreement, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Agreement. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

11.2.4 Commitment of Equipment

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Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this Agreement (called "such property") shall be available for use in collecting Residential Solid Waste in the Contract Area. When provided, this Section applies to the replacement and substitute.

For the duration of this Agreement, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Agreement;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

11.2.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:

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- Premises/Operations
- Products/Completed Operations
- Pollution – On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.

3. WORKERS' COMPENSATION INSURANCE as required by the laws of the state of Mississippi.

4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$10,000,000 CSL (\$11,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.2.6 Insurance Terms and Conditions

1. City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

2. No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the

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liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.

3. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. Claims Made Form: If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. Deductibles and Self-Insured Retentions: Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.

6. Notice of Cancellation: The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be actually delivered or mailed to the City not less than 30 days prior to

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cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).

7. Qualification of Insurers: Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement, or as may otherwise be approved by the City.

8. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

9. Evidence of Insurance: The Contractor must provide the following evidence of insurance:

- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- b) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- c) A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.2.7 Indemnity

~~To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.~~

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor

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shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

11.3 ASSIGNMENT OR PLEDGE OF MONEYS BY THE CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Agreement without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Agreement.

11.4 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

11.5 AUDIT

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Agreement. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Agreement, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit

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the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

11.6 CONTRACT RIGHTS

The parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

11.7 INTERPRETATION

This Agreement shall be interpreted as a whole and to carry out its purposes. This Agreement is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

11.8 LAW; VENUE

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Agreement, without regard to conflicts of law principles. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

11.9 NOTICES

All notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:
City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

To the Contractor:

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Copy to:
Department of Public Works
Attn: Director
200 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-2091

And copy to:
Office of the City Attorney
Attention: City Attorney
P.O. Box 2779
Jackson, MS 39207-2779
Telephone: (601) 960-1799

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

11.10 SEVERABILITY

Should any term, provision, condition, or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Agreement still fulfills its purposes, the remainder of this Agreement or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

11.11 NO PERSONAL LIABILITY

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

11.12 DISPUTES

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Agreement representatives as listed "Notices," or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor a written

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explanation of the concern and a reasonable remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

11.13 TERMINATION

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon a material default under or breach of this Agreement by the other party, provided the defaulting party has been provided written notice of the default, and has been afforded a thirty-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the other party.

In the event that the governing authorities do not provide funding for this Agreement during any fiscal year after Fiscal Year 2024, which began on October 1, 2023, this Agreement shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides written notice to the Contractor of its intent not to provide further funding of the Agreement.

11.14 FORCE MAJEURE – SUSPENSION

This section applies in the event either party becomes unable to perform its obligations under this Agreement as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Agreement. Such events may include, but are not limited to, an embargo, weather condition, embargo, epidemic, natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Agreement.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Agreement as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Agreement.

11.15 EMERGENCIES, DISASTERS – MAJOR SERVICE DISRUPTION

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Agreement. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections "Service Disruptions Due to Weather" and "Service Disruptions—Non-Weather"). In such an event:

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1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.

2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.

3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.

4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.

5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Agreement, and any additional collections performed by Contractor shall be paid as specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

11.16 ADJUSTMENT - CHANGE OF LAW OR DUE TO A FORCE MAJEURE EVENT

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Agreement. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the reasonable satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Agreement. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Agreement, provided such taxes or fees are not covered by the Fuel Index or passed through directly to the City or customers.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor.

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The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Agreement, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

11.17 SERVICE DISRUPTIONS DUE TO WEATHER

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.18 SERVICE DISRUPTIONS—NON-WEATHER

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Jackson Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

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When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.19 [RESERVED]

11.20 NEWLY DEVELOPED AND ANNEXED AREAS

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after proper notification by the City, provide solid waste services as required by the Agreement on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

11.21 MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION

Contractor agrees that it will comply with the Equal Business Opportunity Plan attached hereto as Exhibit "C". Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local executive order.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

THE CITY OF JACKSON, MISSISSIPPI

RICHARD'S DISPOSAL, INC.

BY: _____
ITS: Mayor

BY: _____
RS: _____

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Witness

Witness

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Vice President Lee moved adoption; **Council Member Lindsay** seconded.

President Banks recognized **Vice President Lee** who moved, seconded by **President Banks** to remove 45,000 – 96- gallon carts from the contract.

Yeas – Banks, Foote, Hartley, Lee and Stokes.

Nays – Grizzell and Lindsay.

Absent – None.

Thereafter, **President Banks** called for a vote on said item as amended:

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD'S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard's Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard's Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor has negotiated such a contract with Richard's Disposal, Inc. that will provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

WHEREAS, copy of the contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard's Disposal, Inc. to provide solid waste collection services consistent with the terms set forth in this order, with the Request for Proposals, Richard's Disposal, Inc.'s Proposal, and the terms of the contract attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

**AGREEMENT
FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD'S DISPOSAL, INC.**

This Agreement made and entered into on this the ____ day of _____, 2024, by and between the City of Jackson, Mississippi, hereinafter referred to as the "City" and Richard's Disposal, Inc., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City advertised for proposals for solid waste collection services, in accord with Mississippi public purchasing law, Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an evaluation committee consisting of City employees reviewed the two proposals submitted and ranked them on the basis of (1) Service Provider's plan for performing the required services; (2) Service Provider's plan to include minority participation in contract; and (3) fee proposal, which was scored objectively using the formula presented in the Request for Proposals; and

WHEREAS, the evaluation committee submitted its recommendation to the Mayor based on its evaluation, which recommended that the Mayor negotiate with Richard's Disposal, Inc. for a Solid Waste Collection Services Agreement; and

WHEREAS, the City and Richard's Disposal, Inc. having negotiated and agreed upon the terms and conditions, and the compensation for Richard's Disposal, Inc. providing solid waste services consistent with the Request for Proposals and the proposal of Richard's Disposal, Inc.; and

WHEREAS, the City and Richard's Disposal, Inc. are each desirous of entering into an agreement on the terms and conditions, and the compensation negotiated.

NOW, THEREFORE, it is hereby agreed as follows:

1. AGREEMENT DOCUMENTS

The agreement between the City and Contractor shall consist of this Agreement, the Request for Proposals, which is attached hereto as Exhibit "A", the Technical Proposal of Contractor, attached hereto as Exhibit "B", the Equal Business Opportunity Plan, attached hereto as Exhibit "C", and the City Facilities Collection Schedule, attached hereto as Exhibit "D". The Agreement shall also include the transition plan and education plan required in the Request for Proposals, which shall be incorporated herein upon its submittal and approval by the City.

2. TERM

The term of this Agreement shall begin April 1, 2024, (the "Commencement Date") and continue through March 30, 2030 (the "Initial Term"); provided however, that the Agreement may be extended for up to four (4) additional periods of one (1) year solely at the City's discretion and expressed in writing before the end of the Initial Term or each one-year extension term, as applicable.

3. COMPENSATION AND PAYMENT

3.1 COMPENSATION FOR SOLID WASTE SERVICES

As compensation for the solid waste services, including, but not limited to collection, as offered in Contractor's Proposal, as modified by the terms of this Agreement, the City shall pay to Contractor the sum of eight-hundred ninety-one thousand dollars and no cents (\$891,000.00) per month.

~~Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with section 3.3.~~

3.2 PAYMENT TO CONTRACTOR

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis, reduced by any liquidated damages, within forty-five (45) days of receipt, pursuant to the requirements of Section 31-7-305 of the Mississippi Code of 1972, as amended. If the City fails to pay the undisputed amount of a monthly invoice, interest shall accrue on the outstanding balance at a rate of one and one-half percent (1 ½ %) each month or any portion thereafter or such other amount as may be prescribed by Mississippi law of Timely Payment for Purchases by Public Bodies.

3.3 DISPOSAL CHARGES

The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 5.8 or otherwise designated by the City, and any such charges paid by the Contractor, will be billed to the City separately from the compensation set forth in Section 3.1 and will be paid by the City.

3.4 RATE ADJUSTMENT

On July 1, 2025, and annually thereafter, the parties shall determine the increase in the monthly compensation based upon a pricing index over the previous 12-month period based on the Annual CPI for All Urban Consumers for the South Region. The annual amount of such increase shall not exceed 5%. The effective date of the increase shall be on October 1, 2025 and annually thereafter.

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4. GENERAL TERMS AND CONDITIONS

The Contractor shall maintain a local office, which shall be located in the City of Jackson. The hours of operation shall be 7:00 AM - 7:00 PM and office staff should be available during these hours. An answering service shall be linked to the telephone line for after-hours issues.

The Contractor shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Agreement. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Contractor's personnel solicit, request, or receive gratuities of any kind. The Contractor shall inform its personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Contractor, who engage in misconduct or in negligence in the performance of their duties, shall not continue providing services to the City under this Agreement. The City may request the reassignment of any personnel of the Contractor who violate the provisions of this Agreement, or who are determined to be wantonly negligent or discourteous in the performance of their duties while working for the Contractor performing services under this Agreement.

The Contractor shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its collection and hauling operations. Each truck shall be equipped with the necessary tools to clean up any spilled material from the City Streets, rights-of-way, sidewalks, or Customer's property when spillage is caused by the Contractor. The Contractor will use due care in handling all Containers.

The Contractor shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Agreement without the written consent of the City. The Agreement may not be assigned, in whole or in part, in any way without prior written consent of the City.

4.1 DEFINITIONS

For the purposes of this Agreement, unless the context clearly indicates that another meaning is intended, the following terms have the meaning ascribed to them in this section:

* Approved Container: means the 96-gallon Cart provided by the Contractor to the Customer. Approved Container shall also mean a customer supplied covered or closed container which is nonabsorbent, leakproof, durable such as molded plastic or metal and designed for safe handling and which shall be of no more than 35-gallon. Metal drums or barrels manufactured for the purpose of shipping or storing materials or plastic garbage sacks are not considered Approved Containers.

* Annexed Area: means any area contiguous to the Agreement Area that is added to the boundaries of the City of Jackson by any method of annexation following the Effective Date of the Agreement.

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- **Bulk Waste:** means furniture and other waste materials (excluding White Goods, commercial construction debris, Hazardous Waste, and Yard Waste) with a shape or volume that exceeds the capacity for Carts.
- **Cart:** means a Container with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** means the City of Jackson, Mississippi.
- **City Employee:** mean an employee of the City subject to its personnel policies.
- **Collection Schedule:** means the defined days of collection designated by the City.
- **Container:** means a container the Contractor provides for Residential Solid Waste services or an Approved Container. All Containers provided by the Contractor will be maintained in good repair and appearance. The Containers will remain the property of the Contractor who will be responsible for replacing faulty or damaged containers to the household. Should Contractor provide proof to the City that the Customer caused or allowed to be caused damage to the Container provided by the Agreement, Customer shall be responsible for the necessary replacement, and an appropriate fee, not to exceed the cost of the Container to the Contractor may be assessed by the Contractor to the Customer.
- **Contract Area:** means the area(s) of the City, including any Annexed Areas, within which services will be provided by the Contractor, during the term of the Agreement and any extensions, if granted.
- **Contract Technical Representative:** means a City employee(s) who observes the operations of the Contractor to ensure that the services are performed according to the Agreement and City Code.
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City Street or State or Federal highway.
- **Customer:** means a resident of a Residential Unit, who will be provided curbside collection services through this procurement, specifically referring to a resident in the contract Area.
- **Disposal Site:** means a refuse depository including, but not limited to, sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

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- **Drop Box:** means an all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards but not more than fifty cubic yards in capacity.
- **Effective Date:** means the date that the Agreement between the City and the Contractor is in effect.
- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **Landfill:** means a Disposal Site for disposing of Residential Solid Waste.
- **Missed Collection:** means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day.
- **Refuse:** means "municipal solid waste" as defined by Mississippi law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposals (RFP):** executed documents, including documents attached or incorporated by reference, used for soliciting proposals in accordance with the procedures and instructions set forth herein.
- **Residential Unit:** means a habitable dwelling unit such as a home or trailer, or a habitable dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels.
- **Roll-Off Containers:** means a container to be used where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. yd., either open top or enclosed compactor type.
- **Residential Solid Waste or Solid Waste:** means Refuse generated by a Residential Unit, City facility, or community activity. It excludes commercial and industrial Refuse, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, but does not include solid or dissolved

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materials in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

- **Staff:** means all employees of the Contractor who perform services for the City.
- **Street:** means a public road in a city or town, typically with houses and buildings on one or both sides.
- **White Goods:** means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- **Yard Waste:** means grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

5. SCOPE OF SERVICES

5.1 GENERAL INFORMATION

The Contractor shall collect all Residential Solid Waste, Yard Waste, and Bulk Waste that complies with the requirements for collection from each Residential Unit on the designated collection day. Collections will occur at the curb.

The Contractor shall handle all serviced collection Containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Contractor's employees will pick up Refuse or Yard Waste spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Any materials set out for collection that are not in an approved Container will be left at the curb along with instructional materials educating the customer about the City's residential collection services. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the Collection Schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, a least ten days in advance of the Effective Date.

The Contractor will maintain City facilities (Dumpsters) and administrative buildings in the same physical condition as before implementing their collection program.

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5.2 REGULAR SERVICE PROVISION

The Contractor will be required to pick up twice-weekly, Monday through Saturday, all Residential Solid Waste generated at the Residential Unit, provided the Solid Waste is placed in an Approved Container.

5.3 BULK WASTE

The Contractor must provide once-weekly, Monday through Saturday, curbside collection of Bulk Waste items.

5.4 COLLECTION OF YARD WASTE

The Contractor will collect Yard Waste from each Residential Unit weekly on the seconded, regularly scheduled collection day. The Contractor will notify the public of the Collection Schedule at the time service is established. Customers may dispose of Yard Waste with the Residential Solid Waste or separately from Residential Solid Waste.

All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled.

The Contractor shall collect all Yard Waste such as tree limbs not larger than four inches in diameter nor longer than four (4) feet. Customers will be required to bundle with string or twine limbs in piles not to exceed three (3) feet in height and four (4) feet in width. Contractor will not be required to collect Tree trunks larger than four (4) inches in diameter.

The Contractor will be responsible for properly disposing of ten (10) Yard Waste collection bags as a part of the Yard Waste collection services provided by Contractor. Each bag or Container placed out for collection may weigh no more than sixty (60) pounds.

In the event Yard Waste set out at a Residential Unit in the Contract Area does not meet the specifications above, the Contractor shall leave a clear, explanatory printed or written notice for the Customer and provide City with notice of the non-compliant set-out within eight (8) working hours.

5.5 SUSPENSION OF CURBSIDE COLLECTION

Curbside collection service may be suspended due to extreme or declared emergencies. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

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5.6 SPECIAL SOLID WASTE COLLECTION PROJECTS

The City wishes to sponsor community cleanup and illegal dumping removal events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Quarterly litter pickups and illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services on the 20th day in January, April, July, October).
- Fall Cleanup Event (one 40 yd. container and disposal services).
- Christmas Tree Recycling Campaign
- Spring Cleanup (two 40-yd. containers and disposal services).
- Monthly Dumpster Day event (one 40 yd. container for each ward) schedules and sites are to be determined by the City's designee.

In addition to the listed special projects, Contractor will provide one rear-end loader collection vehicle and crew of driver and two hoppers to assist City employees and volunteers with the collection of litter, cleaning illegal dumping sites, and performing other beautification projects, as directed by the City. Contractor's employees will assist by placing bagged solid waste into the collection vehicle and will not be expected to handle loose solid waste.

5.7 DISPOSAL SERVICES FOR THE CITY OF JACKSON ANIMAL CONTROL DIVISION

Contractor will provide a vehicle and properly licensed driver to pick up from the Animal Control Division, as requested, the remains of dead animals and transport them to a properly permitted incineration facility for disposal. In addition to the other fees, charges, and compensation payable under the terms of this Agreement, the Contractor may invoice the City for the cost of this service in the amount in an amount that shall be determined once a suitable disposal location is identified. The cost of the service shall be the transportation cost and may include all costs associated with providing the service, including the cost of disposal charged by the incineration facility. The fee for this service will be adjusted pursuant to Section 3.4 of this Agreement.

5.8 DISPOSAL REQUIREMENTS

All Residential Solid Waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Unless otherwise directed by the City, the Contractor shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County, Mississippi, which is owned by Waste Management of Mississippi, Inc.

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5.9 MUNICIPAL BUILDINGS AND FACILITIES

Contractor shall collect Solid Waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in Exhibit "D", which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number containers to be provided to each municipal building and facility for collection of Solid Waste. The cost of this service will be \$1085.00 per week.

5.10 MONTHLY ROLL OFF SERVICES

At no additional charge to the City, one day each month, Contractor shall deliver four thirty (30) cubic yard roll off container to a location designated by the City for the collection of Solid Waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location to which the four (4) roll-off containers are to be delivered. Each roll off container shall be available to the City and residents of the City between the hours of 8 A.M. and 3 P.M. on the date selected by the City, after which, Contractor will transport any waste collected to the designated disposal location. The City shall be responsible for providing personnel at the location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

5.11 ADDITIONAL ROLL OFF SERVICES

In addition to the services described in section 5.10, the City may request roll-off containers for special events according to the following pricing:

20 Cubic Yard Per Haul	\$250.00/unit
30 Cubic Yard Per Haul	\$250.00/unit
40 Cubic Yard Per Haul	\$250.00/unit
Delivery and Exchange	\$50.00/unit

5.12 STORM DEBRIS

Following events of flood, hurricane, and similar or different acts of God over which the Contractor has no control, Contractor shall remain responsible for the collection of Solid Waste, Yard Waste, and Bulk Waste placed on the street for collection that complies with the requirements of sections 5.2, 5.3, and 5.4 of this Agreement. Contractor shall not be responsible for the collection or disposal of any volumes of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control that exceed the average total volume collected during the three months prior to said act ("Three-Month Total Average Volume"). This Three-Month Total Average Volume shall be calculated by totaling the volume of material delivered by the Contractor for disposal for each of three months and dividing this total by three. In the event of such a flood, hurricane or other act of God, City shall pay Contractor for any volumes exceeding the Three-Month Total Average Volume at the rate of \$210.00 per ton, if

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Contractor and City agree that the excessive volumes are to be handled by Contractor. This per ton rate will be adjusted pursuant to Section 3.2 of this Agreement.

5.13. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

5.14 RECYCLING TECHNICAL ASSISTANCE

Contractor agrees to provide the City with technical assistance in re-establishing a City recycling program. Contractor will not be required to provide any direct recycling services under this provision, said services not having been requested in the Request for Proposals.

5.15 HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be implemented only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Independence Day
Christmas Day	

Contractor is not required to provide a make-up day to collect solid waste or from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements with media serving the affected

5.16 SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed, scheduled collection, Contractor shall investigate and, if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

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Contractor shall furnish to the City on a monthly basis:

A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.

B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

5.17 NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

6. COLLECTION EQUIPMENT

6.1 GENERAL TERMS

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on all four sides in letters not less than 9 inches in height.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of Residential Solid Waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spilled occurred. If an address is not readily available, the Contractor will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned,

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the Contractor will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on Streets and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage

6.2 VEHICLES USED IN COLLECTION

All vehicles used for collection shall be registered with the Hinds County Tax Collector, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least four inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use.

No advertising shall be permitted other than the name of the Contractor. The Contractor shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used for residential collections. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Units at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Mississippi State traffic laws and where applicable the City of Jackson Code of Ordinances.

The Contractor's primary collection vehicles shall be used only on this Agreement. The Contractor may use collection vehicles from other sources, or use Agreement vehicles for other operations, only with the approval of the City.

The Contractor (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

All collection equipment used under this Agreement shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All collection trucks used on this Agreement shall meet existing street weight limits in the City. The Contractor shall

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not exceed any collection truck weight limit at any time. The Contractor's monthly report shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, pack at idle compaction, engine idle time limiter, automatic transmissions, retarders, arm dampeners, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a location.

The Contractor shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this Agreement promptly and efficiently. The Contractor's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

Collection vehicles shall not leak from the power train or the body of the truck, nor shall they leak from the collection vessel. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The collection vehicles shall have solid metal sides and a fully enclosable metal top.

Contractor's vehicles used to collect Roll Off containers and Drop Boxes shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1 1/2) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Contractor's load at all times

Prior to use, a tare weight shall be established for all of the Contractor's collection vehicles. At the City's discretion, the tare weight of any collection vehicle may be checked at any time by the City Technical Representative.

Except for extraordinary circumstances, as determined by the City, all collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

6.3 RESERVE VEHICLES AND EQUIPMENT

The Contractor shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

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6.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the Contractor's collection vehicles and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations. The Contractor's collection vehicles and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the City).

The Contractor shall monitor, maintain and repair its collection vehicles and equipment to prevent fuel and lubricant spills. The Contractor shall keep its collection vehicles and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All collection vehicles used within the Contract Area shall identify as a valid hauler for the City and bear signage as a City Contractor, and any other City messaging required. The City will provide the content, form and format of the vehicle identification, signage, and messaging. The collection vehicle shall not display any vehicle identification, signage or messaging other than that approved by the City. Vehicle serial numbers shall be displayed at all times, in letters at least nine (9) inches high, on all four (4) sides of all collection vehicles.

6.5 CITY'S RIGHT TO INSPECT VEHICLES

The City may inspect the Contractor's vehicles, equipment, licenses, registrations, and Contractor fleet records at any time at its own discretion. The City reserves the authority to require the Contractor to immediately remove any collection vehicle or equipment from service, for reasons deemed by the City including but not limited to, leaking or spilling of fluids and escaping of Solid Waste. The City also may require any collection vehicle or equipment to be washed within one (1) business day of a City request. In such cases, the Contractor shall immediately notify the City Technical Representative of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken. When the City conducts any inspection, Contractor staff shall fully cooperate with City staff. The Contractor shall state names and titles of all Contractor staff present. At the end of the inspection, Contractor staff shall sign an inspection report stating that they were present.

6.6 STORAGE AND REPAIR

The Contractor shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The Contractor shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City Technical Representative. The Contractor shall not store, house, or repair any vehicle or equipment in the public right-of-way.

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6.7 VEHICLE MAINTENANCE AND INVENTORY

The Contractor shall provide to the City, by April 1, 2024, a complete inventory showing each vehicle (type, capacity) used for performing the Agreement. The Contractor may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this Agreement. The Contractor shall maintain a vehicular fleet during the performance of this Agreement at least equal to that described in the inventory.

6.8 CART STANDARDS

Containers for Residential Solid Waste curb collection shall be kelly green 96-gallon Carts bearing the City of Jackson logo. The City shall review and approve the Cart models, including the specific shade of color proposed prior to Cart ordering and delivery by the Contractor. All new Containers shall be equipped with attached lids, have wheels to aid in movement, be a minimum 15% post-consumer recycled content, meet ASTM container standards, and have minimum 10-year warranty.

Containers will include Contractor-provided, and City-approved, instruction labels or in-molds for with customer instruction on Cart use, excluded and included materials, City logo, and contact information. Instructions will include Cart safety, including customer actions that would void manufacturer warranties, placement of hot ashes that could cause Cart to melt, and procedures to minimize potential fire problems.

The Contractor shall affix a unique barcode identifier to each new Cart or Cart replacement prior to delivery. The Contractor will ensure that all customer Carts used for collection of Residential Solid Waste have the unique barcode identifier affixed to the Cart. If during the term of the Agreement, the unique barcode identifier fades, or becomes unreadable, the Contractor shall reaffix the unique barcode identifier.

The Carts will be the property of the Contractor until the conclusion of the initial six-year term at which time the Carts will become the property of the City of Jackson. Under this Agreement, the cost of 45,000 Carts is included in the monthly rate to be paid during the initial six-year term of the Agreement. Should the City require in excess of 45,000 Carts, the City may elect to have the Contractor order additional carts at the original cost per cart, \$96.00 (Richard's to verify), with said price indexed/adjusted pursuant to Section 3.4 of this Agreement. The City may elect to procure additional carts itself, with such carts being owned by the City. The Contractor will replace one (1) lost, stolen, or damaged Cart without charge to the City or customer, except that a customer known to have willfully removed or damaged the first Cart may be charged a fee to replace the damaged Cart not to exceed the actual cost of the Cart to the Contractor. Following the loss, stolen, or damage to the first Cart, Contractor may charge customer a fee to replace the Cart not to exceed the actual cost of replacement of the Cart to the Contractor. Contractor will repair all damaged Carts, including, but not limited to wheels, axles, lids, and body cracks at no charge to customer or City except that a customer known to have willfully damaged the Cart may be

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charged a fee to repair the damaged Cart not to exceed the actual cost of the Cart to the Contractor. The charges for replacement of items such as lids and wheels are part of the cost proposal.

[Question, what will be the process for charging customer for Cart repairs or replacement where applicable? If you wish for this amount to be included on the customer's bill, I will need to confirm with JXN Water that they are willing and able to do this because JXN Water has authority over customer billing currently, which is likely to last three to four more years.]

7. PERFORMANCE STANDARDS

7.1 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection from a subscribing address is missed, the Contractor will notify the City when they will return to collect the materials. In all cases, the Missed Collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the Customer or City personnel submitting the complaint. The City of Jackson uses City Works to document all solid waste issues. The Contractor will receive an email from the City Works system which will provide documentation of the issue. The Contractor will work cooperatively with the Customer or City to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office Staff that can receive, record, and resolve complaints. Such Staff will be available during regular business hours, Monday through Friday. After hours, weekends, and Holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the City's Contract Technical Representative prior to the award of the Agreement.

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 2:00 pm that business day, or by the end of the business day following notification by the City, if the notification is received after 2:00 pm. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curb/alley service. The City will transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

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Solely for the purposes of this Section, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all miss complaints transmitted to the Contractor after 2:00 pm on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may authorize the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charge, and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Unit missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Agreement provided that the Contractor shall have left a printed or written note on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has refused or been unable to make. This notification shall include the service address and the reason of the non-collection. This notification shall be referred to as the Exception List "(EL)".

If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected due to Unacceptable Wastes, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed or written note, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Unit, a row of Residential Units, or an entire route.

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7.2 SPILLAGE AND LITTER

The Contractor shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractors' activities under this Agreement. When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Performance Fee.

If any other material escapes from or is littered by Contractors' vehicle or spilled from Containers for any reason, Contractor shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Performance Fee.

City will support including in the educational materials developed and distributed by the Contractor language strongly recommending that customers bag Solid Waste when placing the Solid Waste in the Approved Containers for collection to prevent the accidental spillage of Solid Waste during collection. The City will also post such recommendation on the Solid Waste Division webpage within the City website.

Overfilled or material placed outside Containers shall not be considered spillage by the Contractor.

The Contractor shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from Contractors' vehicles. Upon notification of any leaks or spills the Contractor shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws, or be subject to the associated Performance Fee. The Contractor shall assume all costs associated with cleanup activities.

7.3 PERFORMANCE FEES

The City may deduct the following performance fees from the monthly payment for the service delivery omissions or acts as described below. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance Fees will be reasonably applied and may be appealed using the procedures outlined in the Operations Plan. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during labor disruptions.

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Performance Requirement	Penalty
<u>Collection Failure</u>	
1. Failure to collect missed collection on the day the request is given to the Contractor if submitted prior to 2 pm, or by the following business day (including Saturday) if request is given to the Contractor after 2 pm.	\$100 each Container
2. Missed collection of whole block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street or alley between two streets.	\$250 per whole residential block
3. The third miss within one (1) year of any particular service at a particular address.	\$500 each incident
<u>Manner of collection</u>	
4. Collection outside of the hours as specified.	\$250 each incident, to a maximum of \$1000 per truck per day
5. Collection on other than the scheduled collection day, including early collection due to a holiday.	\$100 per Residential Unit, to a maximum of \$1000 per truck per day
6. Failure to place Containers and lids back in original location	\$50 per incident \$500 per route per day
7. Unsatisfactory performance by Contractor after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period, e.g., abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, violation of noise statutes, or similar violations.	\$300 each incident
8. False collection records submitted to the City	\$5000 each incident
<u>Containers</u>	
10. Failure to deliver Containers for new Garbage Residential Solid Waste service within 3 business days.	\$50 per Cart per day

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11. Failure to deliver, pick-up or replace Carts Container within 5 business days of notification, including any identified needing repair or replacement.	\$50 per Cart per day
12. Failure to remove or repaint graffiti on Containers within five (5) business days of notice.	\$50 per Container per day (after 5 business days)

Contractor Operations

13. Failure to properly cover material in collection or hauling vehicles	\$300 per occurrence
14. Failure to correct, upon notification by the City, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the City	\$100 per occurrence
15. Failure to clean up spillage or litter occurring during collection at time of collection	\$100 per occurrence
16. Failure to have a vehicle properly licensed and registered	\$100 per vehicle
17. Exceeding vehicle weight limits as set forth in the State of Mississippi Code	\$1,000 per vehicle per occurrence
18. Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the City	\$100 per occurrence
19. Failure to report known vehicle accidents to the City	\$100 per day not notified
20. Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the City	\$100 per day

8. PUBLIC EDUCATION

Contractor shall develop a public education and communication plan with oversight and input from the City about the transition of services from twice weekly solid waste collection to once weekly solid waste collection with a cart. The plan shall include the development of all materials to be used to educate customers, along the means and frequency of communications about the change in services. Contractor shall be responsible for all costs associated with this public education and communication plan.

In addition to the initial public education and communication plan, Contractor shall provide public education materials and services on a not less than quarterly basis. The educational materials will

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include, but not be limited to the Collection Schedule, and specifications for accepting Solid Waste, Yard Waste and Bulk Waste.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Contractor and other appropriate parties including, but not limited to the local Keep Mississippi Beautiful affiliate. The public education program shall include information on waste reduction, in support of the City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by City. It is the Contractor's responsibility to coordinate production and dissemination schedules to allow for reasonable review time by the City as well as for revisions and coordination of messages, as well as meeting City publication deadlines as applicable.

9. PERSONNEL

Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Contractor's operations within the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

The Contractor shall staff all its Residential Solid Waste collection vehicles (rear-end loaders) with a driver and two hoppers at all times.

9.1 NON-DISCRIMINATION

The Contractor shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

9.2 EQUAL EMPLOYMENT PRACTICES

A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated

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equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

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G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. By affixing its signature on a Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

9.3 HIRING PREFERENCE

For initial hiring under this Agreement, the Contractor and subcontractors shall give hiring preference to any Residential Solid Waste collection workers who have been displaced from the awarding of this Agreement. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

9.4 OSHA COMPLIANCE

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under

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and certifies that all services under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and + purchaser from all damages assessed against the City as a result of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Agreement to so comply.

9.5 MISSISSIPPI EMPLOYMENT PROTECTION ACT

Contractor shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

10. REPORTING

Before disposal, all Residential Solid Waste collected from Residential Units in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis.

10.1 AD HOC REPORTS

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse and Yard Waste):

- a. Complaints/resolution summary;
- b. Daily route sheet with attached Disposal Site weight ticket;
- c. Route operational data form;
- d. Vehicle identification number;
- e. Daily staffing summary (including substitutions);
- f. Landfill tickets;
- g. Daily route sheets (including labor hours); and
- h. Disposed tonnage of Refuse and Bulk Waste, and Yard Waste itemized on a per-day basis.

10.2 MONTHLY REPORTS

Monthly reports must be submitted to the City by the fifteenth (15th) day of the month following the end of the previous calendar month and shall include the following information:

- A) A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;

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- B) Complaints/resolution summary for the associated month;
- C) Daily route sheet with attached Disposal Site weight ticket for the associated month; and
- D) Tonnage summary for the associated month

10.3 ANNUAL REPORT

The obligation to submit an annual report shall survive the termination or expiration of the Agreement. The City may withhold payment at balances due the Contractor at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

11. OTHER TERMS AND CONDITIONS

11.1 OPERATIONS PLAN

A schedule of activities and detailed procedures related to the effective implementation and operation of the Agreement will be developed by the Contractor and the City after the Agreement is signed and prior to beginning collections under the Agreement. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Procedures for notifying customers of new collection days;
2. Procedures for transmitting collection and billing information to and from the City to the Contractor;
3. Procedures for City monitoring of Contractor collection activities;
4. Procedures for measuring and applying penalties for Contractor activities;
5. Process for customer appeals to services;
6. Process for Contractor appeals of payments;
7. Protocol and communications for service interruptions due to weather, construction and other factors;
8. Standards for the transfer of electronic information and for data quality control and accuracy;
9. Designation of implementation leads by both City and Contractor;
10. Procedures for orientation of collection staff including route coordination/cooperation with City staff; and
11. Other items identified by the parties.

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The Operations Plan shall not contain procedures, activities, or schedules that conflict with any terms of the Agreement.

11.2 SECURITY; LIABILITY; DAMAGES

11.2.1 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Agreement. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to or before April 1, 2024.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Agreement. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Agreement. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Agreement, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Agreement and grounds of its immediate termination at the option of the City.

11.2.2 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Agreement. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Agreement in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Agreement and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;

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2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Agreement; except for service disruptions due to weather;

3. Under pays prevailing wages;

4. Fails to comply with the terms of any of the Employee Sections of the Agreement;

5. Fails to furnish and maintain a Performance and Payment Bond;

6. Fails to furnish and maintain the Insurance requirements; or

7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Agreement, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a meeting with the Director of the Department of Public Works at which the Contractor will be given the opportunity to correct the deficiency above and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the Director of the Department of Public Works, why the Contractor should not be declared to be in default of this Agreement, the Director may recommend to the governing authorities of the City that they make a declaration of default. In evaluating whether to make such a recommendation of a declaration of default, the Director shall, in their discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Agreement.

In declaring the Contractor to have defaulted on the Agreement, the governing authorities also may order the Contractor to discontinue further performance of work under the Agreement and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent

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inventory submitted to the City, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Agreement.

In the event the City secures the performance of work under the Agreement at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable, provided that labor disputes shall not be considered a cause beyond the Contractor's control.

11.2.3 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Agreement, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Agreement. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

11.2.4 Commitment of Equipment

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Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this Agreement (called "such property") shall be available for use in collecting Residential Solid Waste in the Contract Area. When provided, this Section applies to the replacement and substitute.

For the duration of this Agreement, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Agreement;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

11.2.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:

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- Premises/Operations
- Products/Completed Operations
- Pollution – On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.

3. WORKERS' COMPENSATION INSURANCE as required by the laws of the state of Mississippi.

4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$10,000,000 CSL (\$11,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.2.6 Insurance Terms and Conditions

1. City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

2. No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the

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liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.

3. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. Claims Made Form: If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. Deductibles and Self-Insured Retentions: Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.

6. Notice of Cancellation: The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be actually delivered or mailed to the City not less than 30 days prior to

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cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).

7. Qualification of Insurers: Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement, or as may otherwise be approved by the City.

8. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

9. Evidence of Insurance: The Contractor must provide the following evidence of insurance:

- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- b) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- c) A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity involving additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.2.7 Indemnity

~~To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.~~

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor

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shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

11.3 ASSIGNMENT OR PLEDGE OF MONEYS BY THE CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Agreement without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Agreement.

11.4 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

11.5 AUDIT

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Agreement. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Agreement, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit

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the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

11.6 CONTRACT RIGHTS

The parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

11.7 INTERPRETATION

This Agreement shall be interpreted as a whole and to carry out its purposes. This Agreement is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

11.8 LAW; VENUE

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Agreement, without regard to conflicts of law principles. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

11.9 NOTICES

All notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:
City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

To the Contractor:

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Copy to:
Department of Public Works
Attn: Director
200 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-2091

And copy to:
Office of the City Attorney
Attention: City Attorney
P.O. Box 2779
Jackson, MS 39207-2779
Telephone: (601) 960-1799

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

11.10 SEVERABILITY

Should any term, provision, condition, or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Agreement still fulfills its purposes, the remainder of this Agreement or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

11.11 NO PERSONAL LIABILITY

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

11.12 DISPUTES

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Agreement representatives as listed "Notices," or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor a written

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explanation of the concern and a reasonable remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, City may retain the amount equal to the cost to the City for otherwise correcting or remediating the work not properly completed.

11.13 TERMINATION

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon a material default under or breach of this Agreement by the other party, provided the defaulting party has been provided written notice of the default, and has been afforded a thirty-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the other party.

In the event that the governing authorities do not provide funding for this Agreement during any fiscal year after Fiscal Year 2024, which began on October 1, 2023, this Agreement shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides written notice to the Contractor of its intent not to provide further funding of the Agreement.

11.14 FORCE MAJEURE – SUSPENSION

This section applies in the event either party becomes unable to perform its obligations under this Agreement as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Agreement. Such events may include, but are not limited to, an embargo, weather condition, embargo, epidemic, natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Agreement.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Agreement as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Agreement.

11.15 EMERGENCIES, DISASTERS – MAJOR SERVICE DISRUPTION

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Agreement. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections "Service Disruptions Due to Weather" and "Service Disruptions—Non-Weather"). In such an event:

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1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.
2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.
3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.
4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.
5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Agreement, and any additional collections performed by Contractor shall be paid as specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

11.16 ADJUSTMENT - CHANGE OF LAW OR DUE TO A FORCE MAJEURE EVENT

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Agreement. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the reasonable satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Agreement. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Agreement, provided such taxes or fees are not covered by the Fuel Index or passed through directly to the City or customers.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor.

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The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Agreement, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

11.17 SERVICE DISRUPTIONS DUE TO WEATHER

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.18 SERVICE DISRUPTIONS—NON-WEATHER

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Jackson Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

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When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.19 [RESERVED]

11.20 NEWLY DEVELOPED AND ANNEXED AREAS

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after proper notification by the City, provide solid waste services as required by the Agreement on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

11.21 MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION

Contractor agrees that it will comply with the Equal Business Opportunity Plan attached hereto as Exhibit "C". Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local executive order.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

THE CITY OF JACKSON, MISSISSIPPI

RICHARD'S DISPOSAL, INC.

BY: _____
ITS: Mayor

BY: _____
MIS: _____

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Witness

Witness

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Yeas – Banks, Grizzell, Lee and Lindsay

Nays – Foote, Stokes and Hartley.

Absent – None.

The following reports/announcements were provided during the meeting:

- **Council Member Hartley** announced the following:
 - Radio Show Hosting on March 20, 2024¹ at 10:00 a.m. on WMPR Radio Station.
- **President Banks** announced the following:
 - Close the meeting in Honor of Naru Ford and Vicksburg City Council Michael Mayfield.
- **Mayor Chokwe Antar Lumumba** announced the following:
 - Happy Birthday to his daughters Alake' Maryama and Nubia Ngozi.
- **Council Member Stokes** announced the following:
 - Close the meeting in Honor of Jennifer Gale, John Wick Sr., Peggy Thomas Johnson, Mae Willie Haywood, Sandra Dully King, Erma Marie Donaldson. Also wish Jackson State and Grambling University good luck in the NCAA Basketball Tournament.
- **Council Member Lindsay** announced the following:
 - Special thanks to Mr. Richards of Richard's Disposal for his hard work and dedication over the past two years.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 12:00 p.m. on March 21, 2024. At 2:51 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mosley Jordan
CLERK OF COUNCIL

APPROVED:

[Signature], 4/1/2024
COUNCIL PRESIDENT DATE

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK
