

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on April 23, 2024, being the fourth 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.

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

The invocation was offered by **Rev. Anthony Willis of Washington Temple of CME Church, Ward 4**.

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

Note: Council Member Stokes joined the meeting.

The following announcements were provided to open the meeting:

- **Council Member Lindsay** announced the following:
 - Opened the meeting in Honor of Ann Robertson.
- **Vice President Lee** announced the following:
 - Happy 44th Pastoral Anniversary to Pastor and Mrs. Jerry Young.

The following individuals provided public comments during the meeting:

- **Jodie Saucier** provided comments regarding Entergy incentives programs.
- **Chase Wolverton** provided comments regarding Entergy incentives programs.
- **Brent Bailey** provided comments regarding Entergy incentives programs.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON FEBRUARY 13, 2024 FOR THE FOLLOWING CASES:

22-2024	23-63	23-496	22-196	23-2591	22-2188	24-131
23-1690	21-123	23-307	21-1184	21-1961	22-821	24-53

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 23, 2024 10:00 A.M.**

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22-393	22-273	23-2040	23-1710	22-40	22-1863
22-1939	22-2199	22-1426	22-1266	22-2197	22-1536
24-140	22-625	22-369	22-1843	22-2191	22-1628
22-391	23-2132	23-2659	23-1533	22-2198	22-1539
24-88	23-301	23-2819	22-1842	23-181	23-635
24-129	23-329	23-2806	23-2208	23-151	24-128
22-2539	23-2313	23-2779	22-213	20-272	24-130

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on February 13, 2024; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #22-2024: Parcel #38-21** located at 735 N President St Unit 39: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 2) **Case #23-1690: Parcel #613-40** located at 3909 Mesilla Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 3) **Case #22-393: Parcel #154-10-4** located at 1514 Deer Park St. Unit 16: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, woods, shrubbery, fence line, bushes, and saplings as needed.

- 4) **Case #22-1939: Parcel #144-283** located at 807 Deer Park St.: After hearing testimony from Riles Gwendolyn A & Echols Dwayne D, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Riles Gwendolyn A & Echols Dwayne D shall be afforded fifteen (15) days until February 28, 2024 to enter into repair agreement or 45 days to demolish. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 5) **Case #24-140: Parcel #208-28** located at 233 Colonial Dr. After hearing testimony from Terease Magee, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Terease Magee shall be afforded thirty (30) days until March 14, 2024 to enter into repair agreement or 45 days to demolish. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 6) **Case #22-391: Parcel #153-26** located at 1514 Pittsburg St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 7) **Case #24-88: Parcel #153-54** located at 1523 Pittsburg St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 8) **Case #24-129: Parcel #153-24** located at 1506 Pittsburg St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 9) **Case #22-2539: Parcel #71-24** located at 188 E Fortification St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 10) **Case #23-63: Parcel #108-144-25** located at 2069 Mobile Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 11) **Case #21-123: Parcel #108-236** located at 2155 Powers Ave Unit 57. : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 12) **Case #22-273: Parcel #104-28** located at 913 Woodrow Wilson Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 13) **Case #22-2199: Parcel #698-451** located at 3276 J R Lynch St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 14) **Case #22-625: Parcel #144-61** located at 830 Rose St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 15) **Case #23-2132: Parcel #65-22** located at 0 Taft St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 16) **Case #23-301: Parcel #67-15** located at 1113 Crestview Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 17) **Case #23-329: Parcel #67-17** located at 320 Nearview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
Remove trash and debris.

- 18) **Case #23-2313: Parcel #52-2** located at 402 Hartfield St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
Remove trash and debris.

- 19) **Case #23-496: Parcel #430-342** located at 656 Choctaw Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 20) **Case #23-307: Parcel #71-19** located at 181 E Bell St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Board up and /or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 21) **Case #23-2040: Parcel #721-634** located at 5110 Inwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 22) **Case #22-1426: Parcel #129-20** located at 529 S Prentiss St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
Remove trash and debris.

- 23) **Case #22-369: Parcel #405-95** located at 2918 Martin Luther King Jr Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 24) **Case #23-2659: Parcel #523-198** located at 4537 Meadowlane Dr.: After hearing testimony from Harris Betty O, hearing officer recommends that the property be

adjudicated as a menace to public health, safety, and welfare; however, Harris Betty O shall be afforded thirty (30) days until March 14, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 25) **Case #23-2819: Parcel #820-174** located at 1564 Truman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 26) **Case #23-2806: Parcel #820-188** located at 1626 Truman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 27) **Case #23-2779: Parcel #53-69** located at 3758 Northview Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 28) **Case #22-196: Parcel #126-7** located at 245 S Prentiss St Unit EH.: After hearing testimony from Bush Lee R & Freda M, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Bush Lee R & Freda M shall be afforded thirty (30) days until March 14, 2024 to enter into a repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 29) **Case #21-1184: Parcel 636-326** located 315 Country Club Dr.: After hearing testimony from Lynn Jeremy, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Lynn Jeremy shall be afforded sixty (60) days until April 13, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free

of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 30) **Case #23-1710: Parcel #640-437** located at 214 Merrimack St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 31) **Case #22-1266: Parcel #420-21** located at 3517 Thalia St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 32) **Case #22-1843: Parcel #426-8** located at 3538 Mosley Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 33) **Case #23-1533: Parcel #101-75-1** located at 0 Marion Dunbar St.: After hearing testimony from Watson Patricia, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Watson Patricia shall be afforded sixty (60) days until April 13, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 34) **Case #22-1842: Parcel #421-165** located at 1225 Eminence Row.: After hearing testimony from Tobias Charles, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Tobias Charles shall be afforded sixty (60) days until April 13, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed

- 35) **Case #23-2208: Parcel #414-194** located at 104 Dotson Pl.: After hearing testimony from Dolph Dorsey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Dolph Dorsey shall be afforded thirty (30) days to remove cars to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 36) **Case #22-213: Parcel #209-16** located at 126 Pine Ridge Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 37) **Case #23-2591: Parcel #209-29** located at 2727 Meadow Lark Dr.: After hearing testimony from Swanigan George L & Dorothy J, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Swanigan George L & Dorothy J shall be afforded thirty (30) days until March 14, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 38) **Case #21-1961: Parcel #209-63** located at 2610 Meadow Lark Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 39) **Case #24-40: Parcel #125-83** located at 1857 W Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 40) **Case #22-2197: Parcel #606-255** located at 2856 LaSalle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 41) **Case #22-2191: Parcel #606-409** located at 2974 LaSalle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 42) **Case #22-2198: Parcel #606-257** located at 2868 LaSalle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 43) **Case #23-181: Parcel #72-24** located at 113 Davis St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 44) **Case #23-151: Parcel #72-62** located at 121 Davis St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 45) **Case #20-272: Parcel #73-23** located at 139 Cohea St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 46) **Case #22-2188: Parcel #606-258** located at 452 Arbor Hills Dr.: After hearing testimony from Moses McLaurin, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Moss McLaurin shall be afforded forty-five (45) days until March 29, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 47) **Case #22-821: Parcel #157-172** located at 1921 Central St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

- 48) **Case #22-1863: Parcel #152-57** located at 1415 Central St. No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
Remove trash and debris.

- 49) **Case #22-1536: Parcel #105-135-3** located at 712 Watson St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
Remove trash and debris.

- 50) **Case #22-1628: Parcel #105-131** located at 630 Watson St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
Remove trash and debris.

- 51) **Case #22-1539: Parcel #105-133** located at 638 Watson St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
Remove trash and debris.

- 52) **Case #23-635: Parcel #119-514** located at 331 Sewanee Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 53) **Case #24-128: Parcel #606-262** located at 2908 Englewood Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 54) **Case #24-130: Parcel #606-278** located at 2932 Englewood Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 55) **Case #24-131: Parcel #606-265** located at 2926 Englewood Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated

as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

56) Case #24-53: Parcel #606-264 located at 2920 Englewood Blvd.: After hearing testimony from Baldrige Luther H, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Baldrige Luther H, shall be afforded thirty (30) days until March 14, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health, safety, and welfare as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

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

Nays – None.

Absent – None.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the City Clerk’s Office of the City of Jackson, Mississippi.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON NOVEMBER 28, 2023 FOR THE FOLLOWING CASES:

23-2155	22-2543	22-1856	22-927	21-957	23-826	21-1935
22-118	22-2182	22-1855	22-832	21-790	21-1723	23-2295
22-2560	22-2180	22-1629	22-311	21-776	22-824	23-1795
22-2558	22-2169	22-1474	22-309	23-1260	23-2615	23-1231

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on November 28, 2023; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #23-2155: Parcel #873-162** located at 138 Baybury Ln.: After hearing testimony from John R. Hogan, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, John R. Hogan shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 2) **Case #22-118: Parcel #721-386** located at 112 Rock Glen Pl.: After hearing testimony from Robert L. Lindsey Jr., hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Robert L. Lindsey Jr. shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

- 3) **Case #22-2560: Parcel #634-207** located at 1882 Shady Lane Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash and debris.

- 4) **Case #22-2558: Parcel #635-513** located at 1770 Shady Lane Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 5) **Case #22-2543: Parcel #211-161** located at 719 Winn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 6) **Case #22-2182: Parcel #211-297** located at 1070 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 7) **Case #22-2180: Parcel #211-128** located at 756 Dorgan St.: After hearing testimony from Chanta M. Genes, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Chanta M. Genes shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 8) **Case #22-2169: Parcel #211-327** located at 921 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 9) **Case #22-1856: Parcel #211-27** located at 819 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 10) **Case #22-1855: Parcel #211-131** located at 818 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 11) **Case #22-1629: Parcel #211-39** located at 750 Winn St.: After hearing testimony from Fabian Nelson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Fabian Nelson shall be afforded ninety (90) days until February 26, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 12) **Case #22-1474: Parcel #210-104** located at 2562 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 13) **Case #22-927: Parcel #211-213** located at 945 Myrtlewood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 14) **Case #22-832: Parcel #633-366** located at 1335 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 15) **Case #22-311: Parcel #211-42** located at 801 Winn St.: After hearing testimony from Rebecca Broome, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Rebecca Broome shall be afforded ninety (90) days until February 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings.

- 16) **Case #22-309: Parcel #211-159** located at 716 Winn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

- 17) **Case #21-957: Parcel #211-71** located at 855 Reaves St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings.

- 18) **Case #21-790: Parcel #212-24** located at 1922 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 19) **Case #21-776: Parcel #211-2** located at 2520 Gunda St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 20) **Case #23-1260: Parcel #429-332** located at 4112 Del Rosa Dr.: After hearing testimony from Mack Sudduth, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Mack Sudduth shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 21) **Case #23-826: Parcel #637-150** located at 5115 Clinton Blvd.: After hearing testimony from Paul M. White, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Paul M. White shall be afforded sixty (60) days until January 27, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 22) **Case #21-1723: Parcel #103-7** located at 2736 Bailey Ave.: After hearing testimony from Alaeddin Aldini, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Alaeddin Aldini shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 23) **Case #22-824: Parcel #815-25** located at 0 Ladd St.: After hearing testimony from Alice M. Harris, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Alice M. Harris shall be afforded fourteen (14) days until December 12, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 24) **Case #23-2615: Parcel #825-110** located at 1736 Reddix St.: After hearing testimony from Daphne J. Nash, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Daphne J. Nash shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 25) **Case #21-1935: Parcel #209-27** located at 133 Pine Lawn Pl.: After hearing testimony from Antonio Banks, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Antonio Banks shall be afforded sixty (60) days until January 27, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 26) **Case #23-2295: Parcel #824-557** located at 3895 Metro Dr.: After hearing testimony from Khalid Mohammed, hearing officer recommends that the property be adjudicated as

a menace to public health, safety, and welfare; however, Khalid Mohammed shall be afforded twenty-one (21) days until December 19, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings.

27) **Case #23-1795: Parcel #128-178** located at 850 Brandon Ave.: After hearing testimony from Carroll G. Fulgham, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Carroll G. Fulgham shall be afforded forty-five (45) days until January 12, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris.

28) **Case #23-1231: Parcel #53-41-1** located at 308 Downing St.: After hearing testimony from Stephen S. Phillips, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Stephen S. Phillips shall be afforded thirty (30) days until December 28, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health, safety, and welfare as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

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

Nays – None.

Absent – None.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the City Clerk's Office of the City of Jackson, Mississippi.

APPROVAL OF THE MARCH 26, 2024 REGULAR CITY COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

There came on for Introduction Agenda Item No. 6:

ORDINANCE OF THE CITY COUNCIL OF JACKSON MS CREATING THE SEVERE LIMB AND TREE RISK ORDINANCE TO REMOVE OVERHANGING LIMBS, BRANCHES AND OR TREES THAT CAN AND WILL PRESENT AN IMMEDIATE DANGER ON MUNICIPAL ROADS AND OR STREETS DUE TO STRONG WINDS, HEAVY RAINS AND OR SEVERE STORMS, TORNADO OR ANY OTHER ACT OF GOD. President Banks requested that the Council suspend the rules to adopt said item.

President Banks recognized **Council Member Stokes** who moved, seconded by **Council Member Hartley**, to suspend the rules to make said item effective immediately. The motion prevailed by the following vote:

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

Thereafter, **President Banks** requested that the Clerk read the Order:

ORDINANCE OF THE CITY COUNCIL OF JACKSON MS CREATING THE SEVERE LIMB AND TREE RISK ORDINANCE TO REMOVE OVERHANGING LIMBS, BRANCHES AND OR TREES THAT CAN AND WILL PRESENT AN IMMEDIATE DANGER ON MUNICIPAL ROADS AND OR STREETS DUE TO STRONG WINDS, HEAVY RAINS AND OR SEVERE STORMS, TORNADO OR ANY OTHER ACT OF GOD.

WHEREAS, the City Council of Jackson, Mississippi acknowledges that there are overhanging limbs, branches and trees, that may present risk and danger during a storm for pedestrians traveling municipal roads and or streets; and

WHEREAS, the City Council of Jackson, Mississippi acknowledges the danger and risk to pedestrians traveling where overhanging limbs, branches and trees exist; and

WHEREAS, it is the aim of the City Council of Jackson, Mississippi to be proactive and to prevent such risks and dangers as loss of life, property, and damages to vehicles, before the outcome of a severe weather threat; and

WHEREAS, the City Council of Jackson, Mississippi acknowledges that strong winds, heavy rain, severe storms, tornados and such other acts of God can cause such limbs, branches, trees to cause damage and harm to pedestrians traveling.

THEREBY, The City council of Jackson creates the Severe Limb and Tree Risk Ordinance as stated.

Section 1 – Assessment

Monthly assessments to be performed where there is reported, observed or any known risk of the falling and or breaking of limbs, branches and or trees that may present a danger or risk to pedestrians that travel the roads and streets of Jackson, Mississippi where such threat is present.

Section 2 – Findings

Upon the findings of any such threat to pedestrians based on assessment, the Department of Public Works may address and remove such danger on an emergency basis, without normal procurement procedures.

WHEREAS, the City Council of Jackson, Mississippi realizes and acknowledges the importance and preventing accident, loss of life, loss of property, and the obstruction of traffic before such emergency can become fatal.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi creates the “Severe Limb and Tree Risk Ordinance” to protect the health, well-being and safety of pedestrians that may be affected by the falling of a limb, branch and or tree, during strong winds, heavy rains, severe storms, tornadoes, and such other acts of God.

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

Council Member Stokes moved, seconded by **Council Member Lindsay** to amend said item in Section 2 to change “without normal procurement procedures” to “consistent with the City’s emergency procurement procedures.” The motion prevailed by the following vote:

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

Council Member Stokes moved, seconded by **Council Member Hartley** to amend said item in Section 1 to change “Monthly assessments to be performed” to “Monthly assessments to be performed by the Public Works department.” 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:

ORDINANCE OF THE CITY COUNCIL OF JACKSON MS CREATING THE SEVERE LIMB AND TREE RISK ORDINANCE TO REMOVE OVERHANGING LIMBS, BRANCHES AND OR TREES THAT CAN AND WILL PRESENT AN IMMEDIATE DANGER ON MUNICIPAL ROADS AND OR STREETS DUE TO STRONG WINDS, HEAVY RAINS AND OR SEVERE STORMS, TORNADO OR ANY OTHER ACT OF GOD.

WHEREAS, the City Council of Jackson, Mississippi acknowledges that there are overhanging limbs, branches and trees, that may present risk and danger during a storm for pedestrians traveling municipal roads and or streets; and

WHEREAS, the City Council of Jackson, Mississippi acknowledges the danger and risk to pedestrians traveling where overhanging limbs, branches and trees exist; and

WHEREAS, it is the aim of the City Council of Jackson, Mississippi to be proactive and to prevent such risks and dangers as loss of life, property, and damages to vehicles, before the outcome of a severe weather threat; and

WHEREAS, the City Council of Jackson, Mississippi acknowledges that strong winds, heavy rain, severe storms, tornados and such other acts of God can cause such limbs, branches, trees to cause damage and harm to pedestrians traveling.

THEREBY, The City council of Jackson creates the Severe Limb and Tree Risk Ordinance as stated.

Monthly assessments to be performed by the Public Works department where there is reported, observed or any known risk of the falling and or breaking of limbs, branches and or trees that may present a danger or risk to pedestrians that travel the roads and streets of Jackson, Mississippi where such threat is present.

Section 2 – Findings

Upon the findings of any such threat to pedestrians based on assessment, the Department of Public Works may address and remove such danger on an emergency basis, consistent with the City’s emergency procurement procedures.

WHEREAS, the City Council of Jackson, Mississippi realizes and acknowledges the importance and preventing accident, loss of life, loss of property, and the obstruction of traffic before such emergency can become fatal.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi creates the “Severe Limb and Tree Risk Ordinance” to protect the health, well-being and safety of pedestrians that may be affected by the falling of a limb, branch and or tree, during strong winds, heavy rains, severe storms, tornadoes, and such other acts of God.

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

Nays – None.

Absent – None.

There came on for Adoption Agenda Item No. 7:

ORDINANCE PROHIBITING BLOCKED RAILROAD CROSSINGS IN THE CITY OF JACKSON, MISSISSIPPI. President Banks stated that said item would be held until later in the meeting.

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI, CREATING REGULATIONS FOR THE INSTALLATION OF DIGITAL SECURITY CAMERA SYSTEMS FOR PARKING LOT AND ENTRY/EXIT DOOR MONITORING OF CONVENIENCE TYPE GROCERY STORES AND SERVICE STATIONS AND PROVIDING PROCEDURES FOR THE INCORPORATION OF SAID SECURITY CAMERA SYSTEMS INTO THE CITY’S EXISTING BLUE LIGHT CAMERA NETWORK – SAID ORDINANCE TO BE TITLED “CONNECT JXN – BLUE LIGHT SAFETY INITIATIVE”.

WHEREAS, the City of Jackson (City) is tasked with protecting the health, welfare, and safety of its residents and visitors by ensuring the availability of crime free and safe convenience stores and gas stations within the City; and

WHEREAS, the City deems it to be in the best interests of the health, safety, and welfare of its citizens, businesses, and visitors to provide safe environments for employees and patrons of convenience stores and gas stations located within the City; and

WHEREAS, the governing authorities of the City find that convenience stores and gas stations’ parking lots and fuel pumping areas may expose people to the risk of abductions, robberies, and other similar criminal acts; and

WHEREAS, the governing authorities find that convenience stores and gas stations are often the targets of robberies and/or attempted robberies, many of which occurrences have resulted in the death of a store employee and/or of a store patron; and

WHEREAS, the governing authorities find that insufficient security standards and protocols at convenience stores and gas stations are significant threats to the health, safety, and well-being of citizens and visitors of the City; and

WHEREAS, a study conducted by the United States Department of Justice, Community Oriented Policing Services (COPS), has determined that there is a reduced level of fear amongst people who are aware they are under video surveillance, while also encouraging people to be more security conscious; and

WHEREAS, the above study also concluded that security camera systems may deter criminal activity, especially such activity that takes a longer time to commit, as the potential offender runs a greater risk of capture; and

WHEREAS, video surveillance cameras have proven to be an effective tool for law enforcement officers in the investigations of certain criminal activities and in the apprehension of criminal offenders; and

WHEREAS, the governing authorities find that certain security standards, including the installation of security cameras to monitor the parking lots/fueling areas and entrance/exit doors of convenience stores and gas stations, should both improve the solvability of crimes in those areas and deter and prevent future crimes; and

WHEREAS, the threat posed to the City's citizens, visitors, and business owners by criminal actions occurring at convenience stores and gas stations located in the City is very significant and undermines the City's economic health; and

WHEREAS, by installing security cameras now, rather than after an incident takes place, owners of convenience stores and gas stations will not only protect their patrons and employees, but also help insulate themselves from potential civil liability and potentially incur lower insurance premiums; therefore

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:

Section 1. Title. This Ordinance shall be titled "Connect JXN – Blue Light Safety Initiative."

Section 2. Recitals Adopted. The recitals set forth above are incorporated herein by this reference.

Section 3. Definitions. For the purpose of this Ordinance, certain words, phrases, and terms used herein shall be interpreted as stated in this Section. Any word, phrase, or term not defined herein shall be defined as found in the City of Jackson Zoning Ordinance. If a word, phrase, or term is not defined in this Section and not found in the City of Jackson Zoning Ordinance, its ordinary accepted usage applies.

(3.1) Convenience Type Grocery Store (found in Section 202.39 of the City of Jackson's Zoning Ordinance): A store of not more than 3,000 square feet of retail sales area, not counting storage, which deals in grocery items of a convenience nature, and/or the sale of on-site prepared food items. The food items will be sold in edible containers, or in paper, plastic, or other disposable containers for off-premises consumption. This type of use is also commonly referred to as a "drive-in" grocery store with self-service gasoline pumps and may include an automated drive-through car wash.

(3.2) Service Station (found in Section 202.151 of the City of Jackson's Zoning Ordinance): Any building, structure, or land used primarily for the dispensing, sale, or offering for sale at retail of any automotive fuels, oils, accessories, or other sundry items normally sold at service stations for the traveling public, but not including major repair work such as motor overhaul, body and fender repairs, or spray painting.

Section 4. Digital Security Camera Systems in Convenience Type Grocery Stores And Service Stations.

(4.1) Findings. The Jackson City Council finds that requiring the installation of digital security cameras to monitor convenience type grocery stores and service stations' fueling areas/parking lots and entranceways/exits to be in the best interests of the City of Jackson in that it will help protect the City's citizens, visitors, and business employees from abductions, robberies, and other similar criminal acts and will assist local authorities in the apprehension of the perpetrators of such

crimes. The City Council also finds that the requirement of the installation of a digital security camera system is not unreasonable or overly burdensome for local business owners, as most convenience type grocery stores and service stations already have functioning digital security camera systems.

The City Council further finds that the installation and use of such digital cameras will act as a deterrent to future crimes. Further, the requirement that said digital security camera systems be connected to the City's "Blue Light Camera Network" will aid in protecting the health and safety of the City's citizens, visitors, and business employees by bolstering the Jackson Police Department's ability to respond to emergency situations quickly and safely by having access to real-time video footage of the location. Further, the "Blue Light Camera Network" ensures that video footage is stored safely encrypted in the "cloud" and will be easily accessible and quickly retrievable so that the City is able to investigate and more quickly and safely apprehend criminal suspects.

The City Council finds that such a system will also have the effect of greatly reducing police department labor-hours, thereby allowing those city funds to be spent elsewhere on things such as hiring new police officers and purchasing new equipment, that have been traditionally spent, after a crime has been committed at such a business, in contacting these businesses and attempting to coordinate a time to travel to the business to gain access to the camera system for the search and retrieval of video footage.

Finally, the City Council finds that this digital camera security system requirement will also greatly benefit the owners of convenience type grocery stores and service stations by increasing the number of customers, by assisting with lowering the number of people loitering on the premises, by protecting the business's employees, by greatly reducing the business's possible exposure to civil liability, and by possibly lowering liability insurance premiums.

(4.2) Intent. It is the City Council's intent to require all convenience type grocery stores and service stations located within the City of Jackson to install and properly maintain a digital security camera system that, at a minimum, provides video coverage of the fueling area/parking lot and the entry/exit to the building using a separate digital camera to cover each location. The digital cameras and resulting video footage should be of such a quality to enable the identification and distinguishing characteristics of people and vehicles located on the premises.

Convenience type grocery store and service station owners are required to purchase and install these digital security cameras and/or to ensure that the already existing digital security cameras can connect to the internet and that they meet the minimum requirements of this Ordinance (such as image quality requirements and location requirements).

The City Council further intends that all such digital security camera systems that are to be installed pursuant to this Ordinance (and all such digital security camera systems that have already been installed that meet the minimum requirements of this Ordinance) be incorporated into the City's "Blue Light Camera Network."

The City Council intends for the owners of convenience type grocery stores and service stations to contact the City's Department of Planning and Development and complete an application and arrange payment for the networking gear that is required for connecting to the "Blue Light Camera Network." This equipment will be installed by the City or its designee. All such businesses should have a date scheduled for installation of the equipment within one hundred and twenty (120) days of passage of this Ordinance.

The City Council intends that the City's Department of Planning and Development will have the authority to enforce compliance with this Ordinance through whatever administrative measures and means that Department deems necessary, including, but not limited to the following: the requirement that convenience type grocery stores and service stations provide proof that they have complied with this Ordinance during their application for a yearly business license; adding the requirement for these security camera systems to the permits that must be obtained during the new construction/remodel of these types of businesses; and the possibility of the imposition of monetary fines for failing to comply.

The City Council intends that the City will provide signage, at no cost to the business, that states that the area is under video surveillance and that the cameras are a part of the City's "Blue Light

Camera Network.” These signs will be required to be installed in an area that is easily viewable and prominent. Further, as part of the store’s payment for the networking equipment, each store will receive an actual blue light device that visually alerts customers and any potential criminal actors that the area is being monitored and that video is being taken and stored.

(4.3) Required Digital Security Camera System for Convenience Type Grocery Stores and Service Stations.

(a) Every convenience type grocery store and service station shall install, maintain, and operate a digital security camera system capable of connecting to the internet that produces easily retrievable digital video files that are of such quality as to make the distinguishing characteristics of patrons and vehicles easily identifiable, whether recorded during the day or at night, and storing them in such a way as to allow for the uploading of the video footage to the “Blue Light Camera Network’s” cloud storage. For purposes of compliance with this ordinance, this requirement is the duty and obligation of the developer, owner, and/or lessor of the real property on which the convenience store and/or service station is located.

(b) The digital security camera system must be capable of identifying and distinguishing all vehicles entering and leaving the parking area/lot(s), identifying all vehicles making use of gasoline fuel pumps, and identifying all individuals entering and exiting the establishment. This will require the installation of a minimum of two digital security cameras covering the parking lot/fuel pumps and the entry/exit of the business.

(c) Specifications of the digital security camera system shall be:

(1) **Camera:** Digital cameras must be able to produce videos and images capable of identifying and distinguishing all vehicles entering and leaving the parking area/lot(s), identifying all vehicles making use of gasoline fuel pumps, and identifying all individuals entering and exiting the establishment, whether recorded during the day or at night.

(2) **Video Resolution:** All video recordings must have a resolution that is sufficient for identifying and distinguishing all vehicles entering and leaving the parking area/lot(s), identifying all vehicles making use of gasoline fuel pumps, and identifying all individuals entering and exiting the establishment, whether recorded during the day or at night.

(3) **Recording Capability:** All videos must be stored in such a way that they can be quickly uploaded to the “Blue Light Camera Network’s” cloud storage. After the video files have been uploaded to cloud storage, business owners are then free to delete any video files still stored on their local security camera system.

(d) **Recording Duration:** every convenience type grocery store and service station covered by this ordinance shall operate its digital security camera system twenty-four hours per day.

(4.4) Implementation Schedule. Every convenience type grocery store and service station covered by this ordinance shall have a compliant digital security camera system installed and a date scheduled for the City, or its designee, to install the required networking equipment within one hundred and twenty (120) days of passage of this Ordinance. However, the imposition of any monetary fines and/or other penalties that might be created by the City’s Department of Planning and Development for failing to comply with this Ordinance shall not begin being assessed until January 1st of 2025. Convenience type grocery stores and service stations covered by this Ordinance that begin operations after the effective date of this ordinance shall comply with the requirements of this ordinance prior to the commencement of operations and shall comply with any and all requirements established by the City’s Department of Planning and Development.

(4.5) Signage Requirement. Every convenience type grocery store and service station covered by this ordinance will be provided with a sign from the City that gives notice that the area is under twenty-four-hour video monitoring and gives notice that the security cameras are connected to the City’s “Blue Light Camera Network.” This sign shall be posted in an area that is clearly visible and prominent.

(4.6) Permitting Fees Waived. The City shall waive all building permit fees associated with the initial implementation of this ordinance upon the permitting and installation of a compliant digital security camera system connected to the City’s “Blue Light Camera Network.”

(4.7) **Exceptions.** It shall not be a violation of this Ordinance if the security camera system is inoperable because of an act of God, including, but not limited to, weather conditions, if the security camera system is restored to operational capacity as soon as is reasonably possible.

Section 5. Penalties. The City's Department of Planning and Development shall be responsible for creating and enforcing any monetary and/or other penalties associated with failing to comply with this Ordinance. Any such penalties shall be published and made available to the public. All penalties created pursuant to this Ordinance shall be subject to an appeal and any and all persons/entities penalized under this Ordinance shall have the absolute right to an appeal. The City's Department of Planning and Development shall be responsible for establishing these appeal procedures.

Section 6. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause, or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part. Specifically, should the requirement that all security cameras covered under this Ordinance be connected to the City's "Blue Light Camera Network" be found to be in violation of state and/or federal rules, laws, or regulations, or be found to violate either the Mississippi Constitution or the United States Constitution, it is the legislative intent that said requirement be stricken from this Ordinance without affecting the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance.

Section 7. Conflicts. All Ordinances in conflict with this Ordinance are repealed only to the extent of such conflict.

Section 8. Effective Date. This ordinance shall be effective thirty (30) days from and after adoption.

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

President Banks recognized **Assistant Chief Vincent Grizzell, Jackson Police Department, Drew Martin, City Attorney** and **Chief Joseph Wade, 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 APPROVING CLAIMS NUMBER 30145 to 30209 APPEARING AT PAGES 1 TO 27 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$7,458,849.16 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 30145 to 30209 appearing at pages 1 to 27, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$7,458,849.16 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	960,980.50
TECHNOLOGY FUND	833.03
PARKS & RECR. FUND	57,955.83
LANDFILL/SANITATION FUND	1,135,080.01
STATE TORT CLAIMS FUND	3,080.98
WATER/SEWER OP & MAINT FUND	1,585.18
EMPLOYEES GROUP INSURNACE FUND	194,666.65
HOUSING COMM DEV ACT (CDBG) FD	43,628.20
UNEMPLOYMENT COMPENSATION REVO	35,954.12
HOME PROGRAM FUND	796.52
H O P W A GRANT – DEPT. OF HUD	37,297.03
TITLE III AGING PROGRAMS	26,667.00
PUBLIC SAFETY PLANNING	14,505.26
INFRASTRUCTURE BOND 2020 \$32M	45,753.28
1% INFRASTRUCTURE TAX	1,312,356.06
TRANSPORTATION FUND	1,702,477.37
JXN CONVENTION & VISITORS BUR	311,843.09
RESURFACING – REPAIR & REPL. FD	124,860.59
P E G ACCESS- PROGRAMMING FUND	1,832.59
CAPITAL CITY REVENUE FUND	1,385.01
MHC BLIGHT ELIMINATION PROGRAM	15,435.00
MODERNIZATION TAX	813,080.02
2020 SAKI GRANT DOJ	4,125.42
ZOOLOGICAL PARK	9,842.87
DFA- SB2971-LIVINGSTON PARK	10,000.00
DFA- SB2971-PETE BROWN GOLF	64,246.99
DFA- EUBANKS HB1353	10,883.51
NLC-MUNICIPAL REIMAGINING COMM	633.64
MDOT-CMPDD PROJECTS	511,260.83
2022 CRIME GUN INTEL GRANT	5,802.58
TOTAL	<u>\$7,458,849.16</u>

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

President Banks recognized **Sharon Thames, Deputy Director of Administration**, who provided a brief overview of larger claims at the request of **President Banks**.

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

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

Nays – Hartley and Stokes.

Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30145 TO 30209 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 30145 to 30209 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$98,780.53

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		2,655,740.62
PARKS & RECR FUND		87,089.27
LANDFILL FUND		22,263.74
SENIOR AIDES		3,418.20
WATER/SEWER OPER & MAINT		62,755.43
PAYROLL	\$98,780.53	
HOUSING COMM DEV		2,780.76
TITLE III AGING PROGRAMS		5,971.29
TRANSPORTATION FUND		14,051.11
PEG ACCESS-PROGRAMMING FUND		5,446.57
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		27,512.75
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
TOTAL		\$2,902,181.02

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

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

Nays – None.

Absent – None.

President Banks requested that Agenda Item No. 29 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR INFRASTRUCTURE MODERNIZATION PROGRAM.

WHEREAS, the City of Jackson has issue bonds secured by the Infrastructure Modernization Tax, pursuant to Section 27-67-35 1(a) of the Mississippi Code of 1972; and

WHEREAS, the City of Jackson selected Integrated Management Services, Inc. as the engineer to design projects to be constructed using the bond funds and to provide other associated engineering services related to construction; and

WHEREAS, the Department of Public Works proposes that the City enter into a Professional Engineering Services Agreement with Integrated Management Services, Inc. for an initial term of two years, which may be amended upon the approval of the governing authorities; and

WHEREAS, the Agreement will be a task order agreement wherein each task will order will authorize the scope of work, the compensation, and the term of each phase of the work under the Agreement; and

WHEREAS, the City of Jackson wishes to initiate the Infrastructure Modernization program by issuing Task Order No. 1 to the Agreement to provide initial preliminary engineering

services, including, but not limited to, developing the general schedule for the program, identifying projects the governing authorities desire to see constructed using the bond funds, prioritizing the design of the identified projects, and developing estimated design costs for such projects; and

WHEREAS, compensation under Task Order No. 1 shall not exceed \$150,000.00 without further authorization by the governing authorities and will be for a term no to exceed six (6) months without an amendment to the task order by the governing authorities; and

WHEREAS, the Agreement contemplates that following Task Order No. 1, the governing authorities will approve one or more task orders to provide for the secondary preliminary engineering, design engineering, and construction engineering and inspection for projects identified by the governing authorities under Task Order No. 1; and

WHEREAS, the terms and conditions of the Agreement are the City of Jackson form professional engineering services agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Professional Engineering Services Agreement with Integrated Management Services, Inc. for the Infrastructure Modernization Program, which will have an initial term of two years and will be a task order agreement.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Task Order No. 1 of the Professional Engineering Services Agreement with Integrated Management Services, Inc. in an amount not to exceed \$150,000.00 and with a term not to exceed six (6) months to provide the engineering services set forth above.

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Banks recognized **John Calhoun, CEO of Integrated Management Services, Safari Omari, Chief of Staff and Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

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

* * * * *

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING THE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM OF MISSISSIPPI'S PROPOSED MILLAGE TAX TO SUPPORT THE COST-OF-LIVING ADJUSTMENT UNDER THE MUNICIAPL RETIREMENT SYSTEM.

WHEREAS, the City of Jackson, Mississippi, participates in the Mississippi Municipal Retirement System and maintains a fund known as the "City Employee Retirement Fund, which is for the benefit of certain city employees; and

WHEREAS, under the City of Jackson's retirement plan, retired participants and beneficiaries currently receiving benefits receive a cost-of-living increase, which is funded through taxes levied on assessed properties; and

WHEREAS, the Board of Trustees for the Public Employee's Retirement System of Mississippi (PERS) will provide the City of Jackson with the cost-of-living increases that is authorized by Section 21-29-247(2) and (3) of the Mississippi Code Annotated, as amended, to the persons authorized and entitled to receive them, after the following conditions are met:

(a) the governing authority of any municipality must adopt a resolution to provide for the cost-of-living increases, and transmit the resolution to the Board of Trustees; and

(b) the advisory board on the disability and relief fund must adopt a resolution supporting the providing of the cost-of-living increase and transmit the resolution to the Board of Trustees; and

(c) the Board of Trustees must receive the resolutions from the governing authorities and the advisory board and receive the most recent actuarial study of the disability and relief fund and the certified statement from the actuarial firm that the disability and relief fund will remain actuarially sound if the cost-of-living increases are provided.

WHEREAS, according to the PERS Report of the Annual Valuation Covering the Participation of the City of Jackson in the Mississippi Municipal Retirement Systems prepared as of June 30, 2023, the millage rate is established at a level that will ensure actuarial soundness of the system; and

WHEREAS, according to the valuation report, the City of Jackson's current millage rate for fiscal year ending September 30, 2024, is less than the certified rate for the fiscal year ending September 30, 2025, under the funding policy; and

WHEREAS, the City of Jackson is required to increase its current millage rate to the certified millage rate for fiscal year ending September 30, 2025, which is 3.29; and

WHEREAS, the governing authorities for the City of Jackson, Mississippi, adopt the certified millage rate of 3.29 for assessed property and authorizes the Department of the Municipal Clerk to provide this resolution to the Board of Trustees for the Public Employee's Retirement System of Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI, that the City will establish a millage rate of no less than 3.29 mills, consistent with the PERS Actuarial Valuation for Fiscal Year 2025 beginning October 1, 2024, and that the Board of Trustees of the Public Employees' Retirement System of Mississippi is hereby directed to pay all of those persons receiving an allowance from said fund.

FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION
 Mississippi Office of Surplus Property (State Agency for Surplus Property (SASP))
 Office/Warehouse: 3147 Hwy. 468 W. Pearl, MS. 39208 Mailing: PO Box 5778 Jackson, MS. 39288 Point of contact: Nichole.Alexander@dfp.ms.gov or call (601)938-2050

Donee ID: NEW UPDATED

Organization: _____ Physical Address (Street Address, City, State and Zip) _____ Mailing Address/PO Box _____

Primary Contact: _____ Title _____ EIN Number _____ County _____

Phone w/Area Code: _____ Fax w/Area Code: _____ Email: _____ Website: _____

Please choose **one** among the following (Public Agency, Nonprofit Organization, SEA, VSO, or SBA) which **best** describes your entity.

Public Agency *
 Purpose of your public agency:
 Conservation
 Economic Development
 Public Education
 Public Health
 Parks & Recreation
 Public Safety
 Program for Older Americans
 Local, City County or State Government
 Public Airport
 Indian Tribe, Band, Group or Pueblo
 Volunteer Fire/Rescue Squad
 Public Purpose, Multiple services such as above

Nonprofit Organization **
 Purpose of your nonprofit:
 Medical Institution
 Hospital
 Clinic
 Health Center
 Outpatient Facility
 Program for Older Americans
 Provider of Assistance to Homeless
 School, College or University
 School for Persons with Disabilities
 Educational Institution
 Child Care Center
 Educational Radio/TV Station
 Museum
 Library
 Alcohol/Drug Abuse Treatment Centers

* All public agencies must provide **proof of public agency status**.
 ** All nonprofits must provide an **IRS 501(c)(3) ruling**. State tax exempt forms are **not** acceptable.
 All public agencies and nonprofits must provide financial information, basic budget information, funding sources, etc.
 A Must provide letter from a public official certifying that those receiving services are **primarily** homeless or impoverished.
 B Must provide evidence of either **licensing** (recognition or approval by appropriate State or local authority; **accreditation** (approved by a recognized regional, state, or national board); or **approval** (recognition and approval by State Department of Health or Education; or other appropriate authority).
 C Must provide evidence of public funding and/or legislative authority; must also provide evidence of approval by proper government authority.
 D Must provide evidence of funding under the Older Americans, Social Security, Economic Opportunity, or Community Services Block Grant Act.
 E Must provide proof of Federal Communications Commission (FCC) licensing.
 F Must sign attached museum access agreement.
 G Public health and educational institutions must provide evidence of either **licensing** (recognition or approval by appropriate State or local authority); **accreditation** (approved by a recognized regional, state or national board); or **approval** (recognition and approval by State Department of Health or Education; or other appropriate authority).
 H Please contact the SASP for instructions on whether it is best to submit a separate application for each public program managed.

Note: All applicants whose eligibility is dependent on any type of licensing, accreditation, approval, or annual funding, must provide evidence of such upon explicit request to ensure continuing eligibility.

Service Support Special Activity (SEA): These are programs of special interest to the Armed Services and DOD. See Section 549(d) of Title 40, USC. SEAs include American National Red Cross, Boy/Girl Scouts, Little League Baseball, United Service Organization, Young Marines, and many others. For a complete listing of SEAs, view DOD's 4160.21-M manual (Sections 6-4 through 6-22 and Attachment 8.1-1 & 2). SEAs can **only** acquire DOD property and **must** provide **proof of approval as an SEA**.

Veteran Service Organization (VSO): These are organizations recognized by the VA that provide services to veterans. VSOs include the American Legion, AMVETS, Marine Corps League, Veterans of Foreign Wars, and many others. For a complete listing, visit <https://www.va.gov/vetres>. VSOs can acquire both civilian agency and DOD property. VSOs are **not** required to be nonprofit to be eligible, but must provide **proof of approval as a VSO** and a **written statement certifying that at least 50% of its members are veterans**.

Small Business Administration (SBA) Activity: These are designated by SBA as its Business Development (BD) activities. SBAs can acquire both civilian agency and DOD property and **must** provide written verification (letter or email) of your status from SBA. SASPs may verify the BD status at <https://www.sba.gov/dofa/dofa-activities>.

Veteran Owned Small Business (VOSB): These are businesses certified by the VA. VOSBs can acquire both civilian agency and DOD property. SASPs may verify VOSB status at <https://www.va.gov/vetres> or <https://www.dcms.com>.

RSE Act Participants: Reserved

Note: If your organization has not been previously listed, please contact the SASP at (601)938-2050.

GENERAL SERVICES ADMINISTRATION | Page 5 | GSA FPMR 2021 MAR 05

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 23, 2024 10:00 A.M.**

Program/Initiative: Applicants must provide a written description of program(s), including such details as population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, financial information—base budget information, funding sources, etc. Applicants may substitute copy of program brochure or website reference provided it lists similar details.

If more space is needed, proceed to Page 1

Authorized Representative Listing: Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. **Applicants must certify that they have read and understand the terms of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA) and the Department of Defense (DoD) regarding the release of property to the Federal Government. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Assurances Statement and the Non-Conversion Assurances Statement as well.**

Printed Name	Title	Phone Number (include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature
Printed Name	Title	Phone Number (include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature
Printed Name	Title	Phone Number (include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature

To include additional representatives, proceed to Page 1

Museum Access Agreement (Museum Applicants only):

As part of the Federal Surplus Property Donation Program, "museums"—pursuant to Section 23 of Public Law 114-287 and Federal Management Regulation (FMR) Part 102-37—agree that from an operational standpoint toward fulfilling the museum's mission and function for the general public that the museum will agree to any request submitted for access during typical business hours interpreted here to be approximately 9 AM to 4 PM, Monday through Friday, although a reasonable variation from these hours may be considered due to individual circumstances (e.g., location of museum requiring strict business hours that deviate from the aforementioned time parameters).

Printed Name and Title of Head Authorized Museum Official	Date (MM/DD/YYYY)	Signature

Property "Wants" or "Needs" List: Applicants must provide a listing of specific property items desired or the general categories of items desired.

If more space is needed, proceed to Page 1

Certification & Assurances Statement (Including Conditions, Reservations and Restrictions):

TO BE INCLUDED ON THE STATE AGENCY FOR SURPLUS PROPERTY (SASP) ISSUE OR DISTRIBUTION DOCUMENT.

- (a) THE DONEE CERTIFIES THAT:**
- (1) It is a public agency or a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue Code of 1954 within the meaning of section 2042 of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
 - (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area and one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, excluding research for any such purposes, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior written approval of the SASP.
 - (3) Funds are available to pay all costs and charges incident to donation, including but not limited to shipping fees, repairs, costs relating to making a donated item serviceable.
 - (4) This transaction shall be subject to the non-Conversion regulations governing the donation of surplus property issued under title VI of the Civil Rights Act of 1964, Section 806 of title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 524 of the Rehabilitation Act of 1973, as amended, title IX of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination Act of 1975.
- (b) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:**
- (1) All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued to be used for such purpose(s) for a minimum of 1 year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the SASP and, at the donee's expense, return such property to GSA or SASP, otherwise make the property available for transfer or other disposal by the SASP, provided the property is still usable as determined by the SASP.
 - (2) Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.
 - (3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and, upon demand, the donee shall release such property to such persons as GSA or as designee shall direct.
- (c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$800 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VEHICLES 16 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE IN LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**
- (1) The property shall be used only for the purpose(s) for which acquired, and for no other purpose(s).
 - (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
 - (3) In the event the property is not used as required by c (1) and (2), and Federal restrictions (b)(1) and (b)(2) and (f) have expired, then title and right to the possession of such property shall at the option of the SASP revert to the SASP and the donee shall release such property to such persons as the SASP shall direct.
- (d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:**
- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b), (c), and (f), remain in effect, the donee shall not sell, trade, lease, lend, bail, collateralize, encumber, or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under (b), (c), and (f), or the SASP under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the SASP, shall be returned promptly by the donee to GSA or the SASP, as the case may be.
 - (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, collateralized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) remain in effect, without the prior approval of GSA or the SASP, the donee, at the option of GSA or the SASP shall pay to GSA or the SASP, as the case may be, the proceeds of the disposal of the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the SASP.
 - (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) remain in effect, any of the property listed hereon is no longer usable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the SASP, and shall, as directed by the SASP, return the property to the SASP, release the property to another donee, or another SASP, or to a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be returned promptly by the donee to the U.S. Government.
 - (4) The donee shall make reports to the SASP on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the SASP. The SASP reserves the right to, at its discretion, conduct on-site, visual, telephonic, written reviews of property acquired for use to ensure the donee is properly utilizing the property and following all applicable program rules.
 - (5) At the option of the SASP, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertaining thereto in (f) by payment of an amount determined by the SASP in conjunction with GSA.
- (e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:**
- (1) The property acquired by the donee is "as-is" in, where it's found, without warranty of any kind, and the Government of the United States of America, as well as the SASP will be held harmless from any or all debts, liabilities, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
 - (2) Where a donee carries insurance against damage to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, GSA or the SASP, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated item.

Certification & Assurances Statement (Including Conditions, Reservations and Restrictions)

(1) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative, as well as the conditions set forth in C. et a minimum.

Sample Restriction Periods:

These are the general restriction periods for most types of property received. It is the applicant's responsibility to research, understand and comply with the specific restrictions placed upon each piece of property received.

Property must be placed into use within 12 months and used for a minimum compliance or restriction period of 12 months depending on the type of property. Special restrictions are applied to items with an original government unit acquisition cost of \$5,000 or more, passenger motor vehicles, NASA artifacts, noncombat aircraft and vessels over 50', noncombat flyable aircraft, combat aircraft and vessels 50' and greater, and firearms. See the SASP for specific restrictions and questions on all items acquired, including the following:

- Property with an original gov't unit acquisition cost of less than \$5,000 or more = 12 months
- Property with an original gov't unit acquisition cost of \$5,000 or more and passenger motor vehicles = 18 months
- NASA artifacts = 60 months & Perpetuity
- Noncombat Aircraft and Vessels 50' and greater = 60 months
- Combat Aircraft and Vessels over 50' = Perpetuity
- Firearms = Perpetuity

(Note: For all other items, including passenger motor vehicles, a 12-month restriction period applies unless otherwise specified in the SASP.)

Non-discrimination Assurance Statement

ASSURANCE AND COMPLIANCE WITH GSA REGULATIONS under Title VI of the Civil Rights Act of 1964, Section 806 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

Hereinafter called the "Donee", agrees that the program for or in connection with which any property is donated to the Donee will be conducted in compliance with, and the Donee will comply with and will provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Services Administration (41 CFR 101.5-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973. To the end that no person in the United States shall on the grounds of race, color, national origin, sex or age, or that no person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of, or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration.

The Donee hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a 3-year period preceding this application/proposal/transaction or more public transactions (Federal, state, or local) terminated for cause of default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

My signature below represents that I have read and understand all of the information contained in this application (including the fine print). My signature below represents that I have accurately completed this form to the best of my ability and that my agency, organization, business and representatives will abide by the aforementioned agreements, certifications, assurances and statements.

Print Name and Title of Applicant's Head Authorized Official	Date (mm/dd/yyyy)	Signature
<i>(Remaining Signatories)</i>		
Print Name and Title of SASP Reviewing/Processing Official	Date (mm/dd/yyyy)	Signature
Print Name and Title of SASP Head Approving Official	Date (mm/dd/yyyy)	Signature
Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	License/Authorization Approval Date: <input type="text"/>	Eligibility Expiration Date: <input type="text"/>
Notes: <input type="text"/>		

Program Narrative (Continued): Applicants must provide a written description of program(s), including each details as population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, financial information—basic budget information, funding sources, etc. Applicants may substitute copy of program brochure or website reference provided it lists similar details.

Authorized Representative List (Continued): Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on this application will be deleted if a valid driver's license or other form of identification may be required prior to entering state or federal facilities. *(Note: All individuals listed on this application must be listed on the applicant's website.)*

Printed Name	Title	Phone Number (Include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature
Printed Name	Title	Phone Number (Include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature
Printed Name	Title	Phone Number (Include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature
Printed Name	Title	Phone Number (Include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature

Property "Wants" or "Needs" List (Continued): Applicants must provide a listing of the specific property items desired or the general categories of items desired:

THE FOLLOWING STAFF FROM THE CITY OF JACKSON FOR ADMISSION TO MS SURPLUS PROPERTY EFFECTIVE 04/23/2024

#	NAME	TITLE	DEPARTMENT
1	SAFIRA OMARI	CHIEF OF STAFF	MAYORS' OFFICE
2	HALIHA OLU-EMI	MAYORS EXECUTIVE ASST	MAYORS' OFFICE
3	ABDUL MUHAMMAD	DEPUTY DIRECTOR OF PARK	PARKS & RECREATION
4	SHANNON AMOS	EXECUTIVE OFFICE COORD	PARKS & RECREATION
5	SHEILA WILLIAMS-SHERIFF	PUBLICATION DIVISION	FINANCE & ADMINISTRATION
6	SHIKIRA THOMAS	DEPUTY DIRECTOR OF PUBLIC	FINANCE & ADMINISTRATION
7	BRENITA WELLS	EXECUTIVE OFFICE COORD	PUBLIC WORK
8	ERICA STEWART	CITY ENGINEER	PUBLIC WORK
9	ROBERT LEE	CITY CLERK	CITY CLERK OFFICE
10	PAMELA PALMER	HR	HUMAN RESOURCES
11	WILLETTE DOYLE	FINANCE	HUMAN RESOURCES
12	RHONDA HUDDLESTON	DIRECTOR	FINANCE & ADMINISTRATION
13	TOVA MARTIN	DEPUTY DIRECTOR	HUMAN RESOURCES
14	VICIE PERRY	BUDG MAINTENANCE COORD	PUBLIC WORK
15	SHIRLEY MARSHALL	DEPUTY DIRECTOR	FINANCE & ADMINISTRATION
16	SHARON THAMES	TREASURY MANAGER	FINANCE & ADMINISTRATION
17	FELICIA YOUNG	FISCAL OFFICER/COMMUNICA	FINANCE & ADMINISTRATION
18	RHONDA WILLIAMS	BUDGET MANAGER	FINANCE & ADMINISTRATION
19	BRANDON JACKSON	ASST BUDGET MANAGER	FINANCE & ADMINISTRATION
20	DAVID RINSEY	PURCHASING MANAGER	FINANCE & ADMINISTRATION
21	MORRICA OLIVER	BUYER	FINANCE & ADMINISTRATION
22	JOYCE WILLIAMS	BUYER	FINANCE & ADMINISTRATION
23	MATSHA CASTON	MANAGER OF CARE MAINT	PUBLIC WORK
24	STANLEY ARNOLD	MANAGER OF JATMAN	FINANCE & ADMINISTRATION
25	MAARIVY GUICE	DEPUTY DIRECTOR	FINANCE & ADMINISTRATION
26	CHRISTINE WELCH	FISCAL OFFICER	FINANCE & ADMINISTRATION
26	CLORA MITCHELL		

27	AUDREY EVANS	OFFICE COORDINATOR	JACKSON FIRE
28	ANDREA WILLIAMS	OFFICE COORDINATOR	PUBLIC WORKS
29	SYLVIA ROWSEY	JRA	PLANNING
30	CYNTHIA CAWETT	JRA	PLANNING
31	LASHUNDA FRANKLIN	MANAGER OF INTERNAL AUDIT DIVISION	PLANNING
32	FELICIA JOYNER	SENIOR AUDITOR	HUMAN & CULTURE SERVICES
33	MICHAEL WILLIAMS	MANAGER/PLANETARIUM	HUMAN & CULTURE SERVICES
34	ERIKA BATTLE	OFFICE COORDINATOR	HUMAN & CULTURE SERVICES
35	DEBORAH BOYD	COMMUNITY SERVICES SUP.	HUMAN & CULTURE SERVICES
36	BEVERLEY DURHAM	EXECUTIVE OFFICE COORD.	HUMAN & CULTURE SERVICES
37	GRACE ROBINSON	EARLY CHILDHOOD COORD.	HUMAN & CULTURE SERVICES
38	MICHAEL RAAF	AUDITORIUM MANAGER	HUMAN & CULTURE SERVICES
39	HOPE WILLIAMS	ECD EARLY CHILDHOOD	HUMAN & CULTURE SERVICES
40	BERTHA BROOKINS	LSW-EARLY CHILDHOOD	HUMAN & CULTURE SERVICES
41	TANGAYIKA HOOVER	SECD	HUMAN & CULTURE SERVICES
42	JEWELL REED	ECD-MANAGER	JACKSON POLICE
43	CHIEF JOSEPH WADE	CHIEF	PLANNING
44	SAMANTHA GRAY	MANAGER OF COMM. IMPROVMT	JACKSON FIRE
45	ROBERT RICKS	ASSISTANT FIRE CHIEF	FINANCE & ADMINISTRATION
46	CARMEN JONES	ASSISTANT CONTROLLER	MUNICIPAL CLERK
47	ANGELA HARRIS	CITY CLERK	FINANCE & ADMINISTRATION
48	JILLIAN CALDWELL	CONTROLLER	FINANCE & ADMINISTRATION

Council Member Grizzell moved adoption; Council Member Stokes seconded.

President Banks recognized Sharon Thames, Deputy Director of Administration who provided a brief overview of said item.

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

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote, Hartley and Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION AND THE PURCHASING DIVISION TO MAKE ACCURATE AND TRUE REPRESENTATION ON BEHALF OF THE CITY OF JACKSON TO THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY.

WHEREAS, the Purchasing Division, through the Department of Finance, requests the authority to submit the Federal Surplus Property Program Eligibility Application to the Mississippi Office of Surplus Property (State Agency for Surplus Property) (MOSP); and

WHEREAS, MOSP was organized in 1946 to assist state government, local government, and nonprofit organizations by allowing them to acquire surplus goods from the Federal and State Government. MOSP has access to property ranging from office furniture to aircraft available through one of our four programs; and

WHEREAS, MSOP requests the city to update its eligibility application currently on file; and

WHEREAS, a copy of the Eligibility Application is attached; and

WHEREAS, the Purchasing Division requests the authority to make certain representation on behalf of the city of Jackson, such as providing a program narrative (such as details as population served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities and financial information (basic budget information and funding sources)); and

WHEREAS, the Purchasing Division will also submit the attached list of staff as authorized representatives that can sign for the release of property on the city's behalf; and

WHEREAS, the Purchasing Division recommends to the governing authorities for the city authorize the Mayor to execute the Eligibility Application and the division to make accurate and true representations on behalf of the city and to submit the Eligibility Application to the MOSP.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Eligibility Application and the Purchasing Division to make accurate and true representations on behalf of the city and submit the Eligibility Application to the MOSP.

IT IS FURTHER ORDERED that payment from such purchases shall be from the requestor account.

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

President Banks recognized **Sharon Thames, Deputy Director of Administration** 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.

President Banks requested that Agenda Items No. 47 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 31 ST ANNUAL LYNCH STREET CULTURAL ARTS FESTIVAL.

WHEREAS, the West Jackson Community Development Corporation (CDC) was founded with the goal of enhancing the quality of life for all citizens of West Jackson; and

WHEREAS, the CDC proudly presents the 31st Annual Lynch Street Cultural Arts Festival, comprised of a banquet with dining and dancing and a street festival, being held on Friday, April 26, 2024, and Saturday, April 27, 2024; and

WHEREAS, the street festival will be a free, family-friendly event which will include several food vendors, a children’s village, a health fair, and live entertainment; and

WHEREAS, the purpose of this event is to give government, businesses, schools, and churches, as well as individuals, the opportunity to get to know each other and to make connections with an overall goal of building and strengthening community relationships, highlighting and supporting local businesses, and bringing everyone together for a day of fun; and

WHEREAS, several civic groups, local businesses, neighborhood associations, and vendors are participating in this event and have done so in the past; and

WHEREAS, it is in the best interests of the City of Jackson that the City support this family-friendly event, and other such events, as said events bring the community together in a meaningful way and have a positive impact on the citizens, businesses, and economy of the City.

IT IS HEREBY RESOLVED that the City of Jackson is hereby authorized to support the CDC in its 31st Annual Lynch Street Cultural Arts Festival.

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

President Banks recognized **Linda Carter, West Jackson Community Development Corporation**, 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 RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A STATEMENT OF WORK WITH CIVICPLUS, LLC TO PROVIDE CODING AND SUPPLEMENT SERVICE FOR THE CODE OF ORDINANCES FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Department of Municipal Clerk recommends that the Jackson City Council authorize the Mayor to execute a Statement of Work (“SOW”) with CivicPlus, LLC to assist the Municipal Clerk with codifying the Code of Ordinances and managing the municipal code on the City of Jackson’s website; and

WHEREAS, CivicPlus, LLC proposes a twenty-four (24) month agreement beginning April 1, 2024 through March 31, 2026; and

WHEREAS, CivicPlus, LLC services will not include freight, sales tax or any annual recurring services and shall be provided as follows:

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 23, 2024 10:00 A.M.**

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT PRICE
1.0	Annual Online Code Hosting	Recurring-invoiced in August	\$1,127.70
1.0	Administrative Support Fee	Recurring-invoiced in September	\$600.00
N/A	Graphics/IGTM	As Used	\$10.00 per image
N/A	Per Page Rate	As Used – 8.5 x 11-page, single column, 10-point font	\$26.00
N/A	Supplement Word Version	As Used- billed with each completed supplement	\$75.00

WHEREAS, the services shall be invoiced as described above, and shall be subject to a 5% uplift each year. Client will pay all invoices within thirty (30) days but no later than forty-five (45) days of the date of such invoice; and

WHEREAS, the Statement of Work shall be subject to the terms and conditions of the Master Services Agreement and the applicable Solutions and Products terms (“MSA”); and

WHEREAS, either party may terminate the MSA or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other party, if the other party materially breaches any provision of the MSA and does not substantially cure the breach within thirty (30) days after receiving notice of such breach; and

WHEREAS, CivicPlus, LLC will defend at its expense or settle any third-party claim against the City alleging that the services provided under the MSA infringe intellectual property rights. CivicPlus, LLC will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court; and

WHEREAS, to the extent it is not prohibited by Mississippi law, CivicPlus, LLC’s liability arising out of or related to MSA, or any associated SOW, will not exceed the amounts paid by the City for the Annual Recurring Services in the year prior to such claim of liability; and

WHEREAS, to the extent it is not prohibited by Mississippi law, in no event will CivicPlus, LLC be liable to the City for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement; and

WHEREAS, to the extent it is not prohibited by Mississippi law, the liabilities limited by Section 32 and 33 of the MSA apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer’s remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus’ liability will be limited to the maximum extent permissible to the extent it is not prohibited by Mississippi law; and

WHEREAS, the MSA shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. CivicPlus shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations; and

WHEREAS, the Department of Municipal Clerk recommends that the City of Jackson designates the City Clerk as the individual responsible for completing and submitting the Contact Information Sheet to CivicPlus, LLC.

IT IS ORDERED that the Mayor is authorized to execute a Statement of Work with CivicPlus, LLC to provide coding and supplement services for the Jackson Code of Ordinances for a term of twenty-four (24) months effective April 1, 2024 through March 31, 2026 and any services provided prior to the approval by the governing authorities is hereby ratified.

IT IS, THEREFORE, ORDERED payment is authorized to CivicPlus, LLC in an amount that should not exceed the fee schedule set forth above and the agreement can be automatically renewed for an additional 1-year renewal term at the discretion of the Municipal Clerk.

IT IS FURTHER ORDERED that the Municipal Clerk is designated as the representative for the City of Jackson and is authorized to complete and submit the Contact Information Sheet to CivicPlus, LLC and ensure that the information is kept up to date.

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 MAYOR TO EXECUTE A SERVICES AGREEMENT WITH THE CAN MAN SHREDDING, LLC FOR THE DEPARTMENT OF MUNICIPAL CLERK-RECORDS MANAGEMENT FACILITY.

WHEREAS, pursuant to Section 21-15-37 of the Mississippi Code of 1972, as amended, the governing authorities of the City of Jackson, Mississippi, has the power and authority, in its discretion, to destroy or dispose of any records, documents, files, or papers, which are not required by law to be kept and preserved, or which is not desirable or necessary to keep and preserve in accordance with a records control schedule approved by the Local Government Records Committee; and

WHEREAS, on October 13, 2020, the City Council of Jackson, Mississippi, passed a resolution adopting a Revised City-wide retention schedule within the City of Jackson; and

WHEREAS, based on that adopted schedule, the Department of Municipal Clerk-Records Management Facility, City of Jackson, Mississippi ("City of Jackson"), needs disposing of shredded materials; and

WHEREAS, The Can Man Shredding, LLC, located at 1819 Valley Street, has proposed the removal of bags of shredded materials and cardboard boxes; and

WHEREAS, the Can Man Shredding, LLC will remove bags of shredded materials at a cost of twenty-five dollars (\$25.00) per pickup for the Records Management facility, located at 2525 Robinson Road; and

WHEREAS, The Can Man Shredding, LLC proposes a 24-month agreement commencing on June 1, 2024, through June 30, 2026, with an option to renew.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a services agreement with the Can Man Shredding, LLC to remove shredded materials and boxes from the Department of Municipal Clerk-Records Management Facility for a 24-month term commencing on June 1, 2024 through June 30, 2026, with an option to renew at a cost not to exceed twenty-five dollars (\$25.00) per pickup.

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

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

ORDER APPROVING THE PAYMENT OF BADGEPASS INVOICE# INV109634 IN THE AMOUNT OF \$224.76 FOR GOODS RECEIVED.

WHEREAS, an employee within the Jackson Police Department ordered two units of Item number BIM005011 from Badgepass; and

WHEREAS, the employee inadvertently failed to obtain a purchase order from the Division of Purchasing prior to ordering the product; and

WHEREAS, BadgePass shipped the goods, which are used in the creation of identification badges for municipal employees; and

WHEREAS, Badgepass invoiced the City of Jackson the sum of \$104.00 for each unit and shipping charges of \$16.76 for the goods; and

WHEREAS, Invoice Number INV109634 dated October 12, 2023 was received and verified; and

WHEREAS, the total amount invoiced by BadgePass was \$224.76; and

WHEREAS, Badgepass was unaware of the failure of the employee to obtain the purchase order from the Division of Purchasing and shipped the goods in good faith; and

WHEREAS, the goods are presently being used for a proper municipal purpose; and

WHEREAS, Section 31-7-57(2) of the Mississippi Code states that a vendor who in good faith delivers commodities and services shall be entitled to recover the fair market value of the commodities or services if the vendor had no control of, participation in, or actual knowledge of the error or failure; and

WHEREAS, BadgePass had no control over and did not participate or have actual knowledge of the error regarding the ordering of the product; and

WHEREAS, an internet search performed on March 22, 2024, revealed that a similar item in new condition was listed on eBay at \$103.33 or best offer; and

WHEREAS, the sum of \$104.00 per unit constitutes fair market value for the goods shipped by BadgePass; and

IT IS, THEREFORE, ORDERED that Invoice Number INV109634 of BadgePass may be paid.

IT IS, THEREFORE, ORDERED that the amount paid to BadgePass shall not exceed \$224.76.

IT IS, THEREFORE, ORDERED that the authorization in this order shall not be construed as authorizing the ordering of additional goods from the vendor without proper issuance of a purchase order.

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 MAYOR TO EXECUTE AN MOU WITH SEROLOGICAL RESEARCH INSTITUTE (SERI) FOR SEXUAL ASSAULT TESTING.

WHEREAS, the City of Jackson applied for and was awarded funding by the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), under the 2020 DOJ FY 20 National Sexual Assault Kit Initiative; and

WHEREAS, the purpose of the initiative is to address inventory, tracking, and testing of previously unsubmitted SAKs and collect and test lawfully owed DNA from offenders/arrestees; and

WHEREAS, the program furthers the DOJ's mission by assisting state, local, and tribal law enforcement with enhancing their protocols and polices to improve collaboration among laboratories, police, investigators, prosecutors, and victim service providers; and

WHEREAS, the award also provides resources to address the sexual assault investigations and prosecutions which result from evidence and CODIS hits produced by tested SAKs; and

WHEREAS, the initiative optimizes victim notification protocols and services; and

WHEREAS, in accordance with Award Number 2020-AK-BX-0031, the City of Jackson was awarded funding in the amount of 1,179,593.00; and

WHEREAS, SERI will process sexual assault evidence, perform CODIS uploads into the National database; and

WHEREAS, SERI's scope of work will be laboratory testing of pre-selected evidentiary items collected in Sexual Assault cases during the investigative process; and

WHEREAS, cases will be submitted in batches of fifty (50) per month with a completed submission form for each case; and

WHEREAS, the estimated time for processing the evidence submitted is sixty (60) business days; and

WHEREAS, fifty (50) cases per month may be submitted commencing April 1, 2024 and ending July 1, 2024; and

WHEREAS, the submission of additional evidence will result in the extension of the due date for completion of the processing; and

WHEREAS, SERI will complete all casework by September 30, 2024; and

WHEREAS, SERI's pricing for specific services applies to cases submitted from Jackson Police Department are as follows:

<u>DOJ Grant Pricing for Services</u>	<u>Price</u>
Administrative Fee (applies to all new & reopened cases)	\$750/case
CODIS Upload Fee	\$750/profile
Reference Sample (Blood or Saliva)	\$700 each
Evidence Sample or Secondary Reference	\$1,000/sample
Evidence Sample take through Quantitation only	\$400/sample
Wearer's, Touch DNA, or M-Vac Extraction	\$2,100/item

WHEREAS, the pricing aforementioned is standard for all case submissions funded by the Department of Justice; and

WHEREAS, evidence will be shipped back in batches after completion at SERI's cost; and

WHEREAS, case invoices will be consolidated into a bi-monthly statement which will be submitted on approximately the 15th and the 30th day of the month and sent to the SAKI Administrator who is presently Jacquelyn Gardner; and

WHEREAS, the Memorandum of Understanding becomes effective when Mayor Chokwe A. Lumumba and Ledia McVeigh, the Director Operations and Administration for SERI executes; and

WHEREAS, Ledia McVeigh executed the Memorandum of Understanding on March 1, 2024.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Memorandum of Understanding with SERI.

IT IS, THEREFORE, ORDERED that services provided by SERI may be paid from Award Number 2020-AK-BX-0031 upon receipt and reconciliation of its invoices.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING PAYMENT OF THE SUM OF \$3,100.00 TO DENNIS LOTT FOR SERVICES RELATED TO THE TRAINING OF JACKSON POLICE DEPARTMENT OFFICERS CONCERNING UNMANNED AIRCRAFTS.

WHEREAS, Dennis Lott informed the Jackson Police Department that he had developed a program for Hinds Community College and the Mississippi Department of Education related to unmanned aircrafts; and

WHEREAS, the Jackson Police Department anticipated implementation of the use of drones in its law enforcement activities and asked Dennis Lott to provide instruction and training to seven (7) of its law enforcement officers; and

WHEREAS, Dennis Lott submitted a proposal to the Jackson Police Department which indicated that five (5) officers could receive instruction and training at \$500.00 each with each additional officer receiving instruction in the same setting at \$300.00 each; and

WHEREAS, on September 13, 2023, seven (7) officers received Federal Aviation Administration Part 107 course instruction and training; and

WHEREAS, the instruction and training is an activity authorized by law; and

WHEREAS, Dennis Lott was not aware that the governing authorities for the City of Jackson had not accepted the proposal and authorized a contract for the services; and

WHEREAS, the failure to obtain approval of the Jackson City Council prior to acceptance of Lott's proposal was inadvertent and an unintentional mistake; and

WHEREAS, Section 31-7-57 of the Mississippi Code authorizes payment of the fair market value of a service to a vendor, who in good faith delivers or performs services under a contract to or for a governing authority; and

WHEREAS, an instructional course in FAA Part 107 typically costs between \$200.00 - \$250.00 and consists of primarily instructional videos or online instruction without live simulations; and

WHEREAS, the instructional course provided by Dennis Lott was different from the typical course because it included onsite and live simulations; and

WHEREAS, members of the Federal Aviation also appeared and assisted with the instructional course; and

WHEREAS, Dennis Lott submitted an invoice dated September 21, 2023 to the Jackson Police Department in the amount of \$3,100.00; and

WHEREAS, because the instructional course included live simulations and assistance from personnel of the FAA, the Jackson Police Department considers the sum of \$500.00 for the first five (5) officers and \$300.00 for each additional officer to be fair market value; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the payment of the invoice submitted by Dennis Lott so that vendors and contractors will be amenable to providing future services.

IT IS, THEREFORE, ORDERED that the invoice of Dennis Lott dated September 21, 2023 in the amount of \$3,100.00 may be paid.

IT IS, THEREFORE, ORDERED that the authorization to pay the invoice indicated in this order should not be construed as authorizing additional contracts for services and payments to Dennis Lott other than the \$3,100.00.

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

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

Nays – None.

Absent – None.

ORDER RATIFYING OPEN ACCOUNT AND APPROVING THE PAYMENT OF CERTAIN INVOICES OF HALL'S TOWING PURSUANT TO A CONTINUING ACCOUNT RECONCILIATION PROCESS.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated as amended states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are 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 power granted to governing authorities of municipalities by Section 21-17-5 of the Mississippi Code is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, on occasion, Hall's Towing Service, Inc., located at 1161 Weems Street in Pearl, Mississippi was requested by officers of the Jackson Police Department to respond and provide vehicular tows for various reasons; and

WHEREAS, the Chief Financial Officer for the City of Jackson initiated an account reconciliation process with Hall's Towing by sending a letter and requesting that unpaid invoices be submitted; and

WHEREAS, the letter sent to Hall's Towing stated that "recent emergencies and turnover" contributed to delays in the processing of invoice; and

WHEREAS, the letter sent to Hall's Towing requested that it provide any unpaid invoices in order to ensure that no invoice is overlooked; and

WHEREAS, on or about September 8, 2023, Hall's Towing provided a list of invoices ranging from November 6, 2019 through August 24, 2023; and

WHEREAS, Section 15-1-29 of the Mississippi Code states that actions on open accounts or account stated not acknowledged in writing, signed by the debtor and on any unwritten contract, express or implied shall be commenced within three (3) years next after the cause of such action accrued and not after; and

WHEREAS, pursuant to Section 15-1-31 of the Mississippi Code, the period of limitation commences to run against the several items of an open account from the dates at which the same respectively became due and payable; and

WHEREAS, on November 8, 2019, the Mississippi Attorney General issued an opinion to Donald Brock Jr., which confirmed that municipalities may not pay invoices once the statute of limitations has run, even if timely submitted; and

WHEREAS, in the opinion to Donald Borck, Jr., the Mississippi Attorney General also confirmed that a municipality has a duty to assert application statutes of limitations when permissible even if the claim is validly incurred by the municipality; and

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TUESDAY, APRIL 23, 2024 10:00 A.M.**

WHEREAS, the period of limitations has run concerning the following invoices submitted by Hall's Towing and therefore, payment is not recommended; and

NOT RECOMMENDED FOR PAYMENT

Date of Invoice	Invoice #	Amount of Invoice
11/6/2019	445837	\$154.50
11/25/2019	445998	\$175.00
12/4/2019	446158	\$240.00
12/17/2019	447275	\$175.00
01/15/2020	448139	\$175.00
01/21/2020	447197	\$350.00
01/23/2020	449116	\$175.00
01/29/2020	449762	\$45.00
02/11/2020	449968	\$45.00
02/14/2020	450097	\$180.00 (\$135.00) not clear
02/26/2020	450724	\$45.00
05/28/2020	451928	\$75.00
06/22/2020	456027	\$45.00
07/15/2020	457098	\$75.00
07/31/2020	457797	\$75.00
08/10/2020	458066	\$135.00
09/14/2020	459699	\$73.50
11/11/2020	462281	\$175.00 (\$10) not clear
11/11/2020	462693	\$75.00
11/16/2020	462523	\$175.00(\$30.00) not clear
12/21/2020	464398	\$200.00
01/20/2021	465721	75.00

WHEREAS, Section 31-7-305(3) of the Mississippi Code states that if a warrant or check in payment of an invoice is not delivered within forty- five (45) days, the public body shall liable to the vendor for interest at the rate of one and one-half percent per month or portion thereof on unpaid balance from the expiration of the forty- five (45) days until such time as the warrant or check is delivered to the vendor; and

WHEREAS, the Jackson Police Department has been able to reconcile and verify the following invoices and recommends that the sum of \$6,369.77, which includes the applicable penalty due through April 12, 2024 be paid to Halls Towing; and

WHEREAS, reconciled invoices for which payment is being recommended are identified below along with the applicable interest penalty:

Invoices Reconciled and Recommended for Payment

Date of Invoice	Invoice #	Amount of Invoice	Penalty	Total
8/1/2022	488101	\$75.00	\$1.80	\$76.80
8/2/2022	488202	\$75.00	\$1.79	\$76.79
8/7/2022	488416	\$75.00	\$1.78	\$76.78
8/10/2022	488552	\$75.00	\$1.77	\$76.77
8/16/2022	488298	\$75.00	\$1.75	\$76.75
9/7/2022	489372	\$550.00	\$12.30	\$562.30
10/20/2022	491053	\$75.00	\$1.54	\$76.54
11/23/2022	491847	\$125.00	\$2.40	\$127.40
11/25/2022	491926	\$125.00	\$2.38	\$127.38
11/30/2022	492453	\$125.00	\$2.36	\$127.36
12/11/2022	492679	\$125.00	\$2.30	\$127.30
12/13/2022	492497	\$125.00	\$2.29	\$127.29
12/18/2022	492973	\$125.00	\$2.25	\$127.25
12/23/2022	493087	\$125.00	\$2.22	\$127.22
12/24/2022	493090	\$125.00	\$2.22	\$127.22
12/29/2022	492790	\$125.00	\$2.21	\$127.21

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01/2/2023	493458	\$125.00	\$2.19	\$127.19
01/7/2023	493474	\$125.00	\$2.16	\$127.16
01/11/2023	4936060	\$125.00	\$2.14	\$127.14
01/14/2023	493811	\$125.00	\$2.13	\$127.13
01/16/2023	493545	\$125.00	\$2.10	\$127.10
01/16/2023	493852	\$125.00	\$2.10	\$127.10
01/19/2023	494008	\$350.00	\$5.83	\$355.83
01/20/2023	493966	\$125.00	\$2.08	\$127.08
01/20/2023	493648	\$125.00	\$2.08	\$127.08
01/20/2023	493649	\$125.00	\$2.08	\$127.08
01/22/2023	494113	\$150.00	\$2.48	\$152.48
01/22/2023	493879	\$125.00	\$2.07	\$127.07
01/23/2023	493975	\$125.00	\$2.06	\$127.06
01/26/2023	494210	\$475.00	\$7.78	\$482.78
01/30/2023	494404	\$125.00	\$2.03	\$127.03
02/05/2023	494427	\$125.00	\$2.00	\$127.00
02/25/2023	494818	\$125.00	\$1.89	\$126.89
02/26/2023	494946	\$125.00	\$1.89	\$126.89
03/13/2023	495638	\$125.00	\$1.81	\$126.81
4/2/2023	496038	\$425.00 (creek recovery)	\$5.81	\$430.81
04/07/2023	496377	\$125.00	\$1.68	\$126.68
04/11/2023	496716	\$125.00	\$1.66	\$126.66
04/13/2023	496622	\$125.00	\$1.65	\$126.65
04/17/2023	496808	\$125.00	\$1.63	\$126.63
04/14/2023	496745	\$125.00	\$1.62	\$126.62
04/20/2023	496578	\$45.00	\$.58	\$45.58
07/17/2023	499708	\$45.00	\$.42	\$45.42
		Total \$ 6,240.00	Total Interest \$ 129.77	Total Due \$6,369.77

WHEREAS, the invoice reconciliation process is not complete and there are approximately 120 invoices remaining to be reconciled; and

WHEREAS, the Jackson Police Department has recommended that the reconciled invoices be paid prior to completion of the reconciliation process in order to avoid additional interest penalty accumulation; and

WHEREAS, the best interest of the City of Jackson would be served by paying to Halls Towing the sum of \$6,369.77 for the invoices which have been reconciled.

IT IS, THEREFORE, ORDERED that the sum of \$6,369.77 may be paid to Halls Towing in satisfaction of the invoices referenced in this order for which the three (3) year period of limitation has not run.

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

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote, Hartley and Stokes.

Absent – None.

ORDER APPROVING PAYMENT OF THE SUM OF \$3,584.96 TO JENKINS AUTOMOTIVE FOR GOODS AND SERVICES OBTAINED BY THE MUNICIPAL GARAGE FOR THE BENEFIT OF A 2023 DODGE DURANGO VEHICLE USED BY THE JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-17-5 of the Mississippi Code as amended states that the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same

which are 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 municipal garage requested that Jenkins Automotive located at 1120 England Road, Jackson, Mississippi install certain equipment consisting of a visor light, stick light, headliner bracket, UBL handheld siren and controller, K12 blue lights, and LED strobe light on a 2023 Dodge Durango vehicle; and

WHEREAS, the vehicle identification number for the Dodge Durango vehicle is 1C4RDJFG5PC58730; and

WHEREAS, the referenced Dodge Durango vehicle is utilized by the Jackson Police Department; and

WHEREAS, Section 31-7-13 (a) of the Mississippi Code states that purchases which do not involve an expenditure of more than Five Thousand Dollars (\$5,000.00), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive bids; and

WHEREAS, the municipal garage erroneously requested that Jenkins Automotive furnish goods and services prior to following municipal procedure for the purchase of goods under \$5,000.00; and

WHEREAS, the goods and services obtained from Jenkins Automotive were lawful and for a proper municipal purpose; and

WHEREAS, Section 31-7-57(2) of the Mississippi Code states that a vendor who in good faith delivers commodities and services shall be entitled to recover the fair market value of the commodities or services if the vendor had no control of, participation in, or actual knowledge of the error or failure; and

WHEREAS, Jenkins Automotive submitted an invoice dated January 11, 2024 for the goods and services described in the amount of \$3,584.96; and

WHEREAS, the sums invoiced are fair market value for the goods and services received; and

WHEREAS, Jenkins Automotive had no control was unaware or actual knowledge of the municipal garage's failure; and

WHEREAS, the best interest of the City of Jackson would be served by payment of the invoices.

IT IS, THEREFORE, ORDERED that the sum of \$3,584.96 for the goods and services described in its January 11, 2024 invoice may be paid.

Council Member Grizzell moved adoption.

Note: Said item failed due to a lack of a second.

ORDER RATIFYING PAST PROFESSIONAL PSYCHOLOGICAL EVALUATION SERVICES PERFORMED ON BEHALF OF THE CITY OF JACKSON FIRE DEPARTMENT AND APPROVING PAYMENT TO MORRIS & MCDANIEL INC. IN THE AMOUNT OF SIX THOUSAND FOUR HUNDRED AND SIXTEEN DOLLARS (\$6,416.00).

WHEREAS, the City of Jackson Fire Department (JFD) requires pre-employment testing and psychological evaluations for all potential recruits; and

WHEREAS, Morris & McDaniel Inc. (Morris & McDaniel) has provided these professional services for the City of Jackson Fire Department in the past; and

WHEREAS, JFD has received two invoices (Invoice Numbers: 23.641 and 23.674) for past psychological evaluation tests totaling Six Thousand Four Hundred and Sixteen Dollars (\$6,416.00); and

WHEREAS, Invoice Number 23.641 is for a grand total of Four Thousand Seven Hundred and Sixty Dollars (\$4,760.00) and covers psychological testing that occurred on the following dates in 2023: April 6, May 8, May 17, May 31, July 26, August 4, August 24, and September 6; and

WHEREAS, Invoice Number 23.674 is for a grand total of One Thousand Six Hundred Fifty-Six Dollars (\$1,656.00) and covers psychological testing that occurred on the following dates in 2023: October 25 and October 27; and

WHEREAS, it is in the best interests of the City of Jackson that the professional psychological testing described above, done to staff JFD with qualified employees, performed by Morris & McDaniel be ratified and that prompt payment in the amount of Six Thousand Four Hundred and Sixteen Dollars (\$6,416.00) be made to Morris & McDaniel.

IT IS HEREBY ORDERED that the past professional psychological testing services discussed above performed by Morris & McDaniel is ratified and that prompt payment shall be made to Morris & McDaniel, from account number 001.441.20.6419, in the amount of Six Thousand Four Hundred and Sixteen Dollars (\$6,416.00).

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents and/or agreements needed to effectuate this Order.

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

President Banks recognized **Chief Willie Owens, Jackson Fire Department** and **Assistant Chief Patrick Armon, Jackson Fire 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.

Note: Council Member Stokes left the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH FIRE RECOVERY USA LLC TO PROVIDE COST RECOVERY SERVICES FOR THE CITY OF JACKSON FIRE DEPARTMENT WHICH IS ESTIMATED TO RECOUP FIVE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND THIRTY-FOUR DOLLARS (\$551,634.00) PER YEAR TO THE JACKSON FIRE DEPARTMENT.

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which are 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 authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the Jackson Fire Department's responses to both emergency and non-emergency incidents continue to increase each year, thereby increasing the Jackson Fire Department's annual budgetary requirements; and

WHEREAS, both Environmental Protection requirements and Homeland Security regulations regarding equipment and training continue to increase each year with stricter regulations and additional requirements, thereby increasing the Jackson Fire Department's annual budgetary requirements to remain in compliance with state and federal rules and regulations; and

WHEREAS, a shrinking City tax base, combined with increasing budgetary requirements to maintain compliance with federal and state rules and regulations, along with increasing budgetary demands to enable the Jackson Fire Department to respond to all emergency and non-emergency incidents quickly and professionally, has created a situation wherein the Jackson Fire Department must explore external sources of funding; and

WHEREAS, it is the goal of the Jackson Fire Department to comply with state and federal rules and regulations and to respond quickly and professionally to emergency and non-emergency incidents when its services are requested; and

WHEREAS, there exists a dire need for the Jackson Fire Department to purchase and/or repair various types of firefighting equipment to continue to safely respond to all calls and to be able to provide assistance no matter what the emergency and to remain in compliance with all state and federal rules and regulations; and

WHEREAS, the Jackson Fire Department has investigated the legality, equity, and implementation of a cost-recovery program wherein at-fault parties are responsible for paying for the emergency services that the Fire Department performed due to the actions of the at-fault party, similar to how a tortfeasor is civilly liable to an injured party based on the negligent and/or intentional actions of the tortfeasor that caused damages to the injured party; and

WHEREAS, the Jackson Fire Department believes that a cost-recovery program, similar to the State's requirement that all licensed drivers maintain liability insurance on their vehicles, works to uphold the ideals of personal responsibility and is an equitable solution to maintain the Fire Department's effectiveness, safety, and ability to respond to all incidents wherein its assistance is requested; and

WHEREAS, upon researching the cost-recovery plan, the Jackson Fire Department learned that insurance companies provide coverage for the costs associated with a governmental entity's emergency response when that insurance company's insured is at-fault for an incident, especially for the cleaning of hazardous materials from a vehicle accident scene; further, insurance companies price the coverage into their insured's premiums, but those costs are rarely sought by governmental entities, resulting in the insurance companies retaining that money; and

WHEREAS, the Jackson Fire Department's research has revealed that, absent the implementation of a cost-recovery program, a rapid expansion of the City's tax base, or the raising of property taxes, its services will eventually have to be reduced due to the aging of current equipment, the inability to purchase new equipment to meet ever increasing demands for service, and the possibility of falling out of compliance with state and/or federal rules and regulations; and

WHEREAS, the Jackson Fire Department believes that raising property taxes would not be a fair solution when there exists the ability to require at-fault parties to pay for emergency services rendered; and

WHEREAS, the Jackson Fire Department's research into cost-recovery programs found that there are no Mississippi State laws that prohibit a municipality from enacting such a program; and

WHEREAS, the Jackson Fire Department received a cost-recovery proposal and a proposed professional services agreement (Agreement) from Fire Recovery USA LLC (Fire Recovery) wherein it is estimated that the Fire Department will recoup Five Hundred Fifty-One Thousand Six Hundred and Thirty-Four Dollars (\$551,634.00) per year; and

WHEREAS, Fire Recovery is a California based limited liability company, currently in good standing with the California Secretary of State, founded in 2006 that is engaged in the business of cost recovery billing services for the fire industry; and

WHEREAS, Fire Recovery operates in forty-two (42) states and has over one thousand six hundred and fifty (1,650) active accounts representing various cities and fire departments and has recouped tens of millions of dollars for these entities; and

WHEREAS, the Jackson Fire Department and Fire Recovery have successfully negotiated an Agreement and, as such, the Jackson Fire Department seeks approval for the Mayor to enter into this Agreement with Fire Recovery to utilize its cost-recovery program; and

WHEREAS, the cost-recovery rates that are to be charged by the Jackson Fire Department and collected by Fire Recovery USA will be set forth as "Exhibit A" to this Order and shall have the same effect as if fully reprinted in the body of this Order; these rates mirror the National Insurance Billing Rate for emergency services and, as such, are reasonable rates for the services that the Jackson Fire Department provides; and

WHEREAS, this agreement shall commence upon the date of the Mayor's signature and shall continue for a period of one (1) year thereafter; at the conclusion of the initial term, this Agreement shall automatically renew for one (1) additional year, unless either party provides written notification to the other party of its decision not to renew this Agreement; and

WHEREAS, Fire Recovery agrees to bill the responsible, at-fault party on the Jackson Fire Department's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents; and

WHEREAS, either the City or Fire Recovery may terminate this Agreement at any time by giving thirty (30) days written notice to the other party; and

WHEREAS, Fire Recovery will provide as a normal matter of business: entry of claims and submission to the responsible party; collections of monies deemed due to the Jackson Fire Department; payments of the agreed upon percentage of said monies to the Jackson Fire Department; and reporting of progress; and

WHEREAS, Fire Recovery agrees to reimburse the Jackson Fire Department a portion of the monies collected at a rate of seventy-eight percent (78%) of the total monies collected on the Jackson Fire Department's claims; and

WHEREAS, Fire Recovery agrees to pay these monies collected to the Jackson Fire Department monthly, within seven (7) working days after the close of the monthly billing cycle; and

WHEREAS, all money collected by Fire Recovery on behalf of the Jackson Fire Department shall vest in the Jackson Fire Department upon its collection and shall be used for the purchase of capitalized and non-capitalized equipment and vehicles for use by the Jackson Fire Department; and

WHEREAS, Fire Recovery agrees to provide training on its systems and procedures to the Jackson Fire Department pursuant to the terms of the Agreement; and

WHEREAS, Fire Recovery agrees to provide customer support for its services to the Jackson Fire Department; and

WHEREAS, Fire Recovery will pursue all claims in accordance with both federal and state laws, rules, and regulations; and

WHEREAS, the Agreement that was negotiated between Fire Recovery and the Jackson Fire Department shall be incorporated fully into this Order and shall be set forth as "Exhibit B" to this Order; and

WHEREAS, the Jackson Fire Department has final decision on whether or not to pursue a cost recovery claim depending on the facts of the incident; and

WHEREAS, it is in the best interests of the City of Jackson that the Mayor be authorized to execute the above-described Agreement.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the professional service Agreement described above and is authorized to execute any other document(s) that may be necessary to effectuate this Order.

IT IS FURTHER ORDERED that the cost-recovery rates that are to be charged by the Jackson Fire Department and collected by Fire Recovery USA are set forth below as "Exhibit A" to this Order, said rates having the same effect as if fully reprinted in the body of this Order.

IT IS FURTHER ORDERED that these cost-recovery rates, which mirror the National Insurance Billing Rate for emergency services, are reasonable rates for the services that the Jackson Fire Department provides.

IT IS FURTHER ORDERED that the negotiated professional service Agreement between Fire Recovery and the City of Jackson is fully incorporated in this Order as if fully reprinted, said Agreement to be attached to this Order as "Exhibit B."

BASED ON PER HOUR FEE STRUCTURE

The mitigation rates listed below shall be directly incorporated into the City's Cost Recovery Order.

These mitigation rates are average "billing levels" and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$802.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$697.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$836.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,811.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$553.00

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Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$972.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

Level 2 - \$3,473.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center.

Level 3 - \$8,199.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery, and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on-scene time - each additional hour @ \$381.00 per HAZMAT team.

FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

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This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized, per person, at various pay levels and for itemized products used.

ILLEGAL FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$554 plus \$68 per hour, per rescue person.

Level 2

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Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,110 plus \$88 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,747 plus \$68 per hour per rescue person, plus \$134 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$554 plus \$68 per hour, per rescue person. Additional rates of \$554 per hour per response vehicle and \$68 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$347 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

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ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$554 per hour.

Truck billed at \$693 per hour.

Miscellaneous equipment billed at \$416 per hour.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

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**PROFESSIONAL SERVICES AGREEMENT
FIRE RECOVERY USA LLC | CITY OF JACKSON, MISSISSIPPI**

This Services Agreement ("Agreement") is made effective on the date of execution by all parties, as evidenced by each party signing and dating the Signatures Page contained below.

PARTIES

FIRE RECOVERY USA, LLC, is a California based limited liability company ("Company"). The CITY OF JACKSON ("Client") is a municipality existing and operating under the laws of the State of Mississippi. Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with motor vehicle incidents and other emergency incidents at which Client provides emergency services; and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

**ARTICLE 1
ENGAGEMENT**

1.1. **Engagement:** Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

Company understands and agrees that this Agreement is subject to the approval of Client's City Council. Company further understands and agrees that City Council approval will be required for any future substantive changes/amendments to this Agreement should such a change be desired by either of the parties.

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Finally, Company understands and agrees that Client, as a municipality, is required to perform a yearly budgeting and appropriations process which can vary widely from year-to-year based upon numerous factors, many of which are outside of Client's control. As such, Client's ability to perform its duties and obligations as defined in this Agreement is directly subject to the receipt of adequate funding. Should adequate funding not be available and/or adequate funding not allocated to support this Agreement, Company agrees that such an occurrence shall not be considered a default/breach of this Agreement, and that Client shall be permitted to completely exit the Agreement with no claims, penalties, and/or damages assessed or made against Client.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES**

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

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3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

(a) **Billing and Collections:** To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and, after having given written notice and having received written approval from Client's City Attorney's Office, to sue for and give satisfaction for monies due on account and, after having given written notice and having received written approval from Client's City Attorney's Office, to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and

(b) **Endorsement:** To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections. Said items will be archived and accessible should Client request to view any such item.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

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4.3. **Non-Exclusive Relationship:** Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit. In the event Company represents, performs services for, and/or contracts with an entity wherein there exists either an actual conflict of interest or potential conflict of interest between that entity and Client, Company shall notify Client, in writing, of such conflict of interest and shall explain the scope of services being offered to said entity and shall describe any safeguards Company will implement/utilize to protect Client's interests in the professional services that are being contracted for in this Agreement.

4.4. **Time and Place of Performing Work:** Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. **Materials and Equipment:** Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. **Workers' Compensation:** Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. **Assignment:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

**ARTICLE 5
COMPENSATION OF COMPANY**

5.1. **Compensation for Company Services:** All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

**ARTICLE 6
OBLIGATIONS OF CLIENT**

6.1. **Cooperation of Client:** The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client. In the event this Agreement, or any other cost recovery agreement substantially

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similar to this Agreement, is challenged in either Mississippi State or Federal Court, and an injunction is issued whereby a Court orders that such a program is in some way violative of either State or Federal law, or, if this Agreement, or any other cost recovery agreement substantially similar to this Agreement, is found by the Mississippi Court of Appeals or the Mississippi Supreme Court to be contrary to State Law, such an injunction, order, and/or appellate decision, shall not constitute a breach of this Agreement and Client shall be permitted to completely exit the Agreement with no claims, penalties, and/or damages assessed or made against Client.

6.2. **Assignment of Run to Company:** Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

**ARTICLE 7
CLIENT AUTHORIZATION**

7.1. **Authorization:** Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

(a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and

(b) All other limitations as stated by the terms of this Agreement.

**ARTICLE 8
COMMENCEMENT, DURATION, AUTOMATIC RENEWAL,
& TERMINATION OF AGREEMENT**

8.1. **Commencement, Duration, and Autorenewal of Agreement:** This Agreement shall commence on the date of the Mayor's signature and shall continue for a period of one (1) year thereafter. At the conclusion of the initial term, this Agreement shall automatically renew for one (1) additional year, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to

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Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

6.2. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

6.3. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party; or
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

6.4. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services; or
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement; or
- (c) Company's material breach of any representation, warranty, or agreement contained in this Agreement; or
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Client's Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company

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will keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Company's Confidential Information: Any written, printed, graphic, electronically, or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

Company understands and agrees that Client is a municipality and, as such, is subject to State and Federal laws regarding public records and public records requests. Company understands that certain information pertaining to this Agreement and/or pertaining to Company itself could be the subject of public records requests and that Client might have to release said information unless it is exempt from public records disclosure. Further, Company understands and agrees that Client could be Court ordered to release certain information and that certain information could be subject to disclosure via discovery procedures in a court action. Any such disclosure(s) made by Client pursuant to any of the above-described procedures and/or any other legally required disclosure(s), shall not constitute a breach of this Section of the Agreement.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

With respect to inaccurate, incomplete, unfounded, and/or unreasonable submissions furnished to Company by Client, Company agrees to provide written documentation of any such submissions to Client explaining why Company believes said

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submissions are inaccurate, incomplete, unfounded, and/or unreasonable. Client and Company shall work together to correct any such submissions.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of Mississippi and the Ordinances of the City of Jackson, Mississippi. The venue for any claims, litigation, and/or causes of action between the parties, related to this Agreement, shall be in a Court of appropriate jurisdiction located in the First Judicial District of Hinds County, Mississippi.

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

To Client to:
Office of the City Attorney
Post Office Box 2775
Jackson, Mississippi 39207
Attention: Justin Powell, Esq.

With a copy to:
Jackson Fire Department Headquarters
555 South West Street
Jackson, Mississippi 39201
Attention: Chief Willie Owens

To Company to:
Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville, California 95661
Attention: Craig Nagler

With a copy to:
The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, California 92131
Attention: Chris Popov, Esq.

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Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday, or a Federal Holiday.

11.5. Waiver; Amendments: (i) This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof; (ii) this Agreement supersedes any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) this Agreement may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by the parties.

11.6. Counterparts: This Agreement may be signed by several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on the following page.

Schedule A and Exhibit A follow the Signature Page.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written next to undersigned's signature.

COMPANY:

FIRE RECOVERY USA, LLC (a California Limited Liability Company)

Signature: _____ Date: _____
Name: M. Craig Nagler
Title: Manager

CLIENT:

CITY OF JACKSON, MISSISSIPPI

Signature: _____ Date: _____
Name: Chokwe A. Lumumba
Title: Mayor

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SCHEDULE A
LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses. Any mitigation rate adjustments will be presented to Client's City Council on a yearly basis to amend the City Council's Order that established the cost recovery program should the City Council vote to approve such changes.
2. Company will provide as a normal matter of business: entry of claims and submission to the responsible party; collections of monies deemed due to the Client; payments of the agreed upon percentage of said monies to Client; and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.

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7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets. Company agrees to document and notify Client, in writing, of any information submitted by Client that Company believes to be erroneous, invalid, and/or illegal. The parties agree to work together to remedy and correct any such submission.

SCOPE OF WORK

1. Company will provide the technology to electronically input run data into the Recovery Hub for processing.
2. Company will bill on Client's behalf, for runs submitted and the service(s) Client provided on said runs, as allowed by Client's cost recovery Order.
3. Company will work with insurance companies directly to ensure payments are made for invoices that Company submits on behalf of Client.
4. Company will provide real time access to all of Client's claims as well as the ability for the end user to run reports on demand.
5. Company will provide automatic monthly reporting and real-time access to Client's account for 100% transparency.
6. Company will develop a successful professional working relationship with Client's fire department.
7. Company will provide training and project management for Client's staff.
8. Company will provide a dedicated account manager for Client's fire department.
9. Company will provide its programs with professionalism while maintaining the integrity of Client's fire department.

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10. Company will ensure the highest level of customer service for support and assistance. Customer service and support will be available between 7:00 AM and 5:00 PM PST but can be accommodated outside of these hours for special needs.
11. Company will provide for a systematic and standard recovery process that allows creditability to be maintained with insurance providers.
12. Company will strive to provide the highest collection rate in the emergency services cost recovery industry.
13. Company will provide and/or allow access to the newest technology and applications to insure the most efficient workflow and processes.

REPORTS

1. Company will provide detailed and summary reports (automatically and electronically) 24/7 from any internet-connected computer.
2. Company will provide a web-based portal to Client's fire department staff to access and view the status of all relevant reports or files, all updated in real-time (access to certain information is based on the end-user's security level as determined by Client's fire department).
3. Company will provide Client's fire department with a report on all claims and disputes.

MISCELLANEOUS

1. Company will provide a primary and a secondary contact for daily operational inquiries and notify, in writing, Client's fire department of any contact changes.
2. Company will provide on-line electronic file lookup and will be able to accept information from Client's fire department via email, fax, or in an electronic format.
3. Company will provide a custom form for Client's fire department to utilize in order to collect the data needed for proper bill processing, as stated per Client's cost recovery Order.

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4. Company will ensure that daily backups are stored in a secure, safe location.
5. Depending upon the request, Company is willing to attempt to modify its cost recovery methodology to the extent that it conforms to Client's fire department's philosophy of interaction with citizens.
6. Company will pursue claims in accordance with Federal and Mississippi State Law.

Exhibit A "Mitigation Rates" begins on the following page.

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**EXHIBIT A
MITIGATION RATES
BASED ON PER HOUR FEE STRUCTURE**

The mitigation rates listed below shall be directly incorporated into the City's Cost Recovery Order.

These mitigation rates are average "billing levels" and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$602.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$687.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$838.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,811.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not

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bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$553.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$972.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

Level 2 - \$3,473.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center.

Level 3 - \$8,199.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery, and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on-scene time - each additional hour @ \$381.00 per HAZMAT team.

FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$354 plus \$68 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,110 plus \$68 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,747 plus \$68 per hour per rescue person, plus \$134 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

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BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$554 plus \$68 per hour, per rescue person. Additional rates of \$554 per hour per response vehicle and \$68 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$347 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$554 per hour.

Truck billed at \$693 per hour.

Miscellaneous equipment billed at \$416 per hour.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

End of Professional Services Agreement

*JFD – Fire Recovery USA – Professional Services Agreement – Cost Recovery
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Council Member Grizzell moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

Note: Council Member Stokes returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO PROCURE AND RENEW THE ADOBE ACROBAT PRO LICENSES FROM METRIX SOLUTIONS, LLC, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FORTY THOUSAND AND FOUR HUNDRED NINETY- ONE DOLLAR AND SIXTY CENTS.

WHEREAS, on February 24, 2024, the City of Jackson City Council will enter into an agreement to procure Adobe Licenses for \$40,491.60 for a period of one year, March 24, 2024, until March 24, 2025; and

WHEREAS, this software is used to include tools for graphic design, video editing, web design, document management, digital marking, photography, creative collaboration, and print publishing; and

WHEREAS, the Department of Information Technology obtained two quotes for AETouch Technology, and Metrix Solutions submitted the lowest and best quote in the amount of \$40,491.60; and

WHEREAS, Metrix Solutions, LLC's principal office is located at 190 East Capitol Street, Suite 175, Jackson, MS 39201, and the business is in good standing with the Secretary of State.

IT IS, THEREFORE, ORDERED that the Department of Information Technology recommends that the governing authorities authorize a payment in an amount of \$40,491.60 to Metrix Solutions, LLC to purchase Adobe Licenses.

Council Member Hartley moved adoption; Vice President Lee seconded.

President Banks recognized Muriel Reid, Director of Information Technology 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 and Lindsay.
- Nays – None.
- Abstention – Stokes.
- Absent – None.

ORDER AUTHORIZING THE MAYOR TO PROCURE PDQ DEPLOY AND INVENTORY SOFTWARE FROM METRIX SOLUTIONS, LLC, AND AUTHORIZING PAYMENT OF FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$4,500.00).

WHEREAS, on November 15, 2023, the City of Jackson City Council approved entering into a professional service agreement with Mertix Solutions for \$4,500.00 for one year, from May 11, 2024, until May 10, 2025; and

WHEREAS, Mertix Solutions provided additional services to various departments than originally planned with PDQ Deploy and Inventory that can automate patching, monitor and organize devices, update software, deploy custom scripts, and implement significant configuration changes for employees.; and

WHEREAS, development, maintenance, and design is a highly involved and specialized process that will require the input of industry professionals such as Mertix Solutions; and

WHEREAS, the benefits of the continuous use of Metrix Solutions for professional services have been analyzed, and amending the existing agreement is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to amend a professional services agreement with Mertix Solutions to assist in the City of Jackson's PDQ Deploy and Inventory being provided at a cost not to exceed \$4,500.00 for one year (1) years ending on May 10, 2025.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any documents necessary to effectuate this order.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING MICRO TECH SYSTEMS, INC.'S BID TO PROVIDE THIRTY-SIX (36) MONTHS OF MAINTENANCE AND REPAIRS TO THE CITY OF JACKSON'S TOWER NETWORK (BID NO. 93684-121932) AND AUTHORIZING THE MAYOR TO EXECUTE A CELLULAR TOWER SITE MAINTENANCE AGREEMENT WITH MICRO TECH SYSTEMS, INC.

WHEREAS, on December 19, 2023, the Department of Administration opened one bid to provide thirty-six (36) months of maintenance and repairs to the city of Jackson's tower network; and

WHEREAS, Micro Tech Systems, Inc., with its principal place of business at 364 Heritage Place Jackson, MS 39212, submitted the following bid:

Description	Total Price for One Year	Total Price for Two Years
Inspection of 30 City Towers	\$66,000.00	\$132,000.00
Pre-event- Safety Lighting Repair, Mark-Up, Per Requirement & Bulb to be used	\$8,280.00	\$16,560.00
Labor Cost & Bulb	20%	
Pre-event Fence Repair	\$40,000.00	\$80,000.00
Corrosion Control Inspection & Corrected, At Least One Week After Notified or Observed	\$30,000.00	\$60,000.00
Any Other Required Work So Noted	\$20,000.00	\$40,000.00
Total	\$164,280.00	\$328,560.00

WHEREAS, the Telecommunications Division recommends that the governing authority accepts Micro Tech Systems, Inc.'s bid as the lowest and best bid to provide thirty-six (36) months of maintenance and repairs to the city of Jackson's tower network; and

WHEREAS, Micro Tech Systems, Inc. is in good standing to do business in the state of Mississippi; and

WHEREAS, the Telecommunications Division recommends that the Mayor be authorized to execute a Cellular Tower Site Maintenance Agreement to ensure City-owned towers comply with the maintenance and safe operational standards set forth by the Federal Communications Commission, the Federal Aviation Administration, and the Occupational Safety and Health Administration; and

WHEREAS, the Telecommunications Division does not possess the technical expertise, specialized equipment, or extensive annual training required to maintain the network; and

WHEREAS, the Telecommunications Division recommends that the city enter into a thirty (36) month agreement unless terminated earlier under the provisions set forth herein. In addition,

at the option of the city, the agreement may be extended, upon the same terms and conditions set forth therein, for two (2) additional one (1) year terms, upon giving of thirty (30) days' notice to Micro Tech Systems, Inc.; and

WHEREAS, Micro Tech Systems, Inc. shall perform tower inspection and maintenance services on all city of Jackson communication towers referenced in Exhibit A. All water tank maintenance and inspections shall be limited to the cellular and communications-related equipment referenced in Exhibit B; and

WHEREAS, compensation for the work shall be based on the successful completion of the tasks referenced in the scope of services listed above and in Exhibit B. All compensation is based on a per-job, as needed basis, and within the confines of the quote supplied for the specific job named therein; and

WHEREAS, Section 66 of the Mississippi Constitution prohibits the city from paying for services before they are delivered or rendered based on the absence of statutory authority to allow for advance payment. Payment is based on the satisfactorily delivered or performed services. City shall pay to Contractor all Fees due hereunder based on the services set forth in Exhibit A and B, within thirty (30) days but no later than forty-five (45) days after receipt of invoice; and

WHEREAS, Mirco Tech Systems, Inc. shall indemnify and hold the city harmless for all damages for which insurance should have been provided pursuant to the agreement, irrespective of whether said insurance was actually obtained or whether the insurance obtained is insufficient in amount or coverage. Micro Tech Systems' indemnity obligations under this agreement shall not be restricted to amounts available under insurance, whether actually obtained or which should have been obtained, but shall extend to the fullest extent provided in the agreement; and

WHEREAS, in the event Micro Tech Systems, Inc., is in breach for non-performance of the contract work, the city may terminate the agreement upon giving fifteen (15) days written notice to Micro Tech Systems, Inc.; and

WHEREAS, a copy of the proposed agreement is attached and made a part of the minutes.

IT IS, THEREFORE, ORDERED that the bid of Micro Tech Systems, Inc. for thirty-six (36) months of maintenance and repairs to the city of Jackson's tower network is accepted as the lowest and best bid for the services mentioned above at a cost not to exceed \$164,280.00 per year.

IT IS FURTHER ORDERED, that the Mayor is authorized to execute a Cellular Tower Site Maintenance Agreement with Micro Tech Systems, Inc. for the maintenance of the city of Jackson, and the Telecommunications Division is authorized to make payments to Micro Tech Systems, Inc. as set forth in this Order.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

This agreement is entered into this the _____ day of _____, 2024, by and between the City of Jackson, Mississippi, a Mississippi municipal corporation, hereafter called ("City"), and Micro Tech Systems Inc., hereafter called ("Contractor"), qualified to do business in Mississippi.

Whereas, the City of Jackson owns twenty-eight (28) communications towers and two (2) water tanks, (hereinafter, "Sites") that provide, amongst other things, cellular communications services to its constituents; and

Whereas, the Contractor is certified to perform inspection and maintenance services to the thirteen (13) lighted City communications towers to ensure the towers are FCC/FAA compliant; and

Whereas, the Contractor also is licensed to provide inspection and maintenance services for the remaining fifteen (15) towers and 2 water tank towers.

Now, therefore, in consideration of the mutual covenants and benefits to each other, the parties hereto agree as follows:

1. Term

The term of this contract shall begin on _____, 2024 and expire _____, 2027, unless terminated earlier under the provisions set forth herein. In addition thereto, at the option of the City, the Agreement may be extended, upon the same terms and conditions set forth therein, for two (2) additional one (1) year terms, upon giving of thirty (30) days' notice by the City to the Contractor.

2. Scope of Services

The Contractor shall perform tower inspection and maintenance services on all City of Jackson communication towers referenced in Exhibit A.

All water tank maintenance and inspections shall be limited to the cellular and communications related equipment referenced in Exhibit B.

The scope of maintenance and inspection services is outlined in Exhibit B of this document. Amongst other things, the Contractor shall complete all Obstruction Marking and Lighting inspection and maintenance services, including but not limited to, troubleshooting, associated parts replacement, and repairs to eliminate light outages, to each of the City of Jackson sites, and to ensure said towers are kept within FCC/FAA compliance in accordance with ADVISORY CIRCULAR – AC 70/7460 – 1K Obstruction Marking and Lighting and FAA/FCC –ADVISORY CIRCULAR -AC 150/5345-43E conforming to the most recent revision as published by the U. S. Department of Transportation, Federal Aviation Administration.

3. Compensation

The Contractor is to ensure the Sites are FCC/FAA Compliant. Compensation for the work shall be based on the successful completion of the tasks referenced in the scope of services listed above and in Exhibit B. All compensation is based on a per job, as needed basis, and within the confines of the quote supplied for the specific job named therein. Specifically, the cost of the services referenced in subsection 2 shall not exceed an annual cost of one hundred sixty-four thousand two hundred eighty dollars and no cents (\$164,280.00) unless prior approval is received from the City. Section 66 of the Mississippi Constitution prohibits the City from paying for services before they are delivered or rendered based on the absence of statutory authority to allow for advance payment. Payment will be based on

the satisfactorily delivered or performed services. City shall pay to Contractor all Fees due hereunder based on the services set forth in Exhibit A and B, within thirty (30) days but no later than ^{sp} ~~forty-five~~ (45) days after receipt of Contractor invoice. Unless otherwise instructed by City in writing, Contractor shall send all invoices electronically to the email address specified below:

Lillie White, lilliew@jacksonms.gov

Dr. Muriel Reid, mreid@jacksonms.gov

4. Insurance

Contractor shall maintain, at its own expense, insurance coverage for itself, its employees and representatives in the amounts specified below:

- Commercial general liability insurance of not less than one million dollars (\$1,000,000.00) for each occurrence for bodily injury and property damage.
- Statutory worker's compensation coverage with employer liability limits in accordance with state law.
- Property insurance on all equipment used in connection with the Work in an amount not less than full insurable value.

All insurance policies required under this Agreement shall be issued by an insurance company or companies reasonably acceptable to the City and licensed to do business in the State of Mississippi.

The policies shall contain a waiver of subrogation in favor of the City, and shall be written on an occurrence basis. Contractor shall name City as an additional insured on all policies and coverage. No policy of insurance may be canceled, modified or reduced during the performance of the terms of the contract.

Contractor shall be responsible for all deductibles and for any inadequacy or absence of coverage.

The Contractor shall have no claim or other recourse against the City for any costs or loss attributable to such deductibles or to coverage limitations, exclusions, or unavailability, all of which shall be borne solely by Contractor.

At the time of the execution of this Agreement, Contractor shall deliver to the City, a Certificate or Certificates of Insurance, certifying the types and amounts of coverage, certifying that said insurance is in force before Contractor commences the Work, certifying that Contractor's insurance applies to the services required under this agreement, and to all activities and liability of Contractor pursuant to this Agreement, and certifying that the City is a named additional insured on Contractor's policies of insurance by endorsement as required herein.

5. Non-Discrimination

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by and/or pursuant to the Title, to the end that, in accordance with Title VI of the Act and regulations, no person in the United States shall, on the grounds of race, color, age, sex, handicap, or national origin, be excluded from employment by the Contractor or otherwise be subject to the discrimination as a result of any activity related to this Agreement.

6. Independent Contractor

Contractor shall at all times and for all purposes be regarded as an independent contractor and shall at no time act as an agent for the City. Nothing contained in this Agreement shall be deemed or construed by the City, Contractor, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationships between the City and Contractor.

7. Indemnification

Contractor shall indemnify and hold harmless the City for all damages for which insurance should have been provided pursuant to this Agreement, irrespective of whether said insurance was actually obtained or whether insurance obtained is insufficient in amount or coverage. Contractor's indemnity obligations under this Agreement shall not be restricted to amounts available under insurance, whether actually obtained or which should have been obtained, but shall extend to the fullest extent provided in this Agreement.

8. Termination

In the event the Contractor is in breach for non-performance of the Contract Work, the City may terminate the Agreement upon giving fifteen (15) days written notice to the Contractor.

9. Compliance with Laws

The Contractor shall observe and comply at all times with Federal, State, and local laws, and City ordinances and regulations, which in any manner affect the Contract Work. Furthermore, it shall procure all permits and licenses, pay all changes and fees, and give all notices, if any, necessary in the performance of the Contract Work.

10. Assignment and Subcontracting

The Contractor shall not transfer or assign its rights or obligations hereunder. The Contractor may hire subcontractors in the performance of the Contract Work, but the Contractor remains responsible for full compliance with the terms of this Agreement.

11. Modification.

This Agreement comprises the entire Agreement between the City and the Contractor, and may only be altered by a written agreement by both Parties.

12. Prior Agreements

This Agreement supersedes any prior correspondence and/or written agreement between the City and the Contractor.

13. Governing Law

This Agreement and the rights and obligations of the City and Contractor hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law. Any claim, counterclaim, cross claim, or other adjudication of the rights of the parties hereunder shall only be brought in the state or federal courts of Jackson, Mississippi.

14. Taxes

Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

15. Approval by the Jackson City Council

It is understood that this Agreement requires approval by the Jackson City Council and the Mayor, the governing authority of the City of Jackson ("Governing Authority"), and if this Agreement is not approved by the Governing Authority, this Agreement is void and no payment shall be made hereunder.

16. Availability of Funds.

It is expressly understood and agreed that the obligation of Contractor and the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the Governing Authority and the receipt of funds for use by Customer. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Governing Authority to provide funds or to appropriate funds,

or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson ("City"), the City and Contractor shall have the right upon ten (10) working days written notice to Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City or Contractor of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

17. Public Records.

This Agreement, including any exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.

18. Waiver and Modification.

Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

19. Severability.

If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

20. Authority to Bind.

Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

CITY OF JACKSON, MISSISSIPPI

BY:

Mayor Chokwe Antar Lumumba
City of Jackson, Mississippi

DATE

WITNESS:

AS CONTRACTOR:

DATE

Exhibit A

List of Tower Sites

FLOOD PLANE	SITE #	SITE NAME	ADDRESS	ZIP CODE	TOWER	LATITUDE	LONGITUDE	HEIGHT	HEIGHT	HEIGHT	POW ABN	BLT BY
	SITE 1	WIS1	2521 Leach	39204	Self Supp	33° 11' 43.3"	90° 14' 44.9"	200'	17.22	200'	100000	Verizon
	SITE 2	RIVERBEND	1530 Riverbend Dr.	39202	Self Supp	33° 12' 22.4"	90° 09' 24.8"	200'	15.28	200'	100000	Century Tel
	SITE 3	P.S.	333 E. Parklawn	39203	Self Supp	33° 11' 43.2"	90° 12' 24.4"	200'	17.22	200'	100000	Century Tel
FP	SITE 4	P.S. 7	1104 W. Woodville Dr.	39201	Self Supp	33° 11' 27.8"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
	SITE 6	P.S. 10	2437 McAndrew Rd	39204	Self Supp	33° 12' 17.2"	90° 12' 11.2"	200'	16.11	200'	100000	Century Tel
	SITE 6	P.S. 10	1842 Canton Main	39211	Self Supp	33° 22' 2.8"	90° 08' 59.2"	200'	16.11	200'	100000	Century Tel
	SITE 7	P.S. 18	2600 Woodmont Rd.	39211	Self Supp	33° 22' 2.8"	90° 08' 59.2"	200'	16.11	200'	100000	Century Tel
	SITE 8	P.S. 24	2043 Woodlawn Dr.	39202	Self Supp	33° 22' 2.8"	90° 11' 59.2"	200'	16.11	200'	100000	Century Tel
	SITE 9	P.S. 24	1522 Leaphone Dr.	39211	Self Supp	33° 12' 28.2"	90° 12' 14.2"	200'	16.11	200'	100000	Century Tel
	SITE 10	P.S. 24	2641 Woodmont Rd.	39211	Self Supp	33° 22' 2.8"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
	SITE 11	P.S. 24	1748 Woodlawn Rd.	39202	Self Supp	33° 12' 52.4"	90° 09' 24.8"	200'	16.11	200'	100000	Century Tel
FP	SITE 12	MARTIN LUTHER KING JR	843 Martin St.	39201	Self Supp	33° 12' 52.4"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 13	LAURENCE	1811 W. Woodville Dr.	39211	Self Supp	33° 11' 27.8"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 14	MANHATTAN	1179 Manhatta Rd.	39209	Self Supp	33° 22' 2.8"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 15	PLUMMER	2146 Plummer Rd.	39212	Self Supp	33° 12' 52.4"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 16	WYOMING	1702 E. East Blvd.	39212	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 17	NEW RIVER	2821 E. East Blvd.	39212	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
	SITE 18	P.S. 11	2600 Ferry Rd.	39212	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
	SITE 19	P.S. 23	2641 Woodmont Rd.	39211	Self Supp	33° 22' 2.8"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
	SITE 20	LAURENCE	2011 North St.	39201	Self Supp	33° 12' 52.4"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 21	COOPER RICH	721 Cooper Rd.	39213	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 22	P.S. 1	2002 E. East Blvd.	39212	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 23	MOLINA AVENUE	2016 Molina Ave.	39213	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 24	LAURENCE COURT	1101 Launce Court	39213	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 25	HEARST ROAD	224 Hearst Road	39204	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 26	WATER GYM	201 Water Gym Dr.	39204	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
FP	SITE 27	HAYTHAM ROAD	1147 Haytham Rd.	39204	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
	SITE 28	WYOMING	2641 Woodmont Rd.	39211	Self Supp	33° 22' 2.8"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
	SITE 29	WYOMING	1401 Woodmont Rd.	39211	Self Supp	33° 22' 2.8"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel
	SITE 30	ELABE ST. WY	1876 Elabe St.	39204	Self Supp	33° 12' 28.2"	90° 12' 21.2"	200'	16.11	200'	100000	Century Tel

Exhibit B

Scope of Services

1. Annual

1.1 The City of Jackson owns thirty (30) tower structures. There are sixteen (16) Self Support towers, eleven (11) Mono Pole towers and one (1) Guyed tower. Of the thirty (30) tower structures, thirteen (13) are lighted towers referenced under a column titled "LIGHTED" within the City's tower structure document "Exhibit A".

1.2 Two (2) City of Jackson Water Tanks also are utilized as a "Tower Structure." These structures are noted as Water Tanks (WT) documented in "Exhibit A".

1.3 The City may, at its sole discretion, acquire additional towers similar to the types referenced above. These additional structures should be included in this contract with the same quoted pricing and the City of Jackson will adjust payments to cover inclusion of the additional Tower Structures or Water Tanks.

1.4 The Contractor shall understand that pre-existing maintenance needs, incomplete or unresolved issues, oversights, pending, outdated or necessities not specifically listed in this document are considered inclusive under this scope of services and must be accepted as part of the work required.

1.5 City of Jackson Water Tanks may have Cellular Equipment mounted during the contractual period and such structures shall be included in the inventory as the structures come on line.

1.6 The Contractor shall complete one (1) inspection of all structures within a two (2) year period. Specifically, each year the Contractor should conduct inspections on half of the total number of City of Jackson Mississippi's operational tower systems, including any water tanks with cellular equipment installed.

1.7 The City of Jackson conforms to the EIA-TIA-222G code for all tower sites with the exception of Site 1 Lynch Street where the EIA-TIA-222F code is utilized. Contractor may be required to adhere to new codes should revisions be enacted or otherwise changed.

1.8 With respect to the Water Tanks, in the absence of any relevant government standards, applicable BOCA and NEC Codes as well as, EIA, TIA and AWWA, standards will apply.

2. Inspections of Water Tanks, Self Support Towers and Mono Pole Towers

2.1 There are different inspection requirements for each group of City owned towers. The contractor shall be familiar with the various types of tower inspection requirements

and shall inspect each tower according to the specific inspection requirements. All inspections shall include, but are not limited to, inspection of the following:

- 2.1.1 Mast integrity;
- 2.1.2 Correct bolt torque;
- 2.1.3 Joints;
- 2.1.4 Shafts;
- 2.1.5 Cross members;
- 2.1.6 Diagonals;
- 2.1.7 Star mounts;
- 2.1.8 Lightning rods;
- 2.1.9 Ice bridges;
- 2.1.10 Cable ladders;
- 2.1.11 Flexible Fall Protection Cable Safety System;
- 2.1.12 Any other component not specifically listed but directly pertaining to a water tank, self-support or mono pole towers structural integrity.

2.3 The contractor shall ensure that a ratio of thirty (30) percent of components attached by nut, bolt, lock washer and flat washer in any combination shall be checked for correct tension. Should any noticeable fault, flaw, defect or deficiency be found the problem should be corrected immediately and noted in the inspection report, unless it is equipment belonging to a tenant.

2.4 The contractor shall ensure that all systems and/or devices manufactured to support coax, power cable, hybrid cable, fiber optic cable or any other such cabling method designed to attach to a tower of all types, or water tank and foundations, shall be inspected in its entirety for each tenant.

2.5 The contractor shall ensure that the inclusive grounding infrastructure is tested by measuring grounding integrity and resistance (Meggar/Meg Tests), and report all resistance levels up to and above five (5) ohms.

2.6 The contractor shall ensure that Meggar Test results are accompanied by photographic proof of placement of ground probes radiating from the tower structure tested to insure correct procedures are employed.

2.7 The contractor shall ensure that every inspection includes all safety equipment, such as climbing ladders or climbing pegs, fall protection cable, climbing break (shuttle), etc.

2.8 The contractor shall ensure that all devices designed to prevent unauthorized access (climbing) of any tank or towers are inspected for correct installation, and proper function.

2.9 The contractor shall ensure that corrosion, rust, chipping, scrapes or any compromise of the protective galvanization or painted coating in any form associated with any component of a tower or water tank structures parts or pieces is to be cleaned and, or

preserved such as to restore the original protective surface treatment to maintain its weather tight integrity.

2.10 The contractor shall ensure that all Water Tank protective coating failures which cause structure components to be exposed to the elements shall be brought to the attention of the Telecommunications Manager prior to making any repairs. This is done to make sure the Water Department has the opportunity to inspect the damage and suggest corrections. Current paint color is TNEMAC White.

3. Guy Towers

3.1 Inspection of Guy Towers shall include full inspection of all guy wires. Particular attention should be given to proper cable tension and plumb for correct alignment of the tower shaft (sections).

3.2 The contractor shall ensure that all Guy Tower inspections include, but are not limited to, general condition of all bushings, couplings, safety equipment, and any other component not specifically listed but directly pertaining to the Guy Towers' structural integrity. Particular attention should be paid to potential corrosion of the anchor shaft attachment points below grade, measuring grounding integrity and resistance (Meggar/Meg Tests), etc.

3.3 The contractor shall ensure that the inspection report includes all resistance levels up to and above five (5) ohms.

3.4 The contractor shall ensure that the Meggar Tests have accompanying photographic proof of placement of ground probes radiating from the tower structure tested to insure correct procedures are employed.

4. Inspection Standards

4.1 The contractor shall ensure that the inspection of each tower type and water tank includes all antennas, lines (coax, power cable, hybrid cable and fiber optic cable), boom mounts, dishes, grids, ice bridges, cable supports (appurtenances) and any other component not specifically listed but directly pertaining to the structural integrity of the entire structure.

4.2 The contractor shall ensure that the inspection of each tower type and water tank includes the inspection of all lighting systems, day white, night red and or combination systems containing both colors including, incandescent beacons, strobe fixtures and strobe tubes sidelights, lighting fixtures, LED top lights and side markers, control cables, junction boxes, power supplies and control boxes and any other component not specifically listed but directly pertaining to the tower light marking system.

4.3 The contractor shall ensure each inspection includes a "Tape Drop" measurement of all appurtenances, including, but not limited to lightning rods, lighting fixtures,

antennae. The contractor also will ensure that the provided measurements list all top, mid and low points of each appurtenance. Electronic laser or range finder devices are acceptable with certifiable tolerances of less than 1(one) foot in 300 (three hundred) feet.

4.4 The contractor shall provide verifiable proof in writing of electronic laser or range finder devices certifiable tolerances with each report.

4.5 The contractor shall ensure that inspections of any and all other items which insure compliance with federal regulatory standards relating to tower maintenance, safety and operation, are completed.

4.6 The contractor shall provide an individual report of the annual inspection for each structure within thirty (30) days of inspection completion.

4.7 The contractor shall include color photographic proof of work done with specific attention to any issue, discoveries, findings, damage or concerns utilizing this method of documentation.

4.8 The contractor shall ensure that reports are published for each site inspected. All reports must have the contract requirements in writing.

4.9 The contractor shall ensure that photographs are included as supporting documentation with the inspection reports. It should be noted that photographs are not a substitute for a comprehensive written report.

4.10 The contractor shall provide compliance certification for itself and each subcontractors, if utilized, working in, on, or around towers, as required by federal regulatory standards.

4.11 Each provision in this segment shall be addressed and complied with at all times during the life of this agreement. Corrective measures shall not be based on an arbitrary decision, judgment, and conclusion or choosing of the contractor.

5. Safety Lighting

5.1 The contractor shall provide inspection and repair or replacement of all AM (day) or PM (night) White and AM (day) or PM (night) Red, or AM (day) and PM (night) combined Lighting Systems failures. Specifically, this list includes but is not limited to the following:

- 5.1.1 Beacons;
- 5.1.2 Strobes, Strobe Tubes;
- 5.1.3 Sidelights;
- 5.1.4 Lighting fixtures and internal components;
- 5.1.5 LED top beacon or side markers, and internal components;
- 5.1.6 Control cables;
- 5.1.7 Electrical junction boxes;

5.1.8 Power supplies and control boxes;

5.1.9 Other part or piece not named herein but pertaining to the functionality of an Obstruction Lighting Equipment system.

6. Fencing

6.1 The contractor shall inspect and repair all fencing, including but not limited to, the following:

- 6.1.1 Chain Link (fabric);
- 6.1.2 Wood;
- 6.1.3 Concrete;
- 6.1.4 Barbwire;
- 6.1.5 Any preexisting method for boundary protection, sub fence (fence inside a fence) structure or cross fencing of property for a tower compound or water tank enclosure and anchor yard fence enclosures specific to guy tower as required shall be the responsibility of the contractor.

6.2 The contractor shall make all fence repairs, including but not limited to:

- 6.2.1 Post;
- 6.2.2 Top rails;
- 6.2.3 Chain Link fence fabric;
- 6.2.4 Aluminum wire fabric ties;
- 6.2.5 Chain link fabric;
- 6.2.6 Attaching ties;
- 6.2.7 Barbed wire;
- 6.2.8 All construction and supporting fixtures for gates, gate fork latch grounding, chains and locks, brace rail pipe, truss rods and truss rod adjuster, bottom tension wire and clips, fabric ties, loop caps, top rails, line post, end post, terminal post caps, terminal post, line post and cap, male post hinge, female gate hinge, brace band, rail end, 3 strand barb wire top and barb wire arms and corner barb arms, wooden post, wooden rails, wooden pickets, nails, screws, brackets, kick boards, clap boards, trim boards, steel gates (open faced, screened or covered in steel sheet), privacy screens, privacy screen plastic inserts/slats, steel post, steel corner post and any other component not specifically listed but directly pertaining to a fence system and the structural integrity.

6.3 The contractor shall ensure that all galvanized parts and hardware including bottom tension wire clips are used when repairing chain link fencing.

6.4 The contractor shall ensure that all fencing is inspected and tightened as needed.

6.5 The contractor shall ensure that all inspections and repairs to gates include inspections of the hinges, hinge attachment hardware and security hardware on single or double swing gates for locking.

6.6 The contractor shall square all gates to mounting post to insure minimum gaps between each part of the system, easy operation to include no drag at hinge, mid-point or outer ends on double swing gates and opposing hinge side on single gates or any other applicable situation.

6.7 The contractor shall ensure that all gates are grounded with flexible copper wire are inspected, repaired and replaced as needed.

6.8 The contractor shall ensure that all wooden and concrete fence repairs shall encompass all related component material and attachment hardware, including paint or preservatives, to match existing protective coating systems or texture and color.

7. Automated Gate

7.1 An automated gate system is installed at the 2320 Riverside Drive, Site 2 tower location.

7.2 This system includes multiple remote key pads and operational switches located throughout the facility.

7.3 The system is equipped with dual AC (alternating current) electronic controlled motors with associated components, and two (2) chain driven track mounted gates.

7.4 The system also utilizes an RF (radio frequency) controlled system for operation of this gate.

7.5 Individually issued RF Remotes repair or replacements are included in the scope of maintenance for the automated gate system and the contractor shall ensure that they are in proper working conditions at all times.

7.6 Contractor also shall be responsible for custom grounding protection, maintaining an infrastructure and preventative lightning detection system, monitoring electrical cabling and associated conduits supplying voltage to the system, monitoring and repairing AC breakers, steel pipe, chain link fabric, barb wire, track rollers, chains, gears, sprockets, and any other component not specifically named that directly or indirectly affects the systems operational ability.

7.7 JAMES W. TURNER & CO., INC. D/B/A GATEKEEPERS, INC. shall be used for all servicing, maintenance and financial responsibilities of the turnkey system.

7.8 Contractor shall be responsible for insuring 24/7/365 operational effectiveness of this entry system as the City is obligated by contract to insure ingress and egress and

protection of this facility by its lessee to be able to maintain their respective services within the compound.

7.9 Response time to diagnose a reported malfunction due to vandalism, accidents, acts of God or any situation rendering the system inoperable shall be Twenty Four (24) hours from the time a failure is reported.

7.10 Contractor shall have Seventy Two (72) hours to complete repairs to the Turnkey system unless GATEKEEPERS reports a delay in parts acquisition.

7.11 Any delay outside stated response times shall be reported to the Telecommunications Manager immediately upon discovery. The response shall consist of a written explanation for the delay.

7.12 The contractor shall be financially responsible for all payments related to the repairs.

7A. Conventional Gate Security

7A.1 The contractor shall purchase, install, maintain and repair sharelox, multiple padlock access solution security system when so ordered by Telecommunications.

7A.2 The contractor shall be responsible for insuring 24/7/365 operational effectiveness of this entry system as the City is obligated by contract to insure ingress and egress and protection of all tower facilities by its lessee to be able to maintain their respective services within the individual compounds.

7A.3 The contractor shall install each Sharelox Multiple Padlock Access Solution security system in accordance with manufacturers suggest practices.

8. Erosion control

8.1 The contractor shall provide erosion control, which includes but is not limited to the following:

8.1.1 Hill sides;

8.1.2 Ditches;

8.1.3 Rocked compounds or any land feature deemed by Telecommunications as part of a tower site.

8.2 The City of Jackson Telecommunications Division shall inform the contractor of items or areas "in need of repair." It is the responsibility of the contractor to correct those items and areas as directed.

9. Road Work

9.1 The contractor shall be responsible for ensuring that all roadways, or any other surface installed, that lead to any tower or water tank site is in good working order. This work shall include grading, elevating road surface if needed, drainage culvert installation or repair of said roadways and surfaces. The types of roadway and/or surfaces include the following:

- 9.1.1 Limestone
- 9.1.2 Gravel
- 9.1.3 Asphalt
- 9.1.4 Concrete

9.2 The contractor shall be responsible for filling potholes or washouts, adding new limestone, gravel, asphalt, concrete or any other surface if deemed necessary by the Telecommunication Division.

9.3 The contractor shall be responsible for erecting end walls to establish and or anchor a drainage culvert and or to prevent a blow out of a culvert or as required to secure a culvert and or prevent erosion anywhere along a road surface as well as at either end of a culvert as needed or deemed necessary by Telecommunications.

9.4 The contractor shall be responsible for maintaining culverts as required. Per the City of Jackson's ordinances these culverts must be made of round corrugated steel, plastic or concrete oval diameter designs. All restrictions at either end of a culvert shall be cleared to insure free flow of water at all times.

9.5 Per the City of Jackson's ordinances all culverts installed by the contractor shall be a minimum of eighteen (18) inches or larger as required.

9.6 Maintenance of ditches associated with any portion of a tower compound shall be the responsibility of the contractor.

9.7 Wash out, silting, or any resultant compromise of the original ditch design shall be corrected to the original flow specifications.

10. Vegetation

10.1 The contractor shall maintain all established ornamental vegetation that is currently surrounding City of Jackson towers and water tower as identified in Exhibit C. Said vegetation shall be considered a part of the "Tower Compound" and can include but is not limited to a visual screening, boundary marking, vehicle obstructing, beautification or any other usage prescribed by the Telecommunications Division.

10.2 The contractor shall be responsible for pruning and replacing dead, missing, underdeveloped or stolen shrubbery, hedges, bushes or any other type of established ornamental vegetation.

10.3 The contractor shall be responsible for the removal of unwanted weeds or wild vegetation that has begun to grow into and around established vegetation boundaries. The unwanted weeds or wild vegetation shall be removed by extraction, including the root system of the offending vegetation without harming established ornamental vegetation.

10.4 Situations where it is determined that new or additional approved vegetation is required shall be deemed as part of this contract. A list of approved vegetation is provided below. This is not an exhaustive list.

- 10.4.1 Elaeagnus
- 10.4.2 Nellie R. Stevens' Holly;
- 10.4.3 Photinia. This species is the preferred plant approved by the Telecommunications Division.

10.5 The contractor shall ensure that the nursery selected to provide vegetation warranties the vegetation at no additional cost to the City of Jackson.

10.6 In cases where another species has been planted, contractor shall match with new plantings of established vegetation.

10.7 Protocol for the planting of new vegetation shall include a minimum of sixty (60) day after care to insure vibrant establishment and permanent health of individual plants.

10.8 The planting of each ornamental plant shall be in accordance with the instructions provided by the nursery (supplier).

10.9 It is the responsibility of the contractor to insure that should a plant fail to live during the sixty (60) after care period, it shall be replaced.

10.10 Some situations may become evident where vegetation used as a barrier to stop vehicular traffic no longer works. The Contractor shall be responsible to install bollards to prevent this type of intrusion/trespassing.

11. Trees, Vines or Nuisance Vegetation

11.1 All trees immediately adjacent to or within a ninety (90) foot radius of any portion of a tower sites furthest edge (five (5) feet beyond the fence) shall be deemed as part of the tower compound as reflected in "Exhibit C". This includes, but is not limited to, the following items:

- 11.1.1 Rotten limbs
- 11.1.2 Dying or dead trees
- 11.1.3 Leaves or any part of a tree or vines and any other vegetation (weeds) deemed by the Telecommunications Division threatening to, or subject to, create potential damage to any portion of a tower site are the responsibility of the contractor to remove.

trim or otherwise correct such that any danger, hazard or risk of damage to a tower site is negated and/or removed and be completed to the satisfaction of Telecommunications.

11.2 The contractor shall immediately report to the City of Jackson's Telecommunications Division, any tree that is threatening the tower site.

12. Vandalism

12.1 The contractor is responsible for repair of all tower site damage due to theft and destruction. This shall include but is not limited to, grounding wire, security gates and associated parts of fences and all related parts damaged and all other destruction as related to the infrastructure under ownership and management by the City of Jackson.

12.2 The contractor shall not be responsible for individual tenant's equipment, grounding, conduit or other property owned by Lessee unless specified by Telecommunications as necessary to be repaired. This determination to repair certain Lessee equipment shall be made by Telecommunications on site at the time repairs are made.

12.3 The contractor shall diagnose a reported site breach where fence, gate, and lock damage has occurred. This shall include system grounding and copper thefts and all associated parts damaged and other destruction as related to the infrastructure under ownership and management by the City of Jackson.

12.4 The contractor shall complete repairs within seventy-two (72) hours of discovery.

13. Commercial Power

13.1 Should Commercial Power be interrupted due to theft as described in "Section 12 Vandalism", the contractor shall be responsible for immediate repairs to City of Jackson property only. The extent of responsibility is understood to include all infrastructures from the commercial power provider demarcation point to the multi-meter base for each tower. Under normal circumstances this is indicated by the edge of Right of Way or where the final transformer is mounted on a utility pole line. It shall be noted that some tower sites are constructed such that this may differ. Telecommunications will assist the contractor to identify these unique situations.

13.2 Please note that Multi-Meter base units and certain H-frames are considered property of the City of Jackson. Telecommunications will assist the contractor to identify these unique situations.

13.3 Please note that the City of Jackson is not an end user of all or some of this commercial power at most sites. Accordingly, the individual tenant(s) will be responsible for restoration of their damaged or stolen infrastructure. Generally, but not in all cases, single meter bases will be the responsibility of the end user and not the City of Jackson. Telecommunications will assist the contractor to identify these unique situations.

14. Area Lighting

14.1 This subsystem of a tower compound is defined as lighting fixtures.

14.1.1 Street light type fixture to include the housing/fixture/instrument, brackets & hardware, lens, protective glass, lamp/bulb, wiring, conduit, photo cell, breaker panel, H-frame or mounting pole and any other device related to the functioning of the system and utility pole(s) installed for the purpose of mounting said lighting components.

14.2 System may consist of a combination of all components listed above including the following:

14.2.1 Tower leg or Mono Pole Shaft used as a mounting point to deploy said light fixture(s).

14.3 Contractor is responsible to maintain each tower sites Area Lighting system.

14.4 Should any question arise, as to the rules and requirements that shall be followed, to maintain this system, the contractor shall seek clarity from the Telecommunications Division regarding what is considered a part of the system.

14.5 This subsystem is an anti-crime deterrent, anti-trip hazard preventer and overall health, safety and welfare enhancement for all personnel visiting or working at a tower site during night hour operations.

14.6 It is paramount that the contractor understands any and all problems, outages or situations of disrepair shall be restored within 24 hours of reported fault, damages, destruction or any circumstance causing a non functioning status.

15. Professional Standards, Qualifications, Ratings and Training

15.1 The Contractor must possess current and valid certifications showing they and their employees, sub-contractors and any and all other associated personnel, are qualified to maintain the City of Jackson's tower system.

15.2 The primary contractor shall supply photocopies of employee's certifications stating successful completion of all training programs and requirements as issued by the applicable regulating organization. Photo copies of said documentation must be given to the City of Jackson and made part of the City's permanent files at the start of the contract period. The contractor shall keep this file current at all times during the contract period.

15.3 All work must adhere to the following organizations standards as they apply to job specific requirements:

- 15.3.1 NFPA National Fire Protection Association
- 15.3.2 NEC National Electrical Code
- 15.3.3 EIA Electronic Industries Association
- 15.3.4 ANSI American National Standards Institute
- 15.3.5 FCC Federal Communications Commission
- 15.3.6 FAA Federal Aviation Administration
- 15.3.7 NATE National Association of Tower Erectors
- 15.3.8 OSHA Occupational Safety and Health Administration

15.4 Furthermore the primary contractor shall provide valid in force proof for themselves, their employees and sub-contractors with regards to the following training;

15.4.1 State of Mississippi and National Safety Council Defensive Driving Training

15.4.2 Fall Protection Training

15.4.3 RF / EME Radiation Awareness Training

15.4.4 Competent Climber Certification

15.4.5 Tower Rescue Training

15.4.6 Proper Rigging, Hoist and Gin Pole Training

15.4.7 Ten (10) Hour and Thirty (30) Hour OSHA Training

15.4.8 First Aid and CPR Training

15.4.9 Flash Technologies Certification for Medium and High Intensity systems

15.4.10 Obstruction Lighting Equipment, for – Incandescent, Strobe and LED Devices in accordance with FAA/FCC –ADVISORY CIRCULAR -AC 150/5345-43E and ADVISORY CIRCULAR AC 70/7460-1K or the most current or updated versions of these circulars when issued by these agencies.

16. Quarterly Logs

16.1 Contractor shall provide detailed written documentation of all work and tasks performed related to the tower systems maintenance standards listed above.

16.2 The detailed log shall include an itemized list of part(s) utilized, number of tasks completed, cost per unit(s) installed and labor cost.

16.3 Contractor also shall provide a quarterly log which shall support all invoicing by reporting pending or completed jobs, listing supplies used and actions taken, noting time and date of work as part of the written log.

16.4 Color photographs of work shall be provided during all stages of a project as proof of proper procedural usage and to show work completed as required.

17. Work Performance

17.1 Contractor shall contact the Telecommunications Division upon completion of all task or job(s). All work shall be inspected by the Telecommunications Division within seventy two (72) hours of disclosure.

17.2 Any completed assignment found to be unsatisfactory by Telecommunications or failure to be in compliance with outlined protocol shall be disclosed to the Contractor when discovered.

17.3 Upon notification of fault(s) by Telecommunication to the Contractor, all deficiencies shall be correct immediately at Contractors own expense under the contractual term of payment.

18. Point of Contact

18.1 Contractor shall maintain a place of business with appropriate mailing address, telephone number (cellular or hard line) and email address, verifiable by the Telecommunications Division.

18.2 Contractor shall respond within twenty-four (24) hours of being contacted by the Telecommunications Division.

19. Insurance

19.1 The contractor must maintain the following insurance policies:

19.1.2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance in accordance with Section 31-5-51 of the Mississippi Code Annotated 1972 as amended. Said policy should have at minimum at least One Million (\$1,000,000.00) Dollars General Liability Insurance.

19.1.3. Comprehensive Automobile Liability Insurance covering owned, non-owned, or hired vehicles.

19.1.4 Workers Compensation coverage in accordance with the statutory requirements and limits of the State of Mississippi.

19.2 If subcontractors are utilized, the Provider shall require the subcontractor to carry insurance of the same kinds and amounts, which insure the integrity of the project.

19.3 All such policies shall be written by insurance companies licensed to transact business in Mississippi. The City of Jackson reserves the right to approve the selected insurance carrier. The insurance provision shall contain a provision that coverage afforded under the policy shall not be cancelled, allowed to expire or amended without thirty (30) days written notice to the City.

19.4 The Provider shall submit to the City an "Insurance Verification Certificate" within ten (10) days from the date of receipt of the notice of acceptance, evidencing that Provider and all subcontractors have obtained the required insurance coverage.

19.5 Such certificates shall clearly indicate the types and amounts of insurance, class of operations covered, effective dates and dates of expiration of policies.

20. Quotes and Invoicing

20.1 Prior to the start of any work the Contractor shall submit a detailed Quote (labeled QUOTE) on company letterhead.

20.2 The quote must be signed upon submittal or it shall be rejected.

20.2.1 An emailed copy is acceptable to start the process of acceptance for work, with a hard copy delivered by U. S. Mail to follow shortly after. The original mailed copy is the only instrument that can legally be used to make payment for services rendered. No photo copies can be used for payment.

20.3 Quote shall include all materials (parts) priced individually.

20.4 All labor cost associated with the installation of an individual part or system shall be listed as a separate line item for each task or job or part or system installation.

20.5 A general explanation of the work to be performed with the associated job shall be included in the signed quote.

20.6 The Contractor shall wait for confirmation from the Telecommunications Division before beginning work.

20.7 Upon completion of the work, Contractor shall contact the Telecommunications Division for a site walk and inspection with the contractor or their representative.

20.8 A formal Invoice (labeled INVOICE) with the exact same content as the Quote shall be submitted to Telecommunications.

20.9 The Invoice on company letterhead must be signed upon submittal or it shall be rejected.

20.9.1 An emailed copy is acceptable to start the process of payment for work, with a hard copy delivered by U. S. Mail to follow shortly after. The original copy is the only instrument that can legally be used to make payment for services rendered. No photo copies can be used for payment.

20.10 The contractor shall understand that payment will follow within forty-five (45) days of receipt by the Telecommunications Division if no problems with the submittal are found, requiring returning of the Invoice for corrections.

Exhibit C

Vegetation

Attached as part of the email delivering this Agreement. Exhibit C is sent as an Adobe Acrobat Document in PDF Format.

Exhibits

- "A" Tower Addresses
- "B" Scope of Services, herein
- "C" Tower Site Boundaries and Vegetation Abatement Instructions

In Witness Whereof, this agreement is entered into as of the date first written below:

ATTEST: CITY of JACKSON, MISSISSIPPI

City Clerk BY: Mayor, Chokwe A. Lumumba
City of Jackson, Mississippi

Date: _____

(SEAL)

ATTEST: Micro Tech Systems, Inc
(SEAL) _____

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 SERVICE AGREEMENT AND RELATED DOCUMENTS WITH WELLINGTON TECHNOLOGIES INC. FOR PLACEMENT AND OPERATION OF AN AUTOMATIC TELLER MACHINE IN THE WARREN G. HOOD BUILDING.

WHEREAS, the Department of Planning and Development, seeks to provide access to an automatic teller machine on the first floor of the Warren Hood Building for the convenience of visitors and those conducting business with departments and divisions located in the Hood building; and

WHEREAS, Wellington Technologies Inc. agrees to provide the City of Jackson with ATM equipment, vault cash, parts and services and processing services; and

WHEREAS, the City of Jackson agrees to provide internet connection, a 110-volt outlet, and blanket general loss and liability coverage; and

WHEREAS, the City of Jackson will receive a portion of each ATM cash withdrawal transaction surcharge income; and

WHEREAS, this agreement shall be for a term of three (3) years automatically renewing for successive three (3) year terms under the same terms and conditions unless, at least ninety (90) days prior to the expiration period, the City of Jackson gives written notice of an intent to terminate this agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the service agreement and related documents with Wellington Technologies Inc. for the placement and operation of an automatic teller machine in the Warren G. Hood Building for a term of three (3) years.

IT IS FURTHER ORDERED that the agreement may include an automatic renewal for successive three-year terms under the same terms and conditions unless, at least ninety (90) days prior to the expiration period, the City of Jackson gives written notice of an intent to terminate this agreement.

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

President Banks recognized **Jhai Keeton, Interim Director of Planning and Development** who provided a brief overview of said item.

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

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VECTOR DISEASE CONTROL INTERNATIONAL FOR MOSQUITO ABATEMENT SERVICES FOR A THREE-YEAR TERM PLUS A ONE YEAR OPTION.

WHEREAS, the City of Jackson provides mosquito abatement services for the health, safety, and welfare of the citizens of the City of Jackson and its visitors; and

WHEREAS, the Department of Public Works solicited proposals for a three-year contract, with an option for an additional year at the sole discretion of the City, to provide comprehensive mosquito abate services beginning on the effective and continuing through April 1, 2027; and

WHEREAS, the evaluation committee has recommended that the proposal of Vector Disease Control International be accepted at a total annual base cost of \$271,700.00; and

WHEREAS, the scope of work to be provided under the contract is as follows:

Basic services shall consist of mosquito control activities as described below to provide a comprehensive mosquito control program to protect the health and welfare of the residents and visitors of the City. The basic services shall be provided in the manner set forth the Contractor's Proposal.

Adulticide Spraying

This element of the basic services will be for the period of the mosquito spraying season, which will be set forth in an annual notice to proceed and will be for a period of seven months from the date of the notice to proceed. The Contractor will be responsible for establishing routes for covering the entire city limits of the City as they may exist during the period of the contract. Adulticide spraying shall be performed by truck-mounted ULV sprayers. An Adulticide spraying application will be required for the route once per month to cover the entire City, which consists of approximately 1,100 miles of streets. Contractor will be responsible for reports to the City Public Works Director or their designee on areas proposed to be covered and areas actually covered on a daily basis. Spraying vehicles must be tracked using OPS technology and associated reports. Contractor will be responsible for supplying all chemicals meeting all local, state and federal regulations. Contractor will be responsible for following all requirements set forth by all local, state and federal laws concerning application and storage of chemicals being used.

Larvacide Treatments

As an element of the basic services, Contractor will be responsible for larvacide treatments during the spraying season to ditches, drainage channels, and areas of standing water designated by the Public Works Director or their designee. Contractor will be responsible for reporting proposed areas to be treated and areas actually treated on a daily basis. A minimum of 300,000 square feet will be treated during each month of the season of the contract. Contractor will be responsible for supplying all chemicals meeting all local, state and federal guidelines. Contractor will be responsible for following all requirements set forth by all local, state and federal laws concerning application and storage of chemicals being used.

Customer Service Requests

As an element of the basic services, Contractor will be required to operate a "Customer Service Request" telephone line for residents to report needed mosquito control activities. Contractor will be required to respond to requests within a 24-hour period. All requests and responses to requests must be reported to the City on a weekly basis.

Mosquito Surveillance

As an element of the basic services, Contractor must provide citywide surveillance using mosquito traps to document and verify mosquito populations and species. Data produced from surveillance should be used to target mosquito control activities for a custom control program. Data shall be provided to the City monthly.

Public Education

As an element of the basic services, Contractor will provide public education concerning mosquito control including, but is not limited to, pamphlets, community meetings, and public service announcements.

Other Basic Services

Contractor will provide any additional basic services included in its Proposal, including, but not limited to "Special Event Barrier Spraying" and additional reporting.

WHEREAS, the vendor will provide additional services as described and the rates set forth, as follows:

Additional Services

1. The Request for Proposals requested proposers to provide pricing for certain services in addition to the basic services. The prices for these additional services shall be as follows:

Additional monthly spraying (Spray for each month in addition to the seven months provided for in the Contract annually): \$38,814.28 per month

Additional hourly spraying: \$325.00 per hour

Additional larviciding: \$0.02 per square foot

2. In addition to the pricing set forth herein, Contractor and City may negotiate pricing for other additional services determined by the City to be necessary.
3. Funding for additional services must be authorized by the City Council prior to the work being performed unless in event of an emergency as determined by the Mayor or the City Council. Authorization to perform the additional services shall be provided to Contractor in writing.

WHEREAS, other significant terms and conditions of the contract are as follows:

- A. Contractor must comply with all terms and conditions included in the Mosquito Abatement Services Request for Proposal, except where a term or condition is expressly set forth in this Contract, in which case, the term or condition set forth in this Contract shall control.
- B. The Contractor shall furnish all equipment, labor and other services necessary for the performance of the work described.
- C. The City agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligation hereunder, as well as all loss or damage, of any kind, arising out of the nature of work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in the performance of this contract, the contract amount not to exceed \$271,700.00 annual for providing Basic Services for a seven-month period beginning upon receipt of the annual notice to proceed.
- D. Contractor is an independent contractor. Nothing in this contract is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.
- E. The Contractor shall not assign or sublet this contract or any of the rights hereunder, in whole or in part, to any person, firm or corporation, without the prior written consent of the City.

F. Indemnification by Contractor: To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and Owner's elected officials, directors, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third party claims or actions relating to the Contract. Contractor and City shall each promptly notify the other upon receipt of any third-party claims or actions relating to the Contract. City shall have the right to tender the defense of any such claim to the Contractor or, in its sole discretion, retain the claim and defend it itself. Whether tendered or retained, Contractor's indemnity and hold harmless obligations under this paragraph shall not be relieved or excused.

G. Termination: Upon seven (7) calendar days' written notice by either of the parties to the other, a party may terminate this Contract for cause, where the other party fails in any material way to perform its obligations under the Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within seven (7) calendar days after the mailing of the notice of termination for default. If the Contractor is in violation of any federal, state, or local law, regulation, or ordinance, the City may terminate the Contract immediately upon giving notice to the Contractor.

This Contract is contingent upon funding by the City of Jackson. In the event that the City of Jackson does not budget funds for this Contract, it shall terminate at the beginning of the Fiscal Year in which this Contract is not funded.

Contractor understands that under Mississippi law, one City Council may not bind its successors in office. Upon the election of a new City Council, this Contract shall be voidable by the new City Council.

The Contractor shall be compensated on a pro rata basis for work properly performed under the Contract to the date of any termination. The City shall have no liability for payment for any work performed the date of termination.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute contract with Vector Disease Control International, 842 Foley Street Jackson, Mississippi 39201, for mosquito abatement services beginning on the effective date of the contract through April 1, 2027, for the entire City at a total annual cost not to exceed \$271,700.00, without further approval by the governing authorities consistent with the terms and conditions set forth above, in addition to any standard contractual provisions, including requirements for insurance.

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

President Banks recognized **Terry Williamson, Legal Counsel** and **Louis Wright, Chief Administrative Officer** 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 and Lindsay.

Nays – Stokes.

Abstention – Lee.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND EASEMENT BETWEEN UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE CITY OF JACKSON, MISSISSIPPI TO ALLOW FOR THE CONSTRUCTION OF A WATER DISTRIBUTION LINE ACROSS CITY OF JACKSON RIGHT-OF-WAY IN NORTH STATE STREET.

WHEREAS, the main campus of the University of Mississippi Medical Center (“UMMC”) obtains its drinking water supply from wells located on the main campus and disposes of wastewater for treatment by the City of Jackson at its main wastewater treatment plant; and

WHEREAS, the City charges the main campus of UMMC for transportation and treatment of its wastewater based on the volume of water pumped from its well as measured by meters on the water wells; and

WHEREAS, UMMC is in need of additional water supply as a result of recent additions to the facilities on the grounds of the main campus; and

WHEREAS, UMMC does not have sufficient space on the property of its main campus to construct a new well; and

WHEREAS, UMMC owns property on the west side of North State Street across from the main campus where there is sufficient space to locate a new well; and

WHEREAS, in order to connect the well to the main campus, UMMC will need to cross the City’s right-of-way in North State Street; and

WHEREAS, UMMC is the state’s only academic health sciences center; and

WHEREAS, it is the mission of UMMC to improve the health and well-being of patients and the community through excellence in training of health care professionals, engagement in innovative research, and delivery of state-of-the-art health care; and

WHEREAS, UMMC is seeking the permission of City in the form of an MOU and a corresponding easement to construct a water line within the City’s right-of-way for North State Street to allow for the distribution of water to the main campus on the east side of North State Street from a new well on the west side of North State Street; and

WHEREAS, the City deems an MOU and the accompanying easement over its right-of-way to be in its best interest because it will assist UMMC in continuing to provide high-quality, state-of-the-art medical services to residents of the City, especially low-income and disadvantaged residents; and

WHEREAS, the City and UMMC agree that the additional water service to the main campus will be bored beneath North State Street to avoid damage to the roadway; and

WHEREAS, under the terms of the Memorandum of Understanding, UMMC will agree to the following:

1. UMMC shall be solely responsible for the procurement of the construction necessary to install the water service line and its appurtenances (the “Water Line”), and shall solely bear the cost of the design and construction of the Water Line. Prior to beginning construction on the Water Line, UMMC shall provide City with a full set of the design specifications and drawings that it intends to use in the construction of the Water Line. UMMC shall not begin construction until receiving written approval of the design specifications and drawings from City. However, if written approval is not received within thirty (30) calendar days from submission by UMMC to City, the City’s written approval will be deemed granted on the 31st day. UMMC agrees to make any necessary revisions to the design specifications and drawings based on the City’s reasonable review.
2. UMMC agrees to obtain a right-of-way permit from the City prior to commencing construction of the Water Line. UMMC agrees to obtain any additional permits reasonably required by the City Department of Planning and Development, Building Permit Division that the City deems necessary to allow for appropriate monitoring and inspection of construction.
3. Upon completion of construction, UMMC shall be solely responsible for the operation and maintenance of the Water Line, and the costs associated with operation and maintenance.

4. UMMC will be solely responsible for relocating or adjusting the Water Line in the event it comes into conflict with future road or utility improvements along North State Street.
5. UMMC shall not provide water service via the Water Line or the new well to any facility that is not owned or operated by the University of Mississippi Medical Center without first obtaining permission from the City of Jackson through an amendment to this MOU or a separate MOU; and

WHEREAS, under the Memorandum of Agreement, the City would agree to do the following:

1. The City agrees to prioritize and expedite its review of design specifications and drawings for the construction of the Water Line. The City agrees to prioritize and expedite the review of the right-of-way permit application and any other building permit applications required by the City.
2. The City shall provide UMMC with adequate written notice of any future road or utility improvements along North State Street, which will implicate UMMC's Responsibility described in Section 1. above; and

WHEREAS, UMMC also agrees that it will cause the contractor performing the work and that contractor's subcontractors to have the requisite workers' compensation coverage, contractor's commercial general liability insurance, and automobile liability insurance; and

WHEREAS, UMMC, its contractors, and subcontractors performing work on the project shall name the City as additional insured on those policies of insurance and provide a certificate of insurance evincing the coverages; and

WHEREAS, the City agrees to grant to UMMC an easement across its right-of-way on North State Street for the water line described as follows:

The centerline of a twenty foot (20') wide "waterline" easement being situated in the Southeast 1/4 of Section 27 and in the Southwest 1/4 of Section 26, both in Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commence at a concrete monument which marks the southwest corner of the Veteran's Administration Hospital property as described in Deed Book 1088 at Page 421 of the Chancery records of Hinds County at Jackson, Mississippi, being further identified as having a coordinate value of North 1,028,229.081 and East 2,347,204.075 on the below referenced Coordinate System, said concrete marker being further described as being 440.38 feet East of and 3,315.29 feet South of the northeast corner of Lot 7 of Block "B" of Woodland Hills, a subdivision, the map or plat of which is recorded in Plat Book 4 at Page 40 of the Chancery Records of Hinds County at Jackson, Mississippi and being further described as being 50.00 feet left of and perpendicular to the centerline of Station 30+30.2 of Federal Aid Highway Project No. U-001-2(16); thence North 00° 19' 47" East for a distance of 989.84 feet along the Western line of the said Veteran's Administration Hospital property to a concrete monument which marks the Northwest corner thereof; thence South 81° 13' 30" West for a distance of 1,870.94 feet to a 5/8" iron pin set at the eastern right of way line of North State Street, thence South 82° 14' 45" West for a distance of 100.99 feet to a 5/8" iron pin set which marks the POINT OF BEGINNING of the centerline of a 20 foot (20') wide "waterline" easement herein described being further identified as having a coordinate value of North 1,028,919.849 and East 2,345,260.659 on the below referenced Coordinate System; thence run the following bearings and distances along the said centerline of the waterline easement as follows: South 82° 14' 45" West for a distance of 49.13 feet; North 89° 41' 26" West for a distance of 495.15 feet; South 86° 18' 34" West for a distance of 40.00 feet; South 82° 18' 34" West for a distance of 20.00 feet; South 79° 18' 34" West for a distance of 220.24 feet; South 39° 03' 50" West for a distance of 51.11 feet; South 50° 18' 50" West for a distance of 40.00 feet; South 55° 18' 50" West for a distance of 40.000 feet; South 60° 18' 50" West for a distance of 20.00 feet; South 65° 18' 50" West for a distance of 20.00 feet; South 70° 18' 50" West for a distance of 20.00 feet; South 75° 18' 50" West for a distance of 46.43 feet; South 54° 28' 53" West for a distance of 157.25 feet; South 45° 28' 05" West for a distance of 3.24 feet to the POINT OF ENDING for the easement herein described, and being further identified as

having a coordinate value of North 1,028,651.400 and East 2,344,115.211 on the below referenced Coordinate System.

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD83(CORS96), grid values, using a combined scale factor of 0.99994113 and a grid to geodetic azimuth angle of (+) 00° 05' 15" developed at the approximate center of the property.

WHEREAS, the easement is subject to the terms of the Memorandum of Understanding being approved and shall be for the sole purpose of installing, operating and maintaining a water service line and its appurtenances beneath the surface of the right-of-way to provide water to the main campus, and for no other purpose whatsoever.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding and an associated waterline easement with University of Mississippi Medical Center according to the terms set forth herein.

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

President Banks recognized **Brian Reddock, Director of Construction, University of Mississippi Medical Center** 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.

Note: Council Member Stokes left the meeting.

ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION FOR CELL CONSTRUCTION AND CHIPPING OF VEGETATIVE WASTE.

WHEREAS, certain unanticipated needs and allocations in the amount of \$63,500.00 have arisen since the adoption of the Fiscal Year 2024 City of Jackson Budget for the Department of Public Works, Solid Waste Division; and

WHEREAS, the Fiscal Year 2024 City of Jackson Budget needs to be amended to provide funding for these unanticipated needs by moving budgeted funds where they are needed to fund additional, unfunded contractual services, namely construction of the new cell at the City Rubbish Facility and chipping of vegetative waste; and

WHEREAS, the following funds are being amended:

To/From	Fund/Account Number	Amount
From:	009-455.10.6712	\$40,000.00
To:	009-506.10.6419	\$40,000.00
From:	009-455.10.6317	\$7,500.00
To:	009-506.10.6419	\$7,500.00
From:	009-506.10.6299	\$1,000.00
To:	009-506.10.6419	\$1,000.00
From:	009-506.10.6872	\$15,000.00
To:	009-506.10.6419	\$15,000.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2024 Budget of the Department of, Public Works, Solid Waste Division be amended as follows:

To/From	Fund/Account Number	Amount
From:	009-455.10.6712	\$40,000.00
To:	009-506.10.6419	\$40,000.00
From:	009-455.10.6317	\$7,500.00
To:	009-506.10.6419	\$7,500.00
From:	009-506.10.6299	\$1,000.00
To:	009-506.10.6419	\$1,000.00
From:	009-506.10.6872	\$15,000.00
To:	009-506.10.6419	\$15,000.00

IT IS FURTHER ORDERED that pursuant to Miss. Code Ann. Section 21-35-25, this budget revision shall published or posted within two (2) weeks of approval, in a newspaper in the same manner as the final adopted budget; and, in accordance with Miss. Code Ann. Section 21-35-25, the published 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, as well as, the vote of each City Council member.

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

President Banks recognized **Lakesha Weathers, Solid Waste Manager** 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 and Lindsay.
- Nays – None.
- Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC. FOR THE CITY OF JACKSON ARTERIAL STREET RESURFACING PROJECT.

WHEREAS, the City of Jackson entered into an engineering services agreement with CivilTech, Inc., for work on the City of Jackson Arterial Street Resurfacing Project; and

WHEREAS, after the contract was signed, the Capitol Complex Improvement District Advisory Committee released their updated master plan, which included South Street; and

WHEREAS, South Street is also included in the scope of work for CivilTech’s engineering service agreement; and

WHEREAS, it is in the best interest of the City to remove South Street from the CivilTech scope of work for the engineering services agreement and to allow the Capitol Complex Improvement District to make improvements to South Street use their funds.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an amendment to the engineering services agreement with CivilTech, Inc., for the City of Jackson Arterial Street Resurfacing Project, reducing the contract amount by \$325,000.00 to a new contract amount not to exceed \$1,310,000.00.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STATE STREET SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-6928- 00(014) LPA/108073.

WHEREAS, the City of Jackson has received federal funds for traffic signal improvements along State Street between Rankin Street and High Street; and

WHEREAS, the City of Jackson selected Neel-Schaffer, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Neel-Schaffer has provided a cost estimate of \$172,848.80 to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the State Street Signal Project, Federal Aid Project No. STP-6928-00(014) LPA/108073, for an amount not to exceed \$172,848.80.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE), FEDERAL AID PROJECT NUMBER STP-0250-00(053)LPA/108075.

WHEREAS, the City of Jackson has received federal funds for street resurfacing and sidewalk improvements along Woodrow Wilson Avenue between Martin Luther King, Jr. Drive and the Mill Street bridge; and

WHEREAS, the City of Jackson selected Southern Consultants, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Southern Consultants has provided a cost estimate of \$682,365.25 to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Southern Consultants, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract

Boilerplate form agreement for the Woodrow Wilson Avenue Resurfacing Project (Martin Luther King, Jr. Drive to Mill Street Bridge), Federal Aid Project No. STP-0250-00(052) LPA/ 108072, for an amount not to exceed \$682,365.25.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE WOODROW WILSON AVENUE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(052) LPA/108072.

WHEREAS, the City of Jackson has received federal funds for traffic signal improvements along Woodrow Wilson Avenue between Rankin Street and High Street; and

WHEREAS, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Stantec has provided a cost estimate of \$82,082.61 to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Stantec Consulting Services, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Woodrow Wilson Avenue Signal Project, Federal Aid Project No. STP-0250-00(052) LPA/108072, for an amount not to exceed \$82,082.61.

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

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

Nays – None.

Absent – Stokes.

Note: Council Member Stokes returned to the Meeting.

ORDER ACCEPTING THE BID OF POWELL CONSTRUCTION SERVICES, INC. FOR CONSTRUCTION OF THE WOODROW WILSON AVENUE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(052) LPA/108072, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Woodrow Wilson Avenue Signal Project; and

WHEREAS, three bids were submitted to the Municipal Clerk on April 2, 2024; and

WHEREAS, the bid of Powell Construction Services, Inc. in the amount of \$797,465.60 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Powell Construction Services, Inc. in the amount of \$797,465.60 for the Woodrow Wilson Avenue Signal Project to be the lowest and best bid; and

WHEREAS, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of Powell Construction Services, Inc. for the construction of the Woodrow Wilson Avenue Signal Project, Federal Aid Project Number STP-0250-00(052) LPA/108072, in the amount of \$797,465.60 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Powell Construction Services, Inc. for the construction of the Woodrow Wilson Avenue Signal Project consistent with the bid documents and the addenda thereto, if any.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Woodrow Wilson Avenue Signal Project and to submit the same to MDOT as needed.

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 MCINNIS SYSTEMS, INC. FOR CONSTRUCTION OF THE STATE STREET SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(014)LPA/108073, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the State Street Signal Project; and

WHEREAS, two bids were submitted to the Municipal Clerk on April 2, 2024; and

WHEREAS, the bid of McInnis Systems, Inc., in the amount of \$1,285,379.94 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of McInnis Systems, Inc. in the amount of \$1,285,379.94 for the State Street Signal Project to be the lowest and best bid; and

WHEREAS, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of McInnis Systems, Inc. for the construction of the State Street Signal Project, Federal Aid Project Number STP-6928-00(014) LPA/108073, in the amount of \$1,285,379.94 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with McInnis Systems, Inc. for the construction of the State Street Signal Project consistent with the bid documents and the addenda thereto, if any.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the State Street Signal Project and to submit the same to MDOT as needed.

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

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

Note: Council Member Foote left the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #3/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE YEAR WARRANTY FOR THE RIVERSIDE DRIVE PROJECT.

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the Riverside Drive Project; and

WHEREAS, Change Order No. 3/Final decreases the contract amount by \$652,915.13 due to the removal of the 48-inch water line connections and related street and storm drainage work from the project, which will be completed by JXN Water; and

WHEREAS, a final inspection was held by the Department of Public Works and the Department recommends acceptance of the project; and

WHEREAS, the bonding company, Federal Insurance Company, Attorney-in-fact, surety for performance of the said contract, has authorized release and payment of all monies due under said contract; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept Change Order No. 3/Final and authorize final payment in the amount of \$73,411.14 to Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 3/Final to the contract with Hemphill Construction Company, Inc, for the Riverside Drive Project, decreasing the contract amount by \$652,915.13 for a final contract amount of \$13,790,116.36 and that final payment in the amount of \$73,411.14 to Hemphill Construction Company, Inc. is authorized.

IT IS FURTHER ORDERED that the one-year warranty commence effective January 24, 2024 and that the Municipal Clerk is authorized to publish the Notice of Completion of the Riverside Drive Project.

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

President Banks recognized **Terry Williamson, Legal Counsel** who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TOWNES CONSTRUCTION COMPANY, INC. FOR THE CITY OF JACKSON’S RUBBISH LANDFILL CELL DEVELOPMENT.

WHEREAS, the City of Jackson Solid Waste Division has need, and has been requested by Mississippi Department of Environmental Quality (MDEQ), to construct the approved Lateral Expansion North Slope at the Rubbish Facility in Byram; and

WHEREAS, the first phase of this project is site grading of the slope and clay liner construction, the second phase is the borrow area preparation and final grading, and the third phase is construction of wattles for erosion control; and

WHEREAS, the Solid Waste Division solicited two (2) competitive sealed bids for the construction for the City of Jackson Class I Rubbish Cell Lateral Expansion North Slope; and

WHEREAS, Townes Construction Company, Inc. submitted the lowest bid in the amount of \$42,940.00 and possesses the requisite experience with landfill cell construction and Mississippi Department of Environmental safety compliance regulations; and

WHEREAS, the Department of Public Works, Solid Waste Division, recommends that the governing authorities deem the bid of Townes Construction Company, Inc. as the lowest and best bid; and

WHEREAS, the terms and conditions, including, but not limited to, the insurance requirements and payment and performance bond requirements, of the contract will be the City of Jackson Standard Specifications, as amended.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Townes Construction Company, Inc. for the construction of the Lateral Expansion North Slope at the City of Jackson Class I Rubbish Facility in the amount of \$42,940.00 and that the contract terms and conditions, including, but not limited to, the insurance requirements and payment and performance bond requirements, of the contract will be the City of Jackson Standard Specifications, as amended.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A NO-COST GRANT EXTENSION FOR THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT.

WHEREAS, on October 27, 2020, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the “Going Green for a Cool, Healthy Jackson” grant award from RWJF in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson’s at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, on September 9, 2021, RWJF had agreed to amend the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative to \$475,549 and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

WHEREAS, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2CM; and

WHEREAS, on May 5, 2023, RWJF notified the Deputy Director of Economic Development that the grant period has been extended to March 31, 2024; however, the amendment does not modify the scope of work or increase the Foundation’s commitment; and

WHEREAS, on June 22, 2023, the Jackson City Council authorized the Mayor to accept the six-month no-cost grant extension from the Robert Johnson Foundation for the “Going Green for a Cool, Healthy Jackson” project and to execute any and all documents related to the acceptance of said grant extension; and

WHEREAS, on October 12, 2023, RWJF has notified the Deputy Director of Economic Development that the grant period has been extended to March 31, 2024; however, the amendment does not increase the Foundation’s commitment; and

WHEREAS, on December 13, 2023, the Jackson City Council authorized the Mayor to accept the six-month no-cost grant extension from the Robert Johnson Foundation for the “Going Green for a Cool, Healthy Jackson” project and to execute any and all documents related to the acceptance of said grant extension; and

WHEREAS, on April 10, 2024, RWJF has notified the Deputy Director of Economic Development that the grant period has been extended to May 31, 2024; however, the amendment does not increase the Foundation’s commitment.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the no-cost grant extension from the Robert Wood Johnson Foundation for the “Going Green for a Cool, Healthy Jackson” project and to execute any and all documents related to the acceptance of said grant extension.

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

President Banks recognized **Louis Wright, Chief Administrative Officer** who provided a brief overview of said item.

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

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

Nays – None.

Absent – Foote.

ORDER RATIFYING PROCUREMENT OF CCTV SERVICES FROM DELTA CONSTRUCTORS, INC. FOR THE CITY DRAINAGE PIPE AT 135 YUCCA DRIVE AND AUTHORIZING PAYMENT TO SAID VENDOR.

WHEREAS, due to the failure of a City corrugated metal drain pipe adjacent to 135 Yua'6,4 Drive, the Mayor invoked emergency procurement procedures in Section 31-7-13 to expedite procurement of repairs and related work; and

WHEREAS, due to the pipe's very close proximity to a house, Delta Constructors was contacted to assess the pipe condition and provide repair options given the tight construction location; and

WHEREAS, Delta Constructors, Inc., provided CCTV camera services to video the pipe as part of the assessment.

IT IS, THEREFORE, ORDERED that the procurement of CCTV camera services from Delta Constructors, Inc., is hereby ratified pursuant to the attached emergency procurement declaration and Section 31-7-13.

IT IS FURTHER ORDERED that payment to the Delta Constructors, Inc., in the amount of \$5,065.00 be made, consistent with the attached invoice.

INVOICE

Delta Constructors, Inc.
P.O. Box 9545
Jackson, MS 39286-9545

Ph: 601-939-8732
Fax: 601-939-0867

Date: 4/2/2024
Invoice #: 24-424-02
Terms:
P.O. #:
Req. No:

Bill To:
City of Jackson
Department of Public Works
Attn: Robert Lee
Warren Hood Building, 4th Floor
200 South President Street
Jackson, MS 39201
REF: CCTV Yucca Drive Jackson, MS

Ship To:
Same

Item	Description	Unit	Quantity	Unit Price	Amount
1	To invoice for CCTV Yucca Drive Jackson, MS (Suncoast)	L/S	1	\$5,065.00	\$5,065.00
Total Amount					\$5,065.00
					\$0.00
					\$0.00
Total Due					\$5,065.00
Amount Paid					\$0.00
Balance Due					\$5,065.00

Message

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 23, 2024 10:00 A.M.**

From Memphis Construction 04/23/24 10:00 AM 02/15/24 02:00 PM

**Suncoast Infrastructure, Inc.
P.O. Box 397
Florence, MS 39073**

**INVOICE #
S24028-01F**

To: **DELTA CONSTRUCTORS
P.O. Box 9546
Florence, MS 39708-3546**

Invoice Date: 03/08/24
Invoice Description: JB App #1
Invoice Due Date: 04/08/24
Payment Terms:
Work From: 02/01/24
To: 02/29/24

Contract: S24028 CCTV Video Drive Jackson, MS

Contract Item	Quantity JTD	Unit Price	U/M	Total To Date
M Mobilization	1.000	415.00000	-MNS	415.00
1A CCTV Crew Daily Rate (Full)	0.000	6,250.00000	DY	0.00
1B CCTV Crew Overtime Rate	0.000	750.00000	HRS	0.00
1C CCTV Crew Daily Rate (Minimum)	1.000	4,650.00000	DY	4,650.00
0000 Job	0.000	0.00000	LS	0.00
00000 Evaluation CCTV	0.000	0.00000	LF	0.00
Total To Date				5,065.00
Plus Sales Tax				0.00
Total Due This Invoice				5,065.00

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Council Member Lindsay moved adoption; Vice President Lee seconded.

President Banks recognized Louis Wright, Chief Administrative Officer who provided a brief overview of said item.

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

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

Nays – None.

Absent – Foote.

ORDER AUTHORIZING PAYMENT OF \$71,968.54 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 \$71,968.54 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 \$71,968.54 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 Hartley moved adoption; **Council Member Stokes** seconded.

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

Note: Council Member Foote returned to the meeting.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “BETTERSTEN WADE, ET AL. V. CITY OF JACKSON, MISSISSIPPI, ET AL.” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 1:19-CV-725-EFP.

WHEREAS, on October 24, 2019, Bettersten R. Wade and Vernice Robinson, individually and on behalf of all the heirs at law and wrongful death beneficiaries of George Robinson, Deceased filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi; Anthony Fox, Desmond Barney, Lincoln Lampley, in their individual and official capacities; and American Medical Response, Inc. alleging state and federal claims relative to the alleged wrongful death of George Robinson on January 15, 2019; and

WHEREAS, the parties, through counsel, participated in mediation on April 12, 2024 and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit in return for a complete release of the City of Jackson, Mississippi, Anthony Fox, Demond Barney and Lincoln Lampley from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi, Anthony Fox, Desmond Barney and Lincoln Lampley; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement; and

WHEREAS, the Office of the City Attorney is authorized to execute any documents necessary to settle and dismiss this lawsuit.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled Bettersten R. Wade, et al. v. City of Jackson, Mississippi, et al; In the Hinds County Circuit Court, First Judicial District; Cause No.: 1:19-cv--725-EFP; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and her Counsel, as full and final settlement of this matter.

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

President Banks recognized **Drew Martin, City Attorney** 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 REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW THEREFORE IT IS ORDERED that we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

Nays – None.

Absent – None.

There came on for consideration Agenda Item No. 43:

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULTZ BIZ D.B.A. EDWARD J. PIERRE, III FOR PROFESSIONAL IT SERVICES TO SUPPORT THE ENTERPRISE RESOURCE PLANNING ("ERP") SYSTEM. President Banks stated that said item was pulled by the Administration

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS, THEREFORE, HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

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

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

Nays – None.

Absent – None.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ADOPTING FEDERAL GUIDELINES FOR REDISTRICTING.**

WHEREAS, the difference in the population between the least populous and the most populous wards shall not exceed the percent (10%) of the ideal population for all wards (one man one vote); and

WHEREAS, the ward plan shall be established in a manner that insures the fair and effective representation of all minority groups residing in the municipality; and

WHEREAS, ward lines shall keep intact communities with established ties of common interest and association, whether historical, racial, economic, ethnic, religious or other; and

WHEREAS, each ward shall be contiguous; and

WHEREAS, each ward shall be as compact as possible; and

WHEREAS, each ward shall follow natural geographic boundaries, where possible; and

WHEREAS, Incumbents shall be separated into individual wards to the extent practicable, but only if such action does not affect adherence to the primary criteria stated herein.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi adopt these federal guidelines for redistricting.

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

President Banks recognized **Drew Martin**, **City Attorney** 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 and Lindsay.
- Nays – Stokes.
- Absent – None.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 35th ANNUAL MAY DAY PARADE AND FESTIVAL.

WHEREAS, the Westside Civic Club proudly presents its 35th Annual May Day Festival and Parade to be held on May 4, 2024; and

WHEREAS, the purpose of the parade and festival is for families, friends as well as the community and its leadership to continue to get to know each other on a more personal level; and

WHEREAS, this event is also an occasion to highlight positivity and enjoy a day of fun filled family events as the tradition continues year after year; and

WHEREAS, this grand celebration was created to instill peace and love in the community. This event can be passed on to generations giving them something to look forward to that involves both the young and the old.

THEREFORE, IT IS HEREBY RESOLVED that the City of Jackson is hereby authorized to support the Westside Civic Center in its 35th Annual May Day Parade and Festival Celebration.

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

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

There came on for Discussion Agenda Item No. 48:

DISCUSSION: POTHOLES: President Banks stated that said item will be held until a later date due to the absence of Council Member Stokes.

There came on for Discussion Agenda Item No. 49:

DISCUSSION: COMFORT STREET: President Banks stated that said item will be held until a later date due to the absence of Council Member Stokes.

There came on for Discussion Agenda Item No. 50:

DISCUSSION: ENGAGEMENT OF AUDITOR: President Banks stated that said item had been discussed earlier in the meeting.

There came on for Discussion Agenda Item No. 51:

DISCUSSION: REDISTRICTING WITH CMPDD: President Banks stated that said item had been discussed earlier in the meeting.

DISCUSSION: POST TORNADO TREE DEBRIS IN WARD 1: President Banks recognized Council Member Foote who expressed concerns regarding large chunks of cut up trees from a recent storm that had been cut up and left on the curbs and the need for help in picking up the debris. President Banks recognized Safiya Omari who stated the administration would explore all options to get the storm debris picked up.

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY. President Banks and the City Council members discussed to continue the emergency.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Banks stated that all City Council members had received the monthly financial report for review.

The following reports/announcements were provided during the meeting:

- **Safaya Omari, Chief of Staff** announced the following:
 - Join Us for Denim Day on tomorrow Wednesday, April 24th, 2024, 11:00am -1:00 pm in the Josh Halbert Garden at City Hall. Denim Day calls for everyone to wear denim to show support for victims and survivors of sexual harassment, abuse, assault, and rape.
 - The City of Jackson’s Planning and Development Department via the Neighborhood Services Division (NSD) and the Fair Housing Division, is pleased to announce its first Annual NSD Planning Expo 2024 Saturday, April 27, 2024 at the Jackson Convention Complex from 4:00pm to 8:00pm.

- Encouraged constituents to call 311 for non-emergency city issues and advised that the 311 app would be going live within the next 30 days.

- **Council Member Hartley** announced the following:

- Thank all the participants who help with last Saturdays Community Clean Up on Monument and Robinson Streets.

The meeting was closed in memory of the following individuals:

- **In Memory of Minnie Lee Carter**
- **In Memory of Charlie Jennings, Jr.**
- **In Memory of Dr. Willie F. Jackson**
- **In Memory of Dr. London Branch**
- **In Memory of Gerald “Buster” Bates**
- **In Memory of Mattie Ford**
- **In Memory of Lance Williams**
- **In Memory of Amos Sanders**

President Banks recognized **Council Member Lindsay** who moved, seconded by **Vice President Lee** to go into Closed Session regarding Agenda Item No. 7: Potential Litigation. The motion prevailed by the following vote:

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

President Banks announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding Agenda Item No. 7: Potential Litigation.

During Closed Session, **Council Member Grizzell** moved, seconded by **Council Member Lindsay** to go into Executive Session regarding Agenda Item No. 7 – Potential Litigation. The motion prevailed by the following vote:

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

President Banks announced that the Council would go into Executive Session regarding Agenda Item No. 7 – Potential Litigation.

Note: Council Member Stokes left the meeting during the discussion.

Council Member Grizzell moved, seconded by **Vice President Lee**, to come out of Executive Session. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

* * * * *

President Banks announced to the public that the Council voted to come out of Executive Session and action was taken.

ORDINANCE PROHIBITING BLOCKED RAILROAD CROSSINGS IN THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the City of Jackson, Mississippi, recognizes the serious safety hazards posed by blocked railroad crossings, including the potential for frustrated individuals to attempt dangerous maneuvers between stopped railcars and hindrance to emergency services' access to individuals and hospitals; and

WHEREAS, the federal railroad administration acknowledges the authority of local communities to address the issue of blocked crossings through regulations at the state or local level; and

WHEREAS, it is imperative for the city council of Jackson, Mississippi, to take proactive measures to ensure the safety and well-being of its residents and visitors;

NOW, therefore, be it ordained by the City Council of Jackson, Mississippi:

SECTION 1: DEFINITIONS

1. **Blocked Railroad Crossing:** any instance where a stationary train impedes the flow of motor vehicle or pedestrian traffic at a railroad crossing for a duration exceeding 5 minutes.

Section 2: Prohibition of Blocked Railroad Crossings

1. It shall be unlawful for any railroad conductor or operator to permit a blocked railroad crossing within the city limits of Jackson, Mississippi, for a duration exceeding 5 minutes, except in cases of emergency or operational necessity, as actively determined by Jackson Police Department, Jackson Fire department, and the Department of Public Works.

Section 3: Movement of Transitioning Trains

1. Trains transitioning from stationary status shall move no less than 100 feet before becoming stationary again, unless circumstances beyond the control of the railroad company or operator necessitate a shorter distance, as actively determined by Jackson Police Department, Jackson Fire Department, and the Department of Public Works.
2. Railroad conductors or operators shall immediately contact the Jackson's chief of police, fire chief, and public works director (or appointee) to notify each of the necessity transition the train to stationary status longer than 5 minutes.

Section 4: Penalties for Violation

1. Any railroad conductor or operator found to be in violation of this ordinance shall be subject to arrest and incarceration for a period of 15 consecutive days.
2. Additionally, violators shall be fined \$1,000 for each occurrence of a blocked railroad crossing exceeding the prescribed time limit.

Section 4: Enforcement

1. The Jackson Police Department and other relevant city authorities are hereby authorized to enforce the provisions of this ordinance.

2. Upon receiving a report of a blocked railroad crossing, law enforcement officers shall promptly respond to the scene and take appropriate action to ensure compliance with this ordinance.

Section 5: Notification requirements

1. Railroad companies or operators shall be required to promptly notify the Jackson Police Department, Jackson Fire Department, and the Department of Public Works in the event of a blocked railroad crossing lasting longer than 5 minutes.

Section 6: Severability

1. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

Section 7: Effective Date

1. This ordinance shall take effect immediately after its passage and publication as required by law.

Section 8: Repeal of Conflicting Ordinances

1. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

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

Nays – None.

Absent – None.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on May 7, 2024. At 1:40 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Maslyn-Granda
CLERK OF COUNCIL

APPROVED:

[Signature], 5/21/2024
COUNCIL PRESIDENT DATE

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK
