



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI**

**April 23, 2024**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **REV. ANTHONY WILLIS OF WASHINGTON TEMPLE CME CHURCH,  
WARD 4**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **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
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	

4. 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

5. APPROVAL OF THE MARCH 26, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)

#### INTRODUCTION OF ORDINANCES

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. (BANKS)

#### ADOPTION OF ORDINANCE

7. ORDINANCE PROHIBITING BLOCKED RAILROAD CROSSINGS IN THE CITY OF JACKSON, MISSISSIPPI. (GRIZZELL)
8. 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”. (LEE)

#### REGULAR AGENDA

9. CLAIMS (MALEMBEKA, LUMUMBA)
10. PAYROLL (MALEMBEKA, LUMUMBA)
11. 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. (MALEMBEKA, LUMUMBA)

12. **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. (MALEMBEKA, LUMUMBA)**
13. **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. (A. HARRIS, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH THE CAN MAN SHREDDING, LLC FOR THE DEPARTMENT OF MUNICIPAL CLERK-RECORDS MANAGEMENT FACILITY. (A. HARRIS, LUMUMBA)**
15. **ORDER APPROVING THE PAYMENT OF BADGEPASS INVOICE# INV109634 IN THE AMOUNT OF \$224.76 FOR GOODS RECEIVED. (WADE, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MOU WITH SEROLOGICAL RESEARCH INSTITUTE (SERI) FOR SEXUAL ASSAULT TESTING. (WADE, LUMUMBA)**
17. **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. (WADE, LUMUMBA)**
18. **ORDER RATIFYING OPEN ACCOUNT AND APPROVING THE PAYMENT OF CERTAIN INVOICES OF HALL'S TOWING PURSUANT TO A CONTINUING ACCOUNT RECONCILIATION PROCESS. (WADE, LUMUMBA)**
19. **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. (WADE, LUMUMBA)**
20. **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) (OWENS, LUMUMBA)**
21. **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. (OWENS, LUMUMBA)**

22. **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 CENT. (REID, LUMUMBA)**
23. **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). (REID, LUMUMBA)**
24. **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. (REID, LUMUMBA)**
25. **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. (KEETON, LUMUMBA)**
26. **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. (WRIGHT, LUMUMBA)**
27. **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. (WRIGHT, LUMUMBA)**
28. **ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION FOR CELL CONSTRUCTION AND CHIPPING OF VEGETATIVE WASTE. (WRIGHT, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR INFRASTRUCTURE MODERNIZATION PROGRAM. (WRIGHT, LUMUMBA)**
30. **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. (WRIGHT, LUMUMBA)**
31. **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. (WRIGHT, LUMUMBA)**

32. **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. (WRIGHT, LUMUMBA)**
33. **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. (WRIGHT, LUMUMBA)**
34. **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. (WRIGHT, LUMUMBA)**
35. **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. (WRIGHT, LUMUMBA)**
36. **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. (WRIGHT, LUMUMBA)**
37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TOWNES CONSTRUCTION COMPANY, INC. FOR THE CITY OF JACKSON'S RUBBISH LANDFILL CELL DEVELOPMENT. (WRIGHT, LUMUMBA)**
38. **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. (WRIGHT, LUMUMBA)**
39. **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. (WRIGHT, LUMUMBA)**

40. ORDER AUTHORIZING PAYMENT OF \$71,968.54 TO JERMAL CLARK AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY. (D. MARTIN, LUMUMBA)
41. 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. (D.MARTIN, LUMUMBA)
42. ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D.MARTIN, LUMUMBA)
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. (MALEMBEKA, LUMUMBA)
44. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)
45. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ADOPTING FEDERAL GUIDELINES FOR REDISTRICTING. (BANKS)
46. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI I N SUPPORT OF THE 35<sup>th</sup> ANNUAL MAY DAY PARADE AND FESTIVAL. (GRIZZELL)
47. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 31<sup>ST</sup> ANNUAL LYNCH STREET CULTURAL ARTS FESTIVAL. (HARTLEY)

#### DISCUSSION

48. DISCUSSION: POTHOLES (STOKES)
49. DISCUSSION: COMFORT STREET (STOKES)
50. DISCUSSION: ENGAGEMENT OF AUDITOR (BANKS)
51. DISCUSSION: REDISTRICTING WITH CMPDD (BANKS)
52. DISCUSSION: POST TORNADO TREE DEBRIS IN WARD 1 (FOOTE)
53. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)

#### PRESENTATION

#### PROCLAMATION

#### RESOLUTIONS

#### REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

54. MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

Consent

Agenda

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**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:**

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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, weeds, 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 \$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.

- 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. 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. 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. 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. 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 ensure 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, Moses 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.

ITEM# \_\_\_\_\_

AGENDA \_\_\_\_\_

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/15/24  
DATE

	<b>P O I N T S</b>	<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	This is Community Improvement regular agenda item for the City Council authority to clean private property.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	CITYWIDE																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	To be determined pending execution of contracts.																																													
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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## **MEMORANDUM**

**TO:** Mayor Choke A. Lumumba

**Via:** Jhai Keeton  
Interim Director, Planning and Development

**From:** Community Improvement  
Planning and Development

**DATE:** February 15, 2024

**Re:** Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/1/24

## OFFICE OF THE CITY ATTORNEY

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This 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, 23-1690, 22-393, 22-1939, 24-140, 22-391, 24-88, 24-129, 22-2539, 23-63, 21-123, 22-273, 22-2199, 22-625, 23-2132, 23-301, 23-329, 23-2313, 23-496, 23-307, 23-2040, 22-1426, 22-369, 23-2659, 23-2819, 23-2806, 23-2779, 22-196, 21-1184, 23-1710, 22-1266, 22-1843, 23-1533, 22-1842, 23-2208, 22-213, 23-2591, 21-1961, 22-40, 22-2197, 22-2191, 22-2198, 23-181, 23-151, 20-272, 22-2188, 22-821, 22-1863, 22-1536, 22-1628, 22-1539, 23-635, 24-128, 24-130, 24-131, 24-53 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/1/24  
\_\_\_\_\_  
Date

4



OFFICE OF THE CITY ATTORNEY  
3/27/24

**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.

ITEM# \_\_\_\_\_

AGENDA \_\_\_\_\_

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/13/23  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																														
1.	Brief Description/Purpose	This is Community Improvement regular agenda item for the City Council authority to clean private property.																																														
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. <b>Crime Prevention</b> 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																														
3.	Who will be affected	All City of Jackson residents																																														
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																														
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																														
6.	Location: ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE																																														
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																														
8.	COST	To be determined pending execution of contracts.																																														
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING																																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>		ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																								

## **MEMORANDUM**

**TO:** Mayor Choke A. Lumumba

**Via:** Chloe Dotson  
Director, Planning and Development

**From:** Community Improvement  
Planning and Development

**DATE:** December 13, 2023

**Re:** Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.



Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

*Handwritten:* Bill 3/27/24

## OFFICE OF THE CITY ATTORNEY

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This 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, 22-118, 22-2560, 22-2558, 22-2543, 22-2182, 22-2180, 22-2169, 22-1856, 22-1855, 22-1629, 22-1474, 22-927, 22-832, 22-311, 22-309, 21-957, 21-790, 21-776, 23-1260, 23-826, 21-1723, 22-824, 23-2615, 21-1935, 23-2295, 23-1795, 23-1231 is legally sufficient for placement in NOVUS Agenda.

*Handwritten signature of Drew Martin*  
\_\_\_\_\_  
Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

*Handwritten signature of Kristie Metcalfe*  
\_\_\_\_\_

*Handwritten date: 4/16/24*  
\_\_\_\_\_  
Date

**COMMUNITY IMPROVEMENT DIVISION  
ADMINISTRATIVE HEARING DOCKET  
COURTROOM #131**

**DATE: November 28, 2023**

**TIME: 9:00 A.M.**

ITEM #	CASE NUMBER	PROPERTY ADDRESS/WARD	MAP & PARCEL	VIOLATION(S)	PROPERTY OWNER(S) # PRIOR CASES COST TO COJ	CODE OFFICER	HEARING OFFICER RECOMMENDATION
1.	CE-23-2484	110 ALTA WOODS BLVD 5	214-6	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	JTS CAPITAL REALTY 2 LLC 5	BRUNSON	PASSED PER LEGAL
2.	CE-23-1933	2712 TERRY RD 7	606-10	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.	ARCHLAND PROPERTY I LLC 0	BRUNSON	PASSED PER LEGAL
3.	CE-22-444	1109 MCDOWELL CIR 6	633-58	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.	RICE ANTHONY 9	BRUNSON	PASSED PER LEGAL
4.	CE-23-1777	210 MAPLE ST 7	95-13	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.	JRMM PROPERTIES INC 1	BRUNSON	PASSED PER LEGAL

5.	✓ CE-23-2155	✓ 138 BAYBURY LN 6	✓ 873-162	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	HOGAN JOHN R 1	BRUNSON	PASSED PER LEGAL Adj - M AC 12/28/23 P-ASO P-9507
6.	CE-23-1995	1915 QUEENSROAD AVE 4	414-217	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	CLAYBON DOROTHY L 2	BRUNSON	PASSED PER LEGAL Adj - M AC 12/28/23 P-ASO P-9507
7.	✓ CE-22-118	112 ROCK GLEN PL 2	721-386	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	LINDSEY ROBERT L JR 4	BRUNSON	PASSED PER LEGAL P-9507
8.	<del>CE-23-545</del>	312 CUMMINS ST 5	208-6-4	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.	SFR3-050 LLC 0	BRUNSON	PASSED PER LEGAL
9.	CE-23-510	1657 MORSON RD 4	824-353	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.	THOMAS ERICA 4	BRUNSON	PASSED PER LEGAL
10.	<del>CE-23-394</del>	2555 BELVEDERE DR 6	210-92	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.	NGUYEN HUNG 0	BRUNSON	closed 66939
11.	✓ CE-22-2560	✓ 1882 SHADY LANE DR 6	✓ 634-207	Remove trash and debris.	GATLIN ANGELA 1	COLLINS	Adj - M AC 66933, P-ASO

12.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1770 SHADY LANE DR 6	<input checked="" type="checkbox"/>	635-513	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	AUSTINS INVESTMENTS LLC 3	COLLINS	Adj-M AC 66984, 66977, P- \$500
13.			1709 SHADY LANE DR 6		635-504	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	PMT PROPERTIES LLC 0	COLLINS	Closed
14.			1710 SHADY LANE DR 6		635-508	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	DBOIDS HOLDINGS LLC 0	COLLINS	Closed
15.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	719 WINN ST 6	<input checked="" type="checkbox"/>	211-161	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	FUNCHES TONY EST 1	COLLINS	Adj-M AC 67035
16.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1070 DORGAN ST 6	<input checked="" type="checkbox"/>	211-297	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	SMITH CARLO 2	COLLINS	Adj-M AC 67066, 67081, 67041, 67072, 67073, 67074, 67075, 67076, 67077, 67078, 67079, 67080, 67081, 67082, 67083, 67084, 67085, 67086, 67087, 67088, 67089, 67090, 67091, 67092, 67093, 67094, 67095, 67096, 67097, 67098, 67099, 67100, 67101, 67102, 67103, 67104, 67105, 67106, 67107, 67108, 67109, 67110, 67111, 67112, 67113, 67114, 67115, 67116, 67117, 67118, 67119, 67120, 67121, 67122, 67123, 67124, 67125, 67126, 67127, 67128, 67129, 67130, 67131, 67132, 67133, 67134, 67135, 67136, 67137, 67138, 67139, 67140, 67141, 67142, 67143, 67144, 67145, 67146, 67147, 67148, 67149, 67150, 67151, 67152, 67153, 67154, 67155, 67156, 67157, 67158, 67159, 67160, 67161, 67162, 67163, 67164, 67165, 67166, 67167, 67168, 67169, 67170, 67171, 67172, 67173, 67174, 67175, 67176, 67177, 67178, 67179, 67180, 67181, 67182, 67183, 67184, 67185, 67186, 67187, 67188, 67189, 67190, 67191, 67192, 67193, 67194, 67195, 67196, 67197, 67198, 67199, 67200, 67201, 67202, 67203, 67204, 67205, 67206, 67207, 67208, 67209, 67210, 67211, 67212, 67213, 67214, 67215, 67216, 67217, 67218, 67219, 67220, 67221, 67222, 67223, 67224, 67225, 67226, 67227, 67228, 67229, 67230, 67231, 67232, 67233, 67234, 67235, 67236, 67237, 67238, 67239, 67240, 67241, 67242, 67243, 67244, 67245, 67246, 67247, 67248, 67249, 67250, 67251, 67252, 67253, 67254, 67255, 67256, 67257, 67258, 67259, 67260, 67261, 67262, 67263, 67264, 67265, 67266, 67267, 67268, 67269, 67270, 67271, 67272, 67273, 67274, 67275, 67276, 67277, 67278, 67279, 67280, 67281, 67282, 67283, 67284, 67285, 67286, 67287, 67288, 67289, 67290, 67291, 67292, 67293, 67294, 67295, 67296, 67297, 67298, 67299, 67300, 67301, 67302, 67303, 67304, 67305, 67306, 67307, 67308, 67309, 67310, 67311, 67312, 67313, 67314, 67315, 67316, 67317, 67318, 67319, 67320, 67321, 67322, 67323, 67324, 67325, 67326, 67327, 67328, 67329, 67330, 67331, 67332, 67333, 67334, 67335, 67336, 67337, 67338, 67339, 67340, 67341, 67342, 67343, 67344, 67345, 67346, 67347, 67348, 67349, 67350, 67351, 67352, 67353, 67354, 67355, 67356, 67357, 67358, 67359, 67360, 67361, 67362, 67363, 67364, 67365, 67366, 67367, 67368, 67369, 67370, 67371, 67372, 67373, 67374, 67375, 67376, 67377, 67378, 67379, 67380, 67381, 67382, 67383, 67384, 67385, 67386, 67387, 67388, 67389, 67390, 67391, 67392, 67393, 67394, 67395, 67396, 67397, 67398, 67399, 67400, 67401, 67402, 67403, 67404, 67405, 67406, 67407, 67408, 67409, 67410, 67411, 67412, 67413, 67414, 67415, 67416, 67417, 67418, 67419, 67420, 67421, 67422, 67423, 67424, 67425, 67426, 67427, 67428, 67429, 67430, 67431, 67432, 67433, 67434, 67435, 67436, 67437, 67438, 67439, 67440, 67441, 67442, 67443, 67444, 67445, 67446, 67447, 67448, 67449, 67450, 67451, 67452, 67453, 67454, 67455, 67456, 67457, 67458, 67459, 67460, 67461, 67462, 67463, 67464, 67465, 67466, 67467, 67468, 67469, 67470, 67471, 67472, 67473, 67474, 67475, 67476, 67477, 67478, 67479, 67480, 67481, 67482, 67483, 67484, 67485, 67486, 67487, 67488, 67489, 67490, 67491, 67492, 67493, 67494, 67495, 67496, 67497, 67498, 67499, 67500
17.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	756 DORGAN ST 6	<input checked="" type="checkbox"/>	211-128	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	GENES CHANTA M 4	COLLINS	Adj-M AC 67075, 67076, 67077, 67078, 67079, 67080, 67081, 67082, 67083, 67084, 67085, 67086, 67087, 67088, 67089, 67090, 67091, 67092, 67093, 67094, 67095, 67096, 67097, 67098, 67099, 67100, 67101, 67102, 67103, 67104, 67105, 67106, 67107, 67108, 67109, 67110, 67111, 67112, 67113, 67114, 67115, 67116, 67117, 67118, 67119, 67120, 67121, 67122, 67123, 67124, 67125, 67126, 67127, 67128, 67129, 67130, 67131, 67132, 67133, 67134, 67135, 67136, 67137, 67138, 67139, 67140, 67141, 67142, 67143, 67144, 67145, 67146, 67147, 67148, 67149, 67150, 67151, 67152, 67153, 67154, 67155, 67156, 67157, 67158, 67159, 67160, 67161, 67162, 67163, 67164, 67165, 67166, 67167, 67168, 67169, 67170, 67171, 67172, 67173, 67174, 67175, 67176, 67177, 67178, 67179, 67180, 67181, 67182, 67183, 67184, 67185, 67186, 67187, 67188, 67189, 67190, 67191, 67192, 67193, 67194, 67195, 67196, 67197, 67198, 67199, 67200, 67201, 67202, 67203, 67204, 67205, 67206, 67207, 67208, 67209, 67210, 67211, 67212, 67213, 67214, 67215, 67216, 67217, 67218, 67219, 67220, 67221, 67222, 67223, 67224, 67225, 67226, 67227, 67228, 67229, 67230, 67231, 67232, 67233, 67234, 67235, 67236, 67237, 67238, 67239, 67240, 67241, 67242, 67243, 67244, 67245, 67246, 67247, 67248, 67249, 67250, 67251, 67252, 67253, 67254, 67255, 67256, 67257, 67258, 67259, 67260, 67261, 67262, 67263, 67264, 67265, 67266, 67267, 67268, 67269, 67270, 67271, 67272, 67273, 67274, 67275, 67276, 67277, 67278, 67279, 67280, 67281, 67282, 67283, 67284, 67285, 67286, 67287, 67288, 67289, 67290, 67291, 67292, 67293, 67294, 67295, 67296, 67297, 67298, 67299, 67300, 67301, 67302, 67303, 67304, 67305, 67306, 67307, 67308, 67309, 67310, 67311, 67312, 67313, 67314, 67315, 67316, 67317, 67318, 67319, 67320, 67321, 67322, 67323, 67324, 67325, 67326, 67327, 67328, 67329, 67330, 67331, 67332, 67333, 67334, 67335, 67336, 67337, 67338, 67339, 67340, 67341, 67342, 67343, 67344, 67345, 67346, 67347, 67348, 67349, 67350, 67351, 67352, 67353, 67354, 67355, 67356, 67357, 67358, 67359, 67360, 67361, 67362, 67363, 67364, 67365, 67366, 67367, 67368, 67369, 67370, 67371, 67372, 67373, 67374, 67375, 67376, 67377, 67378, 67379, 67380, 67381, 67382, 67383, 67384, 67385, 67386, 67387, 67388, 67389, 67390, 67391, 67392, 67393, 67394, 67395, 67396, 67397, 67398, 67399, 67400, 67401, 67402, 67403, 67404, 67405, 67406, 67407, 67408, 67409, 67410, 67411, 67412, 67413, 67414, 67415, 67416, 67417, 67418, 67419, 67420, 67421, 67422, 67423, 67424, 67425, 67426, 67427, 67428, 67429, 67430, 67431, 67432, 67433, 67434, 67435, 67436, 67437, 67438, 67439, 67440, 67441, 67442, 67443, 67444, 67445, 67446, 67447, 67448, 67449, 67450, 67451, 67452, 67453, 67454, 67455, 67456, 67457, 67458, 67459, 67460, 67461, 67462, 67463, 67464, 67465, 67466, 67467, 67468, 67469, 67470, 67471, 67472, 67473, 67474, 67475, 67476, 67477, 67478, 67479, 67480, 67481, 67482, 67483, 67484, 67485, 67486, 67487, 67488, 67489, 67490, 67491, 67492, 67493, 67494, 67495, 67496, 67497, 67498, 67499, 67500
18.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	921 DORGAN ST 6	<input checked="" type="checkbox"/>	211-327	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.	GARNER KEONATY 3	COLLINS	Adj-M AC 67103, 67097, 67080
19.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	819 DORGAN ST 6	<input checked="" type="checkbox"/>	211-27	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	RUCKER TJUAN 2	COLLINS	Adj-M AC 67134, 67127 P- \$500

20.	✓	CE-22-1855	✓	818 DORGAN ST 6	✓	211-131	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	WADFORD MONESSA L 4	COLLINS	Adj-M AC 67172, 67165, 67141 P-#500
21.	✓	CE-22-1629	✓	750 WINN ST 6	✓	211-39	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.	JST NELSON FABIAN 1	COLLINS	Adj-M 90 days 2/26/22 P-#500
22.	✓	CE-22-1509	✓	2212 BELVEDERE DR 6	✓	212-2	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	1951 SHADY LANE LLC 2	COLLINS	Complete 67219 CLOSED
23.	✓	CE-22-1474	✓	2562 BELVEDERE DR 6	✓	210-104	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.	MARSH MARY 0	COLLINS	Adj-M AC P-#500
24.	✓	CE-22-927	✓	945 MYRTLEWOOD DR 6	✓	211-213	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	FULTZ CHARLES 2	COLLINS	Adj-M AC P-#500
25.	✓	CE-22-832	✓	1335 DORGAN ST 6	✓	633-366	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	KINGDOM MANAGEMENT GROUP LLC 0	COLLINS	Adj-M AC P-#500
26.	✓	CE-22-524	✓	2004 BELVEDERE DR 6	✓	212-18	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	ONOME A IGHOAVODHA 2	COLLINS	CLOSED
27.	✓	CE-22-414	✓	905 VALENCIA ST 6	✓	631-50	Remove trash and debris.	LOFTON RHONDA M 2	COLLINS	66793 Closed

28.	✓ CE-22-311	✓ 801 WINN ST 6	211-42	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.	BROOME REBECCA 1	COLLINS	Adj-M 668236681 Del. AC of not \$500
29.	✓ CE-22-309	✓ 716 WINN ST 6	211-159	Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	TRICE ALGERNON 5	COLLINS	Adj-M AC 66830 P-\$750
30.				Remove trash and debris.	WEGHORST MATTHEW 2	COLLINS	Pass, mailed to wrong address in Pearl CLOSED
31.	✓ CE-22-73	1746 SHADY LANE DR 6	635-517	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.	WHITEHEAD MITCHEL R EST 2	COLLINS	Adj-M AC 66878, 66861 P-\$750
32.	✓ CE-21-957	855 REAVES ST 6	211-71	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	YOUNG JERALDINE 2	COLLINS	Adj-M AC 66885 P-\$500
33.	✓ CE-21-790	1922 BELVEDERE DR 6	212-24	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	ALABASTER CHURCH OF GOD IN CHRIST 2	COLLINS	Adj-M AC 66908 P-\$500
34.	✓ CE-21-776	2520 GUNDA ST 6	211-2	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.	SANDERS ANTWON 5	COLLINS	PASSED PER LEGAL
	✓ CE-23-1671	921 BLOOM ST 7	74-67-2			GRANT	

35.	CE-23-1597	923 BLOOM ST 7	74-15	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.	PROCTOR HANNAH M EST 2	GRANT	PASSED PER LEGAL
36.	CE-23-796	5631 GLADEWOOD DR 1	504-674	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.	WINDER-LIVERMORE SHELLY 0	GRANT	PASSED PER LEGAL
37.	CE-21-1797	4017 PINE HILL DR 7	54-236	Remove trash and debris.	DENNYSS LLC 0	GRANT	PASSED PER LEGAL
38.	CE-23-1223	3410 OLD CANTON RD 7	3-16	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	LUONG TRAN FAMILY TRUST 0	GRANT	PASSED PER LEGAL CLOSED
39.	✓ CE-23-1260	✓ 4112 DEL ROSA 3	✓	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	<i>Mark Suddeth</i> 4112 DEL ROSA TRUST 1	GRANT	PASSED PER LEGAL <i>Adj - m 30 days ✓ done 12/6/23 self not p-9500</i>
40.	CE-22-675	5805 PEPPER RIDGE RD 1	429-332	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.	EQUITY TRUST FBO MJASIRI SHUJAA 1	GRANT	PASSED PER LEGAL
41.	CE-22-237	737 ROBINHOOD RD 3	431-119	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	WELLS FARGO BANK N A 3	GRANT	PASSED PER LEGAL

42.	CE-23-396	5821 KINDER DR 1	564-206	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	BARRON HOWARD W EST 2	GRANT	PASSED PER LEGAL  CLOSED
43.	CE-22-2456	5125 SEDGWICK DR 1	565-168	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	LEWIS SHERINA C 1	GRANT	PASSED PER LEGAL
44.	CE-22-100	5780 SEDGWICK DR 1	564-158	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	MOORE MARIE 0	GRANT	PASSED PER LEGAL
45.	CE-23-1843	0 STILLWOOD DR 3	430-65-1	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	LYNCH STREET DEVELOPMENT LLC 7	GRANT	PASSED PER LEGAL
46.	CE-22-858	3621 LAMPTON AVE 3	425-438	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	DRAKE WALTER EST & VERLEAN EST 0	GRANT	PASSED PER LEGAL
47.	CE-23-496	656 CHOCTAW RD 7	430-342	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. Remove trash and debris.	VERHOEVEN RENE 3	GRANT	PASSED PER LEGAL
48.	CE-23-770	5508 QUEEN ELIZABETH LN 4	642-113	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	CHILDRESS GENELEY 0	GRANT	PASSED PER LEGAL
						MCDONALD	



49.	CE-23-823	6543 GEORGE WASHINGTON DR 2	805-137-10	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.	RATCLIFF OZIE B 4	MCDONALD	PASSED PER LEGAL
50.	CE-23-1242	5505 QUEEN MARY LN 4	642-114	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.	JOHNSON JASMINE 3	MCDONALD	PASSED PER LEGAL
51.	CE-22-2377	0 NORTHSIDE DR 3	427-25	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	HOLLY SANDRA F REV FAMILY TRUST 2	MCDONALD	PASSED PER LEGAL
52.	CE-23-683	6741 HARRY S TRUMAN DR 2	804-671	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	HCM HOLDINGS LLC 8	MCDONALD	PASSED PER LEGAL
53.	CE-23-1299	6762 HARRY S TRUMAN DR 2	804-703	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.	WEATHERSBY MELINDA 0	MCDONALD	PASSED PER LEGAL
54.	CE-23-826	5115 CLINTON BLVD 4	637-150	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.	WHITE PAUL M & CAROLYN E 1	MCDONALD	PASSED PER LEGAL Adj - M 60 days 1/27/24 CP mt p - \$500
55.	CE-22-203	6560 GEORGE WASHINGTON DR 2	805-177	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.	JOHNSON WILLIE JR EST 4	MCDONALD	PASSED PER LEGAL

56.	CE-23-1395	608 QUEEN JULIANNA LN 2	810-30	Cut grass, weeds, shrubbery, fence line, bushes, and saplings. Remove trash and debris.	HABITAT FOR HUMANITY 4	MCDONALD	PASSED PER LEGAL
57.	CE-21-580	5354 QUEEN MARY LN 4	642-164	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.	HULITT BETTY 6	MCDONALD	PASSED PER LEGAL
58.	CE-21-1723	2736 BAILEY AVE 3	103-7	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.	FIVE STAR PROPERTIES LLC 0 <i>Alaeddin Aldini</i>	MCDONALD	PASSED PER LEGAL <i>Adj - M 30 days - cur 12/28/23 cf not 1-1-200</i>
59.	CE-22-2316	324 SYLVAN TRAIL 4	813-58	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.	SPOKEN WORD MINISTRY 8	MCDONALD	PASSED PER LEGAL
60.	CE-22-2231	143 LYNN AVE 3	117-8	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.	BURLEY JERMICK C 3	MCDONALD	PASSED PER LEGAL
61.	CE-22-824	0 LADD ST 4	815-25	Cut grass, weeds, shrubbery, fence line, bushes, and saplings. Remove trash and debris.	HARRIS ALICE M 4	SCOTT	PASSED PER LEGAL <i>Adj - M 14 days - cur 66744 12/12/23 cf not 1-1-200</i>
62.	CE-22-1202	4287 RICHMOND CIR 0	308-228	Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.	JOHNSON MIKE JR 0	SCOTT	PASSED PER LEGAL

63.	CE-22-863	1003 WYNNWOOD DR 5	303-54	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.	SONADOR REI LLC 6	SCOTT	CLOSED RBO
64.	CE-22-1473	1704 LINDEN PL 7	9-135	Cut grass, weeds, shrubbery, fence line, bushes, and saplings. Remove trash and debris.	MIZE LANA P 0	SCOTT	PASSED PER LEGAL
65.	CE-23-2379	1052 TERRACE AVE 5	303-47	Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings.	PROTHRO DAVID & KAREN 6	SCOTT	PASSED PER LEGAL
66.	CE-23-1030	303 S DENVER ST 5	126-16-6	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	GILMORE SHELBY JR 1	SCOTT	PASSED PER LEGAL
67.	CE-23-2615	1736 REDDIX ST 4	825-110	Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings.	NASH DAPHNE J & SHANNON EDDIE L 4	SCOTT	PASSED PER LEGAL AD - M 30 days - OK 12/28/23 MKT P - \$50 ✓
68.	CE-23-1579	202 NIMITZ ST 4	306-156	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.	JOHNSON PAMELA 1	SCOTT	PASSED PER LEGAL
69.	CE-23-1636	231 TEXAS AVE 5	116-29	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	WELLS ALDORA EST 0	SCOTT	PASSED PER LEGAL
70.	CE-21-1935	133 PINE LAWN PL 5	209-27	Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	BANKS DANIEL & ANTONIO 2	SCOTT	PASSED PER LEGAL Add Ad - 60 days - OK 12/24/23 ✓ MKT P - \$50 ✓

71.	CE-23-1913	713 LINDSEY DR 5	629-40	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	DMS INVESTMENT GROUP LLC 3	SCOTT	CLOSED
72.	CE-23-2295	3895 METRO DR 5	824-557	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.	JAMILA MOHAMMED H <i>Jamilah Mohammed</i>	SCOTT	PASSED PER LEGAL <i>Adj - M 2/14/23 12/19/23 C/L not P - 9500</i>
73.	CE-22-2009	1010 WESTHAVEN BLVD 4	822-450	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.	PENA ROSA I 5	SCOTT	PASSED PER LEGAL
74.	CE-23-2318	1020 WESTHAVEN BLVD 4	822-440	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	SMITH DENNIS 4	SCOTT	PASSED PER LEGAL
75.	CE-23-849	349 N PRENTISS ST 5	114-153	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.	SMITH JAMIE M 8	SCOTT	PASSED PER LEGAL
76.	CE-22-575	237 S PRENTISS ST 5	126-6-1	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.	ALPHA & OMEGA CHURCH 6	SCOTT	PASSED PER LEGAL
77.	CE-22-110	123 PINE LAWN PL 5	209-26	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.	COLEMAN-JACK KELLY D 7	WHITE	PASSED PER LEGAL

78.	CE-22-112	124 PINE LAWN PL 5	209-59	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.	AGH PROPERTIES LLC 4	WHITE	PASSED PER LEGAL
79.	CE-22-109	212 PINE LAWN PL 5	209-45	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	CLIFTON GAINWELL 0	WHITE	PASSED PER LEGAL
80.	CE-23-1795	850 BRANDON AVE 5	128-178	Remove trash and debris.	FULGHAM CARROLL G ETAL 6	WHITE	PASSED PER LEGAL Adj - M. Williams 12/29/11 off mtg P-850
81.	CE-21-357	532 DERRICK ST 3	104-172-1	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.	WASHINGTON JESSE D SR & FANNIE 2	WHITE	PASSED PER LEGAL
82.	CE-22-277	1122 VALLEY ST 5	160-28	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. Remove trash and debris.	GOLDEN ANTHONY 7	WHITE	PASSED PER LEGAL
83.	CE-23-514	5150 LIVINGSTON RD 2	721-11	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	DAVIS HERMAN 1	WHITE	CLOSED
84.	CE-23-1231	308 DOWNING ST 7	53-41-1	Remove trash and debris.	PHILLIPS STEPHEN S 2	WHITE	PASSED PER LEGAL Adj - RT 30 days 12/28/12 P-850

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**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 26, 2024 10:00 A.M.**

**1316**

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**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 March 26, 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 (via teleconference); 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. Ernest Smith of True Believers in Christ Church, Ward 3**.

\* \* \* \* \*

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

\* \* \* \* \*

**Note: Council Member Stokes** joined the meeting.

\* \* \* \* \*

The following announcements were provided to open the meeting:

- **Vice President Lee** announced the following:
  - Recognized Betty Cook, Larita Cooper-Stokes, Margaret Barrett-Simone and Virgi Lindsay in honor of Women’s Month.

\* \* \* \* \*

The following individual provided public comments during the meeting:

- **Lee Bernard** expressed concerns regarding the rising cost of water in the City of Jackson.

\* \* \* \* \*

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 02, 2022, IN CASE NUMBER CE-21-866.**

**WHEREAS**, administrative hearing was held on July 12, 2022, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

**WHEREAS**, on August 02, 2022 the governing authorities passed a resolution approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

**WHEREAS**, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities’ adjudication; and



**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 26, 2024 10:00 A.M.**

**1317**

**WHEREAS**, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

**WHEREAS**, costs were incurred as a result of the employment of the contract labor; and

**WHEREAS**, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

**NOW, BE IT THEREFORE RESOLVED** that the following costs and penalties are assessed in the following cases:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON DECEMBER 19, 2023								
Case No.	Assessed Owner	Address/Zip/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
CE-21-866	MADKINS CHRISTOPHER B 1101 WADSWORTH DR RICHMOND, VA 23236	5478 QUEEN MARY LN / 39209/ WARD 4	642-116	\$5,925.00	\$592.00	\$1,000.00	\$7,517.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPEORTY IS CLEAR AN FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.
<b>GRAND TOTAL</b>							<b>\$7,517.00</b>	

**IT IS FURTHER RESOLVED** that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become liens against the parcels stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

**IT IS FURTHER RESOLVED** that the liens stated may be enrolled in the office of the Chancery Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Mississippi Code Section 21-19-11(4)(a).

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE PARCEL #837-166-2 – \$6,438.00.**

**WHEREAS**, on May 23, 2023, the Jackson City Council approved a 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 following an administrative hearing held on February 28, 2023 for case #CE-22-116 located at 2343 Hickory Drive parcel #837-166-2 in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2343 Hickory Drive; and

**WHEREAS**, Love Trucking Co., Inc. submitted the lowest bid of \$6,438.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires,

crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2343 Hickory Drive in an amount not to exceed \$6,438.00; and

**WHEREAS**, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Drive, Jackson, Mississippi 39206, according to the information appearing on the Mississippi Secretary of State's website.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 2343 Hickory Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to \$6,438.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-323 LOCATED AT 2148 MARTIN LUTHER KING JR. DRIVE – PARCEL #104-176-50 – \$3,499.00.**

**WHEREAS**, the State of Mississippi received 2148 Martin Luther King Jr. Drive due to delinquent taxes; and

**WHEREAS**, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

**WHEREAS**, on February 10, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-23-323 located at 2148 Martin Luther King Jr. Drive parcel #104-176-50 in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

**WHEREAS**, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

**WHEREAS**, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2148 Martin Luther King Jr. Drive for the sum of \$3,499.00; and

**WHEREAS**, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website; and

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2148 Martin Luther King Jr. Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$3,499.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

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

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**President Banks** recognized **Council Member Stokes** who moved, seconded by **Council Member Foote**, to remove said item from the Consent Agenda and add to the Regular Agenda for discussion. The motion prevailed by the following vote:

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-282 LOCATED AT 2454 VERNON AVE PARCEL #837-13 – \$6,990.00.**

**WHEREAS**, on May 23, 2023, the Jackson City Council approved a 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 following an administrative hearing held on February 28, 2023 for case #CE-22-282 located at 2454 Vernon Ave. parcel #837-13 in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2454 Vernon Ave. and

**WHEREAS**, Love Trucking Co., Inc., submitted the lowest bid of \$6,990.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, upon receipt of a written Notice to Proceed Love Trucking Co., Inc. through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2454 Vernon Ave. in an amount not to exceed \$6,990.00; and

**WHEREAS**, Love Trucking Co., Inc., Inc. has a principal office located at 761 Woodlake Drive, Jackson, Mississippi 39206, according to the information appearing on the Mississippi Secretary of State’s website.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 2454 Vernon Ave. deemed to be a menace to public health, safety, and welfare.

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**IT IS FURTHER HEREBY ORDERED** that a sum not to \$6,990.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-336 LOCATED AT 2434 VERNON DRIVE – PARCEL #837-11 – \$8,888.00.**

**WHEREAS**, the State of Mississippi received 2434 Vernon Drive due to delinquent taxes; and

**WHEREAS**, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

**WHEREAS**, on August 17, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-336 located at 2434 Vernon Drive parcel #837-11 in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

**WHEREAS**, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

**WHEREAS**, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2434 Vernon Drive for the sum of \$8,888.00; and

**WHEREAS**, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State’s website.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2434 Vernon Drive deemed to be a menace to public health, safety, and welfare;

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$8,888.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

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

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

Nays – None.  
Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-721 LOCATED AT 2269 HICKORY DRIVE – PARCEL #837-178-1 – \$8,900.00.**

**WHEREAS**, the State of Mississippi received 2269 Hickory Drive due to delinquent taxes; and

**WHEREAS**, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

**WHEREAS**, on June 10, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-721 located at 2269 Hickory Drive parcel #837-178-1 in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

**WHEREAS**, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

**WHEREAS**, Four Seasons Enterprises, LLC submitted the next lowest bid and through its Member, Robert Love, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2269 Hickory Drive for the sum of \$8,900.00; and

**WHEREAS**, Four Seasons Enterprises, LLC has a principal office address of 5822 Canton Park Drive Jackson, Mississippi 39211 according to the information appearing on the Mississippi Secretary of State’s website.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a contract with Four Seasons Enterprises, LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2269 Hickory Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$8,900.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from funds budgeted for the Division.

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-172 LOCATED AT 1804 UNIVERSITY BOULEVARD – PARCEL #201-75 – \$9,438.00.**

**WHEREAS**, the State of Mississippi received 1804 University Boulevard due to delinquent taxes; and

**WHEREAS**, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

**WHEREAS**, on April 19, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-172 located at 1804 University Boulevard parcel #201-75 in Ward 7 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

**WHEREAS**, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

**WHEREAS**, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1804 University Boulevard for the sum of \$9,438.00; and

**WHEREAS**, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1804 University Boulevard deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$9,438.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-73 LOCATED AT 3105 ADRIENNE DRIVE – PARCEL #622-173 – \$7,005.00.**

**WHEREAS**, the State of Mississippi received 3105 Adrienne Drive due to delinquent taxes; and

**WHEREAS**, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

**WHEREAS**, on June 22, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-73 located at 3105 Adrienne Drive parcel #622-173 in Ward 6 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

**WHEREAS**, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

**WHEREAS**, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 3105 Adrienne Drive for the sum of \$7,005.00; and

**WHEREAS**, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 3105 Adrienne Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$7,005.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – None.

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**President Banks** requested that the Clerk read Agenda Item No. 5:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM**

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**OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-323 LOCATED AT 2148 MARTIN LUTHER KING JR. DRIVE – PARCEL #104-176-50 – \$3,499.00.**

**WHEREAS**, the State of Mississippi received 2148 Martin Luther King Jr. Drive due to delinquent taxes; and

**WHEREAS**, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

**WHEREAS**, on February 10, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-23-323 located at 2148 Martin Luther King Jr. Drive parcel #104-176-50 in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

**WHEREAS**, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

**WHEREAS**, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2148 Martin Luther King Jr. Drive for the sum of \$3,499.00; and

**WHEREAS**, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State’s website.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2148 Martin Luther King Jr. Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$3,499.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

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

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**President Banks** recognized **Drew Martin, City Attorney**, who provided a brief overview of said item.

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

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

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There came on for Introduction, Agenda Item No. 11:

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATIONS OF DEPUTY**  
**MINUTE BOOK 6Y**



**CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34.** President Banks stated that said item would be referred to the Finance Committee.

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President Banks requested that Agenda Item No. 15 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDER RATIFYING THE ACCEPTANCE OF CODING AND SUPPLEMENT SERVICES FOR THE CODE OF ORDINANCES FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT TO CIVICPLUS, LLC IN THE AMOUNT OF ONE THOUSAND SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$1,724.56).**

WHEREAS, on October 25, 2022 the governing authorities for the city of Jackson authorized the mayor to execute a one-year agreement with CivicPlus, LLC to provide coding and supplement service for the Code of Ordinances for the city; and

WHEREAS, the Department of Municipal Clerk represents that the contract with CivicPlus, LLC has expired; and

WHEREAS, on February 29, 2024, the Department of Municipal Clerk received an Invoice from CivicPlus, LLC, as follows:

Qty	Item	Start Date	End Date
82	Municode Pages	2/28/2024	2/28/2024
1	Municode Electronic Media Options per Supplement	2/28/2024	2/28/2024
1	Municode Freight	2/28/2024	2/28/2024
Total			\$1,725.56

WHEREAS, CivicPlus, LLC provided coding and supplement service for the city of Jackson on February 28, 2024, for the Department of Municipal Clerk, totaling One Thousand Seven Hundred Twenty-Five Dollars and Fifty-Six Cents.

**IT IS HEREBY ORDERED** that the acceptance of coding and supplement service from CivicPlus, LLC to the city of Jackson’s Department of Municipal Clerk is hereby ratified, and payment in the amount of One Thousand Seven Hundred Twenty-Five Dollars and Fifty-Six Cents for the provisions of said services is authorized.

Council Member Stokes moved adoption; Vice President Lee seconded.

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President Banks recognized Angel Harris, Municipal Clerk, who provided a brief overview of said item.

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President Banks recognized Vice President Lee who moved; seconded by Council Member Stokes to amend said item in the 1<sup>st</sup> WHEREAS to change the date from “October 25, 2022” to “October 25, 2023”. The motion prevailed by the following vote:

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

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

**ORDER RATIFYING THE ACCEPTANCE OF CODING AND SUPPLEMENT SERVICES FOR THE CODE OF ORDINANCES FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT TO CIVICPLUS, LLC IN THE AMOUNT OF ONE THOUSAND SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$1,724.56).**

**WHEREAS**, on October 25, 2023 the governing authorities for the city of Jackson authorized the mayor to execute a one-year agreement with CivicPlus, LLC to provide coding and supplement service for the Code of Ordinances for the city; and

**WHEREAS**, the Department of Municipal Clerk represents that the contract with CivicPlus, LLC has expired; and

**WHEREAS**, on February 29, 2024, the Department of Municipal Clerk received an Invoice from CivicPlus, LLC, as follows:

Qty	Item	Start Date	End Date
82	Municode Pages	2/28/2024	2/28/2024
1	Municode Electronic Media Options per Supplement	2/28/2024	2/28/2024
1	Municode Freight	2/28/2024	2/28/2024
Total			\$1,725.56

**WHEREAS**, CivicPlus, LLC provided coding and supplement service for the city of Jackson on February 28, 2024, for the Department of Municipal Clerk, totaling One Thousand Seven Hundred Twenty-Five Dollars and Fifty-Six Cents.

**IT IS HEREBY ORDERED** that the acceptance of coding and supplement service from CivicPlus, LLC to the city of Jackson’s Department of Municipal Clerk is hereby ratified, and payment in the amount of One Thousand Seven Hundred Twenty-Five Dollars and Fifty-Six Cents for the provisions of said services is authorized.

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER APPROVING CLAIMS NUMBER 30045 to 30088 APPEARING AT PAGES 290 TO 309 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$1,378,615.70 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30045 to 30088 appearing at pages 290 to 309, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$1,378,615.70 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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	509,125.80
PARKS & RECR. FUND	48,769.62
LANDFILL/SANITATION FUND	1,983.15
STATE TORT CLAIMS FUND	950.00
REPAIR & REPLACEMENT FUND	6,810.16

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 26, 2024 10:00 A.M.**

1327

EMPLOYEES GROUP INSURANCE FUND	31,681.12
HOUSING COMM DEV ACT (CDBG) FD	5,751.06
UNEMPLOYMENT COMPENSATION REVO	8,320.00
H O P W A GRANT – DEPT OF HUD	77,030.86
INFRASTRUCTURE BOND 2020 \$32M	9,106.10
1% INFRASTRUCTURE TAX	335,034.31
TRANSPORTATION FUND	20,299.95
JXN CONVENTION & VISITORS BUR	267,559.97
RESURFACING-REPAIR & REPL. FD	5,977.14
MODERNIZATION TAX	16,465.50
ZOOLOGICAL PARK	5,307.45
LIBRARY FUND	9,453.50
DFA-EUBANKS HB1353	17,208.66
MDOT-CMPDD PROJECTS	1,781.35
<b>TOTAL</b>	<b><u>\$1,378,615.70</u></b>

Vice President Lee moved adoption; Council Member Lindsay seconded.

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President Banks recognized Fidelis Malembeka, Chief Financial Officer, who provided a brief overview of larger claims at the request of President Banks.

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President Banks recognized Fidelis Malembeka, Chief Financial Officer, who recommended an amendment on claims to add payments to Civic Plus, LLC in the amount of \$1,724.56, and Westland Plaza in the amount of \$29,224.26.

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Council Member Lindsay moved; seconded by Vice President Lee, to amend said order to reflect the changes as stated by Fidelis Malembeka, Chief Financial Officer. The motion prevailed by the following vote:

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

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

**ORDER APPROVING CLAIMS NUMBER 30045 to 30088 APPEARING AT PAGES 290 TO 309 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$1,409,564.52 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30045 to 30088 appearing at pages 290 to 309, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$1,409,564.52 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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	540,074.62
PARKS & RECR. FUND	48,769.62
LANDFILL/SANITATION FUND	1,983.15

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 26, 2024 10:00 A.M.**

1328

STATE TORT CLAIMS FUND	950.00
REPAIR & REPLACEMENT FUND	6,810.16
EMPLOYEES GROUP INSURANCE FUND	31,681.12
HOUSING COMM DEV ACT (CDBG) FD	5,751.06
UNEMPLOYMENT COMPENSATION REVO	8,320.00
H O P W A GRANT – DEPT OF HUD	77,030.86
INFRASTRUCTURE BOND 2020 \$32M	9,106.10
1% INFRASTRUCTURE TAX	335,034.31
TRANSPORTATION FUND	20,299.95
JXN CONVENTION & VISITORS BUR	267,559.97
RESURFACING-REPAIR & REPL. FD	5,977.14
MODERNIZATION TAX	16,465.50
ZOOLOGICAL PARK	5,307.45
LIBRARY FUND	9,453.50
DFA-EUBANKS HB1353	17,208.66
MDOT-CMPDD PROJECTS	1,781.35
<b>TOTAL</b>	<b><u>\$1,409,564.52</u></b>

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

\* \* \* \* \*

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30045 TO 30088 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 30045 to 30088 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$99,607.08 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		2,657,250.81
PARKS & RECR FUND		85,089.84
LANDFILL FUND		23,295.80
SENIOR AIDES		3,458.12
WATER/SEWER OPER & MAINT		64,651.71
PAYROLL	\$99,607.08	
HOUSING COMM DEV		2,780.76
TITLE III AGING PROGRAMS		5,969.86
TRANSPORTATION FUND		14,051.11
PEG ACCESS-PROGRAMMING FUND		5,468.43
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		29,254.68
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
<b>TOTAL</b>		<b>\$2,906,422.40</b>

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

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

Nays – None.  
Absent – None.

\* \* \* \* \*

**ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF CONTROLLER FROM RANGE 33 TO 35 AND ASSISTANT CONTROLLER FROM RANGE 31 TO 34.**

**WHEREAS**, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

**WHEREAS**, the pay plan has been amended to add classifications and modify salaries since the initial adoption; and

**WHEREAS**, the positions of Controller and Assistant Controller were added to the pay plan on February 15, 2022 and

**WHEREAS**, the current compensation paid to the Controller is at Range 33 and establishes compensation at 57,788.22-\$69,931.38; and

**WHEREAS**, the current compensation paid to the Assistant Controller is at Range and establishes compensation at \$52,620.00-\$63,632.82; and

**WHEREAS**, the Department of Human Resources conducted a salary survey on the classifications of Controller and Assistant Controller at the request of the Chief Financial Officer; and

**WHEREAS**, inquiries were sent to the cities of Savannah, Georgia; Baton Rouge, Louisiana and Little Rock, Arkansas; and

**WHEREAS**, the response from the cities surveyed concerning the salary paid for the position equivalent of Controller was between \$75,873.41-\$125,325.47; and

**WHEREAS**, the response from the cities surveyed concerning the salary paid for the position equivalent of Assistant Controller was between \$67,210.34-93,523.69; and

**WHEREAS**, the Department of Human Resources recommends that the range established for the Controller be modified to range 35 with an annual salary range of \$63,486.92-\$76,873.56; and

**WHEREAS**, the Department of Human Resources recommends that the range established for the Assistant Controller be modified to range 34 with an annual salary of \$60,567.68-\$73,317.84; and

**WHEREAS**, there are insufficient monies in the current budget to implement the salary increase in the current fiscal year; and

**WHEREAS**, a budget revision will be required to implement the salary increases in the current fiscal year; and

**WHEREAS**, the budget revision necessary to implement the salary increases in the current fiscal year will total approximately \$29,000.00.

**IT IS, THEREFORE, ORDERED** that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows:

- a) the range established for the Controller shall be modified to range 35 with annual salary of \$63,486.92-\$76,873.56; and
- b) the range established for Assistant Controller shall be modified to range 34 with annual salary of \$60,567.68-\$73,317.84

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**IT IS FURTHER ORDERED** that the pay plan amendments shall become effective after the Department of Finance and Administration presents the proposed budget amendment for approval.

**Council Member Lindsay** moved adoption; **President Banks** seconded.

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**President Banks** recognized **Toya Martin, Director of Human Resources**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO AMEND FOUR ANTENNA SITE LICENSE AGREEMENTS AND THREE MASTER AGREEMENTS WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO EXTEND THE TERM OF THE AGREEMENTS AND INCREASE LICENSEE FEES AT SEVEN TOWER SITES WITHIN THE CITY OF JACKSON.**

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with 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 Department of Information Technology, through the Telecommunications Division, needs to amend five Antenna Site License Agreements and three Master Agreements with Alltel Corporation d/b/a Verizon Wireless (“Verizon”) that will modify Verizon’s equipment and increase the monthly license fees at the towers at the Site#2 Riverside, Site#3/ FS#3, Site#11/ FS#24, Site#13/Lake Hico, Site#18/FS#11, Site#22/PTC, Site#26/Kurt’s Gym; and

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site# 2-Riverside 2320 Riverside Drive, Site#18/FS#11 3682 Terry Road, Site#19/FS#15 4943 Clinton Boulevard:

- a) Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on 11/30/2025. Commencing on 12/01/2025, the Lease shall be extended for 5 years (“Initial Extension Term”) The term of the lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an “Additional Extension Term”), unless LICENSEE terminates the Lease by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) Rent. Commencing on 12/01/2025, the monthly rent shall be \$3602.97 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR my designate in writing at least 30 days in advance of any rental payment date. Beginning on 12/01/2026, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of 12/01/2026 thereafter.
- c) Rent Credit. This Fourth Amendment provides for a reduction in rent, effective 12/01/2025. The Parties acknowledge and agree that LICENSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said

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reduction in rent. Such credit shall be applied against LICENSEE's rent due under the Lease.

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#3/ FS#3 333 East Fortification:

- a) Term. The second sentence of Section 3(a) of the Agreement is hereby deleted in its entirety and replaced by the following: Licensee shall have the option to renew the License for up to seven (7) additional terms of five (5) years each (each, a "Renewal Term"), and the Agreement shall automatically be renewed unless Licensee provides written notice of cancellation at least thirty (30) day prior to the scheduled expiration of the then-current term.
- b) Payments. The last sentence of Section 4(a) of the agreement is hereby deleted in its entirety and replaced by the following: Any Rent described herein shall be increased annually, effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's rent; provided, however, that the Rent payable by Licensee hereunder during each year of the third, fourth, fifth, sixth and seventh Renewal Terms shall be increased by an amount equal to four percent (4%) of the previous year's rent.
- c) Monthly License Fee Increase. The Parties agree that the monthly License Fee increase specified in Section 4 of the Second Amendment shall be deemed void from the beginning and of no force or effect whatsoever as if it never existed.

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#11/FS#24 1242 Wiggins Road:

- a) Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) Rent. Commencing on January 1, 2025, the annual rent shall be \$53,441.28 to be paid in equal monthly installments on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the annual rent shall increase by 4% over the annual rent then in effect and by 4% over the then current annual rent on each one-year anniversary of January 1, 2026 thereafter.
- c) Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between ant term and provision of the Agreement and the Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of the Third Amendment.

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#13/Lake Hico 1921 West Northside Drive:

- a) Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term

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of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an “Additional Extension Term”), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

- b) Rent. Commencing on January 1, 2025, the monthly rent shall be \$4,352.92 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.
- c) Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and the Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of the Third Amendment.

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#18/FS#11 3680 Terry Road:

- a) Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on 06/30/2025. Commencing on 07/01/2025, the Lease shall be extended for 5 years (“Initial Extension Term”) The term of the lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an “Additional Extension Term”), unless LICENSEE terminates the Lease by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) Rent. Commencing on 07/01/2025, the annual rent shall be \$47,044.01 to be paid annually, in advance, to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on 07/01/2026, the annual rent shall increase by 3% over the annual rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of 07/01/2026 thereafter.
- c) Rent Credit. This Fourth Amendment provides for a reduction in rent, effective 07/01/2025. The Parties acknowledge and agree that LICENSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against LICENSEE’s rent due under the Agreement.

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#22/PTC 3000 Saint Charles Street:

- a) Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on May 31, 2026. Commencing on 06/01/2026, the Lease shall be extended for 5 years (“Initial Extension Term”). The term of the Lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an “Additional Extension Term”), unless LESSEE terminates the Lease by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.



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- b) Rent. Commencing on June 1, 2026, the monthly rent shall be \$3,969.50 to be paid on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on June 1, 2027, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of June 1, 2027 thereafter.
  
  - c) Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and the Fourth Amendment, the terms and provisions of this Fourth Amendment shall control. In addition, except as otherwise stated in this Fourth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of the Fourth Amendment.

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#26/Kurt's Gym Outer Circle Drive:

- a) Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on March 31, 2026. Commencing on April 1, 2026, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless LICENSEE terminates the Lease by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
  
- b) Rent. Commencing on April 1, 2026, the monthly rent shall be \$5,536.75 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on April 1, 2027, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of April 1, 2027 thereafter.
  
- c) Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and the Fourth Amendment, the terms and provisions of this Fourth Amendment shall control. In addition, except as otherwise stated in this Fourth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of the Fourth Amendment.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Fourth Amendment to Master Agreement (Ground License Agreement and Antennas Site License Agreement) for the property at Site# 2-Riverside 2320 Riverside Drive, Site#18/FS#11 3682 Terry Road, Site#19/FS#15 4943 Clinton Boulevard.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property located at 333 East Fortification Street, Jackson, Hinds County, Mississippi, 39202.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property located at 1242 Wiggins Road, Jackson, Hinds County, Mississippi, 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property located at 1921 W. Northside Drive, Jackson, Hinds County, Mississippi, 39213.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Fourth Amendment to Master Agreement (Ground License Agreement and Antennas Site License Agreement) for the property located at 3680 Terry Road, Jackson, Hinds County, Mississippi, 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property located at 3000 St. Charles Street Jackson, Hinds County, Mississippi, 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Fourth Amendment to Master Agreement (Ground License Agreement and Antennas Site License Agreement) for the property located at Outer Circle Drive, Jackson, Hinds County, Mississippi, 39209.

**IT IS FURTHER ORDERED** that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Order.

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

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**President Banks** recognized **AKeith Harris, Telecommunications Manager**, who provided a brief overview of said item.

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

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

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**ORDER RATIFYING THE ACCEPTANCE OF DISPOSAL OF ELECTRONIC EQUIPMENT FOR THE CITY OF JACKSON’S INFORMATION TECHNOLOGY DEPARTMENT AND AUTHORIZING PAYMENT TO NEXTECH OPERATIONS, LLC IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS AND NO CENTS.**

**WHEREAS**, Section 21-17-5 of the Mississippi Code Annotated (1972), 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 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 February 27, 2024, the Department of Information Technology received a demand for payment from NexTech Operations, LLC for providing IT asset disposition solutions, such as destruction of proprietary data and E-waste disposal and recycling for obsolete assets that meet or exceed all federal, state, and local regulations, in the amount of Four Thousand Two Hundred Dollars and No Cents (\$4,200.00); and

**WHEREAS**, sometime in 2023, NexTech Operations LLC provided disposal of electronic equipment for the city of Jackson's Department of Information Technology totaling an amount of Four Thousand Two Hundred Dollars and No Cents (\$4,200.00); and

**WHEREAS**, the IT Department recommends that it be authorized to pay NexTech Operations, LLC an outstanding balance of Four Thousand Two Hundred Dollars and No Cents (\$4,200.00) for providing support service for the disposal of E-waste.

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**IT IS HEREBY ORDERED** that the acceptance of support service for the disposal of E-waste from Nextech Operations, LLC, to the city of Jackson's Department of Information Technology is hereby ratified, and payment in the amount of Four Thousand Two Hundred and Dollars and No Cents (\$4,200.00) for the support services to dispose of electronic equipment is authorized.

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

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**President Banks** recognized **AKeith Harris, Telecommunications Manager**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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**ORDER RATIFYING PREVIOUSLY EXECUTED AMENDMENT TO YAMAHA MOTOR FINANCE CORPORATION’S EQUIPMENT SCHEDULE NUMBER 217979 AND AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, TO REDUCE THE NUMBER OF LEASED GOLF CARTS BY FIFTEEN THEREBY LOWERING THE CURRENT MONTHLY PAYMENT FROM FOUR THOUSAND FIVE HUNDRED TWENTYEIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.55) TO THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50).**

**WHEREAS**, on December 6, 2022, the Jackson City Council approved an Order “Accepting the Bid of Yamaha Golf-Car Company with Vantage Tag Systems for the Lease of Sixty-Five (65) New Fuel Injected Golf Carts and Two (2) New Fuel Injected Utility Cars with GPS Tracking Systems for the Department of Parks and Recreation” (Previous Order); and

**WHEREAS**, the Parks and Recreation Department has determined that fifteen (15) of the fuel injected golf carts are no longer needed; and

**WHEREAS**, the Parks and Recreation Department was able to negotiate a return of these golf carts with no penalty to the City; and

**WHEREAS**, the lease agreement between the City and Yamaha Motor Finance Corporation does not contain a clause whereby the City can return golf carts for no cause and for no financial penalties; and

**WHEREAS**, the City currently pays Four Thousand Five Hundred Twenty-Eight Dollars and Fifty-Five Cents (\$4,528.50) per month for the lease of sixty-five (65) fuel injected golf carts; and

**WHEREAS**, the new monthly payment after the return of the fifteen (15) golf carts will be Three Thousand One Hundred Thirty-Three Dollars and Fifty Cents (\$3,133.50) per month, thereby reducing the total contract price by approximately Seventy-Six Thousand Seven Hundred Dollars (\$76,700.00); and

**WHEREAS**, Yamaha Motor Finance Corporation gave the Parks and Recreation Department a deadline of March 8, 2024, to execute the lease amendment or they would no longer honor the return of the carts and the reduction in monthly payments; and

**WHEREAS**, because of the deadline, and in the best interests of the City of Jackson, Parks and Recreation prepared an emergency memorandum detailing the facts discussed above and sent said memorandum along with the lease amendment to the Mayor for execution; and

**WHEREAS**, the Mayor executed the lease amendment, and a copy was returned to Yamaha Motor Finance Corporation before the expiration of the deadline; and

**WHEREAS**, the Parks and Recreation Department wishes to return the fifteen (15) golf carts as soon as possible to reduce the risk of possible theft and/or damage to the carts for which, pursuant to the terms of the lease agreement, the City would be financially responsible; and

**WHEREAS**, no other items need to be amended in the Previous Order; and

**WHEREAS**, it is in the best interests of the City of Jackson that the Mayor’s previous execution of the Amendment to Yamaha Motor Finance Corporation’s Equipment Schedule Number 217979 be ratified; and

**WHEREAS**, it is in the best interests of the City of Jackson that the unneeded fifteen (15) fuel injected golf carts be returned immediately to Yamaha Golf Car Company at no financial penalty to the City; and

**WHEREAS**, it is in the best interests of the City of Jackson that the previous City Council Order dated December 6, 2022, be amended to reflect the reduction in the number of fuel injected golf carts that the City will be leasing from Yamaha Golf Car Company from sixty-five (65) golf carts to fifty (50) golf carts; and

**WHEREAS**, it is in the best interests of the City of Jackson that the previous City Council Order dated December 6, 2022, also be amended to reflect the new monthly lease payment of Three Thousand One Hundred Thirty-Three Dollars and Fifty Cents (\$3,133.50) for the fifty (50) golf carts.

**IT IS HEREBY ORDERED** that the Mayor’s execution of the Amendment to Yamaha Motor Finance Corporation’s Equipment Schedule Number 217979 is ratified.

**IT IS FURTHER ORDERED** that the unneeded fifteen (15) fuel injected golf carts be returned immediately to Yamaha Golf Car Company at no financial penalty to the City.

**IT IS FURTHER ORDERED** that the previous City Council Order dated December 6, 2022, is amended to reflect the reduction in the number of fuel injected golf carts that the City will be leasing from Yamaha Golf Car Company from sixty-five (65) golf carts to fifty (50) golf carts.

**IT IS FURTHER ORDERED** that the previous City Council Order dated December 6, 2022, is amended to reflect the new monthly lease payment of Three Thousand One Hundred Thirty-Three Dollars and Fifty Cents (\$3,133.50) for the fifty (50) golf carts.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

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

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

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

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

Nays – None.

Absent – None.

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**ORDER RATIFYING AND APPROVING PAYMENT FOR PAST PROFESSIONAL WATER HEATER INSPECTION AND CERTIFICATION SERVICES PERFORMED BY THE MISSISSIPPI STATE DEPARTMENT OF HEALTH’S BOILER AND PRESSURE VESSEL SAFETY BRUNCH ON WATER**

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**HEATERS LOCATED AT THE VERGIE P. MIDDLETON COMMUNITY CENTER.**

**WHEREAS**, the Parks and Recreation Department's Programming Division operates the Vergie P. Middleton Community Center located at 3971 Flag Chapel Road; and

**WHEREAS**, Mississippi Code Section 45-23-51 requires the inspection and certification of boiler or pressure vessels located within the State and assigns misdemeanor criminal penalties and daily fines up to Five Hundred Dollars (\$500.00) per day for the failure to obtain said inspection and certification; and

**WHEREAS**, the Mississippi State Department of Health's Boiler and Pressure Vessel Safety Branch provides water heater inspection services; and

**WHEREAS**, the Parks and Recreation Department received an invoice (invoice number 20-125669) from the Boiler and Pressure Vessel Safety Branch in the amount of Ninety Dollars (\$90.00) for the inspections of three (3) water heaters located at the Vergie P. Middleton Community Center that occurred on March 6, 2020; and

**WHEREAS**, the inspection services provided by the Boiler and Pressure Vessel Safety Branch was verified by Programming Manager Lisa Wilson; and

**WHEREAS**, it is in the best interests of the City of Jackson that the inspection services provided by the Boiler and Pressure Vessel Safety Branch be ratified and that payment in the amount of Ninety Dollars (\$90.00) be approved and made to the Boiler and Pressure Vessel Safety Branch.

**IT IS HEREBY ORDERED** that the above-described water heater inspection services performed by the Boiler and Pressure Vessel Safety Branch is ratified and that payment in the amount of Ninety Dollars (\$90.00) is approved.

**IT IS FURTHER ORDERED** that the Ninety Dollar (\$90.00) payment be made to MDH/Boiler Safety Branch from account number 005-501.25-6419.

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

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

Nays – None.

Absent – None.

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**ORDER REQUESTING APPROVAL OF FUTURE SERVICES AND PAYMENTS TO BLOUNT PHOTOGRAPHY LLC FOR THE “EASTER EGG HUNT” EVENT ON SATURDAY MARCH 30, 2024, AT THE VA LEGION SOFTBALL COMPLEX.**

**WHEREAS**, the Parks and Recreation Programming Division will host its annual family-oriented Easter Egg Hunt on Saturday, March 30, 2024; and

**WHEREAS**, the Easter Egg Hunt will be at the VA Legion Softball Complex at 12:00 pm; and

**WHEREAS**, Blount Photography LLC will provide photography services to attendees of the Easter Egg Hunt event, for Five Hundred Dollars (\$500.00); and

**WHEREAS**, Blount Photography is a Limited Liability Company in Good Standing with the State of Mississippi, created pursuant to the Laws of the State of Mississippi on June 26, 2018; and

**WHEREAS**, it is in the best interest of the City of Jackson to continue to host annual family-oriented events such as The Easter Egg Hunt.

**IT IS HEREBY ORDERED** that the above-described professional services provided by Blount Photography for Event (s) be ratified and approved for future professional services and

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payment(s) to be provided by Blount Photography, when needed by the Parks and Recreation Department, is further approved.

**IT IS, THEREFORE, ORDERED** that services for the Easter Egg Hunt provided by Blount Photography be approved and that payment in the amount of Five Hundred Dollars (\$500.00) shall be made to Blount Photography from account no. 005-501.25-6419.

**IT IS FURTHERED ORDERED** that the Mayor is authorized to execute any agreements and/or documents needed to effectuate the City’s hosting of the annual Easter Egg Hunt event as described above.

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

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

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

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

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**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “ANGELA GRINER V. CITY OF JACKSON; JOHN DOE PERSON(S) 1 – 3; AND JOHN DOE ENTITY(IES) 1 - 3” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 19-561-EFP.**

**WHEREAS**, on August 8, 2019, Angela Griner filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging negligence relative to a motor vehicle collision that occurred on June 5, 2018; and

**WHEREAS**, the parties, through counsel, participated in settlement negotiations 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 from the lawsuit; and

**WHEREAS**, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; 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.

**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 *Angela Griner v. City of Jackson, et al; In the Hinds County Circuit Court, First Judicial District; Cause No.: 19-561-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 Lindsay** seconded.

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**President Banks** recognized **Drew Martin, City Attorney**, who provided a brief overview of said item.

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

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

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**ORDER 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.

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

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

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**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, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023 and January 30, 2024 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 Hartley** seconded.

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

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**DISCUSSION: LAKE HICO: President Banks** recognized **Council Member Stokes** who expressed concerns regarding the plans Jackson Public Schools have in place for the Lake Hico property and the lack of communication between Jackson Public Schools officials and the public. **President Banks** recognized **Vice President Lee** who stated she has a meeting scheduled with JPS Superintendent Dr. Green and invited Council Members Stokes and Grizzell to attend.

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**President Banks** recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to add an item to the agenda on an emergency basis: Order approving a professional service agreement with Sunbelt Fire Inc. to perform required self-contained breathing apparatus fit testing for the Jackson Fire Department. The motion prevailed by the following vote:

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

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There came on as the Emergency Agenda Item: ORDER APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH SUNBELT FIRE INC. TO PERFORM REQUIRED SELF-CONTAINED BREATHING APPARATUS FIT TESTING FOR THE JACKSON FIRE DEPARTMENT: Hearing no objections, the Clerk read the following:

**ORDER APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH SUNBELT FIRE INC. TO PERFORM REQUIRED SELF-CONTAINED BREATHING APPARATUS FIT TESTING FOR THE JACKSON FIRE DEPARTMENT.**

**WHEREAS**, the City of Jackson Fire Department (JFD) recently purchased new self-contained breathing apparatus (SCBA) masks; and

**WHEREAS**, the National Fire Protection Association (NFPA) promulgates standards relating to firefighting and firefighter safety; and

**WHEREAS**, the NFPA 1852 for Fire Departments and Municipal Governments requires that all users of SCBAs undergo an actual fit test before being assigned an SCBA to ensure that the device properly fits the user; and

**WHEREAS**, JFD received two quotes for the fit testing: Sunbelt Fire Inc (Sunbelt Fire) quoted a total price of Seven Thousand Two Hundred and Seventy Dollars (\$7,270.00) and the University of Mississippi Medical Center's Public Safety Support Division quoted a total price of Eleven Thousand Seven Hundred Dollars (\$11,700,00); and

**WHEREAS**, JFD has chosen to use Sunbelt Fire for the SCBA fit testing; and

**WHEREAS**, Sunbelt Fire's quote includes fit testing on JFD G1 face pieces, a travel charge of three (3) days (Sunbelt Fire's technician must travel to Jackson to perform the testing), and a cleaning fee for cleaning materials to be used on the testing equipment; and

**WHEREAS**, it is in the best interests of the City of Jackson that the professional service agreement with Sunbelt Fire be approved, and that prompt payment be made to Sunbelt Fire for said services in the amount of Seven Thousand Two Hundred and Seventy Dollars (\$7,270.00).

**IT IS HEREBY ORDERED** that the professional service agreement with Sunbelt Fire is approved and that payment in the amount of Seven Thousand Two Hundred and Seventy Dollars (\$7,270.00) shall be promptly made to Sunbelt Fire.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents and/or agreements to effectuate the above-described professional service agreement with Sunbelt Fire.

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

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

Nays – None.

Absent – None.

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**DISCUSSION: CAPITOL POLICE: President Banks** recognized **Council Member Stokes** who expressed concerns regarding the expansion of the Capitol Police patrol area and how the expansion will affect the community.

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**DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY. President Banks** and the City Council members discussed to continue the emergency.

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The following reports/announcements were provided during the meeting:

- **Vice President Lee** announced the following:
  - Recognize Marsha Weaver in honor of Women’s History Month.
- **Council Member Stokes** announced the following:
  - Close the meeting in honor of Jennifer Gale, Charlotte Scott, Jimmie “Rackhouse” Brown, and Sylvester Collins.
- **Council Member Grizzell** announced the following:
  - He would be hosting a Crime and Safety Summit at Grove Park 6:00 p.m. to discuss current crime statistics and tactics.
- **Mayor Chokwe Antar Lumumba** announced the following:
  - Rolloff Dumpster Day will be Saturday, April 13<sup>th</sup> from 8 am to 3 pm at the Metro Center Mall in Dillard’s Parking lot.
  - The Planning and Development Department presents the 1<sup>st</sup> Annual Neighborhood Services Planning Expo, April 27, 2024 at the Jackson Convention Complex from 4:00 p.m. to 8:00 p.m.
  - Questions for the “Ask Antar” question and answer segment can be submitted on the City’s website under the Ask Antar tab.
  - There will be a live Ask Antar segment on April 11<sup>th</sup> at the Smith Roberts Museum.

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**DISCUSSION: PENDING LITIGATION:** **President Banks** stated that said item would be discussed in Executive Session.

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**President Banks** recognized **Council Member Lindsay** who moved, seconded by **Vice President Lee** to go into Closed Session regarding Agenda Item No. 27: Pending Litigation. The motion prevailed by the following vote:

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

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**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. 27: Pending Litigation.

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**Note: Council Member Stokes** left the meeting.

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During Closed Session, **Council Member Lindsay** moved, seconded by **Vice President Lee** to go into Executive Session regarding Agenda Items No. 27 – Pending Litigation. The motion prevailed by the following vote:

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

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**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 26, 2024 10:00 A.M.**

**1343**

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**President Banks** announced that the Council would go into Executive Session regarding Agenda Item No. 27 – Pending Litigation: **City of Jackson vs Retro Metro**.

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**Council Member Lindsay** 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 no action was taken.

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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 April 9, 2024. At 12:07 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

\_\_\_\_\_  
**CLERK OF COUNCIL**

\_\_\_\_\_, \_\_\_\_\_  
**COUNCIL PRESIDENT    DATE**

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

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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# Introduction Of Ordinances

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.**

**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.

# Adoption Of Ordinances

# **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.

Adoption Of Ordinance #  
April 23, 2024  
(Grizzell)

7



#### **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.

**AN 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” (LEE)**

**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

Adoption Of Ordinance # 8  
April 23, 2024  
(Lee)

**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 1<sup>st</sup> 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 complaint 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.



# Regular Agenda

# Claims

# Payroll

1 1

**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 MUNICIPAL RETIREMENT SYSTEM.**

WORK ITEM # 2024-001

**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.

Agenda Item No. \_\_\_\_\_

Date: April 23, 2024

By: Malembeka, Lumumba



# Cavanaugh Macdonald

CONSULTING LLC

MEMBERSHIP FIDELITY INVESTMENT

December 12, 2023

Board of Trustees  
Mississippi Municipal Retirement Systems  
429 Mississippi Street  
Jackson, MS 39201-1005

Ladies and Gentlemen:

Presented in this report are the results of the annual actuarial valuation covering the participation of the City of Jackson in the Mississippi Municipal Retirement Systems. The purpose of the valuation was to measure the System's funding progress and to determine the contribution rates (millage rates) necessary for the period beginning October 1, 2024. The results may not be applicable for other purposes.

The date of the valuation was June 30, 2023.

The valuation was based upon data, furnished by the Executive Director and the PERS staff, concerning retired members along with pertinent financial information. While not verifying data at the source, the actuary performed tests for consistency and reasonableness. The complete cooperation of the PERS staff in furnishing materials requested is hereby acknowledged with appreciation.

**Your attention is directed particularly to the presentation of certified millage rates on page 3 and the comments on page 4.** The calculations of these millage rates are based on the funding policy which generates an ultimate asset reserve level equal to projected benefit payments.

The valuation was prepared in accordance with the principles of practice prescribed by the Actuarial Standards Board. We have reviewed the actuarial methods, including the asset valuation method, and continue to believe they are appropriate for the purpose of determining contribution rates.

In order to prepare the results in this report, we have utilized actuarial models that were developed to measure liabilities and develop actuarial costs. These models include tools that we have produced and tested, along with commercially available valuation software that we have reviewed to confirm the appropriateness and accuracy of the output. In utilizing these models, we develop and use input parameters and assumptions about future contingent events along with recognized actuarial approaches to develop the needed results.

3550 Busbee Pkwy, Suite 250, Kennesaw, GA 30144

Phone (678) 388-1700 • Fax (678) 388-1730

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Offices in Kennesaw, GA • Bellevue, NE



**SECTION II – MEMBERSHIP DATA**

Data regarding the membership of the City of Jackson for use as a basis for the valuation were furnished by the PERS office. The following table summarizes the retirement membership of the System as of June 30, 2023 upon which the valuation was based. Detailed tabulations of the data are given in Schedule C.

**Retired Lives**

Type of Benefit Payment	Number	Annual Benefits	Group Averages	
			Benefit	Age*
Retirement	252	\$6,215,647	\$24,665	79.5
Disability	3	43,008	14,336	79.5
Survivor	207	3,889,504	18,790	80.4
<b>Total</b>	<b>462</b>	<b>\$10,148,159</b>	<b>\$21,966</b>	<b>79.9</b>

\* Years

**SECTION III – COMPUTED EMPLOYER CONTRIBUTION RATE**

**Mississippi Municipal Retirement Systems  
City of Jackson**

**Computed Employer Contribution Rates<sup>1</sup>  
As of June 30, 2023 for the 2025 Fiscal Year End**

Certified Rate for Fiscal Year Ending 9/30/2024	Current Millage Rate Fiscal Year Ending 9/30/2024	Calculated Rate for Fiscal Year Ending 9/30/2025	Certified Rate for Fiscal Year Ending 9/30/2025 <sup>2</sup>	Value of Assessed Property <sup>3</sup>
3.15	3.15	3.29	3.29	\$1,240,485,705

- <sup>1</sup> Millage rates applied to assessed property
- <sup>2</sup> Calculated using cash flow projections and 5.50% investment return assumption
- <sup>3</sup> This is the value of taxable property adjusted to reflect all property-related contributions

The System is funded through taxes levied on assessed properties.



Office of the City Attorney

455 East Capitol Street  
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Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

4/16/24  
S.M.

## OFFICE OF THE CITY ATTORNEY

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This 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 MUNICIPAL RETIREMENT SYSTEM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Deputy City Attorney 

4/16/24

Date

12

4/19/24 Sum

**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.

Agenda Item # 12  
April 23, 2024  
(Malembeka, Lumumba)

ITEM NO. \_\_\_\_\_  
AGENDA DATE: \_\_\_\_\_  
BY: THAMES, OLIVER, AND LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**04/01/2024**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO SUBMIT AN ELIGIBILITY APPLICATION TO THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY TO ACQUIRE SURPLUS PROPERTY FROM THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY</b>			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Item 1-7 in the City of Jackson			
3.	<b>Who will be affected</b>	The entire city various programs			
4.	<b>Benefits</b>	Cost savings for the city			
5.	<b>Schedule (beginning date)</b>	Upon council approval			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>				
8.	<b>COST</b>	Varies on request and cost of items all at a discounted price			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Varies			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____ no _____	N/A <u>X</u>
		AABE _____ %	WAIVER	yes _____ no _____	N/A <u>X</u>
		WBE _____ %	WAIVER	yes _____ no _____	N/A <u>X</u>
		HBE _____ %	WAIVER	yes _____ no _____	N/A <u>X</u>
		NABE _____ %	WAIVER	yes _____ no _____	N/A <u>X</u>

# MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba  
City of Jackson

**FROM:** Monica Oliver, Purchasing Manager  
Department Of Administration

**DATE:** April 1, 2024

**RE:** Application for Eligibility to MS Office of Surplus Property to acquire surplus property

---

The City is required to update our application with the Office of Surplus Property every three to four years. The federal program is available through the state and allows the City to purchase furniture and various merchandise from a stocked warehouse at a discounted price.

We recommend the approval to update the Eligibility Questionnaire and also, to authorize the identified representatives from the City of Jackson admission to the MS Office of Surplus Property. City employee will be able to go in and shop and just review the various merchandise. It is a great location for the City to shop for furniture, and various items, when on a budget.

Office of the City Attorney

455 East Capitol Street  
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Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

4/14/24 JCM

## OFFICE OF THE CITY ATTORNEY

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This 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 is legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

Drew Martin, City Attorney

Sondra Moncure, Deputy City Attorney *JCM.*

*4/15/24*

Date

# FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION

Donee #:

Mississippi Office of Surplus Property (State Agency for Surplus Property (SASP))

NEW  UPDATE

Office/Warehouse: 3147 Hwy. 468 W. Pearl, MS. 39208 Mailing: PO Box 5778 Jackson, MS.  
39288 Point of contact: [Nichole.Alexander@dfa.ms.gov](mailto:Nichole.Alexander@dfa.ms.gov) or call (601)939-2050

Organization:		Physical Address (Street Address, City, State and Zip)		Mailing Address/PO Box
<input type="text"/>		<input type="text"/>		<input type="text"/>
Primary Contact:	Title	EIN Number	County	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Phone w/Area Code:	Fax w/Area Code:	Email:	Website:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

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

**Public Agency or Nonprofit Organization:** These are tax supported entities or (primarily) educational/health nonprofit programs— See below and Section 549(c)(3) of title 40, United States Code for a more expansive list. Such programs can acquire both civilian agency and DOD property. Property must be placed into use within 12 months and then used for a specific time period depending on the item type.

<input type="checkbox"/> <b>Public Agency *</b> <b>Purpose of your public agency:</b> <input type="checkbox"/> Conservation <input type="checkbox"/> Economic Development <input type="checkbox"/> Public Education G <input type="checkbox"/> Public Health G <input type="checkbox"/> Parks & Recreation <input type="checkbox"/> Public Safety <input type="checkbox"/> Program for Older Americans <input type="checkbox"/> Local, City County or State Government <input type="checkbox"/> Public Airport <input type="checkbox"/> Indian Tribe, Band, Group or Pueblo <input type="checkbox"/> Volunteer Fire/Rescue Squads C <input type="checkbox"/> Public Purposes- Multiple services such as above H	<input type="checkbox"/> <b>Nonprofit Organization **</b> <b>Purpose of your nonprofit:</b> <input type="checkbox"/> Medical Institution B <input type="checkbox"/> Hospital B <input type="checkbox"/> Clinic B <input type="checkbox"/> Health Center B <input type="checkbox"/> Outpatient Facility B <input type="checkbox"/> Program for Older Americans D <input type="checkbox"/> Provider of Assistance to Homeless A <input type="checkbox"/> Provider of Assistance to Impoverished A <input type="checkbox"/> School, College or University B <input type="checkbox"/> School for Persons with Disabilities B <input type="checkbox"/> Educational Institution B <input type="checkbox"/> Child Care Center B <input type="checkbox"/> Educational Radio/TV Station E <input type="checkbox"/> Museum F <input type="checkbox"/> Library B <input type="checkbox"/> Alcohol/Drug Abuse Treatment Centers B
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- \* All public agencies must provide proof of public agency status.
- \*\* All nonprofits must provide an IRS 501(c) 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 expiration/renewal to ensure continuing eligibility.**

- Service Educational 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 6.1-1 & 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/oga/recognizedvsos.asp>. 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 33% of its members are veterans.
- Small Business Administration (SBA) Activity:** These are designated by SBA as 8a 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 8a BD status at [https://web.sba.gov/dbs/search/dsp\\_dbs\\_sfm](https://web.sba.gov/dbs/search/dsp_dbs_sfm).
- 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.vp.velbiz.va.gov/government-home/>. Do you have VOSB certification in any other state?
- RISE Act Participants:** Reserved

PO NOT REQUIRED   
 PO Required   
 Always  Only over \$

**Note: If your organization was not listed above and you wish to further discuss, please contact the SASP at: (601)939-2050**



**Program Narrative:** 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— basic 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 5.

**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. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

<b>Printed Name</b>	<b>Title</b>	<b>Phone Number (Include Area Code)</b>
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<b>Email Address</b>	<b>Date (MM/DD/YYYY)</b>	<b>Signature</b>
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To include additional representatives, proceed to Page 5

**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: Accede to any request submitted for access during typical "business" hours, interpreted here to be approximately 9:00am to 4:00pm, 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 parameter).

<b>Print Name and Title of Head Authorized Museum Official</b>	<b>Date (DD/MM/YYYY)</b>	<b>Signature</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

**Property "Want" 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 5.

**Certification & Agreement 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 with the meaning of section 203(j) 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, including research for any such purpose, 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 nondiscrimination 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 504 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 its designee shall direct.

**(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 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 purposes(s) for which acquired for a period of 12 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, cannibalize, 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 remitted 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, cannibalized, 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), 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 suitable, 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 remitted 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, virtual, 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 pertinent thereto in (d) 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 on an "as is, where is" basis, 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 damages 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 items.

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

(f) 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, at 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: SEAs can only acquire DOD property and are only subject to a 12 month restriction period!  
SBA activities can acquire civilian agency and DOD property, but must use the property during its term of participation in the SBA program plus one year!

**Nondiscrimination Assurance Statement:**

ASSURANCE AND COMPLIANCE WITH GSA REGULATIONS under Title VI of the Civil Rights Act of 1964, Section 606 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 Service Administration (41 CFR 101.6-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of 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. 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 judgement 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 had one 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 (DD/MM/YYYY)	Signature

(Internal SASP Use Only)		
Print Name and Title of SASP Reviewing/Processing Official (Optional)	Date (DD/MM/YYYY)	Signature

Print Name and Title of SASP Head Approving Official	Date (DD/MM/YYYY)	Signature

Approved:	License/Accreditation/Approval Date:	Eligibility Expiration Date:	Notes
<input type="checkbox"/> YES <input type="checkbox"/> NO			

**Program Narrative (Continued):** 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— basic budget information, funding sources, etc. Applicants may substitute copy of program brochure or website reference provided it lists similar details.

**Authorized Representative Listing (Continued):** 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. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

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**Property "Want" 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 SUR-PLUS PROPERTY EFFECTIVE 08/23/2023

#	NAME	TITLE	DEPARTMENT
1	SAFIYA OMAEI	CHIEF OF STAFF	MAYORS' OFFICE
2	HALIMA OLUFEMI	MAYORS EXECUTIVE ASST	MAYORS' OFFICE
3	ABRAM 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	PUBLICATION DIVISION	FINANCE & ADMINISTRATION
7	BENITA WELLS	DEPUTY DIRECTOR OF PUBLIC	PUBLIC WORK
8	ERICA STEWART	EXECUTIVE OFFICE COORD	FINANCE & ADMINISTRATION
9	ROBERT LEE	CITY ENGINEER	PUBLIC WORK
10	PAMELA PALMER	CITY CLERK	CITY CLERK OFFICE
11	WILLETTE DOYLE	HR	HUMAN RESOURCES
12	RHONDA HUDDLESTON	FINANCE	FINANCE & ADMINISTRATION
13	TOYA MARTIN	DIRECTOR	HUMAN RESOURCES
14	VICKIE PERRY	DEPUTY DIRECTOR	HUMAN RESOURCES
15	SHIRLEY MARSHALL	BLDG MAINTENANCE COORD	PUBLIC WORK
16	SHARON THAMES	DEPUTY DIRECTOR	FINANCE & ADMINISTRATION
17	FELICIA YOUNG	TREASURY MANAGER	FINANCE & ADMINISTRATION
18	RHONDA WILLIAMS	FISCAL OFFICER/COMMUNICA	FINANCE & ADMINISTRATION
19	BRANDON JACKSON	BUDGET MANAGER	FINANCE & ADMINISTRATION
20	DAVID KINSEY	ASST BUDGET MANAGER	FINANCE & ADMINISTRATION
21	MONICA OLIVER	PURCHASING MANAGER	FINANCE & ADMINISTRATION
22	JOYCE WILLIAMS	BUYER	FINANCE & ADMINISTRATION
22	NATSHA CASTON	BUYER	FINANCE & ADMINISTRATION
23	STANLEY ARNOLD	MANAGER OF CARE MAINT	PUBLIC WORK
24	MARILYN GUICE	MANAGER OF JATRAN	FINANCE & ADMINISTRATION
25	CHRISTINE WELCH	DEPUTY DIRECTOR	FINANCE & ADMINISTRATION
26	CLORA MITCHELL	FISCAL OFFICER	FINANCE & ADMINISTRATION

27	AUDREY EVANS	OFFICE COORDINATOR	JACKSON FIRE
28	ANDREA WILLIAMS	OFFICE COORDINATOR	PUBLIC WORKS
29	SYLVIA ROWSEY	JRA	PLANNING
30	CYNTHIA CAVETT	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 CORD.	HUMAN & CULTURE SERVICES
37	GRACE ROBINSON	EARLY CHILDHOOD CORD.	HUMAN & CULTURE SERVICES
38	MICHAEL RAFF	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	EBO	HUMAN & CULTURE SERVICES
42	JEWELL REED	ECD-MANAGER	HUMAN & CULTURE SERVICES
43	CHIEF JOSEPH WADE	CHIEF	JACKSON POLICE
44	SAMANTHA GRAY	MANAGER OF COMM. IMPRINT	PLANNING
45	ROBERT RICKS	ASSISTANT FIRE CHIEF	JACKSON FIRE
46	CARMEN JONES	ASSISTANT CONTROLLER	FINANCE & ADMINISTRATION
47	ANGELA HARRIS	CITY CLERK	MUNICIPAL CLERK
48	JILLIAN CALDWELL	CONTROLLER	FINANCE & ADMINISTRATION

13



45 OF 117 PAGES  
4/19/24

**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:

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

Agenda Item # 13  
April 23, 2024  
(A.Harris, Lumumba)



**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.

Item: \_\_\_\_\_  
Date: April 9, 2024  
By: A. Harris, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**March 28, 2024**  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute an agreement with CivicPlus, LLC to provide coding and supplement service for code of ordinances for the city of Jackson.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life		
3.	<b>Who will be affected</b>	City Departments	
4.	<b>Benefits</b>		
5.	<b>Schedule (beginning date)</b>	Upon approval	
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no)</b> (area)  ■ <b>Project limits if applicable</b>	City Wide	
7.	<input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> ■ <b>City Department</b> ■ <b>Consultant</b>	Department of Municipal Clerk	
8.	<b>COST</b>	Various upon services provided as listed on the agreement	
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> ■ <b>Other</b>	001-428-00-6419	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u> AABE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u> WBE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u> HBE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u> NABE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u>	



# MEMORANDUM

Department of Municipal Clerk  
(601) 960-1033

**TO:** Honorable Chokwe Antar Lumumba, Mayor  
All Jackson City Council Members

**FROM:** Angela Harris, Municipal Clerk

**DATE:** March 28, 2024

**RE:** Agenda Item-Agreement with CivicPlus, LLC for supplement service

Attached for review is an order to authorize the Mayor to execute a renewal agreement with CivicPlus, LLC to provide coding and supplement service for code of ordinances for the City of Jackson.

The City entered into an agreement with the Municode Corporation on June 8, 1977 for looseleaf supplement services. The Municode Corporation was acquired by CivicPlus, LLC and a new agreement has to be signed with the new company to continue providing the same services.

Please feel free to contact me at (601) 960-1137, should you have any further questions.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/15/24  
S.M.

## OFFICE OF THE CITY ATTORNEY

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This **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** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 



\_\_\_\_\_  
Date



## CivicPlus

302 South 4th St, Suite 500  
Manhattan, KS 66502 US

### Client:

MS – Jackson – Code and Supp - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	COST
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 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

1. This renewal Statement of Work ("SOW") is between Jackson, MS ("Customer") and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms attached hereto and found at: [www.civicplus.help/hc/p/legal-stuff](http://www.civicplus.help/hc/p/legal-stuff) (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from April 1, 2024 through March 31, 2026 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. 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.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: [www.civicplus.help/hc/p/legal-stuff](http://www.civicplus.help/hc/p/legal-stuff).

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

<b>Organization</b>	<b>URL</b>	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
<b>Emergency Contact &amp; Mobile Phone</b>		
Emergency Contact & Mobile Phone		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Billing Contact</b>		<b>E-Mail</b>
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
<b>Contract Contact</b>		<b>Email</b>
Phone	Ext.	Fax
<b>Project Contact</b>		<b>Email</b>
Phone	Ext.	Fax

## CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

### Recitals

**I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

**II. WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

**NOW, THEREFORE**, Customer and CivicPlus agree as follows:

### Agreement

#### Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement 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 this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy



provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

## Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

## Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

## Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

## Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

## Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application



agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

## CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

## Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

## Limitation of Liability

32. To the extent it is not prohibited by Mississippi law, CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. To the extent it is not prohibited by Mississippi law, in no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. To the extent it is not prohibited by Mississippi law, the liabilities limited by Section 32 and 33 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.

## Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. To the extent it is not prohibited by Mississippi law, CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. TO THE EXTENT IT IS NOT PROHIBITED BY MISSISSIPPI LAW SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT AND TO THE EXTENT IT IS NOT PROHIBITED BY MISSISSIPPI LAW, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. TO THE EXTENT IT IS NOT PROHIBITED BY MISSISSIPPI LAW, EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

## Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

## Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

## Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

## Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees

and billing terms.

## Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.
49. 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.
50. It is expressly understood and agreed that the obligation of CivicPlus and the Customer 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 Customer ("City"), the City and CivicPlus shall have the right upon ten (10) working days written notice to CivicPlus to terminate this Agreement without damage, penalty, cost or expenses to the City or CivicPlus 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.
51. 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.
52. The Agreement 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.

14

OFFICE OF THE CITY ATTORNEY  
KLC 4/12/24

**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.

Agenda Item: 14  
Date: 4/23/2024  
By: A. Harris, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 10, 2024**  
DATE

POINTS		COMMENTS							
1.	<b>Brief Description/Purpose</b>	The removal of shredded material and cardboard boxes from the Department of Municipal Clerk-Records Management Facility at no cost to the City.							
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	This item will allow for the Department of Municipal Clerk-Records Management Facility to have shredded materials and boxes removed from the facility.							
3.	<b>Who will be affected</b>	Department of Municipal Clerk-Records Management Facility							
4.	<b>Benefits</b>								
5.	<b>Schedule (beginning date)</b>	June 1, 2024							
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	2525 Robinson Rd.							
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Municipal Clerk-Records Management Facility							
8.	<b>COST</b>	\$25.00 per pickup							
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b></li> <li>▪ <b>Bond</b></li> <li>▪ <b>Other</b></li> </ul>	001-42800-6419							
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes yes yes yes yes	no no no no no	N/A N/A N/A N/A N/A	X X X X X		



# M E M O R A N D U M

Department of Municipal Clerk  
(601) 960-1035

**TO:** Honorable Chokwe Antar Lumumba, Mayor  
All Jackson City Council Members

**FROM:** Angela Harris, Municipal Clerk

**DATE:** April 10, 2024

**RE:** Services Agreement with the Can Man Shredding, LLC

Section 39-5-9, Mississippi Code of 1972, as amended provides a procedure whereby certain public records which have served their purpose are no longer required may be destroyed, and the destruction of said records will not interfere with the services and functions of the City.

The majority of City records are stored and destroyed at the end of retention at the Records Management Facility located at 2525 Robinson Road. Whereby, after the destruction of said records, there is no way to remove shredded materials from that location.

The Can Man Shredding, LLC has agreed to remove shredded materials and cardboard boxes from the Records Management Facility at a cost of twenty-five dollars (\$25.00) per pickup for a 24-month term with an option to renew.

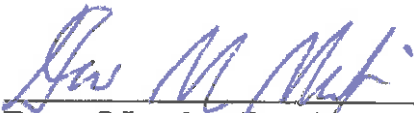
Please feel free to contact me at (601) 960-1137 with any additional questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH THE CAN MAN SHREDDING LLC FOR THE DEPARTMENT OF MUNICIPAL CLERK-RECORDS MANAGEMENT FACILITY** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/16/24

Date

## SERVICE AGREEMENT

This Service Agreement is made by and between the City of Jackson, Mississippi, Department of Municipal Clerk, located at 219 South President Street, Jackson, MS 39201, and The Can Man Shredding, LLC, with its principal office at 1819 Valley Street, Jackson, MS 39204.

**WHEREAS**, the City of Jackson, Mississippi, through the Department of the Municipal Clerk, desires to retain the Can Man Shredding, LLC to remove bags of shredded materials and cardboard boxes; and

**WHEREAS**, the governing authorities for the City of Jackson authorized payment to the Can Man Shredding, LLC in an amount not to exceed \$25.00 per pickup; and

**WHEREAS**, the parties intend to commit to terms and provisions that shall govern their relationship and the use of monies appropriated.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, and in exchange for the other good and valuable consideration, the receipt and sufficiency of all of which hereby acknowledged, the City of Jackson and the Can Man Shredding, LLC agree as follows:

1. **TERM:** This contract will be for 24 months, beginning June 1, 2024, and ending June 30, 2026.
2. **SCOPE OF SERVICES:** The Can Man Shredding, LLC will provide the following services:
  - a. Removal of any and all bags of shredded paper and cardboard boxes as needed.
3. **FEES.** The City of Jackson agrees to compensate The Can Man Shredding, LLC to perform the Scope of Services for the following fees:
  - a. Removal of shredded paper and cardboard boxes - \$25.00 per pickup
4. **TERMINATION:** If the parties wish to cancel this Agreement prior to the expiration of the contract term and for any other reason(s) than for the cause as delineated below, thirty (30) days written notice shall be provided to the other party.
5. **TERMINATION BY THE CITY OF JACKSON FOR CAUSE:** The City of Jackson shall have the right to immediately cancel and terminate this Agreement in its entirety if The Can Man Shredding, LLC defaults in the performance of, or otherwise fails or neglects to perform or observe, any of the terms, provisions, conditions, obligations, or covenants under this Agreement.
6. **INDEMNIFICATION:** The Can Man Shredding, LLC agrees to indemnify and save harmless the City, its officers, and employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this Service Agreement.
7. **GOVERNING LAW:** The parties agree that the provisions of this Agreement shall be construed according to the laws of the State of Mississippi.

8. **RENEWAL:** The parties agree this Service Agreement will renew automatically, at no additional cost to the City of Jackson, if the City does not provide The Can Man Shredding, LLC with thirty (30) day notice that it intends to terminate the said Agreement before the expiration of the term.
9. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
10. **PUBLIC RECORDS:** This Agreement, including any accompanying 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.
11. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto and approved as required by the City Council and Mayor.
12. **APPROVAL:** It is understood that this Agreement requires approval by the Governing Authority/City Council, and if the Governing Authority/City Council does not approve this Agreement, it is void, and no payment shall be made hereunder.
13. **AVAILABILITY OF FUNDS:** The parties agree that the City's obligations under this Agreement are subject to the continued availability of funding and contingent upon the City receiving sufficient revenues during the budget year to provide the allocated monies.

**IN WITNESS THEREOF**, this Agreement is executed by the parties hereto on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

ATTEST

\_\_\_\_\_  
City Clerk

The Can Man

BY: \_\_\_\_\_  
Allen Tye, Business Owner





# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
The Can Man Shredding, LLC	Legal

### Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1026147
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	08/13/2013
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	1819 VALLEY STREET JACKSON, MS 39204

### Registered Agent

Name
Bussey, John W, Jr 1819 Valley Street Jackson, MS 39204

### Officers & Directors

Name	Title
John W Bussey Jr 133 CHERRY HILLS DRIVE JACKSON, MS 39211	Member
Angela B. Healy 6360 I-55 North, Suite 250 (39211)aPO Box 13492 Jackson, MS 39236	Other

15

**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.**

OFFICE OF THE CITY ATTORNEY  
1000  
MAY 2024

Agenda Item # 15  
April 23, 2024  
(Wade, Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE March 20, 2024

1.	Brief Description/Purpose	COMMENTS																														
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Order authorizes payment of invoice of BadgePass in the amount of \$224.76 Crime Prevention																														
3.	<b>Who will be affected</b>	City of Jackson and Badge Pass																														
4.	<b>Benefits</b>	Resolves payment of outstanding invoice and avoids further collection activity																														
5.	<b>Schedule date</b>	Upon council approval																														
6.	<b>Location:</b> WARD  CITYWDE (yes or no) (area)  Project limits if applicable	City in General																														
7.	<b>Action implemented by:</b> City Department  Consultant	Jackson Police Department																														
8.	<b>COST</b>	\$224.76																														
9.	<b>Source of Funding</b> <table style="display: inline-table; vertical-align: middle; margin-left: 10px;"> <tr><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Fund																										
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10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">no</td> <td style="width: 45%;">N/A</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABE	_____ %	WAIVER	yes	no	N/A	WBE	_____ %	WAIVER	yes	no	N/A	HBE	_____ %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
AABE	_____ %	WAIVER	yes	no	N/A																											
WBE	_____ %	WAIVER	yes	no	N/A																											
HBE	_____ %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											

## BADGEPASS

Badge Pass, Inc.

Invoice No: INV109634  
Invoice Date: 10/12/2023

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779

Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ORDER APPROVING THE PAYMENT OF BADGEPASS INVOICE# INV109634 IN THE AMOUNT OF \$224.76 FOR GOODS RECEIVED** is legally sufficient for placement NOVUS Agenda.



**Drew Martin**

**Carrie Johnson, Sr. Deputy City Attorney**

Date

4/16/24



OFFICE OF THE CITY ATTORNEY

280 Trace Colony Park Dr  
 Tel. 601.499.2131  
 www.badgepass.com

Ridgeland, MS 39157  
 Fax. 601.856.2823

Balance Due: \$224.76

# INVOICE

**Bill to**  
 Captain Jimmerson  
 Jackson Police Department  
 327 East Pascagoula Street  
 Jackson MS 39201

**Ship to**  
 Identification Unit  
 Pascagoula Street  
 39201

Sales Order No.	PO #	Shipping Method	Terms	Due Date
S07032	Kimberly Brown	FedEx Ground	Net 30	11/11/2023

Remarks	Sales Rep

Item	Description	Serial Number	Quantity	Units	Rate	Amount
BIM005011	BadgePass NXT5000 YMCKO-K Ribbon (200 Prints)		2	Each	\$104.00	\$208.00

Thank you for your business!

Subtotal	\$208.00
Discount	\$0.00
Shipping	\$16.76
Tax	\$0.00
<b>Invoice Total</b>	<b>\$224.76</b>
<b>Balance Due</b>	<b>\$224.76</b>



INV109634

1 of 1

Assistant Chief of Police JACKSON POLICE DEPARTMENT Assistant Chief of Police Vincent Grizzell Chief of  
Police Joseph Wade Wendell Watts

## Memorandum

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**To:** Chokwe Lumumba, Mayor

**From:** Joseph Wade, Chief of Police

**Date:** Thursday, March 7, 2024

**Re:** Ratify Delinquent Payment to Badgepass

---

This memo is a request to have payments ratified for vendor Badgepass for ribbon received. This invoice in the amount of \$224.76 was lost and not paid. Thank you for your consideration in this regard.



Assistant Chief of Police JACKSON POLICE DEPARTMENT Assistant Chief of Police Vincent Grizzell Chief of  
Police Joseph Wade Wendell Watts

## Memorandum

---

**To: Joseph Wade, Chief of Police**

*Jy 3-8-24 (Approved)*

**Via: Michael X. Outland Sr., Captain of Operations**

*M.O 3-7-24 Approved*

**From: Cleopatra Norris, Fiscal Affairs Officer**

**Date: Thursday, March 7, 2024**

**Re: Ratify Delinquent Payment to Badgepass**

---

This memo is a request to have payments ratified for vendor Badgepass for ribbon received. This invoice in the amount of \$224.76 was lost and not paid. Thank you for your consideration in this regard.



16

**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;

**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:

Agenda Item # 16  
April 23, 2024  
(Wade, Lumumba)

OFFICE OF THE CITY ATTORNEY  
TOMMY W. WADSWORTH

OFFICE OF THE CITY ATTORNEY  
*Robert M. ...*

<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 15<sup>th</sup> and the 30<sup>th</sup> 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.

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN (MOU) WITH SEROLOGICAL RESEARCH INSTITUTE (SERI) TO PROVIDE LABORATORY TESTING OF ITEMS COLLECTED IN SEXUAL ASSAULT CASES AND PROVIDE CASE REVIEWS AND UPLOAD ELIGIBLE DNA RESULTS INTO CODIS NATIONAL DATABASE					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2.CRIME PREVENTION  7.QUALITY OF LIFE					
3.	<b>Who will be affected</b>	JACKSON POLICE DEPARTMENT					
4.	<b>Benefits</b>	Result in improving conviction rate and solving cold cases involving sexual assault and other violent crimes					
5.	<b>Schedule (beginning date)</b>	UPON COUNCIL APPROVAL					
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	ALL WARDS  CITY WIDE  ENDING SEPTEMBER 2024					
7.	<b>Action implemented by:</b> ▪ City Department  ▪	JACKSON POLICE DEPARTMENT  CITY LEGAL					
8.	<b>COST</b>	0\$ (Grant Funded)					
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant ▪ Bond ▪ Other	SAKI Grant funding					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A _____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A _____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A _____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A _____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A _____

Office of the City Attorney


455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This Order Authorizing the Mayor TO EXECUTE AN MOU WITH SEROLOGICAL RESEARCH INSTITUTE is legally sufficient for placement in NOVUS Agenda

  
\_\_\_\_\_  
Drew Maria, City Attorney

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney

  
\_\_\_\_\_  
Date 4/1/24

\_\_\_\_\_  
Date 3/22/24

OFFICE OF THE CITY ATTORNEY



Chief of Police  
Joseph Wade

**JACKSON POLICE DEPARTMENT**  
Investigative Services Bureau

*3 Rec'd & returned*

**Memorandum**

To: Joseph Wade; Chief of Police

*[Signature] 3-18-24 (approved)*

Via: Wendell Watts; Assistant Chief of Police

*3-19-24 -> approved*

Sequerna Banks; Deputy Chief of Investigative Services

*[Signature] 3/12/24*

Chakita Childs; Captain of Investigative Services

*[Signature] 3/12/24*

From: Jacquelyn Gardner; City of Jackson SAKI Administrator

*[Signature] 3/12/24*

Date: March 12, 2024

Re: Request for approval for the execution of an MOU between The City of Jackson Police Department and Serological Research Institute (SERI) to perform DNA technical analysis, cases reviews and CODIS information uploads into the National Database.

This Memorandum is to request approval of the execution of the above MOU between the City of Jackson Police Department and Serological Research Institute (SERI). The MOU will allow SERI to provide DNA analysis and identify profiles that are eligible for uploads into the National Database Indexing System (NDIS). Grant funding under The Sexual Assault Kit Initiative (SAKI) grant has provided the funding opportunity for the City of Jackson to address untested and unsubmitted sexual assault cases. Upon moving forward with this MOU, the cases identified through this process will move forward toward possible prosecution.



**Assistant Chief**  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
**Chief of Police Joseph Wade**

**Assistant Chief**  
Wendell Watts

To: Mayor Chokwe A. Lumumba  
City of Jackson

From: Chief Joseph Wade   
Jackson Police Department

Date: February 14, 2024

Re: **Agenda Order authorizing the City of Jackson to enter into an MOU with The Serological Research Institute in Richmond, CA**

---

Submitted for your approval is an order authorizing the City of Jackson to enter into a Memorandum of Understanding (MOU) with The Serological Research Institute in consideration of the mutual obligations.

The City of Jackson applied for and was awarded funding of \$1,179,593.00 by the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), under the 2020 DOJ FY 20 National Sexual Assault Kit (SAK) Initiative. The purpose of the initiative is to address inventory, tracking, and testing previously unsubmitted SAKs; and collect and test lawfully owed DNA from offenders/arrestees.

This award also provides resources to address the sexual assault investigations and prosecutions that result from evidence and CODIS hits produced by tested SAKs and optimize victim notification protocols and services.

Therefore, it is requested that we move forward with this MOU. If more action or information is needed, please advise.

:sb



**Serological Research Institute**  
 3053 Research Drive, Richmond, CA 94806  
 510-223-SERI (7374)

**MEMORANDUM OF UNDERSTANDING**  
 BETWEEN  
 SEROLOGICAL RESEARCH INSTITUTE  
 AND  
 JACKSON POLICE DEPARTMENT CRIME LABORATORY

This Memorandum of Understanding (MOU) dated March 1, 2024 is made by and between Serological Research Institute (SERI) in Richmond, CA and the Jackson Police Department Crime Laboratory, 514 East Court Street, Jackson, Mississippi, in consideration of the mutual obligations contained herein; the following is agreed by and between SERI and Jackson Police Department Crime Laboratory:

**PROJECT:** Process cold case sexual assault kit evidence

**SCOPE OF WORK** Laboratory testing of pre-selected evidentiary items collected in sexual assault cases during the investigative process. Cases can be submitted in batches of 50 cases per month, each with a completed Case Submission Form. Estimated turnaround time for processing a case is 60 days. SERI will have all casework completed no later than September 30, 2024, contingent upon receiving 50 cases per month beginning April 1, 2024 and ending July 1, 2024. If additional evidence is submitted on any case, it will extend that case's due date. A maximum of 200 cases will be accepted under this MOU.

**PRICE SCHEDULE:** Pricing for the below listed specific services apply only to cases submitted under the *City of Jackson Sexual Assault Initiative (SAKI) Grant 2020-AK-BX-0031*. All prices are standard and will be used for NIJ Grant funded cases.

Grant Pricing for Services	Price
Administrative Fee (applies to all new & reopened cases)	\$750/case
CODIS Upload Fee	\$750/profile
Sexual Assault Kit Screen*	\$600/kit
Reference Sample (Blood or Saliva)	\$700 each
Evidence Sample or Secondary Reference	\$1,000/sample
Evidence Sample take through Quantitation only	\$400/sample
Wearers or Touch DNA	\$2,100/item
M-Vac Extraction	\$1,800/item

\*If no male DNA is recovered no further analysis will be performed. The cost will be \$1,350 (price based on one kit). Each case is invoiced when it is completed. Terms of payment are net 30 days.

Evidence will be shipped back in batches after completion and at SERI's cost.

Case invoices will be consolidated into a bi-monthly statement which will be produced on approximately the 15<sup>th</sup> and 30<sup>th</sup> of every month and sent to SAKI Administrator Jacquelyn Gardner.

This Memorandum shall become effective when signed by Chokwe A. Lumumba, Mayor of the City of Jackson, MS, or her/his designee, and Ledia McVeigh, Director of Operations & Administration.

Jackson Police Crime Laboratory

Serological Research Institute

By: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: *Ledia McVeigh*  
 Date: *March 1, 2024*





17

**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;

OFFICE OF THE CITY ATTORNEY  
Wade Lumumba

Agenda Item # 17  
April 23, 2024  
(Wade, Lumumba)

**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.

  
OFFICE OF THE CITY ATTORNEY

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**November 1, 2023**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>				
	<b>Brief Description/Purpose</b>	Order Authorizing Payment of the \$3,100.00 to Dennis Lott for Services Related to the Training of Jackson Police Department Officers Concerning Unmanned Aircrafts				
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention  Quality of Life				
3.	<b>Who will be affected</b>	City Staff and Law Enforcement Personnel				
4.	<b>Benefits</b>	To help keep the City of Jackson safe by operating in Real Time				
5.	<b>Schedule (beginning date)</b>	Upon Council approval				
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	All Wards  CITY WIDE				
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Jackson Police Department				
--	<b>COST</b>	\$3,100.00				
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Fund- TBD				
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes yes yes yes yes	no no no no no	N/A N/A N/A N/A N/A

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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**This ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$3,100.00 TO DENNIS LOTT FOR SERVICES RELATED TO THE TRAINING OF JACKSON POLICE DEPARTMENT OFFICERS CONCERNING UNMANNED AIRCRAFT is legally sufficient for placement NOVUS Agenda.**

\_\_\_\_\_  
**Drew Martin**

**Carrie Johnson, Sr. Deputy City Attorney**

\_\_\_\_\_  
**Date**



OFFICE OF THE CITY ATTORNEY  
*Carrie Johnson*




Assistant Chief  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
**Chief of Police Joseph Wade**

Assistant Chief  
Wendell Watts

## Memorandum

To: Mayor Chokwe A. Lumumba  
From: Chief of Police Joseph Wade   
Date: November 1, 2023  
Re: **Order authorizing payment to Dennis Lott for DRONE  
unmanned aircraft FAA training (\$3,100.00)**

---

The Jackson Police Department anticipates the implementation of drones to use in its law enforcement investigations and activities. Mr. Dennis Lott has provided instruction and training to seven (7) JPD sworn law enforcement officers. Mr. Lott submitted a proposal for five (5) police officers to receive instruction and training at \$500.00 each, with each additional officer receiving instruction in the same setting at \$300.00 each.

On September 13, 2023, seven (7) police officers received Federal Aviation Administration (FAA) Part 107 course instruction and training, which included onsite and live simulation activities authorized by law, from Mr. Lott and members of the Federal Aviation. This training typically costs between \$200.00 - \$250.00 and consists of primarily instructional videos or online instruction without live simulations.

Submitted for your approval is an order authorizing the City of Jackson to pay for the aforementioned training. The total cost is \$3,100.00, submitted by Dennis Lott.

:sb

## Dennis Lott

123 A Hwy 80 East STE 302  
Clinton, MS 39056  
(601) 951-9501

# Invoice

Submitted on 09/21/233

<b>Invoice for</b> Jackson Police Department Attn: DC Vincent Grizzell RTCC Jackson, MS 39211	<b>Payable to</b> Dennis Lott	<b>Invoice #</b> 202210
	<b>Project</b> Part 107 Training	<b>Due date</b> Upon receipt

Description	Qty	Unit price	Total price
FAA Part 107 training - five trainees	5	\$500.00	\$2,500.00
FAA Part 107 training - 2 trainees in same sessio	2	\$300.00	\$600.00
			\$0.00
			\$0.00

Notes: Thank you for your business!

Subtotal **\$3,100.00**  
Adjustments

**\$3,100.00**

18



**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 invoices; and

**WHEREAS**, the letter sent to Hall's Towing requested that the company provide any unpaid invoices so that no invoice would be 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 accounts stated not acknowledged in writing and 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 Brock, Jr., the Mississippi Attorney General also confirmed that a municipality has a duty to assert applicable statutes of limitations when permissible, even if the claim is validly incurred by the municipality; and

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

Agenda Item # 18  
April 23, 2024  
(Wade, Lumumba)

MISSISSIPPI ATTORNEY GENERAL  
Wade Lumumba

**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

OFFICE OF THE CITY ATTORNEY  
*Handwritten signature*

**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 (1 ½%) per month or portion thereof on the 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 Hall's 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
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
		<b>Total \$ 6,240.00</b>	<b>Total Interest \$ 129.77</b>	<b>Total Due \$6,369.77</b>

  
 ATTORNEY OF THE CITY ATTORNEY

**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 Hall's 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 Hall's Towing in satisfaction of the invoices referenced in this order for which the three (3) year period of limitation has not run.

  
OFFICE OF THE CITY ATTORNEY

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE March 20, 2024

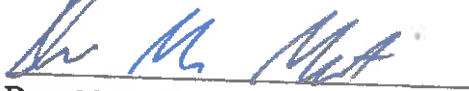
POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	Order ratifies open account and approves payment of undisputed invoices to Hall's Towing					
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Crime Prevention					
3.	<b>Who will be affected</b>	City of Jackson and Hall's Towing					
4.	<b>Benefits</b>	Partial resolution of outstanding undisputed invoices which will stop interest penalty accumulation.					
5.	<b>Schedule (beginning date)</b>	Upon council approval					
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	City in General					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Jackson Police Department					
8.	<b>COST</b>	\$6,369.77 including the interest penalty					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	General fund					
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____	no _____	N/A _____	
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____	
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____	
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____	
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____	

Office of the City Attorney  
455 East Capitol Street

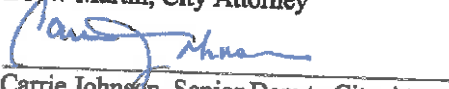
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

**This ORDER RATIFYING OPEN ACCOUNT AND APPROVING THE PAYMENT OF CERTAIN INVOICES OF HALL'S TOWING PURSUANT TO A CONTINUING ACCOUNT RECONCILIATION PROCESS is legally sufficient for placement in NOVUS Agenda**



Drew Martin, City Attorney



Carrie Johnson, Senior Deputy City Attorney

4/1/24

Date

OFFICE OF THE CITY ATTORNEY  




**Assistant Chief of Police**  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
Chief of Police Joseph Wade

**Assistant Chief of Police**  
Wendell Watts

## **Memorandum**

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**To: Chokwe Lumumba, Mayor**

**From: Joseph Wade, Chief of Police**

**Date: Thursday, March 7, 2024**

**Re: Ratify Delinquent Payment to Halls Towing**

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This memo is a request to have payments ratified for vendor Halls Towing for towing services from November 6, 2019- August 24, 2023. Due to the statute of limitations, we can only pay invoices with the last three years. These invoices were received the 3<sup>rd</sup> week of February. The total amount due is \$6,240.00 from the dates June 22, 2021-August 24, 2023. Thank you for your consideration in this regard.

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39184

Invoice No 488101

D  
4/12/24  
10 miles @ 1.28  
days  
In 2024 #12  
Total = 46.80

AUTHORIZED BY		DATE				
VEHICLE MAKE/MODEL Ford Explorer		YEAR 03				
UNIT PROBLEM: <i>access</i>		COLOR white				
ORIGINATION: <i>Rooz &amp; Hudson</i>		MILEDGE				
DESTINATION: <i>TPD impound</i>		LOADED				
DRIVER # 14	UNIT #					
TRAVEL MILEAGE	VIN # 13UC1491941					
TOW MILEAGE	LICENSE NUMBER	STATE				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	\$75.00				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: X						

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609



# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 488202

2: 9 12

8

1.79

79

AUTHORIZED BY:		DATE				
VEHICLE MAKE/MODEL Ford F-150		8-2-22				
UNIT PROBLEM:	YEAR 2016	COLOR White				
ORIGINATION: 1000 N. Mississippi Jackson ms		LOADED				
DESTINATION: City of Jackson Impaired Jackson ms						
TRAVEL MILEAGE	DRIVER # 99-Donnie	UNIT#				
TOW MILEAGE	VIN # 11F1T1W11E1F1141N1C10913195					
TOTAL MILEAGE	LICENSE NUMBER	STATE				
	PO #	RO #				
<table border="1"> <tr><td>PAYOR Coy</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR Coy	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR Coy						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date / /				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	\$175.00				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: X						

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 488416

Date 8-11-01 4:20 PM  
19 months = 2 days  
interior 1.78  
total = 74.78

AUTHORIZED BY:		DATE				
VEHICLE MAKE/MODEL Ford Ranger		8/7/01				
UNIT PROBLEM:	YEAR 2001	COLOR Yellow				
ORIGINATION: Livingston & Richwood st		LOADED				
DESTINATION: SPD. Lot						
TRAVEL MILEAGE	DRIVER # 3	UNIT #				
TOW MILEAGE	VIN # 1T1B080116					
TOTAL MILEAGE	LICENSE NUMBER	STATE				
	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	74.78				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: X						

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
-(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

*Impound*  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 488552

*Due 1/24/22*  
*18 months 19 da*

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL <i>Volkswagen</i>		<i>8-17-22</i>								
YEAR	COLOR									
<i>03</i>	<i>Black</i>									
UNIT PROBLEM:	MILEAGE	LOADED								
<i>Down a Ravine</i>										
ORIGINATION: <i>SB 220 McCain cross street</i>										
DESTINATION: <i>Jackson Impound lot</i>										
DRIVER #	UNIT#									
<i>4</i>	<i>15</i>									
TRAVEL MILEAGE	VIN #									
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>PAYOR</td> <td><i>Jackson Police Dept</i></td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY-STATE-ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			PAYOR	<i>Jackson Police Dept</i>	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	<i>Jackson Police Dept</i>									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	<i>75.00</i>								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: <i>X</i>										

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No **488298**

Done 9/10/22  
18 months 13 days

2221432 7/17

AUTHORIZED BY:		DATE
VEHICLE MAKE/MODEL		COLOR
YEAR	MILEAGE	LOADED
ORIGINATION:		DESTINATION:
DRIVER #	UNIT #	
TRAVEL MILEAGE	VIN #	
TOW MILEAGE	LICENSE NUMBER	STATE
TOTAL MILEAGE	PO #	RO #

PAYOR	Jackson Police Dept
ADDRESS	
CITY-STATE-ZIP	
PHONE #	

OWNER'S NAME	PHONE #
ADDRESS	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#	
SERVICE CALL TOW	ADMIN COST
CARRIER	STOR @
MILEAGE	PAIDOUT/SUBLET
ADD'L TIME	
DRIVELINE	
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR	
2ND TOW	TAX
OTHER	TOTAL PRICE
REMARKS	
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.	
ACCEPTED BY:	X

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 Fax (601) 939-0609

# HALL'S

TOWING SERVICE INC

1161 Weems Street  
Jackson, MS 39208  
350 S. Industrial Parkway  
Highway 9  
Brazoria, MS 39194  
1120 East Third Street  
Forest, MS 39074

Invoice No 489372

Due 10/22/22  
17 months 21 days  
8 12.2  
2.34

AUTHORIZED RE		DATE								
VEHICLE MAKE/MODEL		COLOR								
YEAR		LOADED								
MILEAGE										
ORIGINATOR										
DESTINATION										
DRIVER #	UNIT #									
TRAVEL MILEAGE	VIN #									
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>BYTOR</td> <td>Jackson Police Dept</td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			BYTOR	Jackson Police Dept	ADDRESS		CITY/STATE/ZIP		PHONE #	
BYTOR	Jackson Police Dept									
ADDRESS										
CITY/STATE/ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input checked="" type="checkbox"/> CHARGE/COD		Exp. Date								
SERVICE CALL/TOW	550.00	ADMIN COST								
CARRIER		STOR								
MILEAGE		PAIDOUT/SUBLET								
ADDL TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW		TAX								
OTHER		TOTAL PRICE								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: X										

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

Det. Robert Taylor said  
bill the City.

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 491053

Recd 10/4/22  
150  
7:4

AUTHORIZED BY: <b>JPD</b>		DATE: <b>10-20-</b>				
VEHICLE MAKE/MODEL: <b>Ford Explorer</b>		YEAR: <b>2008</b>				
UNIT PROBLEM: <b>stolen/crime lab</b>		MILEAGE: <b>NA</b>				
ORIGINATION: <b>910 E Fortification St Jxn</b>						
DESTINATION: <b>JPD Crime Lab</b>						
DRIVER #	<b>09</b>	UNIT #				
VIN #	<b>11FME1464E1S841A3101019</b>					
LICENSE NUMBER	<b>No Tag</b>	STATE				
PO #		RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR. @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<b>675.00</b>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 491847

5...  
6 days  
12...  
137.4 Total

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL Dodge Ram 1500		YEAR 19								
UNIT PROBLEM: <del>XXXXXX</del> EVAPORATOR		COLOR Black								
ORIGINATION: <del>XXXXXX</del> COLUMBI		MILEAGE								
DESTINATION: <del>XXXXXX</del> City impound		LOADED								
DRIVER #	19	UNIT #								
TRAVEL MILEAGE	VIN #	KM 949964								
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr><td>PAYOR</td><td>JPD</td></tr> <tr><td>ADDRESS</td><td></td></tr> <tr><td>CITY-STATE-ZIP</td><td></td></tr> <tr><td>PHONE #</td><td></td></tr> </table>			PAYOR	JPD	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	JPD									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOILY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	125.00								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: X										

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street • Jackson, MS 39208  
 350 S. Industrial Parkway Highway 3 Yazoo City, MS 39194  
 1120 East Third Street Forest, MS 39074

Invoice No 491926

Due 1/9/23  
 15 months 3 days  
 Interest @ 2.98  
 Total @ 127.38

AUTHORIZED BY: J.P.D		DATE: 11-25				
VEHICLE MAKE/MODEL: Ford Explorer	YEAR: 2014	COLOR: white				
UNIT PROBLEM: stolen	MILEAGE:	LOADED:				
ORIGINATION: McDowell Park Cir Tjn MS						
DESTINATION: City of Tjn Impound Tjn MS						
no keys doors locked	DRIVER # 09	UNIT # 11				
TRAVEL MILEAGE:	VIN # 11AM9K8GT17EGB267091					
TOW MILEAGE:	LICENSE NUMBER No Tag	STATE:				
TOTAL MILEAGE:	PO #	RO #				
<table border="1"> <tr><td>PAYOR: J.P.D</td></tr> <tr><td>ADDRESS:</td></tr> <tr><td>CITY-STATE-ZIP:</td></tr> <tr><td>PHONE #:</td></tr> </table>			PAYOR: J.P.D	ADDRESS:	CITY-STATE-ZIP:	PHONE #:
PAYOR: J.P.D						
ADDRESS:						
CITY-STATE-ZIP:						
PHONE #:						
OWNER'S NAME:		PHONE #:				
ADDRESS:						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date: / /				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	\$ 125.00				
REMARKS:						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: X						

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
 (601) 939-3932 • 1-800-748-9960 • Fax, (601) 939-0609



# Halls Towing Service

# Invoice

1161 Weems Street  
Jackson, MS 39208  
Phone: 601-939-3932  
: 601-939-0609

DATE	INVOICE #
11/30/22	492453

*Rec 11/14/23*

Bill To *2 Lines 2 5:36 Total = 125.00* Call Information

City Of Jackson  
Box 17  
Jackson, MS 39205

2016 Dodge Ram 1500 White  
RYZ4526 GA VIN: 1C6RR7NT45303004  
LOC: Old Canton And Ridgewood Rd ,Jackson,MS  
DES: City Impound,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	\$100.00	\$100.00
1	Fuel Adjustment Charge	\$25.00	\$25.00
		<b>Sub Total (\$):</b>	\$125.00
		<b>Tax (\$):</b>	\$0.00
		<b>Total (\$):</b>	\$125.00
		<b>Payments (\$):</b>	\$0.00
		<b>Total Due:</b>	\$ 125.00

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

*Impound*

• Invoice No 492679

Due 1/25/23

14 months 18.29

Interest 2.30

Total 20.59

AUTHORIZED BY: <u>J.P.D.</u>		DATE: <u>12-11-</u>				
VEHICLE MAKE/MODEL: <u>Dodge Grand Caravan</u>		YEAR: <u>2003</u>				
UNIT PROBLEM:		MILEAGE: <u>N/A</u>				
ORIGINATION: <u>Woody Dr. &amp; McDowell Rd Ext.</u>						
DESTINATION: <u>City Impound Jackson</u>						
DRIVER # <u>15</u>		UNIT #				
TRAVEL MILEAGE	VIN #					
TOW MILEAGE	LICENSE NUMBER	STATE				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<u>5 125.00</u>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <u>X</u>						

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 8  
Yazoo City, MS 39194

Invoice No 492497

AUTHORIZED BY: <b>SPD</b>		DATE: <b>12/13/22</b>				
VEHICLE MAKE/MODEL: <b>Honda Accord</b>	YEAR: <b>2005</b>	COLOR: <b>gray</b>				
UNIT PROBLEM:	MILEAGE:	LOADED:				
ORIGINATION: <b>1525 Beasley rd Jackson</b>						
DESTINATION: <b>City Inbound</b>						
	DRIVER # <b>3</b>	UNIT#				
TRAVEL MILEAGE	VIN #					
TOW MILEAGE	LICENSE NUMBER	STATE: <b>51A 119721916</b>				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<b>\$17.500</b>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

Due 1/27/23

14

11/20/22 207  
Total 127.24

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

## TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

*Input*  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 498-73

AUTHORIZED BY: <b>SPD</b>		DATE: <b>12/18/22</b>				
VEHICLE MAKE/MODEL: <b>Mercedes Altina</b>	YEAR: <b>2006</b>	COLOR: <b>gold</b>				
UNIT PROBLEM:	MILEAGE:	LOADED:				
ORIGINATION: <b>1805 Harrison Ave Jackson</b>						
DESTINATION: <b>SPD Invoiced</b>						
	DRIVER # <b>3</b>	UNIT#				
TRAVEL MILEAGE	VIN #					
TOW MILEAGE	LICENSE NUMBER	STATE: <b>MS</b>				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW						
OTHER	TAX					
REMARKS	TOTAL PRICE	<b>\$175.00</b>				
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

Due 2/1/23

17 months delay

Interest = 2.00

TAX = 127.25

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street Jackson, MS 39208  
 350 S. Industrial Parkway Highway 3 Yazoo City, MS 39194  
 1120 East Third Street Forest, MS 39074

Invoice No 493087

AUTHORIZED BY: J.P.D.		DATE: 12-23-22				
VEHICLE MAKE/MODEL: Nissan Maxima	YEAR: 2006	COLOR: White				
UNIT PROBLEM: Abandon	MILEAGE: N/A	LOADED				
ORIGINATION: Bowers St & Mason Blvd Jackson						
DESTINATION: Impound Lot Jackson						
	DRIVER #: 15	UNIT#				
TRAVEL MILEAGE	VIN #: 11M4B1A411E12161C81187213					
TOW MILEAGE	LICENSE NUMBER: HNX 2766	STATE: MS				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	\$125.00				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: X						

2/6/23  
 14 months 3 days  
 2/23/22  
 2/24/22

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
 (601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street Jackson, MS 39208  
 350 S. Industrial Parkway Highway 3 Yazoo City, MS 39194  
 1120 East Third Street Forest, MS 39074

*Impound*

Invoice No 49790

AUTHORIZED BY: <i>S.P.D</i>		DATE: <i>12-24-22</i>
VEHICLE MAKE/MODEL: <i>Chery Camaro</i>		COLOR: <i>Black</i>
UNIT PROBLEM:	YEAR: <i>2015</i>	LOADED
		MILEAGE: <i>N/A</i>
ORIGINATION: <i>325 Woodview Dr. Jackson</i>		
DESTINATION: <i>crime lab Jackson</i>		
	DRIVER #: <i>15</i>	UNIT #:
TRAVEL MILEAGE	VIN #: <i>12G11F1B11E136F19115115188</i>	
TOW MILEAGE	LICENSE NUMBER: <i>NKF 3843</i>	STATE: <i>Tx</i>
TOTAL MILEAGE	PO #:	RO #:

*D 2/7/23*

*Sub 2.1 2013 2 days*

PAYOR
ADDRESS
CITY-STATE-ZIP
PHONE #

OWNER'S NAME		PHONE #
ADDRESS		
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK	<input type="checkbox"/> CHARGE/CC#
SERVICE CALL/TOW	ADMIN COST	Exp
CARRIER	STOR @	
MILEAGE	PAIDOUT/SUBLET	
ADD'L TIME		
DRIVELINE		
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
2ND TOW	TAX	
OTHER	TOTAL PRICE	<i>\$125.00</i>
REMARKS		

I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.

ACCEPTED BY: X *[Signature]*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
 (601) 939-3932 • 1-800-748-9960 Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

**IMPOUND**  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 492791

AUTHORIZED BY: <b>JPD</b>		DATE: <b>12-29-2</b>				
VEHICLE MAKE/MODEL: <b>Dodge Avrange</b>	YEAR: <b>2014</b>	COLOR: <b>white</b>				
UNIT PROBLEM: <b>Accident</b>	MILEAGE	LOADED				
ORIGINATION: <b>T-55 @ Lakeland Dr Exit Jxn MS</b>						
DESTINATION: <b>City Jackson Impound</b>						
<b>109</b>	DRIVER # <b>09</b>	UNIT # <b>15</b>				
TRAVEL MILEAGE	VIN # <b>11G4AD1HFG117K064512310</b>					
TOW MILEAGE	LICENSE NUMBER <b>G-82851</b>	STATE <b>MS</b>				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<b>\$125.00</b>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

Nov 2/12/2013

14 months

INTEREST 2013

Total = 2121

MAILING ADDRESS: 1161 Weems Street Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-743-9933 Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 493458

AUTHORIZED BY: <b>JPD</b>		DATE: <b>1-2-2</b>				
VEHICLE MAKE/MODEL: <b>Ford Ranger</b>		YEAR: <b>1996</b>				
UNIT PROBLEM: <b>Hold For shooting/accident</b>		MILEAGE: <b>N/A</b>				
ORIGINATION: <b>corner McDaniel + small wood Trn MS</b>						
DESTINATION: <b>City of Trn Impound Lot Trn MS</b>						
DRIVER # <b>09</b>		UNIT# <b>15</b>				
TRAVEL MILEAGE	VIN # <b>2F7TGA11YXGTA8411229</b>					
TOW MILEAGE	LICENSE NUMBER <b>HN6-6630</b>	STATE <b>MS</b>				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date: <b>1</b>				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE		<b>125.00</b>				
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE					
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

Nue 2/16/23

13 miles 27 d

2.7.2019 92.17

Tota/s 127.19

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609



# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 493474

AUTHORIZED BY: <i>PD</i>		DATE: <i>1-7-27</i>				
VEHICLE MAKE/MODEL: <i>Dodge Grand Caravan</i>		YEAR: <i>2007</i> COLOR: <i>White</i>				
UNIT PROBLEM: <i>Stolen/Recovery</i>		MILEAGE: <i>N/A</i> LOADED:				
ORIGINATION: <i>751 E. 1st St. Cross Dr. Jxn MS</i>						
DESTINATION: <i>City Impound Jxn MS</i>						
DRIVER # <i>29</i>		UNIT # <i>15</i>				
TRAVEL MILEAGE		VIN # <i>11MAG1P23H517B126251031</i>				
TOW MILEAGE		LICENSE NUMBER: <i>MAC0445</i> STATE: <i>MS</i>				
TOTAL MILEAGE		PO # RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date <i>1</i>				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SURLET					
ADD'L TIME						
DRIVELINE		<i>125.00</i>				
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE					
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: X						

*Due 2/2/25*  
*13 months 22 days*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9961 Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

*Inland*  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice N<sup>o</sup> 493606

AUTHORIZED BY: <i>J. P. N</i>		DATE: <i>1-11-25</i>				
VEHICLE MAKE/MODEL: <i>Chevy Silverado</i>		COLOR: <i>White</i>				
YEAR: <i>2022</i>		LOADED: <input type="checkbox"/>				
UNIT PROBLEM:	MILEAGE: <i>N/A</i>					
ORIGINATION: <i>4051 Rainey Rd, Jackson</i>						
DESTINATION: <i>City Impound</i>						
DRIVER #	<i>15</i>	UNIT #				
TRAVEL MILEAGE	VIN #					
TOW MILEAGE	<i>131G1C1N1A1A1E1D1G1N1G161218121915</i>	STATE				
TOTAL MILEAGE	LICENSE NUMBER: <i>N/A</i>					
	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVE LINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<i>125.00</i>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <i>X</i>						

*Done 2/25/25*

*by [unclear] 2/27/25*

*Total 1 @ 27.00*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 8  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 493811

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL Honda accord		YEAR 2004								
UNIT PROBLEM: abandoned		COLOR gray								
ORIGINATION: 1028 conper RD Jackson MS		MILEAGE								
DESTINATION: JPD Impound Lot Jackson MS		LOADED								
DRIVER #	6	UNIT#								
TRAVEL MILEAGE	VIN #	A119409195								
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr><td>PAYOR</td><td>JPD</td></tr> <tr><td>ADDRESS</td><td></td></tr> <tr><td>CITY-STATE-ZIP</td><td></td></tr> <tr><td>PHONE #</td><td></td></tr> </table>			PAYOR	JPD	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	JPD									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	\$ 175.00								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: X										

due 2/28/05  
13 x 1 day  
2/21/05  
Total \$ 127.13

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice N°493545

AUTHORIZED BY:		DATE				
VEHICLE MAKE/MODEL <i>Bmw X5</i>		YEAR <i>07</i>				
UNIT PROBLEM: <i>Abandoned street</i>		COLOR <i>Black</i>				
ORIGINATION: <i>3861 main st</i>		LOADED				
DESTINATION: <i>TPD impound</i>						
DRIVER #	<i>19</i>	UNIT#				
TRAVEL MILEAGE	VIN #	<i>74K 64387</i>				
TOW MILEAGE	LICENSE NUMBER <i>HPA3284</i>	STATE <i>MS</i>				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<i>125.00</i>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <i>X</i>						

*Pue 3/2/03*

*Q n main st*

*3861 main st*

*3861 main st*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice N<sup>o</sup>493852

AUTHORIZED BY: <i>JPD</i>		DATE: <i>1-16-23</i>								
VEHICLE MAKE/MODEL: <i>Chevy C3500</i>	YEAR: <i>2000</i>	COLOR: <i>white</i>								
UNIT PROBLEM: <i>Impound</i>	MILEAGE: <i>N/A</i>	LOADED								
ORIGINATION: <i>Pinecrest St Jxn MS</i>										
DESTINATION: <i>City of Jxn crime lab Jxn MS</i>										
	DRIVER # <i>09</i>	UNIT # <i>50</i>								
TRAVEL MILEAGE	VIN # <i>1GBC314R31YF4492341</i>									
TOW MILEAGE	LICENSE NUMBER <i>AAS 1037</i>	STATE <i>MS</i>								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>PAYOR</td> <td><i>City of Tritson</i></td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY-STATE-ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			PAYOR	<i>City of Tritson</i>	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	<i>City of Tritson</i>									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW		ADMIN COST								
CARRIER		STOR @								
MILEAGE		PAIDOUT/SUBLET								
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW		TAX								
OTHER		TOTAL PRICE <i>\$125.00</i>								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: <i>X</i>										

*Due 3/2/23*

*151 1111 1111  
311 1111 1111  
1111 1111 1111*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39184

Invoice N<sup>o</sup> 494008

AUTHORIZED BY: Jackson Police Dept.		DATE: 1-14-8				
VEHICLE MAKE/MODEL: Volvo	YEAR:	COLOR: Yellow				
UNIT PROBLEM: 1:00	MILEAGE:	LOADED:				
ORIGINATION: Jackson, MS						
DESTINATION: Jackson, MS						
TRAVEL MILEAGE:	DRIVER #	UNIT #				
TOW MILEAGE:	VIN # 31					
TOTAL MILEAGE:	LICENSE NUMBER:	STATE:				
	PO #	RO #				
<table border="1"> <tr><td>PAYOR: JPD</td></tr> <tr><td>ADDRESS:</td></tr> <tr><td>CITY-STATE-ZIP:</td></tr> <tr><td>PHONE #:</td></tr> </table>			PAYOR: JPD	ADDRESS:	CITY-STATE-ZIP:	PHONE #:
PAYOR: JPD						
ADDRESS:						
CITY-STATE-ZIP:						
PHONE #:						
OWNER'S NAME:		PHONE #:				
ADDRESS:						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date:				
SERVICE CALL/TOW:	ADMIN COST:					
CARRIER:	STOR @:					
MILEAGE:	PAIDOUT/SUBLET:					
ADD'L TIME:						
DRIVELINE:						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR:						
2ND TOW:	TAX:					
OTHER:	TOTAL PRICE:	350.00				
REMARKS:						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: X [Signature]						

Due 3/5/23  
 1-3 months 7 day  
 interest = 5.93  
 Total = 355.83

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 493966

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL <i>Toyota Corolla</i>		YEAR <i>11</i>								
UNIT PROBLEM: <i>Stolen Reclaim</i>		LOADED								
ORIGINATION: <i>2944 Lakewood Dr</i>										
DESTINATION: <i>Chickadee</i>										
DRIVER # <i>19</i>		UNIT #								
TRAVEL MILEAGE	VIN #	<i>4U1811345</i>								
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>PAYOR</td> <td><i>Talke PD</i></td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY-STATE-ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			PAYOR	<i>Talke PD</i>	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	<i>Talke PD</i>									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH - <input type="checkbox"/> CHECK - <input type="checkbox"/> CHARGE/CC#		Exp. Date <i>1</i>								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	<i>125.00</i>								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: <i>X</i>										

*Paid 3/15/23*

*13 months 6 days*

*Initials 2-2-18  
total \$ 127.00*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

300 S. MISSISSIPPI Gateway  
Highway 3  
Yazoo City, MS 39184

1120 East Third Street  
Forest, MS 39074

Invoice No 493648

AUTHORIZED BY: <u>JPD</u>		DATE: <u>1-20-23</u>								
VEHICLE MAKE/MODEL: <u>Chevy Sierra</u>		YEAR: <u>2001</u> COLOR: <u>White</u>								
UNIT PROBLEM:		MILEAGE: _____ LOADED: _____								
ORIGINATION: <u>226 Sanford St Jackson</u>										
DESTINATION: <u>City Impound</u>										
DRIVER #	<u>15</u>	UNIT #								
TRAVEL MILEAGE	VIN #	<u>11G1T1E1K1191W311Z11913161619</u>								
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>PAYOR</td> <td><u>Jackson PD</u></td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY-STATE-ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			PAYOR	<u>Jackson PD</u>	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	<u>Jackson PD</u>									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	<u>125.00</u>								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: <u>X</u>										

*Now 3/6/23*

*3001 36*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609



# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

*Emp out*  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 93649

AUTHORIZED BY: <i>J.P.D.</i>		DATE: <i>1-20-23</i>								
VEHICLE MAKE/MODEL: <i>Honda Accord</i>		YEAR: <i>2005</i> COLOR: <i>Blu.</i>								
UNIT PROBLEM:		MILEAGE: <i>.</i> LOADED:								
ORIGINATION: <i>Gring Int.</i>										
DESTINATION: <i>City Imperial</i>										
DRIVER # <i>15</i>		UNIT#								
TRAVEL MILEAGE	VIN # <i>111H1G1C1M15161819</i>	<i>51A10101191311</i>								
TOW MILEAGE	LICENSE NUMBER: <i>HNS5037</i>	STATE: <i>MS</i>								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>PAYOR</td> <td><i>JACKSON PD</i></td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY-STATE-ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			PAYOR	<i>JACKSON PD</i>	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	<i>JACKSON PD</i>									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/C#		Exp. Date: <i>1</i>								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADDL. TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	<i>4125.00</i>								
REMARKS		<i>\$ 125.00</i>								
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: <i>X</i>										

*Don 3/2/23*

*13 months*

*Interest #2*

*T total*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

*Impou*  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice N<sup>o</sup> 494113

*Due 3/2/23*  
*1 2 3 4 da*  
*2.48*  
*152.48*

AUTHORIZED BY: <i>SPD</i>		DATE: <i>1-22-23</i>								
VEHICLE MAKE/MODEL: <i>Cat Forklift</i>		COLOR:								
UNIT PROBLEM: <i>Abandoned</i>		LOADED:								
ORIGINATION: <i>4715 Methodist home rd Jackson</i>										
DESTINATION:										
DRIVER #	<i>15</i>	UNIT#								
TRAVEL MILEAGE	VIN #	<i>made 1st</i>								
TOW MILEAGE	LICENSE NUMBER: <i>4695-814</i>	STATE: <i>MS</i>								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>PAYOR</td> <td><i>JACKSON PD</i></td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY-STATE-ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			PAYOR	<i>JACKSON PD</i>	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	<i>JACKSON PD</i>									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	<i>150.00</i>								
REMARKS: <i>\$150.00</i>										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: <i>X</i>										

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

*Impound*  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 493879

AUTHORIZED BY: <b>JPP</b>		DATE: <b>1-22-23</b>				
VEHICLE MAKE/MODEL: <b>1 Toyota sk Forklift</b>	YEAR:	COLOR: <b>Orange</b>				
UNIT PROBLEM: <b>Winch-out &amp; Impound</b>	MILEAGE:	LOADED:				
ORIGINATION: <b>4915 Methodist Holmes Rd Jxn MS</b>						
DESTINATION: <b>City of Jxn Impound</b>						
	DRIVER # <b>09</b>	UNIT # <b>14</b>				
TRAVEL MILEAGE	VIN # <b>91FGC425111</b>	ST # <b>185731</b>				
TOW MILEAGE	LICENSE NUMBER	STATE				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr> <td>PAYOR: <b>JACKSON PD</b></td> </tr> <tr> <td>ADDRESS:</td> </tr> <tr> <td>CITY-STATE-ZIP:</td> </tr> <tr> <td>PHONE #:</td> </tr> </table>			PAYOR: <b>JACKSON PD</b>	ADDRESS:	CITY-STATE-ZIP:	PHONE #:
PAYOR: <b>JACKSON PD</b>						
ADDRESS:						
CITY-STATE-ZIP:						
PHONE #:						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date: <b>1</b>				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<b>\$125.00</b>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

Due 3/8/23

*18 months*  
*12,400.00*  
*12/18/22*  
*12/18/22*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. INDUSTRIAL PARKWAY  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 493975

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL Nissan Altima		1-23-23								
YEAR	15	COLOR White								
UNIT PROBLEM: Stolen & recovered	MILEAGE	LOADED								
ORIGINATION: Crumpler										
DESTINATION: impounded TPD										
DRIVER #	14	UNIT #								
TRAVEL MILEAGE	VIN #	1E1G11G1519								
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr><td>PAYOR</td><td>TPD</td></tr> <tr><td>ADDRESS</td><td></td></tr> <tr><td>CITY-STATE-ZIP</td><td></td></tr> <tr><td>PHONE #</td><td></td></tr> </table>			PAYOR	TPD	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	TPD									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAID OUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	125.00								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: X										

Due 3/19/23  
13 m...  
Interest + 2.06  
Total 27.26

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 9  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No: 94210

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL Hyundai sonata		1-26-23								
UNIT	YEAR	COLOR								
PROBLEM: accident	2017	black								
ORIGINATION: Flugliappell + Queen Eleanor Jackson MS		MILEAGE								
DESTINATION: c ty Impound Jackson MS		LOADED								
DRIVER #	UNIT #									
6										
TRAVEL MILEAGE	VIN #									
		H1H567484								
TOW MILEAGE	LICENSE NUMBER	STATE								
		-								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>PAYOR</td> <td>JPD</td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY-STATE-ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			PAYOR	JPD	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	JPD									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
		/								
SERVICE CALL TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	\$ 475.00								
REMARKS		\$ 475.00								

I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.

ACCEPTED BY: X 195 2797

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 Fax (601) 939-0609

13 months  
7.79  
475.00

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 494404

AUTHORIZED BY: <b>JPP</b>		DATE: <b>1-30-23</b>				
VEHICLE MAKE/MODEL: <b>Huando sonata</b>	YEAR: <b>2017</b>	COLOR: <b>silver</b>				
UNIT / PROBLEM: <b>Recovery - Stolen</b>	MILEAGE: <b>N/A</b>	LOADED				
ORIGINATION: <b>200 Rebelwood Dr Txn MS</b>						
DESTINATION: <b>City of Txn Impound</b>						
	DRIVER # <b>09</b>	UNIT # <b>14</b>				
TRAVEL MILEAGE	VIN # <b>S1MAE1241AF8HHS01136A1</b>					
TOW MILEAGE	LICENSE NUMBER	STATE				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR: <b>JRD</b></td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR: <b>JRD</b>	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR: <b>JRD</b>						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date <b>S1MAE1241AF8H</b>				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME		<b>125.00</b>				
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE					
REMARKS		<b>125.00</b>				
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

Due 3/16/23

13 days - 27 days

TJT

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 494427

AUTHORIZED BY: <b>JPD</b>		DATE: <b>2-5-23</b>				
VEHICLE MAKE/MODEL: <b>TOYOTA Corolla</b>		YEAR: <b>2007</b>				
UNIT PROBLEM: <b>Phantom on 04</b>		LOADED				
ORIGINATION: <b>T. Cr St @ Silvanast Exit Tex MS</b>						
DESTINATION: <b>City of Tex. Impound Tex MS</b>						
DRIVER #	<b>09</b>	UNIT #				
TRAVEL MILEAGE	VIN # <b>11VXXBA32F13321232751</b>					
TOW MILEAGE	LICENSE NUMBER	STATE				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME		<b>125.00</b>				
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<b>\$125.00</b>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

Due 3/22/23  
12 months 21 da  
10:00 a.m. 10:00

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939 3932 • 1-800-748 9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 494818

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL Initial: G35		2-25-23								
YEAR	2009	COLOR								
MILEAGE		Beige								
UNIT PROBLEM:		LOADED								
ORIGINATION: 1924 West Highway + Jackson										
DESTINATION: 7177. in round lot Jackson MS										
DRIVER #	6	UNIT #								
TRAVEL MILEAGE	VIN #	5M2A25241								
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr> <td>PAYOR</td> <td>SPD</td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>CITY-STATE-ZIP</td> <td></td> </tr> <tr> <td>PHONE #</td> <td></td> </tr> </table>			PAYOR	SPD	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	SPD									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	\$125.00								
REMARKS		\$125.00								
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: X										

due 4/11/23  
12 months 1 day

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9961 • Fax (601) 939-0609



# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

307 S. INDUSTRIAL PARKWAY  
Highway 3  
Yazoo City, MS 39194

Invoice No 494946

AUTHORIZED BY: JPD		DATE: 2-26-23				
VEHICLE MAKE/MODEL: Ford F 150	YEAR: 2018	COLOR: white				
UNIT PROBLEM: TIRE FLAT	MILEAGE: N/A	LOADED				
ORIGINATION: City of Tex (Industrial Tr) #125						
DESTINATION: City of Tex (Industrial lot Tr) #125						
	DRIVER #: 04	UNIT #: 50				
TRAVEL MILEAGE	VIN #: 1F171141E1G9JHC1134619					
TOW MILEAGE	LICENSE NUMBER: No Tag	STATE				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR: P.O.S</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR: P.O.S	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR: P.O.S						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date: / /				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOK					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME		12.5 00				
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE					
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: X						

DUE 4/10/23

13 months

911.89

total 9126.89

MAILING ADDRESS: 1161 Weems St., Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9900 • (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39184

Invoice No 495638

AUTHORIZED BY:		DATE: 3-13-13					
VEHICLE MAKE/MODEL: Chevy Malibu		YEAR: 2012	COLOR: Tan				
UNIT PROBLEM: abandoned	MILEAGE:	LOADED:					
ORIGINATION: Medger Evers Blvd Jackson MS							
DESTINATION: JPD Impound Lot Jackson MS							
DRIVER # 6		UNIT #					
TRAVEL MILEAGE:	VIN #	AF309990					
TOW MILEAGE:	LICENSE NUMBER:	STATE:					
TOTAL MILEAGE:	PO #	RO #					
<table border="1"> <tr><td>PAYOR: JPD</td></tr> <tr><td>ADDRESS:</td></tr> <tr><td>CITY-STATE-ZIP:</td></tr> <tr><td>PHONE #:</td></tr> </table>				PAYOR: JPD	ADDRESS:	CITY-STATE-ZIP:	PHONE #:
PAYOR: JPD							
ADDRESS:							
CITY-STATE-ZIP:							
PHONE #:							
OWNER'S NAME:		PHONE #:					
ADDRESS:		PHONE #:					
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date					
SERVICE CALL/TOW:	ADMIN COST:						
CARRIER:	STOR @:						
MILEAGE:	PAIDOUT/SUBLET:						
ADD'L TIME:							
DRIVELINE:							
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR:							
2ND TOW:	TAX:						
OTHER:	TOTAL PRICE:	\$125.00					
REMARKS:							
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.							
ACCEPTED BY: X							

Due 4/27/023

11 months 16 days

Interest \$1.81

Total \$4.81

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9966 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 496038

Recovered from creek

Due 3/17/03

10 months 2 weeks

Initial \$5

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL		COLOR								
UNIT PROBLEM:	MILEAGE	LOADED								
ORIGINATION:										
DESTINATION:										
DRIVER #	UNIT #									
TRAVEL MILEAGE	VIN #									
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr><td>PAYOR</td><td>103</td></tr> <tr><td>ADDRESS</td><td></td></tr> <tr><td>CITY-STATE-ZIP</td><td></td></tr> <tr><td>PHONE #</td><td></td></tr> </table>			PAYOR	103	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	103									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE									
REMARKS										
\$425.00										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: X										

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# Halls Towing Service

1161 Weems Street  
Jackson, MS 39208  
Phone: 601-939-3932  
Fax: 601-939-0609

# Invoice

DATE	INVOICE #
04/07/23	496377

### Bill To

### Call Information

City Of Jackson  
Box 17  
Jackson, MS 39205

*Due 4/20/23*

*Interest # 1000*  
*total 1010.68*

2014 Toyota Corolla Silver Four Door  
VIN: 2T1BURHE6EC076272  
LOC: 120 Parkway, Jackson, MS, Tapstrey Apts Bldg 3  
In The Back  
DES: Jackson Police Department  
Impound, Jackson, MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	\$125.00	\$125.00
		<b>Sub Total (\$):</b>	\$125.00
		<b>Tax (\$):</b>	\$0.00
		<b>Total (\$):</b>	\$125.00
		<b>Payments (\$):</b>	\$0.00
		<b>Total Due:</b>	<b>\$ 125.00</b>

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

Invoice No 496716

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL Nissan Altima		YEAR 2014								
UNIT PROBLEM: abandoned		COLOR Black								
ORIGINATION: Jimp and Jackson MS		LOADED								
DESTINATION: Impound Lot Jackson MS										
DRIVER #	6	UNIT #								
TRAVEL MILEAGE	VIN #	LE11016172								
TOW MILEAGE	LICENSE NUMBER	STATE								
TOTAL MILEAGE	PO #	RO #								
<table border="1"> <tr><td>PAYOR</td><td>JPD</td></tr> <tr><td>ADDRESS</td><td></td></tr> <tr><td>CITY-STATE-ZIP</td><td></td></tr> <tr><td>PHONE #</td><td></td></tr> </table>			PAYOR	JPD	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	JPD									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	\$125.00								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: X										

Due 5/26/23  
in the driveway  
Impound lot  
Total \$125.00

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

*mpa*  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 496622

AUTHORIZED BY: <i>JPN</i>		DATE: <i>4-13-13</i>				
VEHICLE MAKE/MODEL: <i>Cadillac ATS</i>	YEAR: <i>2013</i>	COLOR: <i>White</i>				
UNIT PROBLEM: <i>Stolen / Recovery</i>	MILEAGE: <i>N/A</i>	LOADED				
ORIGINATION: <i>S. Gallatin &amp; Oklahoma St Jackson</i>						
DESTINATION: <i>City Impound Jackson</i>						
DRIVER # <i>15</i>	UNIT #					
TRAVEL MILEAGE	VIN #					
TOW MILEAGE	LICENSE NUMBER	STATE				
TOTAL MILEAGE	PO #	RO #				
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<i>\$1250</i>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <i>X</i>						

*Due 5/28/13*  
*10 months 15 days*  
*Interest*  
*5/27 - 5/28/13*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609



1161 Weems Street  
Jackson, MS 39208

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

1120 East Third Street  
Forest, MS 39074

*Import*

Invoice No 496801

AUTHORIZED BY: <b>JPD</b>		DATE: <b>4-17-27</b>				
VEHICLE MAKE/MODEL: <b>Toyota Camry</b>	YEAR: <b>1996</b>	COLOR: <b>Gold</b>				
UNIT PROBLEM: <b>Accret</b>	MILEAGE: <b>N/A</b>	LOADED				
ORIGINATION: <b>218 Heloise St Trn</b>						
DESTINATION: <b>City of Trn crime Lab Trn MS</b>						
DRIVER #: <b>04</b>	UNIT #: <b>50</b>					
TRAVEL MILEAGE	VIN #: <b>4T1G11B1G1211494</b>	STATE: <b>MS</b>				
TOW MILEAGE	LICENSE NUMBER: <b>HPB 6287</b>	RO #:				
TOTAL MILEAGE						
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>			PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR						
ADDRESS						
CITY-STATE-ZIP						
PHONE #						
OWNER'S NAME		PHONE #				
ADDRESS						
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date				
SERVICE CALL/TOW	ADMIN COST:					
CARRIER	STOR @					
MILEAGE	PAIDOUT/SUBLET					
ADD'L TIME						
DRIVELINE						
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR						
2ND TOW	TAX					
OTHER	TOTAL PRICE	<b>\$125.00</b>				
REMARKS						
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.						
ACCEPTED BY: <b>X</b>						

*N on 4/1/23*

*10 months 11/2022*

*2/1/2023*

*T 10 = 22-23*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208

1120 East Third Street  
Forest, MS 39074

*Impound*  
350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No **49F74**

AUTHORIZED BY:		DATE								
VEHICLE MAKE/MODEL <i>Ford Fusion</i>		<i>4-19-23</i>								
UNIT PROBLEM:	YEAR <i>2009</i>	COLOR <i>Grey</i>								
ORIGINATION:	MILEAGE	LOADED								
<i>2170 Belvedere Tr Jackson Miss</i>										
DESTINATION: <i>Jackson Impound lot Jackson Miss</i>										
TRAVEL MILEAGE	DRIVER # <i>6</i>	UNIT #								
TOW MILEAGE	VIN #									
TOTAL MILEAGE	LICENSE NUMBER	STATE <i>91313813617</i>								
	PO #	RO #								
<table border="1"> <tr><td>PAYOR</td><td><i>387</i></td></tr> <tr><td>ADDRESS</td><td></td></tr> <tr><td>CITY-STATE-ZIP</td><td></td></tr> <tr><td>PHONE #</td><td></td></tr> </table>			PAYOR	<i>387</i>	ADDRESS		CITY-STATE-ZIP		PHONE #	
PAYOR	<i>387</i>									
ADDRESS										
CITY-STATE-ZIP										
PHONE #										
OWNER'S NAME		PHONE #								
ADDRESS										
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Ex								
SERVICE CALL/TOW	ADMIN COST									
CARRIER	STOR @									
MILEAGE	PAIDOUT/SUBLET									
ADD'L TIME										
DRIVELINE										
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR										
2ND TOW	TAX									
OTHER	TOTAL PRICE	<i>\$125.00</i>								
REMARKS										
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft.										
ACCEPTED BY: <i>X</i>										

*Due 4/3/23*

*10 monthly 2 days*

*Interest \$1.00*

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609



Comp

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 496578

AUTHORIZED BY		DATE
VEHICLE MAKE (MODEL)		4-20-23
Dodge Charger		COLOR
Over heating		White
ORIGINATION: County line / Ridgewood		LOADED
DESTINATION: City impound		
TRAVEL MILEAGE	DRIVER # 2	UNIT # 1817
TOW MILEAGE	VIN #	FH745799
TOTAL MILEAGE	LICENSE NUMBER	STATE
	PO #	RO #
PAYOR City of Jackson ADDRESS CITY-STATE-ZIP PHONE #		
OWNER'S NAME		PHONE #
ADDRESS		
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CC#		Exp. Date
SERVICE CALL TOW	ADMIN COST	
CARRIER	STOR @	
MILEAGE	PAIDOUT/SUBLET	
ADD'L TIME		
DRIVELINE		
DOLLY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
2ND TOW	TAX	45.50
OTHER	TOTAL PRICE	
REMARKS		
I hereby certify the company specified above to tow this vehicle and acknowledge that said company will not be responsible for personal articles or in case of fire or theft		
ACCEPTED BY: X		

Due 4/23

Interest .58

Total \$45.58

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609

# HALL'S

TOWING SERVICE, INC

1161 Weems Street  
Jackson, MS 39208  
1120 East Third Street  
Forest, MS 39074

350 S. Industrial Parkway  
Highway 3  
Yazoo City, MS 39194

Invoice No 4997 3

AUTHORIZED BY		7-17-23					
VEHICLE MAKE/MODEL	YEAR	DATE					
Nissan Titan 1		6/24					
UNIT PROBLEM	MILEAGE	LOADED					
No start							
ORIGINATOR 200 S. Canton Dr Jackson, MS							
DESTINATION J.P.D. City Impound Jackson MS							
DRIVER # 19		PP# 627					
TRAVEL MILEAGE	90315129						
TOW MILEAGE							
TOTAL MILEAGE	651358	MS					
<table border="1"> <tr><td>PAYOR</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY-STATE-ZIP</td></tr> <tr><td>PHONE #</td></tr> </table>				PAYOR	ADDRESS	CITY-STATE-ZIP	PHONE #
PAYOR							
ADDRESS							
CITY-STATE-ZIP							
PHONE #							
OWNER'S NAME		PHONE #					
ADDRESS							
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE CARD							
SERVICE CALL TOW		ADMIN COST					
CARRIAGE		STOR @					
MILEAGE		PAIDOUT/SURLET					
ANYTIME							
DRIVELINE							
1ST TOW							
2ND TOW		TAX					
OTHER		TOTAL PRICE	\$45.00				
REMARKS							
I hereby certify the company specified above is not the vehicle and acknowledge that said company will not be responsible for personal articles in case of fire or theft.							
ACCEPTED BY: X							

Due 8/31/23  
7 month - 12 day  
Interest 142  
TOTAL \$45.00

MAILING ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208  
(601) 939-3932 • 1-800-748-9960 • Fax (601) 939-0609



Assistant Chief of Police  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
Chief of Police Joseph Wade

Assistant Chief of Police  
Wendell Watts

## Memorandum

---

**To:** Joseph Wade, Chief of Police

*[Signature]* 3.8.24 (approved)

**Via:** Michael X. Outland, Sr., Captain of Operations *M-O 3-7-24*

**From:** Cleopatra Norris, Fiscal Affairs Officer

**Date:** Thursday, March 7, 2024

**Re:** Ratify Delinquent Payment to Halls Towing

---

This memo is a request to have payments ratified for vendor Halls Towing for towing services from November 6, 2019- August 24, 2023. Due to the statute of limitations, we can only pay invoices with the last three years. These invoices were received the 3<sup>rd</sup> week of February. The total amount due is \$6,240.00 from the dates June 22, 2021-August 24, 2023. Thank you for your consideration in this regard.



April 6, 2023

HALL'S TOWING SERVICE INC  
1161 WEEMS STREET  
PEARL, MS 39208

Dear HALL'S TOWING SERVICE INC,

The City of Jackson is working to ensure that invoices for which City departments owe payment are reconciled. This will allow us to ensure a more predictable and efficient payment process for vendors that partner with the city going forward.

Recent emergencies and turnover within the City have contributed to greater than acceptable wait times in invoice processing, uncertainty regarding which contracts invoices relate to, and confusion about the appropriate method of invoice submission.

To ensure that no invoices are overlooked, I am requesting your assistance in providing us with all unpaid invoices owed by the City of Jackson for services rendered or goods delivered.

Please provide copies of all unpaid invoices that clearly indicate the following:

1. The date the invoice was originally issued.
2. A unique invoice number.
3. Either:
  - a. a contract number,
  - b. a purchase order number, or
  - a. other identifying authorization by which a city employee obtained the goods or services. In the event of emergencies with no related procurement vehicle, please indicate with "Emergency" followed by the date of the request and the name of the City representative making the request in the format below:  
"Emergency – MM/DD/YY – Employee Name"  
(Ex: *Emergency - 03/09/2023 -- John Doe*)


Please submit copies of any outstanding invoices for goods delivered or services rendered to:

**By Email:**  
jpdinvoice@city.jackson.ms.us

**By Mail:**  
Jackson Police Department  
Attn: Fiscal Affairs  
327 E Pascagoula St., Ste. 222  
Jackson, MS 39205

If you have any questions, please do not hesitate to contact Cleopatra Norris at jpdinvoice@city.jackson.ms.us or 601-960-1115.

Thank you for your patience during this process,

  
Fidelis Malembeka, Jr.  
Chief Financial Officer, City of Jackson

*Please help!*  
*Thanks!*  
*Brandee*  
*Hall's Towing*

19

**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**

OFFICE OF THE CITY ATTORNEY

**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;

**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.

OFFICE OF THE CITY ATTORNEY

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE January 10, 2024

	<b>P O I N T S</b>	<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM JENKINS AUTOMOTIVE FOR THE UPFITTING OF EMERGENCY EQUIPMENT																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Crime Prevention																																													
3.	<b>Who will be affected</b>	City of Jackson Police Department																																													
4.	<b>Benefits</b>	Upfitting of emergency equipment to a police vehicle																																													
5.	<b>Schedule (beginning date)</b>	Upon council approval																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	City in General																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Jackson Police Department																																													
8.	<b>COST</b>	\$3,584.96																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	Account # 001.442.40.6855																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							





**Assistant Chief of Police**  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
**Chief of Police Joseph Wade**

**Assistant Chief of Police**  
Wendell Watts

## **Memorandum**

---

**To: Chokwe Antar Lumumba, Mayor**

**From: Joseph Wade, Chief of Police**

**Date: Wednesday, March 6, 2024**

**Re: Agenda Item Payment to Jenkins Automotive**

---

I am submitting an agenda item for approval of payment of an outstanding invoice submitted by Jenkins Automotive. This invoice is for the upfitting of emergency equipment to a police sport utility vehicle, and it is for \$3,584.56.



# Invoice

## JENKINS AUTOMOTIVE

1120 England Rd  
Jackson, MS

Date: January 11, 2024

Customer: **Jackeon Police Department**

Car #: **SUV207**

Vin#1C4RDJFG5PC587831

Car Make: **2023 Dodge Durango**  
Vender#: **71125**

Parts/ Description	Estimate	Cost	Total
Fenlex Quantum visor light	1	\$649.99	\$ 649.99
Fenlex Quad 600 Stick light	1	\$499.99	\$ 499.99
Fenlex fusion/Quad headliner bracket	2 \$19.99 each	\$39.98	\$ 39.98
UBL Handheld siren & Controller	1	\$220.00	\$ 220.00
K12 cube blue lights	6 \$50. Each	\$300.00	\$300
L Bracket mount	4 \$6 each	\$24.00	\$ 24.00
Mini LED hideaway strobe light	2 \$49. Each	\$ 98.00	\$ 98.00
Shipping costs		\$ 53.00	\$ 53.00

### Paint Time And Labor Time

Description	Labor	Paint
Install front visor light s		
install 4 K12 cube in two each in both		
Rear Quarter Window		
Install Rear deck light bar at rear hatch		
Install adman console		
Install UBL hand held siren controller		
Install Mini LED hideaway strobe light		
In both rear taillights		
Install speaker & 2 k12 cube light		
In front grill		
	\$1700. Total install	

Install mini LED hideaway in each lower

### TOTAL TIME

Tow bill

Shop supplies

Parts

Body Labor

Paint Labor

Wiring & installation

Paint Supplies

Mechanical labor

Subtotal

Taxes @8%

Total

Hour

\$1,884.96  
@ \$65/hr \$ -  
@ \$65/hr \$ -  
\$1,700.00  
@ \$48/hr \$ -  
@ \$90/hr \$ -

\$ 3,584.96

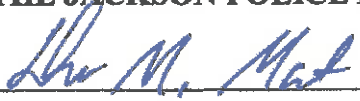
\$ 3,584.96

Office of the City Attorney  
455 East Capitol Street

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This **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** is legally sufficient for placement in NOVUS Agenda

  
\_\_\_\_\_

Drew Martin, City Attorney

4/11/24  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Carrie Johnson, Senior Deputy City Attorney

OFFICE OF THE CITY ATTORNEY

20

OFFICE OF THE CITY ATTORNEY  
3/24/24

**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) (OWENS, LUMUMBA)**

**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; therefore

**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); and

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

ITEM NO. 20  
DATE: April 23, 2024  
BY: (OWENS, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 11, 2024

	POINTS	COMMENTS																																													
1.	Brief Description	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) (Owens, Lumumba)																																													
2.	Purpose	Authorization to pay for services previously provided to the Jackson Fire Department																																													
3.	Who will be affected	The City of Jackson																																													
4.	Benefits	To provide exceptional emergency response to citizens and visitors																																													
5.	Schedule (beginning date)	Upon City Council Approval																																													
6.	Location: <ul style="list-style-type: none"> <li>• WARD</li> <li>• CITYWIDE (yes or no) (area)</li> <li>• Project limits if applicable</li> </ul>	Citywide																																													
7.	Action implemented by: <ul style="list-style-type: none"> <li>• City Department <input type="checkbox"/></li> <li>• Consultant <input type="checkbox"/></li> </ul>	Jackson Fire Department																																													
8.	COST	\$6,416.00																																													
9.	Source of Funding <ul style="list-style-type: none"> <li>• General Fund <input type="checkbox"/></li> <li>• Grant <input type="checkbox"/></li> <li>• Bond <input type="checkbox"/></li> <li>• Other <input type="checkbox"/></li> </ul>	Acct No. 001.441.20-6419																																													
10	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td><input checked="" type="checkbox"/></td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td><input checked="" type="checkbox"/></td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td><input checked="" type="checkbox"/></td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td><input checked="" type="checkbox"/></td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td><input checked="" type="checkbox"/></td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	AABE	_____ %	WAIVER	yes	_____	no	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	WBE	_____ %	WAIVER	yes	_____	no	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	HBE	_____ %	WAIVER	yes	_____	no	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	NABE	_____ %	WAIVER	yes	_____	no	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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NABE	_____ %	WAIVER	yes	_____	no	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>																																							

# MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba  
**FROM:** Willie Owens, Fire Chief  
**DATE:** February 27, 2024  
**RE:** Authorization of Payment to Morris & McDaniel

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Order ratifying the acceptance of services rendered from Morris & McDaniel, Inc and authorization of payment in the amount of \$6,416.00

If you have any questions or concerns, please let me know.

WO/at

MORRIS & MCDANIEL, INC

117 South Saint Asaph Street  
Alexandria, VA 22314

# Invoice

Invoice #: 23.674  
Invoice Date: 11/15/23  
Due Date: 12/1/2023

**Bill To:**

JACKSON FIRE DEPT  
KATRINA BARNES  
PO BOX 17  
JACKSON MS 39205

P.O. Number:

Billing Inquiries:  
accounting@morrisandmcdaniel.com  
703-836-3600 - Accounting

Description	Hours/Qty	Rate	Amount
PER CONTRACT WITH THE CITY OF JACKSON TO DEVELOP, VALIDATE, IMPLEMENT, AND ADMINISTER AN ON-LINE TESTING PROCESS FOR JACKSON FIRE RECRUITS.			
PSYCHOLOGICAL EVALUATIONS			
10/25/23 FRANK BELL KRYSHUN WATTS ERALE MUHAMMAD CONNOR PREWITT ADONIS REDD	6	276.00	1,656.00
10/27/23 JEFFREY SANDERS			

TO ENSURE PROPER POSTING OF YOUR  
PAYMENT PLEASE REMIT YOUR PAYMENT TO:  
MORRIS & MCDANIEL, INC.  
C/O BURKE & HERBERT BANK  
P. O. BOX 70407  
PHILADELPHIA, PA 19176-0407

<b>Total</b>	<b>\$1,656.00</b>
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$1,656.00</b>



MORRIS & MCDANIEL, INC.

# Invoice

117 South Saint Asaph Street  
Alexandria, VA 22314

**Invoice #:** 23.641  
**Invoice Date:** 10/13/2023  
**Due Date:** 11/13/2023

**Bill To:**  
JACKSON FIRE DEPT  
PO BOX 17  
JACKSON MS 39205

**P.O. Number:**

**Billing Inquiries:**  
accounting@morrisandmcdaniel.com  
703-836-3600 - Accounting

Description	Hours/Qty	Rate	Amount
PER CONTRACT WITH THE CITY OF JACKSON TO DEVELOP, VALIDATE, IMPLEMENT, AND ADMINISTER AN ON-LINE TESTING PROCESS FOR JACKSON FIRE RECRUITS.			
PSYCHOLOGICAL EVALUATIONS - OLD CONTRACT PRICE	13	200.00	2,600.00
04/06/23 CHANCELLOR HOOD TIMMY WHITE X'ZAVIER DEAR JOSEPH WILLIAMS			
05/08/23 LEROY CARTER D'RON CHRISTMON SHAWN NORTINGTON JUSTIN TAYLOR			
05/17/23 MARTEZ WILLIAMS JOSHUA JOHNSON			
05/24/23 CHANCELLOR HOOD (RE-EVALUATION)			
05/31/23 JASON COLEMAN GAVIN MCLAWS			
PSYCHOLOGICAL EVALUATIONS - NEW CONTRACT PRICE	10	216.00	2,160.00

**TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:**  
MORRIS & MCDANIEL, INC.  
C/O BURKE & HERBERT BANK  
P. O. BOX 70407  
PHILADELPHIA, PA 19176-0407

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>

MORRIS & MCDANIEL, INC.

Invoice

17 South Saint Asaph Street  
Alexandria, VA 22314

Invoice #: 23.641

Invoice Date: 10/13/2023

Due Date: 11/13/2023

Bill To:  
JACKSON FIRE DEPT  
PO BOX 17  
JACKSON MS 39205

P.O. Number:

Billing Inquiries:  
accounting@morrisandmcdaniel.com  
703-836-3600 - Accounting

Description	Hours/Qty	Rate	Amount
07/26/23 QUANDON SIMS ANTHONY STOKES JALIN THOMPSON JERRY SMITH			
08/04/23 ASHTON ROSE			
08/24/23 VINCENT ALEXANDER ELIJAH ROGERS			
09/06/23 GABRIEL ALEXANDER JEREMY JACKSON ANTOINETTE MAXWELL			

**TO ENSURE PROPER POSTING OF YOUR  
PAYMENT PLEASE REMIT YOUR PAYMENT TO:  
MORRIS & MCDANIEL, INC.  
C/O BURKE & HERBERT BANK  
P. O. BOX 70407  
PHILADELPHIA, PA 19176-0407**

<b>Total</b>	<b>\$4,760.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$4,760.00</b>

Office of the City Attorney


455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
3/12/24

## OFFICE OF THE CITY ATTORNEY

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This 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) (OWNES, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Justin Powell, Deputy City Attorney JP 3/11/24

3/12/24

Date

21

OFFICE OF THE CITY ATTORNEY  
4/16/24

**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 (OWENS, LUMUMBA)**

**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

Agenda Item # 21  
April 23, 2024  
(Owens, Lumumba)

**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; therefore

**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; and

**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; and

**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; and

**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."

**OWENS, LUMUMBA**

**ITEM NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**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 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 \$554 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.

### **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.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This 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 (OWENS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Justin Powell, Deputy City Attorney

  
\_\_\_\_\_

Date

JP 4/16/24

## ATTACHMENT 05



# Emergency Incident Recovery Forecast

While we cannot make guarantees for cost recovery,  
the following is an estimated forecast.

## City of Jackson Fire Department

<i>Items</i>	<i>Incidents per Year</i>	<i>Percent Collected</i>	<i>Amt. Billed</i>	<i>Totals</i>
MVA (with fluids on ground)	819	90%	@ \$520 =	\$383,292
MVA (no fluids on ground)	819	30%	@ \$520 =	\$127,764
Vehicle Fires	106	20%	@ \$605 =	\$12,826
Landing Zones	0	60%	@ \$2,100 =	\$0
Fires	335	60%	@ \$500 =	\$100,500
Hazardous Conditions	134	60%	@ \$700 =	\$56,280
Special Rescue	37	60%	@ \$400 =	\$8,880
<b>SUBTOTAL COLLECTED</b>				<b>\$689,542</b>

<b>TOTAL RETURNED TO THE FIRE DEPARTMENT (per year)</b>	<b>\$551,634</b>
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*\* Emergency Incident Billing typically takes up to two years for a full "At Plan" ramp up, therefore be advised Year 1 revenue may be as much as 50% lower than the ongoing revenues.*

*\* This forecast is highly dependent on the client providing adequate billing data to enable us to meet our normal collection rates. This will be reinforced during training.*

*\* Landing Zones only applies to temporary Landing Zone creation.*

## **Fire Recovery USA provides funds to fire departments through Cost Recovery.**

### **We Offer Three Main Cost Recovery Programs:**

**iPad Inspection / Automated billing** - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments, have 24/7 live data reporting and the highest recovery rate in the industry.

**Self Inspection Program** - This revolutionary program provides the ability to have base level inspections for ALL businesses. It satisfies your responsibility to assure your businesses are safe. In a rotation with the full inspection above it provides the maximum ability to assure business compliance while supporting the costs of your inspection program. All with a flexible audit capability.

**Emergency Response Cost Recovery Program** - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.



## Emergency Response Cost Recovery Program

Although billing for Fire Services sounds simple, how we generate our high recovery rate is very sophisticated. Some fire departments do perform in-house billing; unfortunately, they typically see a low recovery rate (between 10-15 percent). This low rate can be attributed to the fact that the typical fire department or city is not equipped in the field of fire service billing.

**Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events.** This is the highest recovery rate in our industry for all types of runs. So what makes us different?

We have several interesting techniques in our system including methods that we've developed during our years of billing experience that informs the responsible parties of their fiscal responsibilities. While this alone would guarantee us to equal or exceed our competitors; the real basis for our high recovery percentage is our ability to gather the necessary information to recover funds for a call that would otherwise be written off as unrecoverable by others.

What our clients really appreciate is our ability to track down the necessary information of those persons involved in the incidents. We require the least amount of information from the fire departments to create a bill (name of individual, car license number, and the name of the insurance carrier) - that's it! We have investigative techniques (both live and software-based) that allow us to find most of the necessary facts. We believe that this is our responsibility and not the fire departments'.

**Bottom line: if you employ our billing service, you will enjoy, not only our excellent customer service and training, but also be confident you have the highest recovery percentages possible.**

**There is no up-front cost to you as we only take a portion of the money we recover for you as our fee – there are no other costs to you whatsoever.**

***Fire Recovery USA offers fund recovery to local fire departments for:***

- ***Motor Vehicle Incidents***
- ***Hazmat Clean-up***
- ***Vehicle Fires***
- ***Structure Fires***
- ***Special Rescues***
- ***Water Incidents***
- ***Fire Inspections***
- ***And More ...***

# EMERGENCY RESPONSE RECOVERY

## How our system works.

### Prior to Billing

You pass ordinance that allows you to bill for various services you provide during an emergency incident. These can be all or some of the following: Motor Vehicle Incidents, which includes Accidents and Fires, Structure Fires, Marine and Water Incidents, Hazmat calls, False Alarms, Fire Investigations, and Special Rescue services.

### Billing Begins

**At The Scene of the Incident:** Your personnel will either log the data from the incident using your existing system protocol, or via our paper-based "Incident Reports".

**Upon Return to the Station:** We have the ability to harvest the billing data from many of today's most popular RMS Systems including, Firehouse, Zoll, Fire Programs, Emergency Reporting, ImageTrend, FDM, etc. If available for your RMS, our link will harvest the data information directly into our RecoveryHub site. If not, your designated personnel will submit the run using our secure RecoveryHub on-line system. When they log-on, RecoveryHub will recognize them and bring them right to your run submission page.

**After Submitting the Run:** We go to work in claim recovery. By utilizing the advanced technology in RecoveryHub, we should be able to harvest the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff.

Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

**Our Processing Center:** After receiving the run, we assign it to a claim representative. Their job is to track down the individual and existing claim or create a claim with the appropriate insurance carriers and/or responsible parties. We work with the insurance companies involved and/or the police to determine who is responsible if necessary for payment.

Our Processing Center sends the initial claim to the responsible party and their insurance tracks the response(s) and begins to plan for approval of the claim. If initially denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of this claim. **Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events.**

**Viewing or Printing Reports is Available 24/7:** The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

### **Payment of Runs**

On or before the 7<sup>th</sup> of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24<sup>th</sup>), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.



Fire Departments Contracted with Fire Recovery USA L.L.C. for Cost Recovery Services

United States

May 31, 2023

Justin Powell, Deputy City Attorney  
City of Jackson  
P.O. Box 2779  
Jackson, MS 39207

Dear Mr. Powell:

Thank you for the opportunity to provide a proposal for the City of Jackson.

Fire Recovery USA is by far the largest and most successful cost recovery billing service in the fire industry. We have over 1,650 cities and fire departments in 42 states that have placed their trust in us to provide cost recovery programs.

Our company has over seventeen years in cost recovery with tens of millions of dollars collected. We will work together to setup your account, train your personnel, and offer continued customer service to ensure your needs and goals are met to the highest standard.

Please feel free to contact us if you would like clarification on any aspect of this proposal.

Sincerely,



Mike Rivera  
Chief Business Development Officer

m.rivera@firerecoveryusa.com

[www.firerecoveryusa.com](http://www.firerecoveryusa.com)



## **GENERAL INFORMATION**

Fire Recovery USA, LLC  
2271 Lava Ridge Ct, Suite 120  
Roseville, CA 95661  
(888) 640-7222

[www.firerecoveryusa.com](http://www.firerecoveryusa.com)  
Incorporation: California, USA

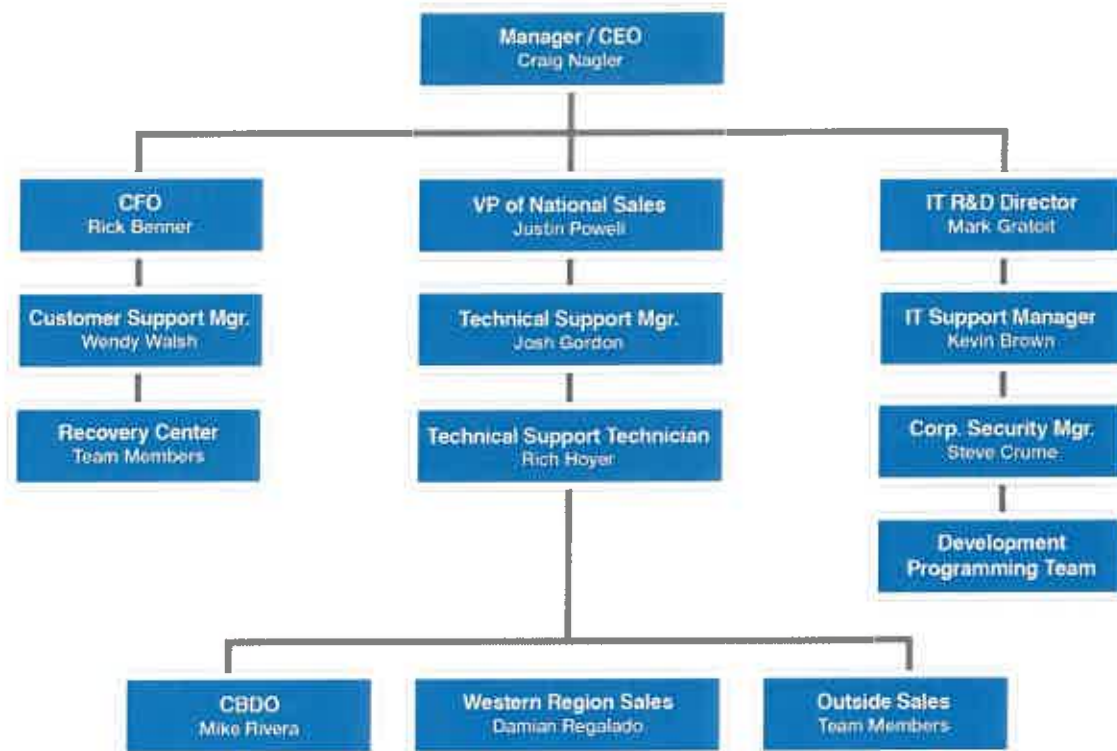
## **EXPERIENCE**

Fire Recovery USA, LLC was founded in 2006 and is located in Roseville, California and provides cities and fire departments across the United States with cost recovery funding programs in conjunction with motor vehicle incidents, structure fires, hazardous material spills, and fire inspection programs. Fire Recovery USA is the sole provider of these programs and the software developed to administer them. We do not use any partners to administer the above-mentioned programs.

Fire Recovery USA has established and implemented systems for over 1,650 customers in 42 states. We have the experience and brand recognition that has positioned us as the market leader in this niche. The company has a proprietary and very successful billing system developed specifically to meet industry needs. This system and its efficiencies have proven to successfully provide collection rates far superior to large competitors.

Fire Recovery USA has developed a methodology to process invoices and permits that has not been matched by the competition. This methodology centers around the company's policy of communicating and corresponding with the responsible parties as well as providing flexible payment options and electronic communication.

## ORGANIZATIONAL STRUCTURE



Working as a cohesive team utilizing project management technology such as Basecamp, Google Hangouts, and JitBit Ticket Tracking software, we have on-boarded our clients quickly and efficiently. Mike Rivera will head the project, including on-boarding and the delegation of tasks to the appropriate internal personnel. He will oversee the progress and work to keep the project on schedule.

### KEY INDIVIDUALS

Justin Powell – VP of Sales, oversee all aspects  
Mike Rivera – Assist project onboarding, oversee account setup  
Rick Benner – Assist project onboarding, facilitate financial account setup  
Wendy Mangan – Manage RecoveryHub account setup  
Mark Gratoit – Director of Research and Development  
Kevin Brown – Head of RMS/CAD Link Establishment and Testing

## TOTAL ORGANIZATION

Fire Recovery USA is one of two entities that comprise our family of cost recovery and technology services.

1. **Fire Recovery USA**
2. **StreamLine Automation**

### 1. **Fire Recovery USA provides three cost recovery programs.**

**iPad Inspection / Automated billing** - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments; have 24/7 live data reporting and the highest recovery rate in the industry.

**Self Inspection Program** - This revolutionary program provides the ability to have base level inspections for ALL businesses. It satisfies your responsibility to assure your businesses are safe. In a rotation with the full inspection above it provides the maximum ability to assure business compliance while supporting the costs of your inspection program. All with a flexible audit capability.

**Emergency Response Cost Recovery Program** - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

### 2. **StreamLine Automation.** Fire Recovery USA and StreamLine Automation Systems develop, market, and support our proprietary systems used for Health and Safety Inspections.

Streamline Automated Systems are simple to use. Data and information is seamlessly and automatically transferred from the CAD or RMS into the secure, online web based user interface and customized front-end portal. It is securely and conveniently stored in the cloud for remote and immediate access for updates, validation and follow-up. Streamline's proprietary software is hardware agnostic, meaning you can access your data via any computer, tablet device, or smartphone. Our proprietary systems allow for complete customization, and quick and agile turnkey deployment. Customizable features include personalized portals, site management, billing, mapping and interface design, among other elements.



## **STAFF CRITERIA**

Fire Recovery USA strives to employ highly competent and efficient processors. Once a prospective employee is identified they are screened through the E-Verify system to establish and document their legal work status. Each candidate is subject to several interviews with management personnel and must pass a series of tests Fire Recovery has developed. These proprietary tests measure a candidate's ability to perform at established standards in computer competence, language skills and customer service.

Upon employment, new processors are teamed with an experienced staff member who spends a week with them in intensive side-by-side training. The new processor is able to experience how a veteran processor handles the various challenges of their workday and is exposed to the high standards expected by Fire Recovery USA. Once the week of intensive training has concluded, the new processor remains assigned to the experienced staff member who continues to act as a mentor until the new processor is able to operate independently.

## **CUSTOMER SERVICE PHILOSOPHY**

Customer Service is a key component in Fire Recovery's success and has directly led to our industry-leading achievement. Customer service is stressed as a vital factor that makes us different from our competitors.

Each piece of correspondence sent to residents and businesses in your community will include phone numbers and email addresses that can be used to contact Fire Recovery USA. We respond to each contact as soon as possible, but never more than one business day after contact. If the contact has a question our staff cannot answer we have a "Ticketing System" whereby we contact a client contact, as designated by our clients, who will answer the question by email and Fire Recovery will contact the person with the response. Fire Recovery USA has successfully employed this system with our existing client base. The system allows each question or problem to be tracked until its resolution and helps assure no open items are lost or overlooked as they remain open until completion. Our clients also appreciate this system as they are not subject to numerous phone calls from our staff and they can respond to open issues by email through the "Ticketing System" as time allows within their work schedule.

As part of their training, each employee of Fire Recovery USA is versed in the importance of customer service. They are required to maintain a courteous, business-like demeanor in all contact and correspondence with our clients and their constituents.

Fire Recovery USA's ownership and management believe in modeling our commitment to high-level customer service. Employees are our "customers" and need a regular

demonstration of appreciation. We strive to maintain a family atmosphere in our office environment while continually encouraging our employees to reach higher levels of achievement through further evaluation and testing, as well as incentive programs to encourage success and managerial thinking.

## PROJECT UNDERSTANDING AND APPROACH

### BASIS FOR COST RECOVERY:

Billing for cost recovery of emergency services has been in use for decades and is allowed in all states. **Most insurance policies contain language specifying coverage for vehicle accident and emergency incident services. If you don't bill them, the insurance company retains the money. By not billing, the individual is essentially paying for the service twice, once in their taxes and again in their premiums.**

### UNDERSTANDING:

Fire Recovery USA specializes in providing seamless methods of cost recovery to cities and fire departments nationwide. Fire Recovery USA processes more than 40,000 Emergency Incident Billing events per year and delivers millions of dollars in recovered funds to our clients annually. Our systems make the process of cost recovery efficient in all aspects of the program. Our goal is to make the program as seamless and effortless as possible.

Each of our Processing Center staff is focused on processing Emergency Incident Billing accounts and only Emergency Incident Billing accounts. We have dedicated billing staff for these types of claims who focus on this type of billing full-time and can deliver the highest possible financial return to our clients.

Our processing team will go to work to insure the highest collection rate possible for your fire department. Your administrative team will have access to the RecoveryHub from any computer with internet access and see **REAL TIME** run data and reports, 24/7. This fully transparent system will allow you to see every contact and phone call we've made, the status of the bill, and track and reconcile every payment we've received. Each step in our process is visible to you, the end user, so you always know the status of your recovery efforts.

### SCOPE OF WORK

1. Fire Recovery USA will provide the technology to electronically input run data into the RecoveryHub for processing.
2. Fire Recovery USA will bill on your behalf, for runs submitted and the service you provide, as allowed by your ordinance or resolution.
3. We will work with the insurance companies directly to ensure payments are made for invoices submitted.

4. We will provide real time access to all of your claims as well as the ability for the end user to run reports on demand.
5. We will provide automatic monthly reporting and real-time access to your account for 100% transparency.
6. We will develop a successful professional working relationship with your fire department
7. We will provide training and project management for your staff.
8. We will provide a dedicated account manager for your fire department.
9. We will provide our programs with professionalism while maintaining the integrity of your fire department.
10. We will ensure the highest level of customer service for support and assistance. Customer service and support are available between 7:00 AM and 5:00 PM PST but can be accommodated outside of these hours for special needs.
11. We will provide for a systematic and standard recovery process that allows creditability to be maintained with insurance providers.
12. We will provide the highest collection rate in our industry – over 90% for fluid-based/HazMat Related Emergency Incidents and over 70% overall on billable incidents.
13. We will provide and/or allow access to the newest technology and applications in order to insure the most efficient workflow and processes.

## **REPORTS:**

Fire Recovery USA is committed to providing your fire department with the most advanced reporting tools available through our website, RecoveryHub. RecoveryHub provides custom report capabilities that we continue to develop in order to satisfy our customers' needs.

1. We provide detail and summary reports (automatically and electronically) 24/7 from any internet-connected computer.
2. We provide an accounts receivable aging report and a report on any billing (claims).
3. We provide a web-based portal to appropriate your fire department staff to access and view the status of all relevant reports or files, all updated real time. This is based on user security and roll access to the system.
4. We provide your fire department with a report on all claims and disputes.

## **MISCELLANEOUS:**

1. Provide a primary and a secondary contact for daily operational inquiries and notify your fire department of any contact changes.
2. Provide on-line electronic file lookup and be able to accept information from your fire department via email, fax, or in an electronic format;
3. Provide a custom form for your fire department to utilize in order to collect the data needed for proper bill processing, as stated per ordinance; and
4. Ensure daily backups are stored in a secure, safe location.
5. We are willing to modify our cost recovery methodology to the extent that it conforms to your fire department's philosophy of interaction with the citizens. We will follow your fire department's philosophy is to pursue accounts in accordance with your state law.

## **CONFIDENTIAL INFORMATION**

Our Official Internal Control Policy is that no confidential information will be released to anyone other than the password protected person(s) authorized by your fire department and the insurance company(s) involved in the incident. In addition, only those employees in our Recovery Department who are authorized to input and track claims will have access to confidential information on any claims and the individuals involved in the claims.

HIPAA Information: Our Emergency Incident billing programs require no HIPAA information, and as such, no HIPAA information is collected or harvested. Our EMS division is located in a separate office and all HIPAA programs are run through that facility in order to insure 100% compliance and information protection.

## **HARDWARE AND SOFTWARE INFRASTRUCTURE & SECURITY**

Fire Recovery USA has aligned itself with some of the best service providers in the industry to ensure the security of our client's data and availability of our services. Our entire infrastructure is hosted in Microsoft's Azure Cloud Platform. This platform has its own Security Center that is inherent to that environment however, we go one step further. Qualys is a third-party application that we use to monitor for malware and conduct additional vulnerability scans. The combination of the two services provides us a robust security solution with real time threat detection and a true geo-redundant footprint.

If you are a billing customer, then you probably know how important and how difficult it can be to become and remain PCI compliant. Once again, we have aligned with an industry leader. Authorize.net handles all of our online transactions and maintains a full PCI DSS/SSAE-16 compliant data center to secure your client's sensitive financial data.

## Microsoft Azure

- Geo-Redundant Services with real time database replication and application failover
- The only public cloud platform to offer continuous security and health monitoring using Azure Security Center
- All connections and data transfers are encrypted
- All databases are encrypted at rest
- More certifications than any other cloud platform including ISO and HIPAA
- Real time health alerts and active scaling based on predefined threshold limits

## Qualys

- Provides additional 3rd party web applications scans and malware monitoring
- Zero day vulnerability scans utilizing behavioral analysis
- Web application scanning for OWASP top 10 defined threats
- Real time alerts on active threats

## Authorize.net

- All customer billing transactions are conducted through Authorize.net servers and are PCI DSS compliant
- SSAE-16 compliance validated annually
- HIPAA, GLBA, & California Senate Bill 1386 (SB1386) compliant. Regular audits conducted as required to maintain compliance.



All of the web traffic is encrypted <https://www.therecoveryhub.com> to 128 bit. Here's a screenshot of the secure RecoveryHub login page.

## **FIRE RECOVERY SITE DISASTER RECOVERY (FRUSA HQ)**

FRUSA's Server/DC and all virtual servers that reside on-site are protected by an image-based backup solution, Datto.

In the instance of a physical server failure or catastrophic operating system problem, FRUSA can be up and running in a matter of minutes by connecting directly to the Datto backup device.

Additionally, each of FRUSA's servers can be quickly restored to a previously working state from these image backups.

All of these image backups are backed up off-site, to Datto's bi-coastal data centers, and FRUSA can connect to their information from just about anywhere. We can pull these images from Datto's data centers and restore them onto new servers.

## **FINANCIAL REPORTING PROTOCOL**

Fire Recovery USA, LLC has developed a system for processing claims by fire departments for cost recovery related services rendered by those departments. Our software program called RecoveryHub controls this system. We have spent many years developing in this system and consider many elements of it proprietary as the policies, procedures and methodologies we use have been developed at substantial cost and have allowed the company to achieve one of the highest collection percentages in the industry. Therefore, while we will not share some aspects of our policies and procedures so as to provide that information to our competitors, we will provide the following overview of our policies and procedures.

Prior to initiating billing for a client, we ensure the department's fee structure is set up in accordance with all applicable laws and are in line with what is reasonable and customary for Emergency Services. In addition, we emphasize these claims should not be viewed as a profit center, but as a source of reimbursement for costs incurred by a fire department to respond to an emergency situation. We insure the fee structure for each department is in line with the costs incurred by them to provide each covered service.

As runs are submitted to us for submission to an insurance company, we review the documentation and use the rate structure for the applicable fire department to establish the total claim. We take all necessary precautions to make sure the filing with the insurance company is done in compliance with the established and approved rates.

When filing a claim, we only file against the at-fault party. We have several ways to accomplish this goal. In many instances, we are provided with a copy of a police report, which will stipulate the at-fault party and will file a claim with the insurance company listed on the police report. When we don't have a police-report we will review the incident report provided by the fire department in an attempt to determine the at-fault party and in most instances, we are successful in doing so.

In those rare situations where the at-fault party can't be determined, we will file a claim with one of the insurance companies involved and the insurance adjuster will help us determine if their insured was at fault. If their insured wasn't at fault, we will use this information to establish the at-fault party and file a claim with their insurance company. Our company will never file multiple claims at the same time with more than one insurance company for an accident.

Once the at-fault party has been determined we telephone the applicable insurance company and file a claim against the at-fault party in the incident. The insurance company will provide us with the name, phone number and fax number of the adjuster assigned to the file. We will e-fax an invoice with the supporting documentation that provides the authority to file the claim. We will generally wait two to three weeks to contact the adjuster by phone to confirm receipt of our invoice and to inquire about payment (during this three-week period approximately 15-25% of claims will be paid without any contact).

If the claim hasn't been paid during the two to three-week window, we will contact the adjuster again to get an update on the file. If we can't reach the adjuster on this call, we will make every effort to contact someone in their office to confirm they have received the invoice and claim related materials. Once we talk to the adjuster we will find out if the claim will be paid, denied or delayed. If they say the claim will be paid, we will mark it a "payment approved" in our system and track it for payment. If it is denied, we request a denial letter.

Once we receive the denial letter, we review it to assure the denial is appropriate. If not, we will file a rebuttal letter with the adjuster. If it is delayed while liability is determined, we will ask for a time frame from the adjuster and then place the run on our calendar for follow-up.

All runs are processed through our RecoveryHub system which tracks each run and places them on the calendar of one of our processors who will then follow the claim until it is resolved by payment or denial. If a run is denied it is up to the fire department to determine if they would like to further pursue the claim by billing the at-fault party direct or sending the run to a collection agency for final disposition.

When a payment arrives, our staff will mark the invoice paid in RecoveryHub and note the pertinent information related to the payment in the system. Fire Recovery has a payment cycle that runs from the 25th of one month to the 24th of the next month. After the 24th of the month all accounts are reconciled for accuracy and checks are paid to the fire department and mailed to the department between the 4th and 7th of the next month.

Each fire department client of Fire Recovery has 24 hours 365 day a year access to their account in RecoveryHub and can view all activity and generate reports on runs and payments. The system is totally transparent as to the activity related to each run with notes placed in the file each time a run is touched by Fire Recovery personnel. Fire Recovery provides unprecedented access to a fire department's runs and the status of the Fire Recovery's activity related to each run.

## **PROGRAM DETAIL**

**EMERGENCY INCIDENT BILLING PROGRAM (Motor Vehicle Incidents, Technical Rescue, Vehicle Fires, Helicopter Landing Zones, Hazmat, etc.)**



**At the Scene of the Incident:** Your personnel will either log the data from the incident using your existing system protocol/reporting system, or via our paper-based "Incident Reports". You can also log run information real time from the scene with iPad, tablet or PC as long as you have a real-time connection to the Internet.

**Upon Return to the Station:** We have the ability to harvest the billing data from many of today's most popular RMS Systems. If available for your RMS, our link will harvest the data information directly into our RecoveryHub site. If not, your designated personnel will submit the run using our secure RecoveryHub on-line system. When they log-on, RecoveryHub will recognize them and bring them right to your run submission page.

RecoveryLink is available only through Fire Recovery USA and is based on nationwide software that has been used in the fire service industry for the past 20 years. Unlike most competitors' exchange software, we don't attach anything to their system. Our system is simply setup to "data dump" the public-record information from the incident into our secured system. We do not download any HIPAA information and everything we receive is considered public record.

**After Submitting the Run:** The claim begins its track through the billing and recovery process. By utilizing the advanced technology in RecoveryHub, we should be able to use the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff. We use the most advanced technology, including interfaces to multiple public databases, as well-as-an advanced skip-tracing system to fill in any missing incident or demographic information. Invoices and letters will be submitted to the insurer in your fire department's name.

We work with the insurance companies involved and/or the police to determine who is responsible if necessary, for payment. Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

Invoices are faxed or emailed when possible and mailed only if necessary or required by the insurance company. Unlike Medical Transport Billing, there are no electronic filing capabilities for non-medical invoices to automobile insurance companies.

Once an invoice has been submitted, our Processing Center Team members will produce letters, make phone calls, and perform any necessary follow-up on behalf of your fire department to ensure that maximum revenue is achieved for each incident. An invoice submitted more than 30 days from the incident date typically generates less revenue, so we recommend your personnel gather as much information as possible at the scene in an effort to optimize your recovery.

If denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of the claim.

You always have 24/7 access to submitted runs, and you can view each call made on your behalf to collect the claim. No other competitor offers this level of transparency.

When a payment arrives, our staff will mark the invoice paid in RecoveryHub and note the pertinent information related to the payment in the system. Fire Recovery has a payment cycle that runs from the 25th of one month to the 24th of the next month. After the 24th of the month all accounts are reconciled for accuracy and checks are paid to the fire department and mailed to the department between the 4th and 7th of the next month.

This lists the data required to produce a strong claim for your services. The items in yellow are considered necessary by the insurance industry.

Screenshot of our Recovery Hub showing actual collection statistics for an existing customer.

**RecoveryHub**

Claims Inspections False Alarms Invoices Users

### Get a Feel For What's Happening

Run # or Last Name

**Claims**

Monthly Totals (Sep 2020)	This Month		Last Month		All Year	
Claims Submitted	5	\$1,238.40	13	\$22,724.40	89	\$146,026.56
Payments Received By FRUSA	3	\$2,495.60	7	\$7,779.56	44	\$33,603.00
Claims Denied	0	\$0.00	0	\$0.00	4	\$3,220.80
NON-BILLABLE - (INADEQUATE INFO PROVIDED BY FD)	0	= \$0.00	0	= \$0.00	5	= \$3,559.85
Drafts	5	= \$0.00	1	= \$404.80	6	= \$4,271.82
Non-Billable (Other)	0	-	2	-	15	-
In Progress	5	-	8	-	33	-

**Current Collection Statistics**

	YTD	Claims	Rate	All Time	Claims	Rate
Collected	\$42,003.75	44	92%	\$298,446.94	296	89%
Denied	\$4,026.00	4	8%	\$61,881.00	35	11%
Non-Billable (No Coverage)	\$6,084.25	13		\$80,938.67	81	
Non-Billable (Insufficient Information)	\$6,098.50	4		\$10,843.50	16	

**Currently in Progress**

	Claims	Total
In Progress	25	\$72,200.00

If you are on our RLE data-link then the run data will automatically be waiting for you in our Drafts page. This information is extracted automatically from your RMS (Records Management System). If you are entering your run data manually (or copy-and-paste from your internal RMS or NFIRS), then you click on "New Run" and enter the data. You only are required to provide data in a field with a red line at the right side. The other fields are helpful, but not required.

Screenshot of the Online run form submission. Boxes with the red mark on the side are required fields. Claim filter checkboxes are user defined.

## Create New Motor Vehicle Incident for Central Lyon County

Fire District

### Run Type

Motor Vehicle Incident  False Alarm  Structure Fire  Commercial Trucking Incident

Form Filed By

### Incident Details

Search Incidents

Run Date (mm/dd/yyyy)

Run Date



Time Alarm Received

00:00

Time Call Cleared

23:59

Run Number

Law Enforcement Agency  
Report Number

Total Personnel  
On-Scene

NFIRS Code

Incident Location

Street Address

City

State

Zip

### Attach a File

Choose File no file selected

### Claim Filters

#### Battalions

100 Fire Chief

101 Asst Chief

102 Ops Chief

Asst Chief 101

BC1

#### Engines

E1

E2

E3

E4

E5

#### Other Filters

A1

A2

A4

A5

A7

#### Stations

1

2

3

4

5

#### Trucks

BT 7

Q7

T1

T2

## Runs Currently In Progress

Run # or Last Name

### RUNS IN PROGRESS

Run # or Last Name	Run Date	Status
Glenda Run #: 2020-CLCFD-1992	07/07/2020	Unassigned
ANGEL Run #: 2020-CLCFD-2670	08/23/2020	Unassigned
MELANIE Run #: 2020-CLCFD-2593	08/16/2020	Unassigned
MARIA Run #: 2020-CLCFD-2667	08/23/2020	Unassigned
MICHAEL Run #: 2020-CLCFD-2745	08/28/2020	Unassigned
Aradio Run #: 2020-CLCFD-2692	08/24/2020	Unassigned
Zebdiah \$563.20 Run #: 2020-CLCFD-1851	06/21/2020	Involved Direct
Megan \$348.00 Run #: 2020-CLCFD-0709	03/06/2020	Status Under Review
Ashley \$1,594.00 Run #: 2020-CLCFD-4988	07/15/2020	Status Follow Up
Roger \$9,151.20 Run #: 2020-CLCFD-2035	07/05/2020	Status Involved Insurance
Terisa \$12,260.00 Run #: 2019-CLCFD-3311	11/09/2019	Status Under Review
Farron \$404.80 Run #: 2020-CLCFD-1478	05/19/2020	Status Under Review
John \$460.80 Run #: 2020-CLCFD-2440	08/04/2020	Status Invoiced Insurance
\$3,636.80 Run #: 2020-CLCFD-2421	08/03/2020	Status Invoiced Insurance
Sandra Run #: 2020-CLCFD-1919	06/25/2020	Status Requesting information
\$5,344.20 Run #: 2020-CLCFD-2279	07/24/2020	Status Invoiced Insurance

By clicking on any run, you have access to the original run submission data as well as all the notes from our processing team. You can see when it's been approved for payment, when we receive the payment and know this amount will be in your next monthly check.

## George - Central Lyon County Fire District #2020-

### Summary Information

Gross Invoiced: \$1,245.50  
Net Invoiced: \$996.40

Insurance: ACTION AUTO INSURANCE  
Claim Number: 97A659214  
Invoice Number: 834648

Assigned to: Sam Status: Invoiced Insurance

### CLAIM NOTES

- Invoice faxed to Dairyland. 08-16-2020 10:13 am
- Adjuster from Action Insurance called back and gave me the number to file a claim with Dairyland. 08-14-2020 2:48 pm
- Updated adjuster information: 08-14-2020 2:47 pm  
Amber Kephart  
Phone: 563-  
Fax: 888-729-2225
- Email:  
Company: Dairyland

**Viewing or Printing Reports is Available 24/7:** Fire Recovery USA offers an extensive reporting and account overview capability within our web-based recovery application, RecoveryHub. As such, your data is available to you on-demand, and can be accessed 24/7 from any internet-connected computer.

Fire Recovery USA offers training on our systems and reporting capabilities as part of the implementation process. The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

Status	State	Run Date	Run Number	Created	Last Modified	Paid Date	Last Name	Insurance	Invoiced	Received	FDX
Payment Received	NV	2/9/20	2020-CLCFD-431	2/9/20	3/30/20	3/30/20	XXX	Mendota Insurance	485	435	348
Payment Received	NV	2/10/20	2020-CLCFD-431	2/14/20	7/29/20	7/29/20	XXX	Mendota Insurance	1,560	1,560	1,248
Payment Received	NV	2/27/20	2020-CLCFD-431	3/11/20	8/7/20	8/7/20	XXX	Forempat	500	500	400
Payment Received	NV	3/7/20	020-CLCFD-721	4/16/20	4/21/20	4/21/20	XXX	Allstate	452	495	396
Payment Received	NV	3/13/20	2020-CLCFD-771	5/13/20	6/9/20	6/8/20	XXX	Gas Leak	633	633	506
Payment Received	NV	4/9/20	020-CLCFD-105	4/15/20	5/13/20	5/13/20	XXX	Unknown	506	506	405
Payment Received	NV	5/8/20	2020-CLCFD-1361	7/22/20	8/7/20	8/7/20	XXX	Farmers Insurance	3,333	3,333	2,666
Payment Received	NV	5/29/20	020-CLCFD-159	5/29/20	6/29/20	6/28/20	XXX	AAA	576	576	461
Payment Received	NV	6/15/20	020-CLCFD-177	6/23/20	7/7/20	7/6/20	XXX	Shelter	576	576	461
Payment Received	NV	7/4/20	020-CLCFD-202	7/4/20	7/14/20	7/14/20	XXX	State Farm Mutual Auto	506	250	200
Payment Received	NV	7/13/20	020-CLCFD-211	7/13/20	8/13/20	8/13/20	XXX	Geico	2,826	2,826	2,261
Payment Received	NV	7/17/20	020-CLCFD-218	7/18/20	9/2/20	9/2/20	XXX	Nationwide E&S/Specialty	972	972	778
Payment Received	NV	8/4/20	020-CLCFD-243	8/6/20	8/28/20	8/28/20	XXX	Allstate	506	506	405
Payment Received	NV	8/16/20	020-CLCFD-260	8/17/20	9/8/20	9/8/20	XXX	CSAA General Insurance Co.	1,642	1,642	1,313
<b>Grand Totals</b>									<b>15,021</b>	<b>14,808</b>	<b>11,847</b>

## Collections (Optional)

If we are unable to collect on a run that we feel is a viable claim we offer you the choice to "walk-away" and list as uncollectable or turn the account over to collections.

After exhausting all efforts to resolve account balances, including sending a final pre-collection letter to the individual or insurance company requesting final payment, optionally, accounts can be sent back to the County or the designated collection agency per the County's choosing. **Fire Recovery USA is not a collection agency and does not use "hard collection" techniques in its approach.**

Depending on the County's preference and collections policy, we are open to working with your preferred collections agency or using our collection agency.

## Payment of Runs

While payments can be received from Fire Recovery USA in a variety of ways, depending on your specific needs, typically on or before the 7th of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

**Some common reporting filters**



**Filter my view**

- All
- Archived per FD
- Resident
- Sent To Collections
- Payment Received
- Denied
- Unbillable
- False Alarm Below Threshold
- Non-Billable (Insufficient Information)
- Law Office

**Order By**

- Oldest to Newest
- Newest to Oldest
- Most Recently Updated
- Least Recently Updated
- Insurance
- Run #

**Some other reports viewable on the RecoveryHub dashboard**



Claims						
Monthly Totals (Sep 2020)		This Month		Last Month		All Year
Claims Submitted	5	\$1,238.40	13	\$22,724.40	89	\$146,026.56
Payments Received By FRUSA	3	\$2,495.60	7	\$7,779.56	44	\$33,603.00
Claims Denied	0	\$0.00	0	\$0.00	4	\$3,220.80
NON-BILLABLE - (INADEQUATE INFO PROVIDED BY FD)	0	= \$0.00	0	= \$0.00	5	= \$3,559.85
Drafts	5	= \$0.00	1	= \$404.80	6	= \$4,271.82
Non-Billable (Other)	0		2		15	-
In Progress	5		8		33	

Current Collection Statistics						
	YTD	Claims	Rate	All Time	Claims	Rate
Collected	\$42,003.75	44	92%	\$298,446.94	296	89%
Denied	\$4,026.00	4	8%	\$61,881.00	35	11%
Non-Billable (No Coverage)	\$6,084.25	13		\$80,938.67	81	
Non-Billable (Insufficient Information)	\$6,098.50	4		\$10,843.50	16	

Currently In Progress		
	Claims	Total
In Progress	25	\$72,290.00



## TRAINING

### Upon Receipt of a Service Agreement

1. Fire Recovery will setup a client account internally including passwords for online run submission and reporting.
2. Training Options:

**A: Included in the price proposal** - Live Training via WebEx - We will schedule conference calls and/or WebEx Sessions for management training. We will also provide our "Online Video Training Guide" and provide YouTube Videos for staff that cannot make the training sessions.

### **B: Optional: Onsite Training is offered at \$1,695 per day.**

- Line Personnel Training: Fire Recovery Representative will train personnel. This training will include run qualification, information necessary for a maximum collection percentage, how to submit runs via fax and using our online submission system.

- Fire Chief & Battalion Chief Training:

As above but adds training on how to access reports via our online reporting system (available 24/7). Also providing passwords for report views. This will only be provided if client authorizes report access to Battalion level personnel.

3. Fire Recovery will assign a key representative who will provide customer service. Continued training, training of new hires, etc., if requested, is available.

## TRAINING DETAIL

**Contract Finalization:** Mike Rivera: The liaison with your fire department during the execution of the contract.

**Account "On-Boarding":** Mike Rivera: The liaison with your fire department during the initial setup of the account and will manage the on-boarding process. This is dependent on your fire department's availability of staff. We will make our staff available to your fire department as needed to meet their schedules.

**Training:** Mike Rivera: The liaison with your fire department during the initial training of personnel. Live/WebEx training will be completed in one day.

**Processing/Claim Center Support:** Wendy Walsh: Wendy is the Manager of the Processing Department and will always be available for support. This will be available, as necessary but typically between 7:00 AM and 6:00 PM PST.

## **AVERAGE COLLECTION RATE DATA**

**Overall Average / All Services = 77%**

***Detail:***

- Fluid-based MVAs: 90.1%
- Non fluid-based MVAs: 30.4%
- Vehicle Fires: 28.2%
- Inspections/Permits – 99.5%

## **COST / PRICING PROPOSAL**

*Fire Recovery USA will provide the billing services as stated in the SOW for a flat percentage per collected claim. This will include faxing/mailing of all documents, invoices, postage, envelopes, telephone calls and follow up phone calls until the account is paid, posting and depositing of payments and reporting functions, etc.*

*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.*

*Fee: 22% of Gross Collected Revenue.*

## **REVENUE FORECAST**

**Estimated GROSS Revenue = \$689,000**

**Estimated NET Revenue = \$551,000**

### **NOTES:**

1. The Revenue Forecast assumes you'll be submitting all billable runs.

**(See Following Page for Revenue Forecast Detail)**



## Emergency Incident Recovery Forecast

While we cannot make guarantees for cost recovery, the following is an estimated forecast.

### City of Jackson Fire Department

<i>Items</i>	<i>Incidents per Year</i>	<i>Percent Collected</i>	<i>Amt. Billed</i>	<i>Totals</i>
MVA (with fluids on ground)	819	90%	@ \$520 =	\$383,292
MVA (no fluids on ground)	819	30%	@ \$520 =	\$127,764
Vehicle Fires	106	20%	@ \$605 =	\$12,826
Landing Zones	0	60%	@ \$2,100 =	\$0
Fires	335	60%	@ \$500 =	\$100,500
Hazardous Conditions	134	60%	@ \$700 =	\$56,280
Special Rescue	37	60%	@ \$400 =	\$8,880
<b>SUBTOTAL COLLECTED</b>				<b>\$689,542</b>

<b>TOTAL RETURNED TO THE FIRE DEPARTMENT (per year)</b>	<b>\$551,634</b>
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*\* Emergency Incident Billing typically takes up to two years for a full "At Plan" ramp up, therefore be advised Year 1 revenue may be as much as 50% lower than the ongoing revenues.*

*\* This forecast is highly dependent on the client providing adequate billing data to enable us to meet our normal collection rates. This will be reinforced during training.*

*\* Landing Zones only applies to temporary Landing Zone creation.*

ATTACHMENT 03





## Current Accounts

- Foresthill FPD, CA
- Sam Owen Fire District, ID
- Tri-City Fire District, AZ
- Nevada County FD, CA
- Pleasant Grove VFD, TX
- Westphalia VFD, TX
- Briggs County VFD, TX
- Oakhurst VFD, TX
- Nevada City, CA
- Central Polk County F&R, MO
- Florissant FPD, CO
- Hellsgate FD, AZ
- Pioneer FPD, CA
- Northern Arizona Fire District, AZ
- Tusayan FPD, AZ
- Penryn FPD, CA
- Fairmount VFD, TX
- Ora VFD, TX
- City of Upland FD, CA
- Montezuma FPD, CA
- Sunset VFD, TX
- Olancha Cartago FD, CA
- Superior FD, AZ
- Dobbins-Oregon House FPD, CA
- Myersville VFC, MD
- C-5 Red Lick/Leary VFD, TX
- Rendon FD, TX
- Kirkwood VFD, CA
- Humansville Fire & Rescue, MO
- Calhoun FD, MO
- Sutter-Basin Fire District, CA
- Ronan FD, MT
- Levita FD, TX
- Beulah FD, AL
- DeKalb VFD, TX
- Oronogo FPD, MO
- Merkel VFD, TX
- Loomis FPD, CA
- Carpinteria-Summerland FPD, CA
- Georgetown FPD, CA
- Central Crossing FPD, MO
- Rio Vista FD, CA
- Lake Dunlap VFD, TX
- Newcastle FD, CA
- K.A.W. FPD, MO
- Redings Mill FPD, MO
- Bradford Township VFD, ME
- Seneca Area FPD, MO
- Goodman Rural FPD, MO
- Ponderosa VFD, TX
- Moberly FD, MO
- Mifflin Township FD, OH
- San Antonio FD, MO
- Oakalla VFD, TX
- Duncannon Fire Company, PA
- Ripon Fire District, CA
- Fruitland FPD, MO
- Anderson VFD, MO
- Carterville VFD, MO
- Tuolumne Fire District, CA
- North County FPD, CA
- Georgetown FD, IL
- South Placer FPD, CA
- Oakdale Rural FPD, CA
- Regional F&R, AZ
- City of Hemet FD, CA
- Smith Grove FD, NC
- Meridian FPD, CA
- Molalla Rural FPD, OR
- Westside FPD, ID
- Central Oregon Coast F&R, OR
- Oberlin FD, OH
- Southside Fire & EMS, GA
- City of Petaluma FD, CA
- Pineville Rural VFD, MO
- Carl Junction FPD, MO
- Ferry Okanogan FPD, WA
- West Valley FD, OR
- Franklin Township FD, OH
- Tiff City VFD, MO
- Mokelumne Rural Fire District, CA
- Schell Vista FPD, CA

- Southwest City VFD, MO
- Crocker Rural FPD, MO
- El Dorado County FPD, CA
- Seal Rock Rural FPD, OR
- Eagle Rock-Golden Mano FPD, MO
- River Delta Fire District, CA
- City of Selma FD, CA
- Golden Shores FD, AZ
- City of Manteca FD, CA
- Coolin-Cavanaugh Bay FPD, ID
- Central Jackson County FPD, MO
- White Rock VFD, MO
- Escalon Consolidated FD, CA
- Simms District VFD, TX
- Higgins Area FPD, CA
- Placer Hills Fire District, CA
- East County FPD, MO
- North Fork FPD, ID
- Mormon Lake VFD, AZ
- South Montgomery County FD, TX
- North Cumberland FD, RI
- Verde Valley Fire District, AZ
- Noel FD, MO
- Canby Fire District, OR
- Arbuckle - College City FPD, CA
- Cuba Community FD, MO
- High Country Fire-Rescue, AZ
- Leland Volunteer F&R, NC
- City of Browning FD, MO
- Millersville FPD, MO
- Garden Valley FPD, ID
- Lake George FPD, CO
- Queen Valley Fire District, AZ
- Waterloo Morada FPD, CA
- Avilla VFD, MO
- Willow Creek FPD, CA
- Keyes FPD, CA
- Central Coventry Fire District, RI
- Okanogan County Fire, WA
- Waynesville Rural FPD, MO
- Lanagan VFD, MO
- Gordonville FPD, MO
- Apple Valley FPD, CA
- Cumberland Hill FD, RI
- Four Mile FPD, CO
- Heart of the Pines VFD, TX
- Intermountain F&R, CA
- Pinch VFD, WV

- Forest Lakes Fire District, AZ
- United Steam Fire Company, MD
- Janesville FD, WI
- Stockton FD, CA
- Cornwells Fire Company, PA
- Penn Valley FPD, CA
- South Lake Tahoe FD, CA
- Hematite FPD, MO
- City of East Point FD, GA
- Okanogan County Fire #6, WA
- North Stone NE Barry FPD, MO
- CO River Indian Tribes FD, AZ
- North Tahoe FPD, CA
- California City FD, CA
- San Miguel Consolidated FPD, CA
- Placer County FD, CA
- City of National City FD, CA
- Reagan VFD, TX
- City of Globe FD, AZ
- Quapaw FD, OK
- City of Peru FD, IN
- El Medio FPD, CA
- City of Quincy FD, MA
- Smithfield FD, NC
- Oatman Fire District, AZ
- City of Willows FD, CA
- Valley Falls FD, RI
- Ashland F&R, OR
- Lake Valley FD, CA
- Hamilton City FD, CA
- Lumpkin County Fire/EMS, GA
- Sweetwater County Fire Dist., WY
- Fairview Community VFD, OH
- Inter City FPD, MO
- City of Jackson FD, MO
- North San Juan FPD, CA
- Rodeo-Hercules FD, CA
- Wellton Fire, AZ
- Wheatland VFD, MO
- Eastern Plumas RFPD, CA
- Avra Valley Fire District, AZ
- Albany Fire Department, CA
- West Johnston VFD, NC
- Kanawha FPD, CA
- Union County FD, GA
- Weiser Area Rural Fire District, ID
- Botsford Fire & Rescue, CT
- Moraga-Orinda Fire District, CA

- Four Oaks VFD, NC
- Pine-Strawberry Fire District, AZ
- Huffman VFD, TX
- Pattenburg VFD, NJ
- North Lyon County Fire District, NV
- Tahoe Douglas FPD, NV
- Crown King Fire District, AZ
- Morrisville Fire & Rescue, MO
- Yolo Fire Protection District, CA
- Sandy Hook VF&R, CT
- Pleasant Valley FD, AZ
- Newtown Hook and Ladder, CT
- Clendenin VFD, WV
- Fairview-Caseyville FPD, IL
- French Village FD, IL
- Pine Level FD, NC
- Canyon Fire District, AZ
- Lapaz-North TWP FD, IN
- City of Hartsville FD, SC
- Boone County Rural, IL
- Wittmann Fire District, AZ
- DeSoto Rural FPD, MO
- Big River Fire Prot. Inc., MO
- Halfway Fire and Rescue, MO
- Long Creek VFD, TN
- Micro VFD, NC
- Washington Township VFD, PA
- Concord Fire Department, KY
- Fox River Grove FPD, IL
- Nunda Rural FPD, IL
- Algonquin-Lake FPD, IL
- Huntley FPD, IL
- Williamson Valley Fire District, AZ
- Southport Rescue Squad, NC
- Waukegan Fire Dept., IL
- Harvey Fire Department, IL
- Wood Heights FPD, MO
- Irondale FPD, MO
- Dickinson VFD, TX
- Lanton VFD, MO
- Lyndon FPD, KY
- Palatine Rural FPD, IL
- Channahon FPD, IL
- DeKalb Fire Department, IL
- Kankakee Township FPD, IL
- Lyons FD, IL
- Marengo FPD, IL
- St. Clair FPD, MO
- East Dubuque VFD, IL
- Elevation VFD, NC
- Steelville FPD, MO
- North Cape FPD, MO
- Jefferson FD, GA
- Northeast F&R, TX
- Hudson FPD, CO
- Cleveland VFD, NC
- Taylorsville County FPD, KY
- Bertram VFD, TX
- Buckheart TWP FPD, IL
- Dedham/Lucerne FD, ME
- Wolf Creek FD, MO
- Jasper Farmers FP Assoc., MO
- City of Vale, OR
- Winnabow VFD, NC
- Pinal Rural Fire Rescue, AZ
- Ripley VFD, WV
- Central Lyon County Fire Dist., NV
- Crawford VFD, AL
- Northeast Nelson FD, KY
- Beach Park FD, IL
- Cedar Grove VFD, WV
- Stewartsville FPD, MO
- Centennial Fire District, MN
- City of Taylor, TX
- Seven Hills Fire District, AL
- Shelter Valley VFD, CA
- Kenly VFD, NC
- Dixmoor Fire Department, IL
- London Mills FPD, IL
- Little Rock-Fox FPD, IL
- Smiths Station F&R, AL
- Sugar Grove FPD, IL
- Rangely Rural FPD, CO
- City of Elgin, IL
- River Grove FD, IL
- Bowie County, TX
- Garden Valley FPD, CA
- Cary FPD, IL
- North Shelby Fire District, AL
- Boiling Spring Lakes Fire, NC
- Wadesville Township FD, IN
- Chicago Heights Fire, IL
- Theodosia VFD, MO
- Reidland Farley Fire District, KY
- Harvey-Brewers FD, KY
- Post Mountain VFD, CA



- Harris County ESD #24, TX
- ENO Fire Department, KY
- Downriver Fire Company, CA
- Piney Fire Department, AR
- Frankfort FPD, IL
- Dexter Fire Department, ME
- Glasgow VFD, WV
- Ladonia Fire Department, AL
- Elm Mott Fire/Rescue, TX
- City of Boise, ID
- Channelview Fire Department, TX
- City of Clinton, NC
- Rockland FPD, IL
- Isle of Hope VFD, GA
- Clayton County FD, GA
- Fork VFD, NC
- Pratt Community VFD, WV
- Hallsville Vol. Fire Dept., TX
- East Joliet FPD, IL
- Burlington Community FPD, IL
- Fort Mitchell VFD, AL
- Belle VFD, MO
- Bacliff VFD, TX
- Hawleyville Vol. Fire Co, CT
- Central Calaveras Fire, CA
- Snowflake Fire Department, AZ
- Scott Township FD, IN
- East Troy Area ESD, WI
- Pittsfield Township, MI
- French Camp McKinley Fire, CA
- Willington Fire Dept., CT
- Trinidad Volunteer Fire Dept., TX
- Garden City Fire Department, GA
- Chatham FPD, IL
- Sealy VFD, TX
- Marinwood FD, CA
- Moody VFD, MO
- Roberts Park FPD, IL
- Republic Volunteer Fire Co., PA
- Flossmoor VFD, IL
- Grand Traverse Metro, MI
- Pedernales Fire Department, TX
- City of Murrieta, CA
- Blanco VFD, TX
- Garrettsville Freedom, OH
- Towns County Fire, GA
- Leasburg VFD, MO
- West Alexander VFD, PA
- Eolia Community FPD, MO
- Sarcoxie Fire Department, MO
- Mokena Fire Protection District, IL
- Eastex VFD, TX
- City of Fate, TX
- Sauk Village FD, IL
- Hometown FPD, IL
- Doe Run FPD, MO
- Florence VFD, TX
- Plainfield FPD, IL
- Congress Fire District, AZ
- Wolfe City Fire, TX
- Corinna Fire Department, ME
- Farmington County FPD, CA
- City of Alton, TX
- Durham Fire Department, NC
- Harrods Creek FPD, KY
- Worthington Fire District, KY
- Warren Township Fire, IN
- Angleton VFD, TX
- City of Myrtle Beach, SC
- Village of Maywood, IL
- Lockport Township FPD, IL
- Braidwood FPD, IL
- Troy FPD, IL
- Stark City FD, MO
- Nome VFD, TX
- China VFD, TX
- Blackman's Crossroads FD, NC
- Green River Fire Department, WY
- Mountain Communities FPD, CO
- Bremond VFD, TX
- City of Louisville, KY
- Lebanon Rural FPD, MO
- Westfield Fire Department, TX
- City of Hartford, CT
- Iowa Colony Fire Department, TX
- Pleasant Prairie Fire Rescue, WI
- Calaveras Consolidated FPD, CA
- Teays Valley VFD, WV
- Oswego Fire Protection District, IL
- Kyle Fire Department, TX
- City of Melissa Fire Department, TX
- Morongo Valley Fire, CA
- Kinmundy-Alma FPD, IL
- Altoona Fire Department, PA
- Wheelock VFD, TX
- City of Dorris, CA

- Somonauk Community FPD, IL
- Forest Bend Fire Department, TX
- Coupland VFD, TX
- Douglas City Services District, CA
- Village of Posen Fire, IL
- Calumet Park Fire Department, IL
- Raton Fire and Emergency, NM
- McMahan FPD, KY
- Monee Fire Protection District, IL
- Riverdale Fire Department, IL
- Williamson County ESD #5, TX
- Hecla Volunteer Fire, PA
- Minooka Fire Protection District, IL
- Lompoc Fire Department, CA
- Franklin Fire Department, TX
- Blue Island Fire Department, IL
- Belle Fire Department, WV
- West Side Volunteer Fire, WV
- Caw Caw Fire Department, SC
- Osceola Fire Department, IN
- Bensenville Fire District, IL
- Garden City Fire District, MO
- Sandy Run Fire District, SC
- Rosharon Volunteer Fire, TX
- City of Hartford, CT
- Ypsilanti Fire Department, MI
- Crockett Fire Department, TX
- Midlothian Fire Department, IL
- Saint Hedwig Fire Department, TX
- Grand Traverse Rural Fire Dept., MI
- Somervell County Fire, TX
- Lake Worth Fire Department, TX
- East Bank Vol. Fire Dept., WV
- District 2 Fire & Rescue, TX
- City of Whitewright Fire Dept., TX
- Mount Olive Sunderland FD, AL
- Orland Fire Protection District, IL
- Leon Springs VFD, TX
- Erath County Vol. Fire Rescue, TX
- Markham Fire Department, IL
- New Market Fire Department, TN
- Pyramid Lake Paiute Tribe, NV
- Okolona Fire District, KY
- Gardner Fire Protection District, IL
- North Strabane Township FD, PA
- Snook Volunteer Fire, TX
- Fox River Fire Rescue District, IL
- Grosse Tete Fire Department, LA
- Barrington Countryside FPD, IL
- Quartzsite Fire Department, AZ
- Spring Grove Fire District, IL
- Lake Cities Fire Department, TX
- Hawkins Volunteer Fire, TX
- Morrisville Fire/Rescue, NC
- City of Donalsonville, GA
- Pittsburg VFD, MO
- Hyampom Services Dist., CA
- Garland City Fire Department, UT
- Supply Volunteer Fire, NC
- Clay County Fire & Rescue, NC
- Oak Island Fire & Rescue, NC
- Worth County Fire and Rescue, GA
- Beckwourth Fire District, CA
- Krum Fire Department, TX
- Aromas Tri-County FPD, CA
- Hughson Fire District, CA
- Village of Carpentersville, IL
- Ash Fork VF Distict, AZ
- South Monterey County FPD, CA
- Shiro Volunteer Fire, TX
- Hays County ESD No. 3, TX
- Dry Ridge Fire Department, KY
- Union City Fire Department, GA
- Newark Volunteer Fire, TX
- Southport Fire Department, NC
- Jerome Fire Department, AZ
- Camp Taylor FPD, KY
- McKeesport Fire, PA
- Town of Davie, FL
- Commerce Fire Department, OK
- Linden-Peters FPD, CA
- Blue Lake FPD, CA
- Mission-Soledad Rural FPD, CA
- Prairie County Fire Department, MT
- Greater Swan Valley FPD, ID
- Buda Fire Department, TX
- Dixie VFD, TX
- Travis County ESD #1, TX
- Braceville Fire District, IL
- Kempner VFD, TX
- Liberty Eylau VFD, TX
- Calera Fire Department, OK
- Fredericksburg VFD, TX
- Smith County ESD #2, TX
- Storey County FPD, NV
- Bexar County ESD #5, TX

- White Mountain Lake Fire, AZ
- Arivaca Fire District, AZ
- Doyle Fire Protection District, CA
- Civietown Volunteer Fire, NC
- Seligman Fire District, AZ
- Seale VFD, AL
- Aransas Pass Fire Department, TX
- Sunset Harbor & Zion Hill VFD, NC
- Little Elm Fire Dept., TX
- Salton Community Dist., CA
- Richmond Hill Fire Department, GA
- San Miguel CSD Fire, CA
- Marion VFD, TX
- Wright City FPD, MO
- Jamesport Fire & Rescue, MO
- St. Tammany Fire District #1, LA
- Osborn Fire Protection District, MO
- South Elgin FPD, IL
- Collinsville Fire Department, TX
- Doolittle Rural FPD, MO
- Strafford Fire District, MO
- Columbia Township VFD, OH
- Southwest Central Fire Territory, IN
- Bridgeport FPD, CA
- Pleasant Hills Fire Company, PA
- Lincolnshire-Riverwoods FPD, IL
- Elk Grove Rural FPD, IL
- Louisburg Comm. Fire. Assoc., MO
- West Peculiar FPD, MO
- West Dummerston FD, VT
- Clinton Township Div. of Fire, NJ
- Wilmington FPD, IL
- Noonday VFD, TX
- Buckskin Fire District, AZ
- Redlands Fire Department, CA
- Palominas Fire District, AZ
- College Park Fire Dept., GA
- Morris Fire FPD, IL
- Woodstock Fire/Rescue District, IL
- Winona VFD, TX
- Warrenton FPD, MO
- Saint Robert Fire Department, MO
- Littleville VFD, AL
- Penn Township FD, IN
- Detroit Fire Department, MI
- Pelham Fire Department, GA
- Bulverde Spring Branch, TX
- Urbana Rural Fire Department, MO
- Divide FPD, CO
- Campbellsburg Fire & Rescue, KY
- Lindsay Fire & Rescue, TX
- 50-210 Community FD Inc., NC
- Clinton Public Safety, SC
- Sierra Valley Fire District, CA
- Bloomsbury Hose Co. #1, NJ
- Palm Springs Fire Department, CA
- Whispering Pines Fire District, AZ
- Argyle Volunteer Fire District, TX
- Rice Volunteer Fire Department, TX
- Williamson County ESD #3, TX
- Punkin-Evergreen VFD, TX
- Pershing County FD, NV
- Pecan Creek VFD, TX
- Dorchester County Fire, SC
- Preston Emergency Services, TX
- Union VFD, CT
- Grove Fire Department, OK
- Bastrop County ESD #2, TX
- Tightwad Fire District, MO
- Delta FPD, CA
- Cisco Fire Department, TX
- Primrose VFD, TX
- City of Crystal Lake Fire Rescue, IL
- Williamson County ESD #4, TX
- Delta County ESD #1, TX
- Nocona Rural VFD, TX
- Grimes Fire Department, IA
- Johnston Fire Department, IA
- New Florence FPD, MO
- Hughes Springs VFD, TX
- Lowry Crossing VFD, TX
- Buffalo Rural Fire Department, MO
- City of Cleveland FD, TX
- Darien Fire Department, WI
- Locust Volunteer Fire, TX
- City of Leander FD, TX
- Big Spring Fire Department, TX
- Skyland Vol. Fire Dept., NC
- Quapaw Tribe Fire / EMS, OK
- Tri-Lakes Monument FPD, CO
- Antioch Volunteer Fire Dept., GA
- Sheldon Community Vol. F&R, TX
- Tanglewood VFD, TX
- Winterboro Vol. Fire & Rescue, AL
- Tri-Community Fire Dept., AL
- Tombstone VFD, AZ

- Wyandotte Fire Department, OK
- Travis County ESD No. 2, TX
- Alvin Vol. Fire Department, TX
- Lindale Fire Department, TX
- Tarkington VFD, TX
- City of Van Fire Department, TX
- Buffalo VFD, TX
- Coldspring VFD Inc., TX
- Southern Oaks VFD, TX
- Jeffersontown FPD, KY
- Callisburg VFD, TX
- New Lenox FPD, IL
- Richwood Fire Department, WV
- Salem VFD, GA
- Chapel Hill Fire Department, NC
- Baird VFD, TX
- Brazos County, TX
- Point Blank VFD, TX
- East Leon County VFD, TX
- Mount Hope Fire Department, WV
- Lampasas Fire Department, TX
- Medic On-Site Services, IN
- Southfork-Center Fire. Assoc., AR
- Hickory Grove Fire Department, OK
- McMullen Valley Fire District, AZ
- Little River Academy VFD, TX
- City of Cedar Park, TX
- Schulenburg VFD, TX
- Marshall Fire Department, TX
- Hays County ESD #6, TX
- Hubbard VFD, TX
- Cordelia Fire District, CA
- Cass County ESD #2, TX
- New Braunfels FD, TX
- Newport Township FPD, IL
- Montgomery County ESD #7, TX
- Cascade Rural FPD, ID
- City of Alvarado Fire, TX
- Manvel VFD, TX
- Leicester VFD, NC
- Oscoda County EMS, MI
- Center Point Fire District, AL
- Vesta VFD, GA
- Riceville VFD, NC
- Beloit Fire Department, WI
- Southwest Bell County VFD, TX
- Rosalie Vol. Fire Dept., AL
- New London Rural FD, MO
- Salado VFD, TX
- Tri-State FPD, IL
- Franklin Township Fire Dist. #1, IL
- New Gretna Vol. Fire Company, NJ
- Jasper Fire Protection District, MO
- Blackstone VFD, VA
- Fresno Fire Department, TX
- Town of Dover-Foxcroft, ME
- Martindale VFD Co. Inc., TX
- Blair Township FD, MI
- Kingsley Area Ambulance, MI
- Rio Grande City FD, TX
- Buckley Fire/EMS, MI
- Bastrop/Travis County ESD #1, TX
- Comal County ESD #3, TX
- Lawton Fire Department, OK
- Village of Buckley VFD, MI
- Jefferson County Fire # 3, KS
- Blackjack Vol Fire Dept., TX
- Benson Fire Department, NC
- Wharton VFD, TX
- City of Warrior Fire Department, AL
- Mokelumne Hill FPD, CA
- Texas City Fire Department, TX
- Concord Fire District, AL
- Mt. Pleasant Fire Department, TX
- Blair Township Fire Department, MI
- Quail Valley VFD, TX
- Long Lake Township Fire, MI
- Nelsonville Fire Department, OH
- Rhome Fire Rescue, TX
- Center Volunteer Fire, MO
- Grissettown Longwood F&R, NC
- Hillsboro Dept. Pub. Safety, TX
- Paradise VFD, TX
- Hatchechubbee VFD, AL
- Chillicothe Vol. Fire Dept., TX
- Valley View VFD, TX
- Scotland Neck Fire Dept., NC
- Montgomery Fire District, MO
- Elderville-Lakeport VFD, TX
- Parker County ESD #1, TX
- Westmont Fire Department, IL
- Cherokee County EMS, NC
- Orange County ESD #1, TX
- Palmetto Rural Fire Dept., SC
- Peninsula TWSP Emergency, MI
- Lisle-Woodridge Fire District, IL

- Sedan City Fire Department, KS
- Trenton Fire Department, TX
- Deptford Fire Department, NJ
- Central Taney County, MO
- Gladewater Fire Department, TX
- Pagosa Fire Protection District, CO
- Livingston VFD, TX
- Gonzales Fire Department, CA
- Caddo Mills Fire/Rescue, TX
- Jamestown Fire Dept., KY
- Stinnett Fire & Rescue, KY
- Beaver Valley Fire, AZ
- Bismarck Rural Fire. Assoc., MO
- Liverpool VFD, TX
- Sun Valley Fire District, AZ
- San Angelo Fire Department, TX
- Fife Lake Township, MI
- Fairview VFD, NC
- Oak Park Fire Department, IL
- Prescott Fire & EMS, WI
- Milford Fire Department, TX
- Bristol Kendall FPD, IL
- Bellaire Fire Department, TX
- Bangor Community FD, MI
- Bedford Fire & Rescue, KY
- Woodbridge FPD, CA
- Pleasureville VFD, KY
- Atlanta Fire Dept., TX
- Butler VFD, TX
- Jewett VFD, TX
- Dwight Fire Protection District, IL
- Verdunville VFD, WV
- Plum Grove VFD, TX
- City of Alvord, TX
- Dunnigan FPD, CA
- Turner County Fire Rescue, GA
- Green Lake Township, MI
- Fairland Fire Department, OK
- City of Oxford, NC
- Caldwell County ESD #2, TX
- Highlands Fire District, AZ
- Wolfforth Fire Department, TX
- Castle Hills Fire Rescue, TX
- City of Joshua, TX
- Warrenville FPD, IL
- Southern Trinity VFD, CA
- Jarratt Fire & EMS, VA
- Nitrate City VFD, AL
- Goose Creek Rural FD, SC
- Montgomery County ESD #4, TX
- Brenham Fire Dept., TX
- Delhi VFD, LA
- Shepherd VFD, TX
- Cash Fire Department, TX
- Yucca Fire District, AZ
- Beasley VFD, TX
- Hurtsboro VFD, AL
- Dalworthington Gardens FD, TX
- Dekalb-Clinton Ambulance, MO
- Somerdale Fire Department, NJ
- West Harrison VFD, TX
- Snowmass-Wildcat FPD, CO
- Nueces County ESD #3, TX
- Miles City Fire Rescue, MT
- Keene Fire Rescue, TX
- Naperville Fire Department, IL
- Scipio Vol Fire Dept., OH
- Anna Fire Department, TX
- Summit Fire District, AZ
- Sabine VFD, TX
- Bynum VFD, TX
- Claycomo FD, MO
- Judson Metro VFD, TX
- City of Gilmer FD, TX
- Institute VFD, WV
- County of Pecos, TX
- Miami Fire Department, OK
- City of Snyder, TX
- Corinth VFD, KY
- GWV Fire Department, SC
- Bell Township VFD, PA
- Jefferson County FD #10, KS
- Fieldbrook VFD, CA
- Palos Park FPD, IL
- Knoxville FD, IA
- Eden VFD, TX
- Lime Rock FD, RI
- West Finley VFD, PA
- Almira Fire and Rescue, MI
- North Park FPD, IL
- Glen Lyn VFD, VA
- Skull Valley Fire, AZ
- Security Fire Department, CO
- Granger Fire Department, IA
- Haring Fire Department, MI
- Norman VFD, AR

- Westminister VFD, TX
- Marthasville VFD, MO
- Long Lane VFD, MO
- Clarksville / Warren City VFD, TX
- Selma Volunteer Fire Company, VA
- Galmey VFD, MO
- Boles VFD, AR
- Grifton Community Fire, NC
- Brown County VFD, IN
- Grand Saline FD, TX
- City of Georgetown, TX
- South Van Zandt VFD, TX
- Oak Lawn Fire Department, IL
- Reno Township Fire Dept., KS
- Buechel FPD, KY
- San Diego Fire Dept., TX
- Sullivan County VFD, TN
- Palatine Fire Department, IL
- Center Fire Department, SC
- Abbott VFD, TX
- Huachuca City Fire, AZ
- Fort Osage FPD, MO
- Wise County ESD #1, TX
- Willow Park Fire Department, TX
- Claysville VFD, PA
- Manhattan FPD, IL
- Hannibal Rural FPD, MO
- Mount Enterprise VFD, TX
- Westover Fire Department, AL
- Montgomery Countryside FPD, IL
- Liberty Fire Dept., MO
- Valley Center FPD, CA
- Goreville Fire Department, IL
- South Metro Fire District, MO
- Cowskin Rural Fire District, OK
- Grandview Fire Department, MO
- Benzonia Fire Department, MI
- Perrysburg Fire Dept., OH
- Arcata Fire Protection District, CA
- Lebanon Township VFD, NJ
- Merrionette Park Fire Dept., IL
- Lake Egypt FPD, IL
- Douglasville VFD, TX
- Summit Fire Department, IL
- Tifton Fire Department, GA
- Tolland Fire Dept., CT
- White County Fire, GA
- Henlawson VFD, WV
- West Carlisle VFD, TX
- Homer Township, IL
- Harrison Fire Department, OH
- Sandwich Community FPD, IL
- Thompsonville VFD, MI
- Hickory Nut Gorge, NC
- Miller Rural FPD, MO
- Somerset VFD, TX
- Perry Joint Fire District, OH
- Willow Oak FPD, CA
- Ben Bolt Fire Dept., TX
- Miami County EMS, KS
- Buncombe Cnty Rescue Squad, NC
- Richards VFD, TX
- Gause VFD, TX
- Highlands VFD, TX
- Concord Green VFD, OH
- Bastrop Fire Department, TX
- Darien-Woodridge FPD, IL
- Argyle Vol Fire Dept., FL
- Harlan Township Fire, OH
- Highland Twp Fire Dept., OH
- Sni Valley FPD, MO
- Avinger VFD, TX
- Conway VFD, MO
- Ayden Fire and Rescue, NC
- Bolivia Fire Department, NC
- Ridgeville TWP Fire, OH
- Combine VFD, TX
- Whitewater TWP Fire/EMS, OH
- Albany VFD, TX
- Buckhead Fire & Rescue, NC
- Giddings VFD, TX
- Green Lake Township, MI
- Beach City VFD, TX
- Sierra County FPD #1, CA
- Town of Smithfield, RI
- Hazel Crest Fire-Rescue, IL
- Ona VFD, WV
- Mescal-J6 Fire District, AZ
- Mt. Juliet Fire Department, TN
- Lavalette VFD, WV
- Fairdealing-Olive FD, KY
- East Boise County, ID
- Carlisle Township FD, OH
- Milton VFD, WV
- Central Cass County, MO
- Humboldt Fire Authority, CA

- Puerco Valley Fire District, AZ
- New Milford FPD, IL
- Liberty County ESD #7, TX
- Springfield Township VFD, IN
- Logan County VFD, WV
- Santo Fire & EMS, TX
- City of Oxnard, CA
- Kimberly Fire Dept., AL
- Trenton Fire Company, ME
- Chauncey VFD, GA
- Upper Pine River FPD, CO
- Redondo Beach FD, CA
- Contentnea VFD, NC
- Aurora VFD, ME
- Arnoldsville Community VFD, GA
- Columbus Rural Fire #3, MT
- Western Lakes Fire District, WI
- Bethlehem Township, PA
- Pines Fire Department, IN
- Beech Island FD, SC
- Tallahassee FPD, CO
- Shooting Creek Fire, NC
- Blounts Creek VFD, NC
- Green Valley VFD, WV
- Montrose FPD, IL
- Mount Calm VFD, TX
- Syracuse VFD, OH
- Southwest Lee County FP, AL
- Milton Fire Department, WI
- Hazelgreen FPD, MO
- Leon Valley Fire, TX
- Killington Fire and Rescue, VT
- Harrison Twp. Fire & Rescue, OH
- Sarcoxie Rural Fire District, MO
- Southwest Camden County, MO
- Tool VFD (ESD #4), TX
- Fortuna Fire Protection District, CA
- Grand Isle VFD, LA
- Cahokia FPD, IL
- Oscoda County EMS, MI
- New Hope Fire Department, NC
- Salem VFD, AL
- Dew VFD, TX
- Brigham City FD, UT
- Bardwell Area VFD, TX
- Cross Rural FD, SC
- Iberia FPD, MO
- Tri-County FPD, MO
- Tom Bean VFD, TX
- Mart VFD, TX
- Camden-Somers Fire & EMS, OH
- Tyler Fire Dept., TX
- Cumby VFD, TX
- Randolph VFD, TX
- Basalt Fire & Rescue, CO
- Farmville VFD, AL
- Bandera Fire & Rescue, TX
- Upper Pine River FPD, CO
- Wortham VFD, TX
- Lakeview FPD, AL
- Franklin Township & EMS, OH
- Greenwood-Slidell, TX
- Roseland VFD, NC
- Fife Lake Emer Svc Auth, MI
- Teague VFD, TX
- Kearny VFD, AZ
- Village of Pomeroy, OH
- Red Springs Rescue, NC
- Salida FPD, CA
- Desert Hills FPD, AZ
- Stella Rural VFD, MO
- New Freeport VFD, PA
- Kearney Fire & Rescue Dist., MO
- Martinton FPD, IL
- Bucksnot Fire and Rescue, TN
- Guilford Fire Department, ME
- Little Lake FPD, CA
- Matthews Fire & EMS, NC
- Harquahala Valley Fire District, AZ
- Norman Township FD, MI
- Peninsula TWSP Emer. Svcs., MI
- Lonsdale Fire Association, AR
- Raymondville VFD, TX
- Hinton Fire Department, WV
- East Pike FPD, IL
- Decatur Fire Department, TX
- Pinetop Fire Department, AZ
- Sandy Springs VFD, SC
- Pierpont VFD, OH
- Cinnaminson Fire District, NJ
- West Covina Fire Department, CA
- Afton-Elberon VFD, NC
- Fayette Township FD, OH
- Chicago Ridge Fire Dept., IL
- Itasca VFD, TX
- Granville Rural FD, NC

- Bardstown Fire, KY
- Zion Fire and Rescue, IL
- Woodland Avenue Fire, CA
- Penitas VFD, TX
- Phoenix Ambulance Service, IN
- Leggett Valley FPD, CA
- Mullens Fire Department, WV
- Glenwood Fire Department, IL
- Sardis-Timmonsville FD, SC
- ENO Fire Department, NC
- Slovan VFD, PA
- Crosby VFD, TX
- Zell Volunteer VFD, MO
- Coble Fire Department, TN
- Cedar Bluff VFD, AL
- Norman Township FD, MI
- Evergreen VFD, NC
- Jackson County ESD, TX
- Graafschap Fire Department, MI
- Kemah Fire Department, TX
- Teutopolis FPD, IL
- Bourbonnais FPD, IL
- Chelsea Fire & Rescue, AL
- Oak Grove VF&R, AL
- Farmers Branch FD, TX
- Dale VFD, TX
- Murphy Fire Department, NC
- Flynn VFD, TX
- Jefferson Township VFD, OH
- Monaville VFD, TX
- Portage Fire District, OH
- Southmayd VFD, TX
- Riverside VFD, TX
- Eldridge VFD, MO
- Hooks Fire Department, TX
- Marietta VFD, TX
- New Martinsville FD, WV
- Rices Landing VFD, PA
- Wardell Rural FD, MO
- Caseyville FD, IL
- Dickson County Fire, TN
- Madison Township FD, OH
- Seguin FD, TX
- Lincoln County FPD #1, MO
- Hastings VFD, PA
- City of Omaha Fire, TX
- Twiggs County, GA
- Loami FPD, IL
- Hermitage VFD, MO
- Marshfield FPD, MO
- Swansea FD, IL
- East Contra Costa FPD, CA
- Franklin Park FD, IL
- East Hickman VFD, TN
- Winfield-Foley FPD, MO
- Gurnee FD, IL
- Fork Ridge VFD, WV
- Equality VFD, IL
- Kinsey VFD, MO
- Ridgeland Fire, SC
- Upper Cleveland Res. Sqd, NC
- Crabb's Prairie VFD, TX
- Parker's Mill FD, KY
- Regional EMS, OH
- Athens TWSP VFD, PA
- Clinton Township, MI
- Friendship Fire Company, PA
- Mapaville FPD, MO
- Tri-Cities FPD, MO
- Hickory Tavern VFD, SC
- Clive Fire Department, IA
- Ravenna Township FD, OH
- Alma VFD, TX
- Brenton VFD, WV
- Oden Pencil Bluff VFD, AR
- Afton Fire Department, OK
- Palestine Fire Department, TX
- Clarendon County FD, SC
- Bristolville Township FD, OH
- Larkspur FPD, CO
- City of Des Peres, MO
- Mayer Fire District, AZ
- Converse Fire and EMS, TX
- Manteno Community FPD, IL
- Boggs Run VFD, WV
- Wentzville FPD, MO
- Overisel Township FD, MI
- Ghent FPD, KY
- East Cleveland FD, OH
- North Whiteville VFD, NC
- Jacksboro Fire Dept., TX
- Klondyke-Chadbourn Fire, NC
- Carlisle VFD, TX
- Ellis County ESD #3, TX
- Roberts Ridge VFD, WV
- Pisgah VFD, AL



- Rolling Meadows FD, IL
- Todd Mission VFD, TX
- City of Katy, TX
- Elmore City EMS, OK
- Gilbert VFD, WV
- City of Beverly Hills, CA
- Cahaba Valley Fire District, AL
- Rural Metro Corporation, AZ
- Lake Mohave Ranchos, AZ
- Marris Township VFD, IN
- Piketon Seal TWP FD, OH
- Mantua Township Fire District, NJ
- Douglass VFD, TX
- Falcon FPD, CO
- Groesbeck Fire-Rescue, TX
- Cameron VFD, WV
- Arcola VFD, IN
- Old Ford VFD, NC
- Butterfield FPD, MO
- Concord Township FD, IN
- Washington Lands VFD, WV
- Baugo Township FD, IN
- Lancaster FD, TX
- Manila Fire Department, UT
- Stem Comm. Fire and EMS, NC
- Caulfield Membership FD, MO
- Tennessee City FD, TN
- Bloomingdale VFD, TN
- Keys FD, OK
- Cookson VFD, OK
- Fort Motte VFD, SC
- City of Freeport FD, IL
- Union City Vol Fire Dept., PA
- Nelson County Fire & Rescue, KY
- North Davis Fire District, UT
- South Branch Township VFD, MI
- Ehrenberg Fire District, AZ
- Sparta VFD, TX
- Harvest VFD, AL
- Village of Hanover Park, IL
- Knoxville Fire, IA
- Fort Deposit Fire/Rescue, AL
- Grovespring Area FPA, MO
- Possum Trot-Sharpe FD, KY
- Altamont FPD, IL
- Pleasant Hill FD, IA
- Escambia County, FL
- Stanley Valley VFD, TN
- New Britain Fire Dept., CT
- Cross Hill VFD, SC
- City of Nassau Bay EMS, TX
- Hudson Fire Department, IA
- Dunnegan Rural Fire, MO
- New Berlin Fire Dept., WI
- Massie Township FD, OH
- Old Washington VFD, OH
- Farina FPD, IL
- Arbala VFD, TX
- Van Alstyne FD, TX
- Belle FPD, MO
- Seeley Lake Rural Fire, MT
- City of Huntsville FD, TX
- Brookhaven VFD, WV
- New Berlin FD, WI
- Marysville FD. CA
- Cross Timbers Rural FD, MO
- Brooklyn FD, OH
- Purcell FD, OK
- Bloomsdale VFD, MO
- Englewood Rural FD, TN
- Mowbray VFD, TN
- Crescent City Fire & Rescue, CA
- No. Cnty FPD of Monterey Cnty, CA
- Tabor City FD, NC
- Union City VFD, PA
- Red River Parish, LA
- Benton Fire District No. 4, LA
- St. Tammany FPD #12, LA
- St. Tammany FPD #13, LA
- Antrim Community VFD, OH
- Fairfield VFD, TX
- Parma Sandstone FD, MI
- Belle Valley FD, PA
- Waymart VFD, PA
- Hanover VFD, WV
- Odessa Fire & Rescue, MO
- Dumas Fire Dept., TX
- Antrim Community VFD, OH
- Aurora Fire District, OR
- Oldham County, KY
- Etowah Rescue & Rural FD, TN
- Long Valley FPD, CA
- Cherry Grove Township, MI
- Liberty Community VFD, OH
- Valletown Fire and Rescue, NC
- Palmerdale Fire District, AL

- Whitesboro Fire Dept., TX
- Red Springs Fire, NC
- Maud VFD, TX
- Big Rock FD, IL
- Skiatook Fire and EMS, OK
- Lake Bridgeport VFD, TX
- Hopland FPD, CA
- City of Crescent City, CA
- Lemont FPD, IL
- Pine Ridge Fire Rescue, SC
- Environmental First Response, WA
- Blountsville VFD, AL
- New Ellenton FD, SC
- Reeltown VFD, AL
- Pinewood Fire District, AZ
- Maury County, TN
- Renno Volunteer FD, SC
- Wylie Fire Rescue, TX
- North Bench VFD, ID
- Medina County ESD #1, TX
- Delhi VFD, TX
- Murrells Inlet-Garden, SC
- McCutchanville VFD, IN
- Pleasant Valley FD, AZ
- Moncks Corner FD, SC
- Sandridge VFD, SC
- Youngstown Fire Dept., OH
- Euclid Fire Department, OH
- South Chicago Heights, IL
- Roadside Response, WA
- Brassfield VFD, NC
- Milton-Washington TWSP, IN
- Gasquet FD, CA
- Newton VFD, WV
- Mt. Pleasant Township, PA
- South Robeson Rescue Unit, NC
- Christopher Kohl's FD, AZ
- Streetman VFD, TX
- Acme-Delco-Riegelwood, NC
- Bowling Green FD, MO
- Anmoore VFD, WV
- Byesville VFD, OH
- Monroe Fireman's Assoc., OH
- Monterey County Regional, CA
- Morris VFD, AL
- Whitesville Rural VFD, SC
- Elm Grove FD, OH
- East Sullivan County, TN
- Nolensville VFD, TN
- Parrottsville VFD, TN
- Byesville VFD, OH
- Alnaville VFD, TN
- Caromi Rural VFD, SC
- Lumberton Rescue & EMS, NC
- Evanston Fire & Life Safety, IL
- De Beque FPD, CO
- O'Fallon Fire Department, IL
- Hartsel FPD, CO
- East Limestone VFD, AL
- Roadside Response (CA), WA
- American Enviro. Response, WA
- Kingsville Fire, OH
- Jenkins FPD, MO
- Pembroke Rescue Squad, NC
- Greensboro FD, NC
- Tahlequah FD, OK
- Bourbon FPD, MO
- Elmo VFD, TX
- Keener Township VFD, IN
- Selma Fire Dept., TX
- Hartford Fire & EMS, IA
- North Shore Fire, WI
- Robbins Fire Dept., IL
- Stanislaus Consolidated FPD, CA
- Cottondale VFD, TX
- Buffalo FPD, IL
- Center FD, TX
- Huntington Township, OH
- Wauconda FPD, IL
- Limestone Township FPD, IL
- Northeast Bossier FD #5, LA
- Ashridge VFD, AL
- Nutter Fort FD, WV
- Johnson City VFD, TX
- Avery Community VFD, TX
- Village of Bradley, IL
- Hutchins Fire Rescue, TX
- Vandiver Fire and EMS District, AL
- Trafford Fire Co. No.1, PA
- Bouse Volunteer Fire District, AZ
- Alsip Fire Dept., IL
- Hookstown VFD, PA
- SteamBoat Springs FD, CO
- Beecher FPD, IL
- Pleasanton Fire, TX
- Country Club Hills Fire, IL

- Saint Charles Fire Dept., MO
- Burbank-Paradise Fire District, CA
- East Wise Fire Rescue Inc., TX
- Jefferson Township, PA
- Pembroke VFD, KY
- Palos Heights FPD, IL
- McMahan VFD, TX
- Elmore VFD, AL
- Village of Richton Park, IL
- La Feria Fire and Rescue, TX
- Meeksville VFD, AL
- City of El Cajon, CA
- Purdy FPD, MO
- Oglethorpe Cnty Fire Rescue, GA
- City of Morgan Hill (CAL FIRE), CA
- Cowden FPD, IL
- Grant Park FPD, IL
- Rowland Rescue Squad, NC
- Burton VFD, TX
- Central Bell Cnty Fire & Rescue, TX
- Orofino Fire Department, ID
- Carroll County Rescue, TN
- Leming VFD, TX
- Riceville VFD, TN
- Wall VFD, TX
- St. Joseph VFD, WV
- Etowah Municipal FD, TN
- Grand Bay Fire Rescue, AL
- City of Frankfort, MI
- Forrest City Fire Dept., AR
- Piney Chapel FD, AL
- Rosinton Fire Rescue, AL
- Monroe County Emergency, GA
- Cosby VFD, TN
- City of Ironton, OH
- Holtville/Slapout Fire, AL
- Williamson County Rescue, TN
- Adams TWSP Vol Fire Co #2, PA
- Northwest Homer FPD, IL
- Hawkins County Rescue Squad, TN
- Toms River Commissioners, NJ
- Quaker City VFD, OH
- Saylor Township FD, IA
- Anmoore VFD, WV
- Joliet Fire Department, IL
- Kennett Fire Dept., MO
- Northwest Harris VFD, GA
- Durbin Creek Fire/Rescue, SC
- Nevada VFD, TX
- South Point VFD, OH
- Burlington FD, NC
- Peotone FPD, IL
- C&B Fire Dept., SC
- New Brockton VFD, AL
- Menlo Fire Dept., GA
- Skokie Fire Department, IL
- Hickman County, TN
- Stony Creek VFD, VA
- Gorham-Fayette Fire, OH
- Jefferson Twp. FD, IN
- Milano VFD, TX
- Iowa County Rescue, IA
- Stringtown Fire, OK
- Calumet City FD, IL
- Laurel County FD, KY
- Bartlett FPD, IL
- Jonesburg-High Hill FPD, MO
- Lauren's County Fire Service, SC
- Village of Lansing, IL
- Martinsville FPD, IL
- Westwood Fire District, KY
- Redwood Coast FPD, CA
- Santee Fire Department, CA
- Marine VFD, IL
- Elba Fire Department, AL
- Alturas Rural FPD, CA
- Meadow VFD, NC
- Woodall VFD, OK
- Ridgewood VFD, TN
- Whitsett, TX
- Battleboro Rural FD, NC
- Prairie Hill VFD, TX
- District 2 Joint VFD, OH
- Highland Fire & Rescue Dept., AL
- Waccamaw VFD, NC
- Urbandale Fire, IA
- Bonner Springs, KS
- Hugo VFD and Rescue, NC
- Meigs County Ambulance, TN
- Redwood Valley-Calpella FD, CA
- Illinois River Fire, OK
- Wilderness Ranch FPD, ID
- Paisano VFD, TX
- Wharncliffe Fire Dept., WV
- Weston VFD, TX
- Forest Hill FD, TX

- Lee's Summit FD, MO
- Ventura City Fire, CA
- Owens VFD, AL
- Benzie County EMS, MI
- Lake Jericho Fire, KY
- Peoria VFD, OK
- Ladonia VFD, TX
- Bold Spring FD, GA
- Hebron Alden-Greenwood FPD, IL
- New Harmony Special Svc Dist., UT
- Ranger VFD, NC
- Coosada VFD, AL
- Niota VFD, TN
- Monroe County Fire Rescue, FL
- Mesick Ambulance Service, MI
- Richmond Township FPD, IL
- Watonga EMS, OK
- Jackson Township VFD, OH
- Okeene 522 EMS, OK
- Fire Team Four VFD, AZ
- Jackson Fire District No 2, NJ
- Eadytown Rural VFD, SC
- Corrigan VFD, TX
- Scioto Township FD, OH
- Highland VFD, TN
- Turlock Rural FD, CA
- East Howellsville FD, NC
- Roanoke Rapids FD, NC
- Truckee Meadows FPD, NV
- Three Rivers VFD, TX
- Lindsay EMS, OK
- Gasper Township Fire & EMS, OH
- Columbus FD, KS
- Tichigan VFD, WI
- Asheville Fire and Rescue, NC
- Clements VFD, AL
- Mesick Rescue Squad, MI
- City of Kankakee Fire Dept., IL
- North Bannock Fire, ID
- Metropolis Fire Dept., IL
- Allentown VFD, GA
- Kevil Fire Department, KY
- Asbury FPD, MO
- New Carlisle VFD, IN
- Gasper TWSP Fire, OH
- Tallassee Fire Dept., AL
- Swinney Switch VFD, TX
- West Deptford FD, NJ
- Ardmore FD, TN
- Williamstown FD, VT
- Anderson Fire, CA
- Jackson 105 FD, CO
- Gray Court FD, SC
- West Hanover TWSP, PA
- Liberty Area FPA, OK
- Cornplanter VFD, PA
- West Stanislaus FPD, CA
- St. Tammany FPD No. 9, LA
- Mundelein FD, IL
- Marion County Township, IN
- Albemarle County, VA
- Theodore/Dawes VFD, AL
- Mount Ephraim Fire, NJ
- Mereta VFD, TX
- North Palos FPD, IL
- Village of Thornton, IL
- Lancaster FD, PA
- Graham VFD, KY
- Chase City VFD, VA
- Eilerslie VFD, GA
- Silver Bluff VFD, SC
- Pine Level FD, NC
- Lindsay Fire Department, OK
- Sanoca Rural Fire District, NC
- Sugarloaf Fire Company, PA
- Margate Fire Rescue, FL
- Carmichaels & Cumberland, PA
- Aurora Rural FPD, MO
- Menlo Park FPD, CA
- Spring Creek VFD, GA
- Liberty Fire Dept., TX
- Sheffield TWSP Fire & Rescue, OH
- Carlisle Fire Department, IA
- Geronimo VFD, TX
- Steger Estates FPD, IL
- Josephine VFD, TX
- Yeadon Fire Company, PA
- Pilot Rock Fire District, OR
- South Coast VFD, CA
- Alfalfa FD, OR
- Pettis County, MO
- Modesto FD, CA
- Stillwaters VFD and Rescue, AL
- Ozora Community FPA, MO
- Brookport FD, IL
- Sutter County FD, CA

- City of Rensselaer, IN
- Mount Gilead FD, OH
- Cluster Springs VFD, VA
- Chinquapin VFD, NC
- Corbin Fire Dept., KY
- West Hazleton Fire, PA
- Stratford Fire Company, NJ
- East Troy Area ESD, WI
- Flint Township FD, MI
- Cokeburg VFD, PA
- Baldwin County Fire Rescue, GA
- Joplin VFD, AR
- Brownstown VFD, IL
- Metamora Amboy VFD, OH
- Massac FPD, IL
- Beach Lake Fire Co., PA
- City of Slocomb, AL
- Upper Pine River FPD, CO
- Sullivan City VFD, TX
- Fayetteville VFD, PA
- Norwalk Fire Department, IA
- Lyons Twp Fire, WI
- South King Fire, WA
- Bismarck Fire, AR
- City of Nashville, TN
- Pleasantville Emerg. Svcs, IA
- Watseka Fire, IL
- Narrows Fire Dept., VA
- Bixby Fire Dept., OK
- Monrovia Fire Rescue, AL
- Northern Warren FD, IA
- Bobo VFD, AL
- Lowrey VFD, OK
- Wheaton Fire, MO
- Lincoln Fire District, RI
- Calloway County Fire, KY
- Bishop Fire Dept., CA
- West Manchester FD, OH
- Roscoe VFD, TX
- Payson FD, AZ
- Habersham County, GA
- Pilot Rock Fire District, OR
- City of Guthrie, OK
- Cimarron Hills FD, CO
- Southeast Bullitt FD, KY
- Rio Fire Department, WI
- Polk Jackson Perry Fire Dist., OH
- White Oak Fire Rescue, AL
- Blandville Rural VFD, KY
- Dandridge VFD, TN
- Ware Shoals VFD, SC
- Coalton VFD, WV
- Northeast Burnet County Fire, TX
- Denison Fire Department, TX
- Dowagiac Fire Department, MI
- Williamson County ESD #7, TX
- Sherwood Shores VFD, TX
- Custer Park FPD, IL
- Tunas VFD, MO
- Nichols Fire District, CT
- St. Stephen Fire Dept., SC
- Wynne Fire Dept., AR
- Caddo Parish Fire District #8, LA
- Fort Bend County ESD #7, TX
- Florala VFD, AL
- N.B.C. FPD, MO
- Brownwood FD, TX
- Wayne Township, MI
- Williamson County Fire District, IL
- Parkertown Fire Company, NJ
- Eclectic FD, AL
- Grantville Volunteer Fire Co., PA
- Coldsprings-Excelsior Fire, MI
- Cassville FPD, MO
- Rocky Ridge Fire District, AL
- Kelseyville FPD, CA
- Boardman TWSP Fire & Rescue, MI
- Comm. Fire Co. of Virginville, PA
- Colbert Heights VFD, AL
- Kingsburg Fire Dept. CA
- Mountaintop Hose Co., PA
- Cherokee Nation EMS, OK
- Scott County Rural Fire Dist., MO
- City of Cornelia, GA
- Seneca FP & Ambulance District, IL
- Matewan VFD, WV
- Lore City VFD, OH
- Lake County FPD, CA
- Huckabay VFD, TX
- Bethany FP & Ambulance, IL
- Tacna VFD, AZ
- Timber Cove FPD, CA
- Baker Hill Fire Rescue, AL
- Osolo Township VFD, IN
- Hempfield Township, PA
- Runnemedede FD, NJ

- NW Rogers County FPD, OK
- Flushing FD, MI
- Lynnville VFD, IN
- Town of Selma FD, NC
- Winslow Township FD, NJ
- East Marshall Fire District, KY
- Halletown VFD, TN
- Freistatt FPD, MO
- St. David Fire District, AZ
- La Verne Fire Department, CA
- Glenwood VFD, AR
- Adamsville VFD, TX
- Campbellsville FD, KY
- Piercy FPD, CA
- Hartford FD, IL
- Greeley VFD, PA
- Monkey Island FPD, OK
- Central Campbell County, KY
- Baisden VFD, WV
- Albion-Little River FPD, CA
- Parker Fire District, AZ
- Curley Creek VFD, ID
- Mission VFD, SD
- Chesapeake Union VFD, OH
- Seneca City FD, MO
- Hinckley Community FPD, IL
- Union Valley FD, TX
- Turtle Creek VFD, AR
- Wingo VFD, KY
- Belton Fire Dept., TX
- Terrell VFD, TX
- Hartford Fire Rescue, AL
- Concordia FPD, MO
- Sandy Branch VFD, SC
- Hodges-Cokesbury VFD, SC
- St. Tammany FPD #11, LA
- Matteson FD, IL
- Tioga VFD, TX
- Sunnyside FD, WA
- Williams FD, AZ
- Westminster Fire, MD
- Claymont Fire Company, DE
- City of La Mesa, CA
- Buffalo VFD, KY
- Fenville Area FD, MI
- Liberty Township FD, OH
- Reese Fire Rescue, MI
- New Buffalo Fire Co., PA
- Wickliffe Rural FD, KY
- Oak Grove VFD, KY
- Edgewood VFD, PA
- Somerset VFD, PA
- Northwest Fire & Ambulance, OH
- Belington VFD, WV
- Esmeralda County, NV
- Lincoln FPD, IL
- Robinson VFD, TX
- City of Weatherford, OK
- Smithburg VFD, WV
- Elkmont VFD, AL
- Berryhill FPD, OK
- Logan Township FD, NJ
- Sagle Fire District, ID
- Scottsburg FD, IN
- King County Fire Dist. #2, WA
- Caney VFD, OK
- Aquilla VFD, TX
- Marshfield FD, WI
- Mary Ann Township, OH
- Campbell Fire Department, OH
- Seelyville VFD, PA
- Northeast Dane County, WI
- Baltimore County Govt., MD
- Bush Fire Services, KY
- Ingham Township Fire, MI
- Bronston FD, KY
- Collegeville Rural FD, CA
- Pasadena Fire Department, CA
- Proctorville VF & Rescue, OH
- West Knox Vol. Fire Rescue, KY
- Thunderbolt FD, GA
- Kane VFD, PA
- Jefferson Township FD, OH
- Waverly Hall FD, GA
- Coal City VFD, WV
- Welling Tri-Community FD, OK
- Mitchell County Fire Rescue, GA
- Barlow City VFD, KY
- Central Berkeley Fire, SC
- Glendale FD, OH
- Atwater City FD CAL-Fire, CA
- NW Wexford Emer. Authority, MI
- Albany County Fire District 1, WY
- Wileysville VFD, WV
- Weingarten VFD, MO
- Arrington VFD, TN

- Potosi FPD, MO
- Bellmawr FD, NJ
- North Callaway FPD, MO
- Fogertown Fire & Rescue, KY
- Sapulpa FD, OK
- South Boundary FPD, ID
- Jackson Fire District #3, NJ
- Atkinson County FD, GA
- Montebello FD, CA
- Dodgingtown VFD, CT
- Victoria Fire & Rescue, VA
- Sedgwick FD, AR
- Marlow FD, OK
- Lynwood FD, IL
- Aurora FD, MO
- Newport Fire/EMS, KY
- Thornton Rural FPD, CA
- Willoughby Hills FD, OH
- West Blount Fire, AL
- Peoria Fire Department, IL
- West Allis Fire Dept., WI

## ATTACHMENT 05



# Emergency Incident Recovery Forecast

While we cannot make guarantees for cost recovery,  
the following is an estimated forecast.

## City of Jackson Fire Department

<i>Items</i>	<i>Incidents per Year</i>	<i>Percent Collected</i>	<i>Amt. Billed</i>	<i>Totals</i>
MVA (with fluids on ground)	819	90%	@ \$520 =	\$383,292
MVA (no fluids on ground)	819	30%	@ \$520 =	\$127,764
Vehicle Fires	106	20%	@ \$605 =	\$12,826
Landing Zones	0	60%	@ \$2,100 =	\$0
Fires	335	60%	@ \$500 =	\$100,500
Hazardous Conditions	134	60%	@ \$700 =	\$56,280
Special Rescue	37	60%	@ \$400 =	\$8,880
<b>SUBTOTAL COLLECTED</b>				<b>\$689,542</b>

<b>TOTAL RETURNED TO THE FIRE DEPARTMENT (per year)</b>	<b>\$551,634</b>
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*\* Emergency Incident Billing typically takes up to two years for a full "At Plan" ramp up, therefore be advised Year 1 revenue may be as much as 50% lower than the ongoing revenues.*

*\* This forecast is highly dependent on the client providing adequate billing data to enable us to meet our normal collection rates. This will be reinforced during training.*

*\* Landing Zones only applies to temporary Landing Zone creation.*



**FOR EMERGENCY INCIDENT CLIENTS: ATTACHMENT 06**

**In order to setup your account correctly, we need the following information.**

1. Who is filling out this form? Provide your name, email address, and phone number.
2. Your complete department legal name and mailing address.
3. The name, email address, and phone number of your Fire Chief.
4. The name, email address, and phone number of the person assigned to manage this program.
5. Where do you want the recovery payments mailed? Full name and address please (if different from your legal name and location).
6. Please provide us your Fire Department logo (either JPEG, PNG, EPS, AI, etc.).
7. How many total runs did your department respond to last year? Not just Motor Vehicle Incidents, but total runs.
8. What RMS software do you use (Firehouse, Zoll, Fire Programs, ESO, Emergency Reporting, etc.)?
9. Is your RMS software hosted locally or cloud-based?
10. Do you have an IT person? If YES, then please provide name, phone, and email:
11. If appropriate, please send the signed ordinance/resolution that allows you to bill along with the fee schedule if this is a separate document.
- 12A. What type of Fire Department: (Unpaid, Combination, Fully-Paid, Subscription/Membership)?
- 12B. – Is your department a Volunteer Fire Department)? **If so, we need a copy of a document confirming this (Tax Doc, IRS Doc, 501c filing, etc.).**
13. Are you billing everybody (residents and non-residents), or only non-residents of your district?
14. If an insurance company denies the claim or an individual does not have insurance coverage, would you like the individual billed directly? (We recommend billing directly or insurance companies are less likely to pay your claim. Most departments direct bill non-residents at a minimum).

15. Will you be will be sending nonpaying accounts to collections?

16. If yes, do you have your own collection agency, or will you be using ours?

17. If you're using your own collection agency, **we need the contact info, including the name and email for the person who should receive the collections documents.**

18. If you choose to use our collection agency:

**Please copy the information below ONTO YOUR LETTERHEAD, sign, and email to us:**



**I hereby give Fire Recovery USA the authority to send unpaid accounts to collections.**

---

**Signature of Chief**

# ATTACHMENT 07

## ORDINANCE NO: \_\_\_\_\_

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE CITY OF OR TOWN OF OR VILLAGE OF OR FPD (NAME).

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the XXX desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

### BE IT ORDAINED BY THE CITY COUNCIL OF THE XXX:

SECTION 1: The XXX shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5: This Ordinance shall take effect thirty days (30) from the date of adoption as permitted by law.

**SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 7.1% annually or 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, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.**

THE ABOVE WAS PASSED

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### **MITIGATION RATES BASED ON PER HOUR**

The mitigation rates below 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 - \$584.00**

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 - \$667.00**

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 - \$813.00**

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 - \$1,757.00**

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 - \$537.00**

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 - \$943.00**

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

### **Level 2 - \$3,369.00**

**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 decon center.

### **Level 3 – \$7,953.00**

**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 - \$538.00 per hour, per engine / \$673.00 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 - \$538.00 per hour, per engine / \$673.00 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 \$538 plus \$66 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 \$1,077 plus \$66 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 \$2,665 plus \$66 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 \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 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 \$337 per hour.**

### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

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

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404.

### **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.



## Current Accounts

- Foresthill FPD, CA
- Sam Owen Fire District, ID
- Tri-City Fire District, AZ
- Nevada County FD, CA
- Pleasant Grove VFD, TX
- Westphalia VFD, TX
- Briggs County VFD, TX
- Oakhurst VFD, TX
- Nevada City, CA
- Central Polk County F&R, MO
- Florissant FPD, CO
- Hellsgate FD, AZ
- Pioneer FPD, CA
- Northern Arizona Fire District, AZ
- Tusayan FPD, AZ
- Penryn FPD, CA
- Fairmount VFD, TX
- Ora VFD, TX
- City of Upland FD, CA
- Montezuma FPD, CA
- Sunset VFD, TX
- Olancha Cartago FD, CA
- Superior FD, AZ
- Dobbins-Oregon House FPD, CA
- Myersville VFC, MD
- C-5 Red Lick/Leary VFD, TX
- Rendon FD, TX
- Kirkwood VFD, CA
- Humansville Fire & Rescue, MO
- Calhoun FD, MO
- Sutter-Basin Fire District, CA
- Ronan FD, MT
- Levita FD, TX
- Beulah FD, AL
- DeKalb VFD, TX
- Oronogo FPD, MO
- Merkel VFD, TX
- Loomis FPD, CA
- Carpinteria-Summerland FPD, CA
- Georgetown FPD, CA
- Central Crossing FPD, MO
- Rio Vista FD, CA
- Lake Dunlap VFD, TX
- Newcastle FD, CA
- K.A.W. FPD, MO
- Redings Mill FPD, MO
- Bradford Township VFD, ME
- Seneca Area FPD, MO
- Goodman Rural FPD, MO
- Ponderosa VFD, TX
- Moberly FD, MO
- Mifflin Township FD, OH
- San Antonio FD, MO
- Oakalla VFD, TX
- Duncannon Fire Company, PA
- Ripon Fire District, CA
- Fruitland FPD, MO
- Anderson VFD, MO
- Carterville VFD, MO
- Tuolumne Fire District, CA
- North County FPD, CA
- Georgetown FD, IL
- South Placer FPD, CA
- Oakdale Rural FPD, CA
- Regional F&R, AZ
- City of Hemet FD, CA
- Smith Grove FD, NC
- Meridian FPD, CA
- Molalla Rural FPD, OR
- Westside FPD, ID
- Central Oregon Coast F&R, OR
- Oberlin FD, OH
- Southside Fire & EMS, GA
- City of Petaluma FD, CA
- Pineville Rural VFD, MO
- Carl Junction FPD, MO
- Ferry Okanogan FPD, WA
- West Valley FD, OR
- Franklin Township FD, OH
- Tiff City VFD, MO
- Mokelumne Rural Fire District, CA
- Schell Vista FPD, CA

- Southwest City VFD, MO
- Crocker Rural FPD, MO
- El Dorado County FPD, CA
- Seal Rock Rural FPD, OR
- Eagle Rock-Golden Mano FPD, MO
- River Delta Fire District, CA
- City of Selma FD, CA
- Golden Shores FD, AZ
- City of Manteca FD, CA
- Coolin-Cavanaugh Bay FPD, ID
- Central Jackson County FPD, MO
- White Rock VFD, MO
- Escalon Consolidated FD, CA
- Simms District VFD, TX
- Higgins Area FPD, CA
- Placer Hills Fire District, CA
- East County FPD, MO
- North Fork FPD, ID
- Mormon Lake VFD, AZ
- South Montgomery County FD, TX
- North Cumberland FD, RI
- Verde Valley Fire District, AZ
- Noel FD, MO
- Canby Fire District, OR
- Arbuckle - College City FPD, CA
- Cuba Community FD, MO
- High Country Fire-Rescue, AZ
- Leland Volunteer F&R, NC
- City of Browning FD, MO
- Millersville FPD, MO
- Garden Valley FPD, ID
- Lake George FPD, CO
- Queen Valley Fire District, AZ
- Waterloo Morada FPD, CA
- Avilla VFD, MO
- Willow Creek FPD, CA
- Keyes FPD, CA
- Central Coventry Fire District, RI
- Okanogan County Fire, WA
- Waynesville Rural FPD, MO
- Lanagan VFD, MO
- Gordonville FPD, MO
- Apple Valley FPD, CA
- Cumberland Hill FD, RI
- Four Mile FPD, CO
- Heart of the Pines VFD, TX
- Intermountain F&R, CA
- Pinch VFD, WV
- Forest Lakes Fire District, AZ
- United Steam Fire Company, MD
- Janesville FD, WI
- Stockton FD, CA
- Cornwells Fire Company, PA
- Penn Valley FPD, CA
- South Lake Tahoe FD, CA
- Hematite FPD, MO
- City of East Point FD, GA
- Okanogan County Fire #6, WA
- North Stone NE Barry FPD, MO
- CO River Indian Tribes FD, AZ
- North Tahoe FPD, CA
- California City FD, CA
- San Miguel Consolidated FPD, CA
- Placer County FD, CA
- City of National City FD, CA
- Reagan VFD, TX
- City of Globe FD, AZ
- Quapaw FD, OK
- City of Peru FD, IN
- El Medio FPD, CA
- City of Quincy FD, MA
- Smithfield FD, NC
- Oatman Fire District, AZ
- City of Willows FD, CA
- Valley Falls FD, RI
- Ashland F&R, OR
- Lake Valley FD, CA
- Hamilton City FD, CA
- Lumpkin County Fire/EMS, GA
- Sweetwater County Fire Dist., WY
- Fairview Community VFD, OH
- Inter City FPD, MO
- City of Jackson FD, MO
- North San Juan FPD, CA
- Rodeo-Hercules FD, CA
- Wellton Fire, AZ
- Wheatland VFD, MO
- Eastern Plumas RFPD, CA
- Avra Valley Fire District, AZ
- Albany Fire Department, CA
- West Johnston VFD, NC
- Kanawha FPD, CA
- Union County FD, GA
- Weiser Area Rural Fire District, ID
- Botsford Fire & Rescue, CT
- Moraga-Orinda Fire District, CA

- Four Oaks VFD, NC
- Pine-Strawberry Fire District, AZ
- Huffman VFD, TX
- Pattenburg VFD, NJ
- North Lyon County Fire District, NV
- Tahoe Douglas FPD, NV
- Crown King Fire District, AZ
- Morrisville Fire & Rescue, MO
- Yolo Fire Protection District, CA
- Sandy Hook VF&R, CT
- Pleasant Valley FD, AZ
- Newtown Hook and Ladder, CT
- Clendenin VFD, WV
- Fairview-Caseyville FPD, IL
- French Village FD, IL
- Pine Level FD, NC
- Canyon Fire District, AZ
- Lapaz-North TWP FD, IN
- City of Hartsville FD, SC
- Boone County Rural, IL
- Wittmann Fire District, AZ
- DeSoto Rural FPD, MO
- Big River Fire Prot. Inc., MO
- Halfway Fire and Rescue, MO
- Long Creek VFD, TN
- Micro VFD, NC
- Washington Township VFD, PA
- Concord Fire Department, KY
- Fox River Grove FPD, IL
- Nunda Rural FPD, IL
- Algonquin-Lake FPD, IL
- Huntley FPD, IL
- Williamson Valley Fire District, AZ
- Southport Rescue Squad, NC
- Waukegan Fire Dept., IL
- Harvey Fire Department, IL
- Wood Heights FPD, MO
- Irondale FPD, MO
- Dickinson VFD, TX
- Lanton VFD, MO
- Lyndon FPD, KY
- Palatine Rural FPD, IL
- Channahon FPD, IL
- DeKalb Fire Department, IL
- Kankakee Township FPD, IL
- Lyons FD, IL
- Marengo FPD, IL
- St. Clair FPD, MO
- East Dubuque VFD, IL
- Elevation VFD, NC
- Steelville FPD, MO
- North Cape FPD, MO
- Jefferson FD, GA
- Northeast F&R, TX
- Hudson FPD, CO
- Cleveland VFD, NC
- Taylorsville County FPD, KY
- Bertram VFD, TX
- Buckheart TWP FPD, IL
- Dedham/Lucerne FD, ME
- Wolf Creek FD, MO
- Jasper Farmers FP Assoc., MO
- City of Vale, OR
- Winnabow VFD, NC
- Pinal Rural Fire Rescue, AZ
- Ripley VFD, WV
- Central Lyon County Fire Dist., NV
- Crawford VFD, AL
- Northeast Nelson FD, KY
- Beach Park FD, IL
- Cedar Grove VFD, WV
- Stewartsville FPD, MO
- Centennial Fire District, MN
- City of Taylor, TX
- Seven Hills Fire District, AL
- Shelter Valley VFD, CA
- Kenly VFD, NC
- Dixmoor Fire Department, IL
- London Mills FPD, IL
- Little Rock-Fox FPD, IL
- Smiths Station F&R, AL
- Sugar Grove FPD, IL
- Rangely Rural FPD, CO
- City of Elgin, IL
- River Grove FD, IL
- Bowie County, TX
- Garden Valley FPD, CA
- Cary FPD, IL
- North Shelby Fire District, AL
- Boiling Spring Lakes Fire, NC
- Wadesville Township FD, IN
- Chicago Heights Fire, IL
- Theodosia VFD, MO
- Reidland Farley Fire District, KY
- Harvey-Brewers FD, KY
- Post Mountain VFD, CA

- Harris County ESD #24, TX
- ENO Fire Department, KY
- Downriver Fire Company, CA
- Piney Fire Department, AR
- Frankfort FPD, IL
- Dexter Fire Department, ME
- Glasgow VFD, WV
- Ladonia Fire Department, AL
- Elm Mott Fire/Rescue, TX
- City of Boise, ID
- Channelview Fire Department, TX
- City of Clinton, NC
- Rockland FPD, IL
- Isle of Hope VFD, GA
- Clayton County FD, GA
- Fork VFD, NC
- Pratt Community VFD, WV
- Hallsville Vol. Fire Dept., TX
- East Joliet FPD, IL
- Burlington Community FPD, IL
- Fort Mitchell VFD, AL
- Belle VFD, MO
- Bacliff VFD, TX
- Hawleyville Vol. Fire Co, CT
- Central Calaveras Fire, CA
- Snowflake Fire Department, AZ
- Scott Township FD, IN
- East Troy Area ESD, WI
- Pittsfield Township, MI
- French Camp McKinley Fire, CA
- Willington Fire Dept., CT
- Trinidad Volunteer Fire Dept., TX
- Garden City Fire Department, GA
- Chatham FPD, IL
- Sealy VFD, TX
- Marinwood FD, CA
- Moody VFD, MO
- Roberts Park FPD, IL
- Republic Volunteer Fire Co., PA
- Flossmoor VFD, IL
- Grand Traverse Metro, MI
- Pedernales Fire Department, TX
- City of Murrieta, CA
- Blanco VFD, TX
- Garrettsville Freedom, OH
- Towns County Fire, GA
- Leasburg VFD, MO
- West Alexander VFD, PA
- Eolia Community FPD, MO
- Sarcoxie Fire Department, MO
- Mokena Fire Protection District, IL
- Eastex VFD, TX
- City of Fate, TX
- Sauk Village FD, IL
- Hometown FPD, IL
- Doe Run FPD, MO
- Florence VFD, TX
- Plainfield FPD, IL
- Congress Fire District, AZ
- Wolfe City Fire, TX
- Corinna Fire Department, ME
- Farmington County FPD, CA
- City of Alton, TX
- Durham Fire Department, NC
- Harrods Creek FPD, KY
- Worthington Fire District, KY
- Warren Township Fire, IN
- Angleton VFD, TX
- City of Myrtle Beach, SC
- Village of Maywood, IL
- Lockport Township FPD, IL
- Braidwood FPD, IL
- Troy FPD, IL
- Stark City FD, MO
- Nome VFD, TX
- China VFD, TX
- Blackman's Crossroads FD, NC
- Green River Fire Department, WY
- Mountain Communities FPD, CO
- Bremond VFD, TX
- City of Louisville, KY
- Lebanon Rural FPD, MO
- Westfield Fire Department, TX
- City of Hartford, CT
- Iowa Colony Fire Department, TX
- Pleasant Prairie Fire Rescue, WI
- Calaveras Consolidated FPD, CA
- Teays Valley VFD, WV
- Oswego Fire Protection District, IL
- Kyle Fire Department, TX
- City of Melissa Fire Department, TX
- Morongo Valley Fire, CA
- Kinmundy-Alma FPD, IL
- Altoona Fire Department, PA
- Wheelock VFD, TX
- City of Dorris, CA

- Somonauk Community FPD, IL
- Forest Bend Fire Department, TX
- Coupland VFD, TX
- Douglas City Services District, CA
- Village of Posen Fire, IL
- Calumet Park Fire Department, IL
- Raton Fire and Emergency, NM
- McMahan FPD, KY
- Monee Fire Protection District, IL
- Riverdale Fire Department, IL
- Williamson County ESD #5, TX
- Hecla Volunteer Fire, PA
- Minooka Fire Protection District, IL
- Lompoc Fire Department, CA
- Franklin Fire Department, TX
- Blue Island Fire Department, IL
- Belle Fire Department, WV
- West Side Volunteer Fire, WV
- Caw Caw Fire Department, SC
- Osceola Fire Department, IN
- Bensenville Fire District, IL
- Garden City Fire District, MO
- Sandy Run Fire District, SC
- Rosharon Volunteer Fire, TX
- City of Hartford, CT
- Ypsilanti Fire Department, MI
- Crockett Fire Department, TX
- Midlothian Fire Department, IL
- Saint Hedwig Fire Department, TX
- Grand Traverse Rural Fire Dept., MI
- Somervell County Fire, TX
- Lake Worth Fire Department, TX
- East Bank Vol. Fire Dept., WV
- District 2 Fire & Rescue, TX
- City of Whitewright Fire Dept., TX
- Mount Olive Sunderland FD, AL
- Orland Fire Protection District, IL
- Leon Springs VFD, TX
- Erath County Vol. Fire Rescue, TX
- Markham Fire Department, IL
- New Market Fire Department, TN
- Pyramid Lake Paiute Tribe, NV
- Okolona Fire District, KY
- Gardner Fire Protection District, IL
- North Strabane Township FD, PA
- Snook Volunteer Fire, TX
- Fox River Fire Rescue District, IL
- Grosse Tete Fire Department, LA

- Barrington Countryside FPD, IL
- Quartzsite Fire Department, AZ
- Spring Grove Fire District, IL
- Lake Cities Fire Department, TX
- Hawkins Volunteer Fire, TX
- Morrisville Fire/Rescue, NC
- City of Donalsonville, GA
- Pittsburg VFD, MO
- Hyampom Services Dist., CA
- Garland City Fire Department, UT
- Supply Volunteer Fire, NC
- Clay County Fire & Rescue, NC
- Oak Island Fire & Rescue, NC
- Worth County Fire and Rescue, GA
- Beckwourth Fire District, CA
- Krum Fire Department, TX
- Aromas Tri-County FPD, CA
- Hughson Fire District, CA
- Village of Carpentersville, IL
- Ash Fork VF Distict, AZ
- South Monterey County FPD, CA
- Shiro Volunteer Fire, TX
- Hays County ESD No. 3, TX
- Dry Ridge Fire Department, KY
- Union City Fire Department, GA
- Newark Volunteer Fire, TX
- Southport Fire Department, NC
- Jerome Fire Department, AZ
- Camp Taylor FPD, KY
- McKeesport Fire, PA
- Town of Davie, FL
- Commerce Fire Department, OK
- Linden-Peters FPD, CA
- Blue Lake FPD, CA
- Mission-Soledad Rural FPD, CA
- Prairie County Fire Department, MT
- Greater Swan Valley FPD, ID
- Buda Fire Department, TX
- Dixie VFD, TX
- Travis County ESD #1, TX
- Braceville Fire District, IL
- Kempner VFD, TX
- Liberty Eylau VFD, TX
- Calera Fire Department, OK
- Fredericksburg VFD, TX
- Smith County ESD #2, TX
- Storey County FPD, NV
- Bexar County ESD #5, TX

- White Mountain Lake Fire, AZ
- Arivaca Fire District, AZ
- Doyle Fire Protection District, CA
- Civietown Volunteer Fire, NC
- Seligman Fire District, AZ
- Seale VFD, AL
- Aransas Pass Fire Department, TX
- Sunset Harbor & Zion Hill VFD, NC
- Little Elm Fire Dept., TX
- Salton Community Dist., CA
- Richmond Hill Fire Department, GA
- San Miguel CSD Fire, CA
- Marion VFD, TX
- Wright City FPD, MO
- Jamesport Fire & Rescue, MO
- St. Tammany Fire District #1, LA
- Osborn Fire Protection District, MO
- South Elgin FPD, IL
- Collinsville Fire Department, TX
- Doolittle Rural FPD, MO
- Strafford Fire District, MO
- Columbia Township VFD, OH
- Southwest Central Fire Territory, IN
- Bridgeport FPD, CA
- Pleasant Hills Fire Company, PA
- Lincolnshire-Riverwoods FPD, IL
- Elk Grove Rural FPD, IL
- Louisburg Comm. Fire. Assoc., MO
- West Peculiar FPD, MO
- West Dummerston FD, VT
- Clinton Township Div. of Fire, NJ
- Wilmington FPD, IL
- Noonday VFD, TX
- Buckskin Fire District, AZ
- Redlands Fire Department, CA
- Palominas Fire District, AZ
- College Park Fire Dept., GA
- Morris Fire FPD, IL
- Woodstock Fire/Rescue District, IL
- Winona VFD, TX
- Warrenton FPD, MO
- Saint Robert Fire Department, MO
- Littleville VFD, AL
- Penn Township FD, IN
- Detroit Fire Department, MI
- Pelham Fire Department, GA
- Bulverde Spring Branch, TX
- Urbana Rural Fire Department, MO
- Divide FPD, CO
- Campbellsburg Fire & Rescue, KY
- Lindsay Fire & Rescue, TX
- 50-210 Community FD Inc., NC
- Clinton Public Safety, SC
- Sierra Valley Fire District, CA
- Bloomsbury Hose Co. #1, NJ
- Palm Springs Fire Department, CA
- Whispering Pines Fire District, AZ
- Argyle Volunteer Fire District, TX
- Rice Volunteer Fire Department, TX
- Williamson County ESD #3, TX
- Punkin-Evergreen VFD, TX
- Pershing County FD, NV
- Pecan Creek VFD, TX
- Dorchester County Fire, SC
- Preston Emergency Services, TX
- Union VFD, CT
- Grove Fire Department, OK
- Bastrop County ESD #2, TX
- Tightwad Fire District, MO
- Delta FPD, CA
- Cisco Fire Department, TX
- Primrose VFD, TX
- City of Crystal Lake Fire Rescue, IL
- Williamson County ESD #4, TX
- Delta County ESD #1, TX
- Nocona Rural VFD, TX
- Grimes Fire Department, IA
- Johnston Fire Department, IA
- New Florence FPD, MO
- Hughes Springs VFD, TX
- Lowry Crossing VFD, TX
- Buffalo Rural Fire Department, MO
- City of Cleveland FD, TX
- Darien Fire Department, WI
- Locust Volunteer Fire, TX
- City of Leander FD, TX
- Big Spring Fire Department, TX
- Skyland Vol. Fire Dept., NC
- Quapaw Tribe Fire / EMS, OK
- Tri-Lakes Monument FPD, CO
- Antioch Volunteer Fire Dept., GA
- Sheldon Community Vol. F&R, TX
- Tanglewood VFD, TX
- Winterboro Vol. Fire & Rescue, AL
- Tri-Community Fire Dept., AL
- Tombstone VFD, AZ

- Wyandotte Fire Department, OK
- Travis County ESD No. 2, TX
- Alvin Vol. Fire Department, TX
- Lindale Fire Department, TX
- Tarkington VFD, TX
- City of Van Fire Department, TX
- Buffalo VFD, TX
- Coldspring VFD Inc., TX
- Southern Oaks VFD, TX
- Jeffersontown FPD, KY
- Callisburg VFD, TX
- New Lenox FPD, IL
- Richwood Fire Department, WV
- Salem VFD, GA
- Chapel Hill Fire Department, NC
- Baird VFD, TX
- Brazos County, TX
- Point Blank VFD, TX
- East Leon County VFD, TX
- Mount Hope Fire Department, WV
- Lampasas Fire Department, TX
- Medic On-Site Services, IN
- Southfork-Center Fire. Assoc., AR
- Hickory Grove Fire Department, OK
- McMullen Valley Fire District, AZ
- Little River Academy VFD, TX
- City of Cedar Park, TX
- Schulenburg VFD, TX
- Marshall Fire Department, TX
- Hays County ESD #6, TX
- Hubbard VFD, TX
- Cordelia Fire District, CA
- Cass County ESD #2, TX
- New Braunfels FD, TX
- Newport Township FPD, IL
- Montgomery County ESD #7, TX
- Cascade Rural FPD, ID
- City of Alvarado Fire, TX
- Manvel VFD, TX
- Leicester VFD, NC
- Oscoda County EMS, MI
- Center Point Fire District, AL
- Vesta VFD, GA
- Riceville VFD, NC
- Beloit Fire Department, WI
- Southwest Bell County VFD, TX
- Rosalie Vol. Fire Dept., AL
- New London Rural FD, MO

- Salado VFD, TX
- Tri-State FPD, IL
- Franklin Township Fire Dist. #1, IL
- New Gretna Vol. Fire Company, NJ
- Jasper Fire Protection District, MO
- Blackstone VFD, VA
- Fresno Fire Department, TX
- Town of Dover-Foxcroft, ME
- Martindale VFD Co. Inc., TX
- Blair Township FD, MI
- Kingsley Area Ambulance, MI
- Rio Grande City FD, TX
- Buckley Fire/EMS, MI
- Bastrop/Travis County ESD #1, TX
- Comal County ESD #3, TX
- Lawton Fire Department, OK
- Village of Buckley VFD, MI
- Jefferson County Fire # 3, KS
- Blackjack Vol Fire Dept., TX
- Benson Fire Department, NC
- Wharton VFD, TX
- City of Warrior Fire Department, AL
- Mokelumne Hill FPD, CA
- Texas City Fire Department, TX
- Concord Fire District, AL
- Mt. Pleasant Fire Department, TX
- Blair Township Fire Department, MI
- Quail Valley VFD, TX
- Long Lake Township Fire, MI
- Nelsonville Fire Department, OH
- Rhome Fire Rescue, TX
- Center Volunteer Fire, MO
- Grissettown Longwood F&R, NC
- Hillsboro Dept. Pub. Safety, TX
- Paradise VFD, TX
- Hatchechubbee VFD, AL
- Chillicothe Vol. Fire Dept., TX
- Valley View VFD, TX
- Scotland Neck Fire Dept., NC
- Montgomery Fire District, MO
- Elderville-Lakeport VFD, TX
- Parker County ESD #1, TX
- Westmont Fire Department, IL
- Cherokee County EMS, NC
- Orange County ESD #1, TX
- Palmetto Rural Fire Dept., SC
- Peninsula TWSP Emergency, MI
- Lisle-Woodridge Fire District, IL

- Sedan City Fire Department, KS
- Trenton Fire Department, TX
- Deptford Fire Department, NJ
- Central Taney County, MO
- Gladewater Fire Department, TX
- Pagosa Fire Protection District, CO
- Livingston VFD, TX
- Gonzales Fire Department, CA
- Caddo Mills Fire/Rescue, TX
- Jamestown Fire Dept., KY
- Stinnett Fire & Rescue, KY
- Beaver Valley Fire, AZ
- Bismarck Rural Fire. Assoc., MO
- Liverpool VFD, TX
- Sun Valley Fire District, AZ
- San Angelo Fire Department, TX
- Fife Lake Township, MI
- Fairview VFD, NC
- Oak Park Fire Department, IL
- Prescott Fire & EMS, WI
- Milford Fire Department, TX
- Bristol Kendall FPD, IL
- Bellaire Fire Department, TX
- Bangor Community FD, MI
- Bedford Fire & Rescue, KY
- Woodbridge FPD, CA
- Pleasureville VFD, KY
- Atlanta Fire Dept., TX
- Butler VFD, TX
- Jewett VFD, TX
- Dwight Fire Protection District, IL
- Verdunville VFD, WV
- Plum Grove VFD, TX
- City of Alvord, TX
- Dunnigan FPD, CA
- Turner County Fire Rescue, GA
- Green Lake Township, MI
- Fairland Fire Department, OK
- City of Oxford, NC
- Caldwell County ESD #2, TX
- Highlands Fire District, AZ
- Wolfforth Fire Department, TX
- Castle Hills Fire Rescue, TX
- City of Joshua, TX
- Warrenville FPD, IL
- Southern Trinity VFD, CA
- Jarratt Fire & EMS, VA
- Nitrate City VFD, AL
- Goose Creek Rural FD, SC
- Montgomery County ESD #4, TX
- Brenham Fire Dept., TX
- Delhi VFD, LA
- Shepherd VFD, TX
- Cash Fire Department, TX
- Yucca Fire District, AZ
- Beasley VFD, TX
- Hurtsboro VFD, AL
- Dalworthington Gardens FD, TX
- Dekalb-Clinton Ambulance, MO
- Somerdale Fire Department, NJ
- West Harrison VFD, TX
- Snowmass-Wildcat FPD, CO
- Nueces County ESD #3, TX
- Miles City Fire Rescue, MT
- Keene Fire Rescue, TX
- Naperville Fire Department, IL
- Scipio Vol Fire Dept., OH
- Anna Fire Department, TX
- Summit Fire District, AZ
- Sabine VFD, TX
- Bynum VFD, TX
- Claycomo FD, MO
- Judson Metro VFD, TX
- City of Gilmer FD, TX
- Institute VFD, WV
- County of Pecos, TX
- Miami Fire Department, OK
- City of Snyder, TX
- Corinth VFD, KY
- GVW Fire Department, SC
- Bell Township VFD, PA
- Jefferson County FD #10, KS
- Fieldbrook VFD, CA
- Palos Park FPD, IL
- Knoxville FD, IA
- Eden VFD, TX
- Lime Rock FD, RI
- West Finley VFD, PA
- Almira Fire and Rescue, MI
- North Park FPD, IL
- Glen Lyn VFD, VA
- Skull Valley Fire, AZ
- Security Fire Department, CO
- Granger Fire Department, IA
- Haring Fire Department, MI
- Norman VFD, AR



- Westminister VFD, TX
- Marthasville VFD, MO
- Long Lane VFD, MO
- Clarksville / Warren City VFD, TX
- Selma Volunteer Fire Company, VA
- Galmey VFD, MO
- Boles VFD, AR
- Grifton Community Fire, NC
- Brown County VFD, IN
- Grand Saline FD, TX
- City of Georgetown, TX
- South Van Zandt VFD, TX
- Oak Lawn Fire Department, IL
- Reno Township Fire Dept., KS
- Buechel FPD, KY
- San Diego Fire Dept., TX
- Sullivan County VFD, TN
- Palatine Fire Department, IL
- Center Fire Department, SC
- Abbott VFD, TX
- Huachuca City Fire, AZ
- Fort Osage FPD, MO
- Wise County ESD #1, TX
- Willow Park Fire Department, TX
- Claysville VFD, PA
- Manhattan FPD, IL
- Hannibal Rural FPD, MO
- Mount Enterprise VFD, TX
- Westover Fire Department, AL
- Montgomery Countryside FPD, IL
- Liberty Fire Dept., MO
- Valley Center FPD, CA
- Goreville Fire Department, IL
- South Metro Fire District, MO
- Cowskin Rural Fire District, OK
- Grandview Fire Department, MO
- Benzonia Fire Department, MI
- Perrysburg Fire Dept., OH
- Arcata Fire Protection District, CA
- Lebanon Township VFD, NJ
- Merrionette Park Fire Dept., IL
- Lake Egypt FPD, IL
- Douglasville VFD, TX
- Summit Fire Department, IL
- Tifton Fire Department, GA
- Tolland Fire Dept., CT
- White County Fire, GA
- Henlawson VFD, WV
- West Carlisle VFD, TX
- Homer Township, IL
- Harrison Fire Department, OH
- Sandwich Community FPD, IL
- Thompsonville VFD, MI
- Hickory Nut Gorge, NC
- Miller Rural FPD, MO
- Somerset VFD, TX
- Perry Joint Fire District, OH
- Willow Oak FPD, CA
- Ben Bolt Fire Dept., TX
- Miami County EMS, KS
- Buncombe Cnty Rescue Squad, NC
- Richards VFD, TX
- Gause VFD, TX
- Highlands VFD, TX
- Concord Green VFD, OH
- Bastrop Fire Department, TX
- Darien-Woodridge FPD, IL
- Argyle Vol Fire Dept., FL
- Harlan Township Fire, OH
- Highland Twp Fire Dept., OH
- Sni Valley FPD, MO
- Avinger VFD, TX
- Conway VFD, MO
- Ayden Fire and Rescue, NC
- Bolivia Fire Department, NC
- Ridgeville TWP Fire, OH
- Combine VFD, TX
- Whitewater TWP Fire/EMS, OH
- Albany VFD, TX
- Buckhead Fire & Rescue, NC
- Giddings VFD, TX
- Green Lake Township, MI
- Beach City VFD, TX
- Sierra County FPD #1, CA
- Town of Smithfield, RI
- Hazel Crest Fire-Rescue, IL
- Ona VFD, WV
- Mescal-J6 Fire District, AZ
- Mt. Juliet Fire Department, TN
- Lavalette VFD, WV
- Fairdealing-Olive FD, KY
- East Boise County, ID
- Carlisle Township FD, OH
- Milton VFD, WV
- Central Cass County, MO
- Humboldt Fire Authority, CA

- Puerco Valley Fire District, AZ
- New Milford FPD, IL
- Liberty County ESD #7, TX
- Springfield Township VFD, IN
- Logan County VFD, WV
- Santo Fire & EMS, TX
- City of Oxnard, CA
- Kimberly Fire Dept., AL
- Trenton Fire Company, ME
- Chauncey VFD, GA
- Upper Pine River FPD, CO
- Redondo Beach FD, CA
- Contentnea VFD, NC
- Aurora VFD, ME
- Arnoldsville Community VFD, GA
- Columbus Rural Fire #3, MT
- Western Lakes Fire District, WI
- Bethlehem Township, PA
- Pines Fire Department, IN
- Beech Island FD, SC
- Tallahassee FPD, CO
- Shooting Creek Fire, NC
- Blounts Creek VFD, NC
- Green Valley VFD, WV
- Montrose FPD, IL
- Mount Calm VFD, TX
- Syracuse VFD, OH
- Southwest Lee County FP, AL
- Milton Fire Department, WI
- Hazelgreen FPD, MO
- Leon Valley Fire, TX
- Killington Fire and Rescue, VT
- Harrison Twp. Fire & Rescue, OH
- Sarcoxie Rural Fire District, MO
- Southwest Camden County, MO
- Tool VFD (ESD #4), TX
- Fortuna Fire Protection District, CA
- Grand Isle VFD, LA
- Cahokia FPD, IL
- Oscoda County EMS, MI
- New Hope Fire Department, NC
- Salem VFD, AL
- Dew VFD, TX
- Brigham City FD, UT
- Bardwell Area VFD, TX
- Cross Rural FD, SC
- Iberia FPD, MO
- Tri-County FPD, MO
- Tom Bean VFD, TX
- Mart VFD, TX
- Camden-Somers Fire & EMS, OH
- Tyler Fire Dept., TX
- Cumby VFD, TX
- Randolph VFD, TX
- Basalt Fire & Rescue, CO
- Farmville VFD, AL
- Bandera Fire & Rescue, TX
- Upper Pine River FPD, CO
- Wortham VFD, TX
- Lakeview FPD, AL
- Franklin Township & EMS, OH
- Greenwood-Slidell, TX
- Roseland VFD, NC
- Fife Lake Emer Svc Auth, MI
- Teague VFD, TX
- Kearny VFD, AZ
- Village of Pomeroy, OH
- Red Springs Rescue, NC
- Salida FPD, CA
- Desert Hills FPD, AZ
- Stella Rural VFD, MO
- New Freeport VFD, PA
- Kearney Fire & Rescue Dist., MO
- Martinton FPD, IL
- Bucksnot Fire and Rescue, TN
- Guilford Fire Department, ME
- Little Lake FPD, CA
- Matthews Fire & EMS, NC
- Harquahala Valley Fire District, AZ
- Norman Township FD, MI
- Peninsula TWSP Emer. Svcs., MI
- Lonsdale Fire Association, AR
- Raymondville VFD, TX
- Hinton Fire Department, WV
- East Pike FPD, IL
- Decatur Fire Department, TX
- Pinetop Fire Department, AZ
- Sandy Springs VFD, SC
- Pierpont VFD, OH
- Cinnaminson Fire District, NJ
- West Covina Fire Department, CA
- Afton-Eiberon VFD, NC
- Fayette Township FD, OH
- Chicago Ridge Fire Dept., IL
- Itasca VFD, TX
- Granville Rural FD, NC

- Bardstown Fire, KY
- Zion Fire and Rescue, IL
- Woodland Avenue Fire, CA
- Penitas VFD, TX
- Phoenix Ambulance Service, IN
- Leggett Valley FPD, CA
- Mullens Fire Department, WV
- Glenwood Fire Department, IL
- Sardis-Timmonsville FD, SC
- ENO Fire Department, NC
- Slovan VFD, PA
- Crosby VFD, TX
- Zell Volunteer VFD, MO
- Coble Fire Department, TN
- Cedar Bluff VFD, AL
- Norman Township FD, MI
- Evergreen VFD, NC
- Jackson County ESD, TX
- Graafschap Fire Department, MI
- Kemah Fire Department, TX
- Teutopolis FPD, IL
- Bourbonnais FPD, IL
- Chelsea Fire & Rescue, AL
- Oak Grove VF&R, AL
- Farmers Branch FD, TX
- Dale VFD, TX
- Murphy Fire Department, NC
- Flynn VFD, TX
- Jefferson Township VFD, OH
- Monaville VFD, TX
- Portage Fire District, OH
- Southmayd VFD, TX
- Riverside VFD, TX
- Eldridge VFD, MO
- Hooks Fire Department, TX
- Marietta VFD, TX
- New Martinsville FD, WV
- Rices Landing VFD, PA
- Wardell Rural FD, MO
- Caseyville FD, IL
- Dickson County Fire, TN
- Madison Township FD, OH
- Seguin FD, TX
- Lincoln County FPD #1, MO
- Hastings VFD, PA
- City of Omaha Fire, TX
- Twiggs County, GA
- Loami FPD, IL
- Hermitage VFD, MO
- Marshfield FPD, MO
- Swansea FD, IL
- East Contra Costa FPD, CA
- Franklin Park FD, IL
- East Hickman VFD, TN
- Winfield-Foley FPD, MO
- Gurnee FD, IL
- Fork Ridge VFD, WV
- Equality VFD, IL
- Kinsey VFD, MO
- Ridgeland Fire, SC
- Upper Cleveland Res. Sqd, NC
- Crabb's Prairie VFD, TX
- Parker's Mill FD, KY
- Regional EMS, OH
- Athens TWSP VFD, PA
- Clinton Township, MI
- Friendship Fire Company, PA
- Mapaville FPD, MO
- Tri-Cities FPD, MO
- Hickory Tavern VFD, SC
- Clive Fire Department, IA
- Ravenna Township FD, OH
- Alma VFD, TX
- Brenton VFD, WV
- Oden Pencil Bluff VFD, AR
- Afton Fire Department, OK
- Palestine Fire Department, TX
- Clarendon County FD, SC
- Bristolville Township FD, OH
- Larkspur FPD, CO
- City of Des Peres, MO
- Mayer Fire District, AZ
- Converse Fire and EMS, TX
- Manteno Community FPD, IL
- Boggs Run VFD, WV
- Wentzville FPD, MO
- Overisel Township FD, MI
- Ghent FPD, KY
- East Cleveland FD, OH
- North Whiteville VFD, NC
- Jacksboro Fire Dept., TX
- Klondyke-Chadbourn Fire, NC
- Carlisle VFD, TX
- Ellis County ESD #3, TX
- Roberts Ridge VFD, WV
- Pisgah VFD, AL

- Rolling Meadows FD, IL
- Todd Mission VFD, TX
- City of Katy, TX
- Elmore City EMS, OK
- Gilbert VFD, WV
- City of Beverly Hills, CA
- Cahaba Valley Fire District, AL
- Rural Metro Corporation, AZ
- Lake Mohave Ranchos, AZ
- Marrs Township VFD, IN
- Piketon Seal TWP FD, OH
- Mantua Township Fire District, NJ
- Douglass VFD, TX
- Falcon FPD, CO
- Groesbeck Fire-Rescue, TX
- Cameron VFD, WV
- Arcola VFD, IN
- Old Ford VFD, NC
- Butterfield FPD, MO
- Concord Township FD, IN
- Washington Lands VFD, WV
- Baugo Township FD, IN
- Lancaster FD, TX
- Manila Fire Department, UT
- Stem Comm. Fire and EMS, NC
- Caulfield Membership FD, MO
- Tennessee City FD, TN
- Bloomingdale VFD, TN
- Keys FD, OK
- Cookson VFD, OK
- Fort Motte VFD, SC
- City of Freeport FD, IL
- Union City Vol Fire Dept., PA
- Nelson County Fire & Rescue, KY
- North Davis Fire District, UT
- South Branch Township VFD, MI
- Ehrenberg Fire District, AZ
- Sparta VFD, TX
- Harvest VFD, AL
- Village of Hanover Park, IL
- Knoxville Fire, IA
- Fort Deposit Fire/Rescue, AL
- Grovespring Area FPA, MO
- Possum Trot-Sharpe FD, KY
- Altamont FPD, IL
- Pleasant Hill FD, IA
- Escambia County, FL
- Stanley Valley VFD, TN
- New Britain Fire Dept., CT
- Cross Hill VFD, SC
- City of Nassau Bay EMS, TX
- Hudson Fire Department, IA
- Dunnegan Rural Fire, MO
- New Berlin Fire Dept., WI
- Massie Township FD, OH
- Old Washington VFD, OH
- Farina FPD, IL
- Arbalá VFD, TX
- Van Alstyne FD, TX
- Belle FPD, MO
- Seeley Lake Rural Fire, MT
- City of Huntsville FD, TX
- Brookhaven VFD, WV
- New Berlin FD, WI
- Marysville FD, CA
- Cross Timbers Rural FD, MO
- Brooklyn FD, OH
- Purcell FD, OK
- Bloomsdale VFD, MO
- Englewood Rural FD, TN
- Mowbray VFD, TN
- Crescent City Fire & Rescue, CA
- No. Cnty FPD of Monterey Cnty, CA
- Tabor City FD, NC
- Union City VFD, PA
- Red River Parish, LA
- Benton Fire District No. 4, LA
- St. Tammany FPD #12, LA
- St. Tammany FPD #13, LA
- Antrim Community VFD, OH
- Fairfield VFD, TX
- Parma Sandstone FD, MI
- Belle Valley FD, PA
- Waymart VFD, PA
- Hanover VFD, WV
- Odessa Fire & Rescue, MO
- Dumas Fire Dept., TX
- Antrim Community VFD, OH
- Aurora Fire District, OR
- Oldham County, KY
- Etowah Rescue & Rural FD, TN
- Long Valley FPD, CA
- Cherry Grove Township, MI
- Liberty Community VFD, OH
- Valleytown Fire and Rescue, NC
- Palmerdale Fire District, AL

- Whitesboro Fire Dept., TX
- Red Springs Fire, NC
- Maud VFD, TX
- Big Rock FD, IL
- Skiatook Fire and EMS, OK
- Lake Bridgeport VFD, TX
- Hopland FPD, CA
- City of Crescent City, CA
- Lemont FPD, IL
- Pine Ridge Fire Rescue, SC
- Environmental First Response, WA
- Blountsville VFD, AL
- New Ellenton FD, SC
- Reeltown VFD, AL
- Pinewood Fire District, AZ
- Maury County, TN
- Renno Volunteer FD, SC
- Wylie Fire Rescue, TX
- North Bench VFD, ID
- Medina County ESD #1, TX
- Delhi VFD, TX
- Murrells Inlet-Garden, SC
- McCutchanville VFD, IN
- Pleasant Valley FD, AZ
- Moncks Corner FD, SC
- Sandridge VFD, SC
- Youngstown Fire Dept., OH
- Euclid Fire Department, OH
- South Chicago Heights, IL
- Roadside Response, WA
- Brassfield VFD, NC
- Milton-Washington TWSP, IN
- Gasquet FD, CA
- Newton VFD, WV
- Mt. Pleasant Township, PA
- South Robeson Rescue Unit, NC
- Christopher Kohl's FD, AZ
- Streetman VFD, TX
- Acme-Delco-Riegelwood, NC
- Bowling Green FD, MO
- Anmoore VFD, WV
- Byesville VFD, OH
- Monroe Fireman's Assoc., OH
- Monterey County Regional, CA
- Morris VFD, AL
- Whitesville Rural VFD, SC
- Elm Grove FD, OH
- East Sullivan County, TN

- Nolensville VFD, TN
- Parrottsville VFD, TN
- Byesville VFD, OH
- Almaville VFD, TN
- Caromi Rural VFD, SC
- Lumberton Rescue & EMS, NC
- Evanston Fire & Life Safety, IL
- De Beque FPD, CO
- O'Fallon Fire Department, IL
- Hartsel FPD, CO
- East Limestone VFD, AL
- Roadside Response (CA), WA
- American Enviro. Response, WA
- Kingsville Fire, OH
- Jenkins FPD, MO
- Pembroke Rescue Squad, NC
- Greensboro FD, NC
- Tahlequah FD, OK
- Bourbon FPD, MO
- Elmo VFD, TX
- Keener Township VFD, IN
- Selma Fire Dept., TX
- Hartford Fire & EMS, IA
- North Shore Fire, WI
- Robbins Fire Dept., IL
- Stanislaus Consolidated FPD, CA
- Cottondale VFD, TX
- Buffalo FPD, IL
- Center FD, TX
- Huntington Township, OH
- Wauconda FPD, IL
- Limestone Township FPD, IL
- Northeast Bossier FD #5, LA
- Ashridge VFD, AL
- Nutter Fort FD, WV
- Johnson City VFD, TX
- Avery Community VFD, TX
- Village of Bradley, IL
- Hutchins Fire Rescue, TX
- Vandiver Fire and EMS District, AL
- Trafford Fire Co. No.1, PA
- Bouse Volunteer Fire District, AZ
- Alsip Fire Dept., IL
- Hookstown VFD, PA
- SteamBoat Springs FD, CO
- Beecher FPD, IL
- Pleasanton Fire, TX
- Country Club Hills Fire, IL

- Saint Charles Fire Dept., MO
- Burbank-Paradise Fire District, CA
- East Wise Fire Rescue Inc., TX
- Jefferson Township, PA
- Pembroke VFD, KY
- Palos Heights FPD, IL
- McMahan VFD, TX
- Elmore VFD, AL
- Village of Richton Park, IL
- La Feria Fire and Rescue, TX
- Meeksville VFD, AL
- City of El Cajon, CA
- Purdy FPD, MO
- Oglethorpe Cnty Fire Rescue, GA
- City of Morgan Hill (CAL FIRE), CA
- Cowden FPD, IL
- Grant Park FPD, IL
- Rowland Rescue Squad, NC
- Burton VFD, TX
- Central Bell Cnty Fire & Rescue, TX
- Orofino Fire Department, ID
- Carroll County Rescue, TN
- Leming VFD, TX
- Riceville VFD, TN
- Wall VFD, TX
- St. Joseph VFD, WV
- Etowah Municipal FD, TN
- Grand Bay Fire Rescue, AL
- City of Frankfort, MI
- Forrest City Fire Dept., AR
- Piney Chapel FD, AL
- Rosinton Fire Rescue, AL
- Monroe County Emergency, GA
- Cosby VFD, TN
- City of Ironton, OH
- Holtville/Slapout Fire, AL
- Williamson County Rescue, TN
- Adams TWSP Vol Fire Co #2, PA
- Northwest Homer FPD, IL
- Hawkins County Rescue Squad, TN
- Toms River Commissioners, NJ
- Quaker City VFD, OH
- Saylor Township FD, IA
- Anmoore VFD, WV
- Joliet Fire Department, IL
- Kennett Fire Dept., MO
- Northwest Harris VFD, GA
- Durbin Creek Fire/Rescue, SC
- Nevada VFD, TX
- South Point VFD, OH
- Burlington FD, NC
- Peotone FPD, IL
- C&B Fire Dept., SC
- New Brockton VFD, AL
- Menlo Fire Dept., GA
- Skokie Fire Department, IL
- Hickman County, TN
- Stony Creek VFD, VA
- Gorham-Fayette Fire, OH
- Jefferson Twp. FD, IN
- Milano VFD, TX
- Iowa County Rescue, IA
- Stringtown Fire, OK
- Calumet City FD, IL
- Laurel County FD, KY
- Bartlett FPD, IL
- Jonesburg-High Hill FPD, MO
- Lauren's County Fire Service, SC
- Village of Lansing, IL
- Martinsville FPD, IL
- Westwood Fire District, KY
- Redwood Coast FPD, CA
- Santee Fire Department, CA
- Marine VFD, IL
- Elba Fire Department, AL
- Alturas Rural FPD, CA
- Meadow VFD, NC
- Woodall VFD, OK
- Ridgewood VFD, TN
- Whitsett, TX
- Battleboro Rural FD, NC
- Prairie Hill VFD, TX
- District 2 Joint VFD, OH
- Highland Fire & Rescue Dept., AL
- Waccamaw VFD, NC
- Urbandale Fire, IA
- Bonner Springs, KS
- Hugo VFD and Rescue, NC
- Meigs County Ambulance, TN
- Redwood Valley-Calpella FD, CA
- Illinois River Fire, OK
- Wilderness Ranch FPD, ID
- Paisano VFD, TX
- Wharncliffe Fire Dept., WV
- Weston VFD, TX
- Forest Hill FD, TX

- Lee's Summit FD, MO
- Ventura City Fire, CA
- Owens VFD, AL
- Benzie County EMS, MI
- Lake Jericho Fire, KY
- Peoria VFD, OK
- Ladonia VFD, TX
- Bold Spring FD, GA
- Hebron Alden-Greenwood FPD, IL
- New Harmony Special Svc Dist., UT
- Ranger VFD, NC
- Coosada VFD, AL
- Niota VFD, TN
- Monroe County Fire Rescue, FL
- Mesick Ambulance Service, MI
- Richmond Township FPD, IL
- Watonga EMS, OK
- Jackson Township VFD, OH
- Okeene 522 EMS, OK
- Fire Team Four VFD, AZ
- Jackson Fire District No 2, NJ
- Eadytown Rural VFD, SC
- Corrigan VFD, TX
- Scioto Township FD, OH
- Highland VFD, TN
- Turlock Rural FD, CA
- East Howellsville FD, NC
- Roanoke Rapids FD, NC
- Truckee Meadows FPD, NV
- Three Rivers VFD, TX
- Lindsay EMS, OK
- Gasper Township Fire & EMS, OH
- Columbus FD, KS
- Tichigan VFD, WI
- Asheville Fire and Rescue, NC
- Clements VFD, AL
- Mesick Rescue Squad, MI
- City of Kankakee Fire Dept., IL
- North Bannock Fire, ID
- Metropolis Fire Dept., IL
- Allentown VFD, GA
- Kevil Fire Department, KY
- Asbury FPD, MO
- New Carlisle VFD, IN
- Gasper TWSP Fire, OH
- Tallassee Fire Dept., AL
- Swinney Switch VFD, TX
- West Deptford FD, NJ
- Ardmore FD, TN
- Williamstown FD, VT
- Anderson Fire, CA
- Jackson 105 FD, CO
- Gray Court FD, SC
- West Hanover TWSP, PA
- Liberty Area FPA, OK
- Cornplanter VFD, PA
- West Stanislaus FPD, CA
- St. Tammany FPD No. 9, LA
- Mundelein FD, IL
- Marion County Township, IN
- Albemarle County, VA
- Theodore/Dawes VFD, AL
- Mount Ephraim Fire, NJ
- Mereta VFD, TX
- North Palos FPD, IL
- Village of Thornton, IL
- Lancaster FD, PA
- Graham VFD, KY
- Chase City VFD, VA
- Eilerslie VFD, GA
- Silver Bluff VFD, SC
- Pine Level FD, NC
- Lindsay Fire Department, OK
- Sanoca Rural Fire District, NC
- Sugarloaf Fire Company, PA
- Margate Fire Rescue, FL
- Carmichaels & Cumberland, PA
- Aurora Rural FPD, MO
- Menlo Park FPD, CA
- Spring Creek VFD, GA
- Liberty Fire Dept., TX
- Sheffield TWSP Fire & Rescue, OH
- Carlisle Fire Department, IA
- Geronimo VFD, TX
- Steger Estates FPD, IL
- Josephine VFD, TX
- Yeadon Fire Company, PA
- Pilot Rock Fire District, OR
- South Coast VFD, CA
- Alfalfa FD, OR
- Pettis County, MO
- Modesto FD, CA
- Stillwaters VFD and Rescue, AL
- Ozora Community FPA, MO
- Brookport FD, IL
- Sutter County FD, CA

- City of Rensselaer, IN
- Mount Gilead FD, OH
- Cluster Springs VFD, VA
- Chinquapin VFD, NC
- Corbin Fire Dept., KY
- West Hazleton Fire, PA
- Stratford Fire Company, NJ
- East Troy Area ESD, WI
- Flint Township FD, MI
- Cokeburg VFD, PA
- Baldwin County Fire Rescue, GA
- Joplin VFD, AR
- Brownstown VFD, IL
- Metamora Amboy VFD, OH
- Massac FPD, IL
- Beach Lake Fire Co., PA
- City of Slocomb, AL
- Upper Pine River FPD, CO
- Sullivan City VFD, TX
- Fayetteville VFD, PA
- Norwalk Fire Department, IA
- Lyons Twp Fire, WI
- South King Fire, WA
- Bismarck Fire, AR
- City of Nashville, TN
- Pleasantville Emerg. Svcs, IA
- Watseka Fire, IL
- Narrows Fire Dept., VA
- Bixby Fire Dept., OK
- Monrovia Fire Rescue, AL
- Northern Warren FD, IA
- Bobo VFD, AL
- Lowrey VFD, OK
- Wheaton Fire, MO
- Lincoln Fire District, RI
- Calloway County Fire, KY
- Bishop Fire Dept., CA
- West Manchester FD, OH
- Roscoe VFD, TX
- Payson FD, AZ
- Habersham County, GA
- Pilot Rock Fire District, OR
- City of Guthrie, OK
- Cimarron Hills FD, CO
- Southeast Bullitt FD, KY
- Rio Fire Department, WI
- Polk Jackson Perry Fire Dist., OH
- White Oak Fire Rescue, AL
- Blandville Rural VFD, KY
- Dandridge VFD, TN
- Ware Shoals VFD, SC
- Coalton VFD, WV
- Northeast Burnet County Fire, TX
- Denison Fire Department, TX
- Dowagiac Fire Department, MI
- Williamson County ESD #7, TX
- Sherwood Shores VFD, TX
- Custer Park FPD, IL
- Tunas VFD, MO
- Nichols Fire District, CT
- St. Stephen Fire Dept., SC
- Wynne Fire Dept., AR
- Caddo Parish Fire District #8, LA
- Fort Bend County ESD #7, TX
- Florala VFD, AL
- N.B.C. FPD, MO
- Brownwood FD, TX
- Wayne Township, MI
- Williamson County Fire District, IL
- Parkertown Fire Company, NJ
- Eclectic FD, AL
- Grantville Volunteer Fire Co., PA
- Coldsprings-Excelsior Fire, MI
- Cassville FPD, MO
- Rocky Ridge Fire District, AL
- Kelseyville FPD, CA
- Boardman TWSP Fire & Rescue, MI
- Comm. Fire Co. of Virginville, PA
- Colbert Heights VFD, AL
- Kingsburg Fire Dept. CA
- Mountaintop Hose Co., PA
- Cherokee Nation EMS, OK
- Scott County Rural Fire Dist., MO
- City of Cornelia, GA
- Seneca FP & Ambulance District, IL
- Matewan VFD, WV
- Lore City VFD, OH
- Lake County FPD, CA
- Huckabay VFD, TX
- Bethany FP & Ambulance, IL
- Tacna VFD, AZ
- Timber Cove FPD, CA
- Baker Hill Fire Rescue, AL
- Osolo Township VFD, IN
- Hempfield Township, PA
- Runnemedede FD, NJ



- NW Rogers County FPD, OK
- Flushing FD, MI
- Lynnville VFD, IN
- Town of Selma FD, NC
- Winslow Township FD, NJ
- East Marshall Fire District, KY
- Haletown VFD, TN
- Freistatt FPD, MO
- St. David Fire District, AZ
- La Verne Fire Department, CA
- Glenwood VFD, AR
- Adamsville VFD, TX
- Campbellsville FD, KY
- Piercy FPD, CA
- Hartford FD, IL
- Greeley VFD, PA
- Monkey Island FPD, OK
- Central Campbell County, KY
- Baisden VFD, WV
- Albion-Little River FPD, CA
- Parker Fire District, AZ
- Curley Creek VFD, ID
- Mission VFD, SD
- Chesapeake Union VFD, OH
- Seneca City FD, MO
- Hinckley Community FPD, IL
- Union Valley FD, TX
- Turtle Creek VFD, AR
- Wingo VFD, KY
- Belton Fire Dept., TX
- Terrell VFD, TX
- Hartford Fire Rescue, AL
- Concordia FPD, MO
- Sandy Branch VFD, SC
- Hodges-Cokesbury VFD, SC
- St. Tammany FPD #11, LA
- Matteson FD, IL
- Tioga VFD, TX
- Sunnyside FD, WA
- Williams FD, AZ
- Westminster Fire, MD
- Claymont Fire Company, DE
- City of La Mesa, CA
- Buffalo VFD, KY
- Fennville Area FD, MI
- Liberty Township FD, OH
- Reese Fire Rescue, MI
- New Buffalo Fire Co., PA
- Wickliffe Rural FD, KY
- Oak Grove VFD, KY
- Edgewood VFD, PA
- Somerset VFD, PA
- Northwest Fire & Ambulance, OH
- Belington VFD, WV
- Esmeralda County, NV
- Lincoln FPD, IL
- Robinson VFD, TX
- City of Weatherford, OK
- Smithburg VFD, WV
- Elkmont VFD, AL
- Berryhill FPD, OK
- Logan Township FD, NJ
- Sagle Fire District, ID
- Scottsburg FD, IN
- King County Fire Dist. #2, WA
- Caney VFD, OK
- Aquilla VFD, TX
- Marshfield FD, WI
- Mary Ann Township, OH
- Campbell Fire Department, OH
- Seelyville VFD, PA
- Northeast Dane County, WI
- Baltimore County Govt., MD
- Bush Fire Services, KY
- Ingham Township Fire, MI
- Bronston FD, KY
- Collegeville Rural FD, CA
- Pasadena Fire Department, CA
- Proctorville VF & Rescue, OH
- West Knox Vol. Fire Rescue, KY
- Thunderbolt FD, GA
- Kane VFD, PA
- Jefferson Township FD, OH
- Waverly Hall FD, GA
- Coal City VFD, WV
- Welling Tri-Community FD, OK
- Mitchell County Fire Rescue, GA
- Barlow City VFD, KY
- Central Berkeley Fire, SC
- Glendale FD, OH
- Atwater City FD CAL-Fire, CA
- NW Wexford Emer. Authority, MI
- Albany County Fire District 1, WY
- Wileyville VFD, WV
- Weingarten VFD, MO
- Arrington VFD, TN

- Potosi FPD, MO
- Bellmawr FD, NJ
- North Callaway FPD, MO
- Fogertown Fire & Rescue, KY
- Sapulpa FD, OK
- South Boundary FPD, ID
- Jackson Fire District #3, NJ
- Atkinson County FD, GA
- Montebello FD, CA
- Dodgingtown VFD, CT
- Victoria Fire & Rescue, VA
- Sedgwick FD, AR
- Marlow FD, OK
- Lynwood FD, IL
- Aurora FD, MO
- Newport Fire/EMS, KY
- Thornton Rural FPD, CA
- Willoughby Hills FD, OH
- West Blount Fire, AL
- Peoria Fire Department, IL
- West Allis Fire Dept., WI

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Anna M. ALFONSO, et al.

v.

DIAMONDHEAD FIRE PROTECTION  
DISTRICT, Jack Cleveland, Edward  
Dabler, Patrick Destefano, Eloise Kinja,  
Pat Kinsella, Russell Love, Charles  
Reddien, Paul Snemyr, and Dick Weber.

No. 2012-CA-00217-SCT.

Supreme Court of Mississippi.

Aug. 1, 2013.

Rehearing Denied Oct. 10, 2013.

David Neil McCarty, Oliver E. Diaz, Jr., Jackson,  
William M. Kulick, Ocean Springs, attorneys for  
appellant.

Michael B. Dickinson, Edward C. Taylor,  
Gulfport, attorneys for appellees.

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BANC.

WALLER, Chief Justice, for the Court:

¶ 1. A group of property owners filed suit against the Diamondhead Fire Protection District (DFPD) board of commissioners and several current and former DFPD officers, seeking declaratory judgment that a fee charged for fire-protection services is an impermissible tax. Finding the DFPD had authority to charge fees for services rendered, the trial court entered a judgment in favor of the DFPD. The property owners appeal, raising two issues: (1) whether the monthly fee is an illegal tax, and (2) whether the power to tax should be construed narrowly. We find that the trial court correctly decided that the DFPD provides a service to the community, and therefore, the challenged fees for such services are lawful. Therefore, we affirm the trial court's judgment.

#### FACTS AND PROCEDURAL HISTORY

¶ 2. In 1974, the Hancock County Board of Supervisors adopted a resolution creating

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the DFPD. When it initially was formed, the DFPD was funded through ad valorem taxes and contributions from the Diamondhead Property Owners Association (POA). However, in 1993, the POA stopped contributing to the DFPD. Since 1993, the DFPD has charged local property owners a monthly fee for fire-protection services. From 1993 to 2002, the monthly charge for individuals was \$15; however, in 2002, the price increased to \$20 per month.

¶ 3. Since 1974, the DFPD has grown tremendously. The DFPD now has two fire departments and fifteen full-time employees. At all times, the DFPD has four experienced firefighters on duty, including a captain and lieutenant. Half of the staff members are nationally registered emergency medical technicians. With full-time employees, the DFPD is responsible for payroll taxes, workers' compensation, supplies, equipment, repairing and maintaining equipment, providing uniforms, training, oil and gas costs, administrative costs, and so on. According to Fire Chief Jerry Dubuisson, the DFPD responds to more than 700 calls for emergency assistance a year. The DFPD also conducts post-fire investigations, commercial fire and life safety inspections, pre-incident plans, fire-hydrant inspections, and public fire-and-life safety education training.

¶ 4. On March 3, 2009, several property owners sued the DFPD and several current and former members of the DFPD board of commissioners (collectively referred to as the DFPD). While conceding the DFPD could charge fees for services rendered, the property owners argued that they were not receiving a service from the DFPD and, thus, the fee was an impermissible tax. The property owners alleged claims of negligence and extortion against the DFPD. The property owners also filed a motion for declaratory judgment, requesting the trial court to determine the meaning of "services rendered"

under Mississippi Code Section 19-5-177(e) and declare whether the DFPD should be enjoined from collecting its fire-protection fee. The DFPD filed a response, urging that it had authority to charge the fee for services rendered. The DFPD also filed three affidavits to support its position from Fire Chief Jerry Dubuisson, Ty Windham of the Mississippi State Rating Bureau, and State Farm Agent Teri Eaton.

¶ 5. Dubuisson stated that, without the fees, the DFPD would have to decrease staffing to two, full-time firefighters per shift and decrease salaries; it could not operate twenty-four hours a day; and it possibly would close one of the fire stations. Regardless of funding, Dubuisson opined that the DFPD would still respond to more than 700 emergency calls per year. Dubuisson stated that a reduced staff would result in response delay times, and reduced pay would result in a less experienced staff. Windham, superintendent of public protection with the Mississippi Rating Bureau, stated that the DFPD's current fire rating is Class Six. If the DFPD reduced its staff, Windham stated the rating would fall to Class Ten, the lowest rating available. Eaton, a State Farm insurance agent, stated "[i]n the event the Diamondhead community [']s fire rating were to decrease from a six to a ten, the homeowner insurance premium on a \$245,000 residence in the Diamondhead community would increase by approximately \$4,409 per year."

¶ 6. The trial court determined that the DFPD had authority to assess fees for "services rendered" and did not find any restrictive language regarding the term. The trial court stated "a fire department provides services in a variety of ways other than simply putting out a fire or filling a fire extinguisher, services for which plaintiffs

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maintain property owners could be charged." Accordingly, the trial court determined the DFPD's charge for fire-protection services was a fee, not a tax, and thus permissible.

¶ 7. The property owners filed a motion to reconsider, which the trial court denied. Aggrieved, the property owners filed an appeal with this Court.

## DISCUSSION

¶ 8. "This Court employs a *de novo* standard of review when reviewing questions of law, including motions for declaratory judgment." *Tunica County v. Hampton Co. Nat'l Sur., LLC*, 27 So.3d 1128, 1131 (Miss.2009).

¶ 9. The issue before this Court is whether the DFPD's fee for fire-protection services is based on services rendered or whether the charge amounts to an illegal tax.<sup>1</sup>

¶ 10. Mississippi Code Section 19-5-151 provides for the incorporation of water, sewer, garbage and waste collection and disposal, and fire protection districts in unincorporated areas of the state. The Legislature has given such districts explicit authority to assess fees for services rendered as a funding mechanism. *See* Miss. Code Ann. § 19-5-177(1)(e) (Rev.2012). However, the meaning of "services rendered" is an issue of first impression.

¶ 11. The property owners argue that they receive a service from the fire department only if the department responds to an emergency call and that the assessed fees are really for "anticipatory services." However, the DFPD asserts that many day-to-day actions are required for it to have the ability to put out fires. To conduct its fire-protection service, the DFPD is required to maintain and repair equipment; to have certified and experienced firefighters available on a daily basis; to provide nationally registered emergency medical technicians; to maintain pre-incident plans, to inspect fire hydrants, and to conduct public fire-and-life safety education training to and for the Diamondhead community. The property owners also have received the benefit of a better fire rating from the Mississippi Ratings Bureau, which resulted in significantly lower homeowner/fire insurance premiums. Finally, better fire

protection enhances property values and makes the community more attractive to prospective home buyers/residents.

¶ 12. Words contained in statutes are to be interpreted “according to their common and ordinary acceptance and meaning.” Miss.Code Ann. § 1–3–65 (Rev.2005). Black's Law Dictionary defines “service” as “the act of doing something useful for a person or company for a fee; a person or company whose business is to do useful things for others; an intangible commodity in the form of human effort, such as labor, skill or advice; [or as a verb] to provide service for....” *Black's Law Dictionary* 638 (2d pocket ed.2001). Webster's Third New International Dictionary defines service as “... the performance of work commanded or paid for by another ...: an act done for the benefit or at the command of another ...: action or use that furthers some end or purpose: conduct or performance that assists or benefits someone or something ...: useful labor that does not produce a tangible commodity ...,” or (as a verb) “to perform services for: meet the needs of ...: to provide information or other assistance to....” *Webster's Third New Int'l Dictionary* 2075 (2002).

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¶ 13. Courts in other jurisdictions have held that similar service fees are permissible. The Supreme Court of Washington held that “benefit charges” levied by fire protection districts were not taxes or assessments, but rather fees for benefits received. *King County Fire Prot. Dist. v. Housing Auth. of King County*, 123 Wash.2d 819, 872 P.2d 516, 524 (1994). In *King County*, the fees at issue were “reasonably proportioned to the measurable benefits to property resulting from the services afforded by the district” and were assessed “based on *fire insurance rates*, distance to fire equipment, the level of services provided to the property, or the need of the property for specialized services,” and, therefore, were distinguishable from property taxes. *Id.* at 523 (emphasis added). The Court of Appeals of Wisconsin has rejected the assertion that a fee is appropriate only where a service actually is used

to fight a fire—or that to be a fee, a charge must be assessed for commodities actually consumed. *City of River Falls v. St. Bridget's Catholic Church of River Falls*, 182 Wis.2d 436, 513 N.W.2d 673, 675–76 (Wis.Ct.App.1994). That court held that “the substance, and not the form, of the imposition is the test” of a charge's “true character.” *Id.* (citing *Milwaukee v. Milwaukee & Suburban Transp. Corp.*, 6 Wis.2d 299, 94 N.W.2d 584, 588 (1959)). The court found that the primary purpose of the charge at issue was to cover the expense of making water available, storing the water and ensuring that water would be delivered as needed to fight fires at utility customers' properties. *Id.* at 676. Therefore, the substance of the charge was consistent with a fee, not a tax. *Id.*

## CONCLUSION

¶ 14. We find that the DFPD provides a valuable service by having fire and other emergency services available to respond to an emergency. Therefore, the fee assessed is permissible. The trial court's judgment is affirmed.

¶ 15. **AFFIRMED.**

**RANDOLPH, P.J., LAMAR AND PIERCE, J.J., CONCUR. KING, J., DISSENTS WITH SEPARATE WRITTEN OPINION JOINED BY KITCHENS AND CHANDLER, J.J. DICKINSON, P.J., AND COLEMAN, J., NOT PARTICIPATING.**

**KING, Justice, dissenting:**

¶ 16. I would find that Diamondhead Fire Protection District's (DFPD) fee is an illegal tax. Accordingly, I would reverse and render the trial court's judgment.

¶ 17. The Legislature has authorized the ad valorem tax as the primary funding source for fire-protection districts. Miss.Code Ann. § 19–5–189(2) (Rev.2012). As a secondary funding source, it has authorized fire-protection districts to charge and collect fees for the services which

they render. Miss.Code Ann. § 19-5-177(1)(e) (Rev.2012).

## A. Funding Mechanisms

### 1. Tax

¶ 18. The property owners argue that only the Legislature has the power to tax; a fire district has no such power. The property owners maintain that the Legislature has given municipalities limited authority to assess fees for services rendered.

¶ 19. The power to tax rests with the Legislature. See *City of Jackson v. Pittman*, 484 So.2d 998, 999 (Miss.1986). Through that power, the Legislature may confer upon political subdivisions the authority to levy taxes. *Id.*; see Miss.Code Ann. § 21-33-45 (Rev.2007) (giving municipalities authority to levy ad valorem taxes).

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But Mississippi Constitution Article 4, Section 80 provides that:

Provision shall be made by general laws to prevent the abuse by cities, towns, and other municipal corporations of their powers of assessment, taxation, borrowing money, and contracting debts.

Miss. Const. art. 4, § 80. "Thus a municipality has no power concerning taxation beyond that authorized by the Legislature and entailed thereby." *Pittman*, 484 So.2d at 999.

¶ 20. Mississippi Code Section 19-5-189 gives a county board of supervisors authority to levy a special tax for fire-protection services.<sup>2</sup> Miss.Code Ann. § 19-5-189 (Rev.2012). The tax collected "shall be paid over to the board of commissioners of the district to be used either for the operation, support and maintenance of the fire protection district or for the retirement of any bonds issued by the district for fire protection

purposes, or for both." *Id.* Where needed, the statute also provides a mechanism for the board of supervisors to increase the tax levy. See Miss.Code Ann. § 19-5-189(2)(c) (Rev.2012).

¶ 21. The DFPD currently benefits from the county board of supervisors' authority to level a special tax for fire-protection services. It receives four mills of the ad valorem tax collected by the county.

### 2. Fees

¶ 22. In addition to receiving the ad valorem tax revenue, the fire-protection district can charge a fee for its service. The Legislature has granted counties authority

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to create utility and fire-protection districts. Miss.Code Ann. § 19-5-151(1) (Rev.2012). Those districts have "the power enumerated in the resolution of the board of supervisors" and are "limited to the conducting and operating of ... a fire protection system." Miss.Code Ann. § 19-5-175 (Rev.2012). To accomplish the purpose of creating a fire-protection district, the district:

Shall be vested with all the powers necessary and requisite for the accomplishment of the purpose for which the district is created. No enumeration of powers herein shall be construed to impair or limit any general grant of power herein contained not to limit any such grant... Such districts are empowered to do all acts necessary, proper, or convenient in the exercise of the powers granted under such sections.

*Id.* One power the district has is "to fix, maintain, collect and revise rates and charges for **services rendered** by or through the facilities of such district..." Miss.Code Ann. § 19-5-177(1)(e) (Rev.2012) (emphasis added).

### 3. Bonds

¶ 23. The Legislature also has allowed funding for fire-protection districts through



bonds.<sup>3</sup> “Any such district shall have the power to provide funds for the purpose of constructing, acquiring, reconstructing, improving, bettering or extending the facilities of such district ... by the issuance of revenue bonds.” Miss.Code Ann. § 19–5–181 (Rev.2012). The district’s board of commissioners “may issue bonds of such district by resolution spread upon the minutes of such board.” Miss.Code Ann. § 19–5–183(1) (Rev.2012).

¶ 24. Mississippi law allows revenue for a fire-protection district to be raised through taxes (levied by the county board of supervisors), fees for services rendered (charged by the fire-protection district), and bonds. Likewise, Arizona has concluded that a fire-protection district may raise revenue only through taxes, fees (which can be charged only for a specific service actually rendered), and bonds. *Nw. Fire Dist. v. U.S. Home of Arizona Constr. Co.*, 215 Ariz. 492, 495 (¶ 13), 161 P.3d 535 (Ariz.2007).

## B. Fees for Services Rendered

¶ 25. The property owners and the DFPD agree that fire-protection districts have the authority to charge fees for “services rendered.” Miss.Code Ann. § 19–5–177(e) (Rev.2012). However, the parties disagree on what encompasses “services rendered.” The property owners argue that the statutes should be construed narrowly. I agree. The Court has stated:

[W]here a statute enumerates and specifies the subject or things upon which it is to operate, it is to be construed as excluding from its effect all those not expressly mentioned or under a general clause, those not of like kind or classification as those enumerated....

*Lee v. Alexander*, 607 So.2d 30, 36 (Miss.1992). The property owners claim that the district-wide fire-protection fee charged by the DFPD is for services that were not actually rendered but for “anticipatory services.” The property owners suggest that “services rendered” should be equivalent to using a toll road, stating that:

The archetypal example is a toll road providing access to only those who use the road and are therefore willing to pay for it. Unlike the road everybody uses

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through the middle of town, the whole community does not pay a tax to pave the road—only those who want to use it.

In other words, the property owners argue the DFPD should not charge them unless they receive a specific, direct service from the DFPD—have a fire extinguished, an inspection conducted, and so on.

¶ 26. The DFPD contends that the plain language of neither Section 19–5–175 nor Section 19–5–177 places a specific restriction on a district’s ability to charge a fee. While the DFPD has not responded to an emergency call for every property owner, the DFPD states that it has rendered many other services to the property owners. These services include: (a) responding to more than 700 emergency calls, including fires; (b) maintaining and repairing equipment; (c) responding quickly to emergency calls; (d) providing four, experienced firefighters on duty at all times—including a captain and lieutenant; (e) having nationally registered emergency medical technicians; (f) conducting pre-incident plans, fire-hydrant inspections, and public fire-and-life safety training sessions; and (g) providing Class Six fire-protection services which benefit the Diamondhead community with lower insurance premiums. Thus, the DFPD claims it is entitled to charge a fee for these services.

¶ 27. “Services rendered” is not defined by statute, and no caselaw exists which interprets the phrase. When statutory terms are not defined, the Court applies those terms “according to their common and ordinary acceptance and meaning.” Miss.Code Ann. § 1–3–65 (Rev.2005). Render

means “[t]o transmit or deliver.” *Black’s Law Dictionary* 1410 (9th ed.2009). “Service” has several meanings. “Service,” in its verb form, means “[t]o provide service for; specif[ically]” *Id.* at 1491. As a noun, “service” refers to “[t]he act of doing something useful for a person or company ... for a fee,” and “service” also is defined as “[a]n intangible commodity in the form of human effort, such as labor, skill, or advice.” *Id.*

¶ 28. Several Attorney General (AG) opinions have addressed whether a fire-protection district may charge a fee for its services. AG opinions are not binding on this Court but may be viewed as persuasive authority. *Poppenheimer v. Estate of Coyle*, 98 So.3d 1059, 1066 (¶ 22) (Miss.2012).

¶ 29. In 1990, the Board of Commissioners for the DFPD asked the AG whether it could charge a fee for fire-protection services. *Sylvia Pross*, Op. Att’y Gen., 1990 WL 548177, \*1 (November 29, 1990). The letter read, in part:

Our tax millage revenues are decreasing as more property owners become eligible for the 65 or over exemption instead of increasing as more houses are built. Yet additional burdens for men and equipment are placed on the District for fire-protection service.

State Statute 19–5–177, Additional powers of districts, states in part ‘acting by and through the board of commissioners of such district as its governing authority, shall have the following among other powers:

(e) to fix, maintain, collect and revise rates and charges for services rendered by or through the facilities of such districts’ etc.

We respectfully solicit your opinion of acceptable methods of increasing revenues in accordance with the State Statutes. For example, is it permissible for a fire district to charge for services? <sup>4</sup>

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*Id.* The AG opined that the powers listed in Section 19–5–177(e) allow fire-protection districts “to so fix rates or charges for services rendered.” *Id.*

¶ 30. In 2000, a Benton County supervisor asked the AG the following: “Benton County owns a fire department building and land located in one of its towns. Can this [volunteer] fire department charge dues to its residents who are already paying fire protection millage as part of their land taxes?” *Randy Wilburn*, Op. Att’y Gen., 2000 WL 1207464 (July 14, 2000). In response, the AG cited the home rule statute, which provides:

(1) **The board of supervisors of any county** shall have the power to adopt any orders, resolutions or ordinances with respect to county affairs, property and finances, for which no specific provision has been made by general law and which are not inconsistent with the Mississippi Constitution, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi....

...

(3) This section shall not authorize the board of supervisors of a county to (a) levy taxes other than those authorized by statute or increase the levy of any authorized tax beyond statutorily established limits.

*Id.* (citing Miss.Code Ann. § 19–3–40) (emphasis added). Accordingly, the AG opined that the current millage rate could be increased if it were less than the statutory maximum. *Id.* In addition, the AG stated, “we are of the opinion that charging ‘dues’ for fire protection constitutes a tax that is not authorized by statute and is therefore prohibited.” *Id.*

¶ 31. In 2001, the North Tunica Fire Protection District asked whether it could charge for responding to emergency calls, specifically



automobile accidents. *Andrew Dulaney*, Op. Att'y Gen., 2001 WL 1082630 (August 24, 2001). The AG opined that fire-protection services included emergency response and rescue services. *Id.* Citing Section 19-5-177, the AG opined that the fire-protection district "may set and collect rates and/or charges for the provision of emergency response services, or rescue services." *Id.*

¶ 32. The North Forrest Fire Protection District initially had a voluntary fee and assessed property owners 1 mill for fire-protection services. *Charles Marshall*, Op. Att'y Gen., 2005 WL 3817032 (December 27, 2005). But in 2005, the district adopted and began enforcing a mandatory fee. *Id.* A district supervisor asked the AG whether the mandatory fee was legal. *Id.* Again, citing Section 19-5-177(e) and previous AG opinions, the AG opined that:

It is still the opinion of this office that the fire district may on a case by case basis fix rates and charges for services which have already been rendered. However, this does not authorize the fire district to levy rates and charges in anticipation of rendering services. To do so would amount to the levying of an unlawful tax.

*Id.*

¶ 33. I note the following points from the AG opinions: (1) The AG states that,

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generally, fire-protection districts are supported by millage collected from ad valorem taxes. If the millage assessed is insufficient, the county may increase the millage rate to the statutory maximum; (2) under Section 19-5-177(1)(e), the AG opines that a fire-protection district can charge fees for services rendered; (3) the AG opines the district may not levy and collect a fee "in anticipation of services rendered" because this would amount to an unlawful tax; (4) property owners may pay fire-protection fees voluntarily, but mandatory fire-protection fees charged "in

anticipation of services rendered" amount to an unauthorized tax.

¶ 34. In this case, the DFPD already receives four (4) mills collected from ad valorem taxes. It once received donations from two groups. When those groups no longer donated to the DFPD, the DFPD charged property owners a mandatory, flat fee for fire-protection services to supplement its share of ad valorem taxes.<sup>5</sup> The fee is charged regardless of whether the property owners receive a direct service from the DFPD, for instance, an emergency-call response.<sup>6</sup>

¶ 35. When construed narrowly, the property owners maintain that "[s]ervices rendered" assumes a particular, unique and specific service to a particular and specific person. It cannot be distorted to encompass all services possibly rendered-for this would have the characteristic of a tax."<sup>7</sup>

¶ 36. While it is true that AG opinions are not binding on this Court, in this case, I find the AG opinions to be persuasive. Based on the definitions of "service" and "render," I would find that "services rendered" are those specific services delivered directly to a specific customer. Thus, the fire-protection district can fix various rates for its services (fire response, emergency response, inspections, and so on) and charge a fee to the specific customer who receives those specific services. However, things such as (a) having four experienced firefighters on duty at all times, (b) maintaining and repairing equipment, (c) having nationally registered emergency medical technicians, (d) conducting pre-incident plans, fire-hydrant inspections, and public and life safety training sessions, and (e) providing Class Six fire-protection services are anticipatory services, which are anticipated to be funded through the ad valorem tax levy.

### C. Fee Versus Tax

¶ 37. Though not directly on point, the parties cite cases regarding impact fees to support their positions. The Court previously has explored this issue in

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*Mayor and Board of Aldermen of Ocean Springs v. Homebuilders Association of Mississippi, Inc.*, 932 So.2d 44 (Miss.2006). Most importantly, *Ocean Springs* details the difference between a fee and a tax.

¶ 38. In *Ocean Springs*, the city adopted an impact-fee ordinance that authorized assessment of various impact fees for public improvements and services, which included a fire-facilities-development fee.<sup>8</sup>*Ocean Springs*, 932 So.2d at 47 (¶ 1). The city planned to assess fees against new developments, which would impact the said service, and use the fees to improve and expand the designated services. *Id.* The homebuilders association filed a bill of exceptions, arguing that the impact fees amounted to an illegal tax. *Id.* at 47 (¶ 3). The circuit court agreed and held the impact fees were an unlawful taxing measure. *Id.* at 48 (¶ 4).

¶ 39. The Court noted the power to tax is granted solely to the Legislature, and the Legislature may grant a municipality authority to impose exactions. *Id.* at 52 (¶¶ 21–22). Citing the Mississippi Constitution, the Court cautioned that “provision shall be made by general laws to prevent the abuse of cities, towns, and other municipal computations of their powers of assessment, taxation, borrowing money, and contracting debts.” *Id.* at 52 (¶ 22) (quoting Miss. Const. art 4, § 80). Accordingly, the Court noted that the Legislature had not adopted any impact-fee statutes or other legislation which would authorize a city to establish an impact fee. *Id.* at 51, 53 (¶¶ 17, 27, 31).

¶ 40. Next, the Court explored whether the impact fee was a valid exercise of the city's police power or an invalid tax. *Id.* at 53–58 (¶¶ 32–60). In essence, the Court held that the general levy of taxes is a mandatory payment, it provides revenue to the government, it is exacted for public purposes, and it provides a benefit to the community as a whole. *Id.* at 54 (¶¶ 32–34). On the other hand, the Court determined that a fee is charged by an agency to defray its cost of

operation, and it confers a special benefit/service upon the payer. *Id.* at 54–55 (¶¶ 32–40). The Court found that the impact fees were “a revenue-raising measure” for public services which traditionally were funded by taxes, were not related to expenses, and did not confer a special benefit upon the payer. *Id.* at 55, 60 (¶¶ 40, 44, 71). The Court cautioned:

A municipality could classify any exaction as a “fee” for the provision of services or facilities and evade the Constitutional and Legislative limitations placed upon governing authorities in regard to taxation.

*Id.* at 56 (¶ 44). Thus, the Court held the impact fees constituted a tax. *Id.* at 60 (¶¶ 70–71).

¶ 41. In regard to impact fees, the Court reached the same conclusion in *Sweet Home Water and Sewer Association v. Lexington Estates, Ltd.*, 613 So.2d 864 (Miss.1993). In *Sweet Home*, a public water and sewer utility attempted to charge an apartment-complex owner fees for water services and an impact fee, per unit installed, for any negative effects on its water system. *Sweet Home*, 613 So.2d at 866. Although it had authority to charge fees for services rendered, the Court held that *Sweet Home* could not charge an impact fee based on fear the apartment complex would negatively impact its system. *Id.* at 870.

¶ 42. Twenty dollars seems like a small price to pay for two fully-staffed fire departments, experienced firefighters, state-

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of-the-art equipment, and lower home-insurance premiums. Those who agree probably would pay the fee voluntarily,<sup>9</sup> but the fee cannot be mandatory. I would find that the fire-protection fee possesses the basic characteristics of a tax. The fee is a mandatory charge, and it is imposed on all property owners within the district, regardless of whether or not the property owners

receive a specific, direct service from the DFPD. The fee generates revenue to support the DFPD. Clearly, having a fully staffed and experienced fire department with the best equipment benefits the community as a whole, but that benefit is to be funded by the ad valorem tax. Thus, the DFPD's fee is an impermissible tax.<sup>10</sup>

¶ 43. The majority suggests that the fee is permissible because the property owners receive a benefit from the DFPD's preparation to render services, "a better fire rating," and because "fire protection enhances property values and makes the community more attractive to prospective home buyers/residents." Maj. Op. 11. In support of its position, the majority cites two cases: *King County Fire Protection District v. Housing Authority of King County*, 123 Wash.2d 819, 872 P.2d 516 (1994), and *City of River Falls v. St. Bridget's Catholic Church of River Falls*, 182 Wis.2d 436, 513 N.W.2d 673 (Wis.Ct.App.1994). Maj. Op. 13.

¶ 44. As previously mentioned in footnote five of this opinion, *King County* is inapplicable. In *King County*, the court determined that a housing authority was required to pay a "benefit charge" to the local fire-protection district. Unlike Mississippi, the state of Washington has a benefit-charge statute which specifically allows fire-protection districts to assess a charge based on the benefit property owners receive from their services, not services actually rendered. The statute provides:

The board of fire commissioners of a fire protection district may by resolution, for fire protection district purposes authorized by law, **fix and impose a benefit charge** on personal property and improvements to real property which are located within the fire protection district on the date specified and which have or will receive the benefits provided by the fire protection district, to be paid by the owners of the properties....

Wash. Rev.Code Ann. § 52.18.010 (emphasis added). The benefit-charge statute provides further that "[t]he aggregate amount of such

benefit charges in any one year shall not exceed an amount equal to sixty percent of the operating budget for the year in which the benefit charge is to be collected...." *Id.* The DFPD's collected fees account for seventy-four percent of its budget. Nevertheless, because Mississippi does not have a similar benefit-charge statute, *King County* is inapplicable.

¶ 45. To support its belief that fees can be charged regardless of services rendered, the majority also relies on *River Falls*. Maj. Op. 13. *River Falls* held that the city could charge its water customers, including churches, for *storing and providing water* for fire protection. *River Falls*, 513 N.W.2d at 676. *River Falls* has nothing to do with fire-protection fees. Wisconsin's statute specifically provides that a town may "charge property owners a fee for the cost of fire protection provided to

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their property ... according to a written schedule established by the town board." Wis. Stat. § 60.55(2)(b). The Wisconsin Court of Appeals has addressed whether a town may charge a county fire-protection fees based on (1) a valuation of county properties within the town, or (2) on or a per-call basis. *Town of Janesville v. Rock County*, 153 Wis.2d 538, 451 N.W.2d 436 (Wis.Ct.App.1989). The court determined that "[Section] 60.55(2)(b) allows the town to charge the county for fire protection on a per call basis." *Id.* at 436. In distinguishing fees like the ones imposed in *River Falls* from fire-protection fees, the Wisconsin Court of Appeals held that:

We have approved levying charges on a district basis, even when a property is not specially benefitted by the service. *Grace Episcopal Church v. City of Madison*, 129 Wis.2d 331, 336-37, 385 N.W.2d 200, 203 (Ct.App.1986). Also, we have allowed special charges under sec. 66.60(16)(a) when other property owners pay their share of the costs of the service in a different manner. *Rubin v. City of*

*Wauwatosa*, 116 Wis.2d 305, 316, 342 N.W.2d 451, 456 (Ct.App.1983). However, we distinguish the case before us, not on the basis of the type of service or the payment scheme, but because the statute allows a special charge only for services which are actually performed.

*Town of Janesville*, 451 N.W.2d. at 439 (emphasis added). Accordingly, the court remanded the case “to the trial court for a determination of the amount the county owes the town, based on a reasonable per call calculation.” *Id.* at 440 (emphasis added).

¶ 46. Fire-protection districts were created to provide areas, not located within corporate boundaries, *adequate* fire-protection services. See Miss.Code Ann. § 19-5-151 (Rev.2012). By charging fees to all property owners without rendering a specific service to each, the DFPD was able to accumulate funds, which represents seventy-four percent of its budget, to build a top-class fire department, rivaling municipal-level services. While beneficial and impressive, this simply is not the purpose of Section 19-5-177(1)(e). “A municipality could classify any exaction as a ‘fee’ for the provision of services or facilities and evade the Constitutional and Legislative limitations placed upon governing authorities in regard to taxation.” *Ocean Springs*, 932 So.2d at 56 (¶ 44). The Legislature has provided fire-protection districts with several ways to receive funding to support their growth—by tax revenue received from the county board of supervisors, through the issuance of bonds, and through fees charged for **specific services rendered**. Why would the Legislature specify that fire-protection districts could charge fees for “services rendered” if fire-protection districts could charge fees simply for existing?

### CONCLUSION

¶ 47. Municipalities have limited taxing power, which can be used to fund fire-protection districts. However, fire-protection districts may charge fees only for “services rendered.” “Services

rendered” are those specific services delivered directly to a specific customer. The DFPD’s fee is a mandatory payment charged to all property owners in the district. It is not a result of a specific service provided to the payer, and it benefits the community as a whole. A fire-protection district may not charge a fee in anticipation of rendering a service; this is an impermissible tax. Accordingly, I would reverse and render the trial court’s declaratory judgment.

### KITCHENS AND CHANDLER, JJ., JOIN THIS OPINION.

Notes:

<sup>1</sup> The property owners have presented two issues: (1) Whether the monthly fee is an illegal tax and (2) whether the power to tax must be narrowly construed. Because the issues are related, they will be discussed together.

<sup>2</sup> Section 19-5-189 provides, in part:

(1)(a) **Except as otherwise provided in subsection (2) of this section for levies for fire protection purposes** and subsection (3) of this section for certain districts providing water service, the **board of supervisors of the county** in which any such district exists may, according to the terms of the resolution, levy a special tax, not to exceed four (4) mills annually, on all of the taxable real property in such district, the avails of which shall be paid over to the board of commissioners of the district to be used either for the operation, support and maintenance of the district or for the retirement of any bonds issued by the district, or for both.

...

(2)(a) In respect to fire protection purposes, the board of supervisors of the county in which any such district exists on July 1, 1987, may levy a special tax annually, not to exceed the tax levied



for such purposes for the 1987 fiscal year on all of the taxable real property in such district, the avails of which shall be paid over to the board of commissioners of the district to be used either for the operation, support and maintenance of the fire protection district or for the retirement of any bonds issued by the district for fire protection purposes, or for both. Any such district for which no taxes have been levied for the 1987 fiscal year may be treated as having been created after July 1, 1987, for the purposes of this subsection.

(b) In respect to fire protection purposes, the board of supervisors of the county in which any such district is created after July 1, 1987, may, according to the terms of the resolution of intent to incorporate the district, levy a special tax not to exceed two (2) mills annually on all of the taxable real property in such district, the avails of which shall be paid over to the board of commissioners of the district to be used either for the operation, support and maintenance of the fire protection district or for the retirement of any bonds issued by the district for fire protection purposes, or for both; however, if the district is created pursuant to a mandatory election called by the board of supervisors, in lieu of a petitioned election under Section 19-5-157, the board of supervisors may levy a special tax annually not to exceed an amount to be determined by the board of supervisors and stated in the notice of such election. The mandatory election authorized herein shall be conducted in accordance with paragraph (c) of this subsection. The special tax may be increased if such increase is authorized by the electorate pursuant to an election conducted in accordance with paragraph (c) of this subsection.

Miss.Code Ann. § 19-5-189 (Rev.2012) (emphasis added).

<sup>3</sup> The property owners raised the issue of bonds below but have not focused on that argument in this appeal. The DFPD argues that a bond is not required to charge a fee for fire-protection services.

<sup>4</sup> In its letter to the AG, the DFPD stated clearly its need to increase revenue for fire-protection services because “our tax millage revenues are decreasing as more property owners become eligible for the 65 or over exemption.” *Pross*, 1990 WL 548177, \*1. It is important to note that the Legislature created a special homestead exemption for persons over sixty-five years of age. It is illogical to believe the Legislature created a special homestead exemption for persons over sixty-five years old and then allowed the DFPD to circumvent the Legislature’s intent by taxing all property owners for fire protection under the guise of a fire-protection fee.

<sup>5</sup> The Washington Supreme Court held that a flat, monthly rate for ambulance service imposed on every household and business within the area was neither a valid tax nor a valid fee for services rendered. *Arborwood Idaho, L.L.C. v. City of Kennewick*, 151 Wash.2d 359, 89 P.3d 217 (2004). However, in 1994, the court held that a “benefit charge” upon a housing authority for fire-protection services was a permissible fee, not a tax. *King County Fire Prot. Dist. v. Housing Auth. of King County*, 123 Wash.2d 819, 872 P.2d 516 (1994). Washington has a “benefit charge” statute. *Id.* at 522.

<sup>6</sup> In contrast, the Missouri Court of Appeals affirmed a judgment against a couple for services rendered by a local fire district. *Brandsville Fire Prot. Dist. v. Phillips*, 374 S.W.3d 373 (Mo.Ct.App.2012). The fire district had charged the couple “\$100 for an ‘initial call out’ fee plus \$562.50 for 2.25 hours at \$250 per hour for time spent at the scene” of a single-car accident. *Id.* at 375.

<sup>7</sup> The property owners also note that House Bill 356, which would have revised Section 19-5-177 to allow fire districts to collect fees from property owners, had died in committee. See H.B. 356, Reg. Sess. (Miss.2008).

<sup>8</sup> Other impact-fee ordinances at issue charged fees for the development of municipal facilities, park and recreational facilities, police

facilities, major roadways, and water facilities.  
*Ocean Springs*, 932 So.2d at 48 (¶ 8).

<sup>9.</sup> Nationally, many fire districts have voluntary fire-protection dues and bill nonsubscribers for any fire-protection services they receive.

<sup>10.</sup> In Florida, the district court of appeals found that a fire-line charge, which was imposed on properties exceeding a certain size, was a patently discriminatory tax. *City of Miami Beach v. Jacobs*, 315 So.2d 227 (Fla. Dist. Ct. App. 1975).

**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.

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.



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.

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

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

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.

**8.2. 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.

**8.3. 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.

**8.4. 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 days (5) 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

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

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:

**If to Client to:**

Office of the City Attorney  
Post Office Box 2779  
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

**If 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.

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 serves 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.***

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



**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.

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.

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.

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.***

**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

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 \$554 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.



## **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***

22

OFFICE OF THE CITY ATTORNEY  
3/25/24  
JUM

**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 FOUR HUNDRED AND NINETY-ONE DOLLARS AND SIXTY CENTS.**

**WHEREAS**, the Department of Information Technology recommends that the governing authorities for the city of Jackson authorize the Mayor to procure and renew its license with Metrix Solutions for the Adobe software in an amount not to exceed Forty Thousand Four Hundred and Ninety-One Dollars and Sixty Cents (\$40,491.60) beginning March 27, 2024, through March 26, 2025; and

**WHEREAS**, the Department of Information Technology solicited two quotes for 20 licenses for Adobe Acrobat Pro (renewal), 30 licenses for the Creative Cloud app (renewal), and 20 new licenses for Adobe Acrobat Pro from Metrix Solutions, LLC and AETouch Technologies; and

**WHEREAS**, Metrix Solutions, LLC, with its principal place of business at 190 East Capitol Street, Suite 175, Jackson, MS 39201, submitted the lowest and best quote for Forty Thousand Four Hundred and Ninety-One Dollars and Sixty Cents (\$ 40,491.60); and

**WHEREAS**, the Department of Information Technology represents that the Adobe software includes tools for graphic design, video editing, web design, document management, digital marking, photography, creative collaboration, and print publishing; and

**WHEREAS**, Metrix Solutions, LLC is in good standing to do business in Mississippi.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to procure 20 licenses for Adobe Acrobat Pro (renewal), 30 licenses for the Creative Cloud app (renewal), and 20 new licenses for Adobe Acrobat Pro from Metrix Solutions, LLC in an amount not to exceed Forty Thousand Four Hundred and Ninety-One Dollars and Sixty Cents (\$40,491.60) beginning March 27, 2024, through March 26, 2025.

Agenda Item # 22  
April 23, 2024  
(Reid, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

(REID, LUMUMBA)

DATE 03/18/2024

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO PROCURE ADOBE LICENSE SOFTWARE FROM METRIX SOLUTIONS AND AUTHORIZING PAYMENT IN THE AMOUNT OF FORTY THOUSAND AND FOUR HUNDRED NINTY ONE DOLLAR AND SIXTY CENT</b>								
2.	<b>Purpose</b>	The software uses include tools for graphic design, video editing, web design, document management, digital marketing, photography, creative collaboration, and print publishing.								
3.	<b>Who will be affected</b>	All Departments								
4.	<b>Benefits</b>	This software offers seamless integration, collaborative features, and cloud-based services.								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology								
8.	<b>COST</b>	\$40,491.60								
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6231 = \$40,491.60								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>



**We have prepared a quote for you**

**CoJ - Adobe License Renewal - 2023-12-22**

Quote # 061203  
Version 1

**Prepared for:**

**City of Jackson**

Anthony Carter  
anthonyc@jacksonms.gov

## Adobe Renewal

Item	Description	Price	Qty	Ext. Price
<u>VIP # DA127D4F9E05A795510A</u>				
20 Adobe Acrobat Pro - Renewal				
30 Creative Cloud all apps - Renewal				
20 Adobe Acrobat Pro - New				
65324122BC03A1 2	ADOBE VIP GOVT LICs - 12MO SUB RNWL ACROBAT PRO DC MLIC FOR TEAM ALL MAC WIN L3 50-99 Contract # 21886 Coverage from March 27, 2024 until March 26, 2025	\$259.08	20	\$5,181.60
65304042BC03C1 2	ADOBE VIP GOVT LICs - 12MO SUB RNWL CC FOR TEAMS APPSLICS MPLAT L3 50-99 Contract# 218866 Coverage from March 27, 2024 until March 26, 2025	\$1,004.28	30	\$30,128.40
65324131BC03A1 2	12MO SUB ACROBAT PRO FOR TEAMS MLIC NET ACROBAT PRO L30- 99 Coverage from March 27, 2024 until March 26, 2025	\$259.08	20	\$5,181.60

Subtotal: **\$40,491.60**

## CoJ - Adobe License Renewal - 2023-12-22

**Prepared by:**

**Metrix Solutions**  
Keeley Wilkinson  
601-863-0086  
Fax  
keeleywilkinson@pileum.com

**Prepared for:**

**City of Jackson**  
353 S. Congress Street  
Jackson, MS 39201  
Anthony Carter  
anthonyc@jacksonms.gov  
(601) 960-2387

**Quote Information:**

**Quote #: 061203**  
Version: 1  
Delivery Date: 03/20/2024  
Expiration Date: 03/25/2024

### Quote Summary

Description	Amount
Adobe Renewal	\$40,491.60
<b>Total: \$40,491.60</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Quote

Quote # **495552**  
 Date **3/18/2024**  
 Valid Until **4/17/2024**  
 Quote #  
 Project Name **Adobe Renewal**  
 Prepared By  
 Name **MS Sales Department**  
 Organization **AE Touch Technologies**  
 Address **1005 Clothilde Street**  
 City,St,Zip **Morgan City, LA 70380**  
 Phone **228-243-4028**  
 Fax  
 Email **mssales@aetouch.com**

Customer **City of Jackson**  
 Contact **Dr. Muriel Reid**  
 Customer **City of Jackson**  
 Address **353 S. Congress Street**  
 City,St,Zip **Jackson, MS 39201**  
 Phone  
 Fax  
 Email [mreid@jacksonms.gov](mailto:mreid@jacksonms.gov)

Model Number	Description	quantity	per unit cost	total cost
<b>City of Jackson ADOBE VIP#</b>				
<b>DA127D4F9E05A795510A ( March 27, 2024 until March 26, 2025)</b>				
65324122BC03A12	ADOBE VIP GVT LICs (12 months renewal for acrobat production)	20	\$ 300.00	\$ 6,000.00
65304042BC03C12	ADOBE VIP GVT LICs (12 months renewal cc fro teams appslics L#	30	\$ 1,200.00	\$ 36,000.00
65324131BC03A1	ADOBE 12 months acrobat pro for teams mlc net acrobat pro	20	\$ 300.00	\$ 6,000.00

sub total \$ **48,000.00**  
 tax  
 total \$ **48,000.00**



# Business Services

[Home \(https://www.sos.ms.gov/business-services-regulation\)](https://www.sos.ms.gov/business-services-regulation) | 
 [Business Search \(https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx)  
[Business Filings \(https://corp.sos.ms.gov/corp/portal/c/page/corpcornewfilings/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corpcornewfilings/portal.aspx)  
[Commercial Registered Agents \(https://corp.sos.ms.gov/corp/portal/c/page/corpcorregisteredagent/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corpcorregisteredagent/portal.aspx)  
[User Login \(https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx) | 
 [Filing Fees \(https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf\)](https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)

## Business Search

Metrix Solutions, LLC

Business Name	Business ID	Officer Name	Registered Agent	User Actions
<b>Search Criteria</b> <input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Sounds Like <input type="radio"/> Exact Match				<a href="#">View Filed Documents (#)</a>   <a href="#">Opt-in or Opt-out of Email updates (#)</a>   <a href="#">Print Business Details</a>
Business Name: Metrix solutions				Name History Name: Metrix Solutions, LLC Name Type: Legal

Search Type: Business Name Search Date: 03/25/2024 10:35 Criteria: Metrix solutions	Business Information Business Type: Limited Liability Company Business ID: 850152 Status: Good Standing Effective Date: 01/16/2004 State of Incorporation: Mississippi Principal Office Address: 190 EAST CAPITOL STREET, SUITE 175 JACKSON, MS 39201	Search Sub-Type: Starting With Search Thru Date: 03/25/2024 Result(s) Count: 1
---	---	--

## Business Name Search Results

Business Name (#)	Business ID (#)	Type (#)	Registered Agent	Status (#)	Create Date (#)	Details (#)
Metrix Solutions, LLC	850152	Limited Liability Company (LLC)	Beneke, Jill M. (portal.aspx?searchby=agent&agentName=Beneke, Jill M.)	Good Standing	01/16/2004	1 - 1 of 1 items

### IT'S ALL ABOUT BUSINESS, Y'ALL!

Y'ALL BUSINESS SOS.MS.GOV

**Officers & Directors**

Name: Jill Beneke (portal.aspx?searchby=officer&officerName=Jill%20Beneke)

190 EAST CAPITOL STREET S JACKSON MS 39201

Name: Robertson (portal.aspx?searchby=officer&officerName=Robertson)

1020 Highland Colony Parkway, Suite 1400 Ridgeland, MS 39158



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President



Michael Watson  
SECRETARY OF STATE

[Employment \(https://www.sos.ms.gov/contact-us/employment-opportunities\)](https://www.sos.ms.gov/contact-us/employment-opportunities)

[Online Services Directory \(https://www.sos.ms.gov/online-services-directory\)](https://www.sos.ms.gov/online-services-directory)

[Fees & Forms Directory \(https://www.sos.ms.gov/business-services/fees-forms-directory\)](https://www.sos.ms.gov/business-services/fees-forms-directory)

[82-County Tour \(https://www.sos.ms.gov/82-county-tour\)](https://www.sos.ms.gov/82-county-tour)

[How Do I...? \(https://www.sos.ms.gov/how-do-i\)](https://www.sos.ms.gov/how-do-i)

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[y \(https://www.youtube.com/channel/UCP19PEfgC4lJW2XntV\\_d1g\)](https://www.youtube.com/channel/UCP19PEfgC4lJW2XntV_d1g)

Office of the City Attorney

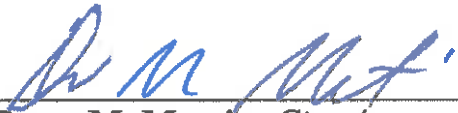
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
D.M. 3/25/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO PROCURE AND RENEW THE ADOBE ACROBAT LICENSES FROM METRIX SOLUTIONS, LLC. AND AUTHORIZING PAYMENT IN THE AMOUNT OF FORTY THOUSAND FOUR HUNDRED NINETY-ONE DOLLAR AND SIXTY CENTS is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew M. Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* Sum.

4/1/24  
Date



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 18, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel J. Reid, Director  
**Subject:** Justification for Adobe License Renewal

Metrix Solutions has provided the attached quote for renewing the Adobe license software for the Department of Information Technology for citywide use. Adobe offers a comprehensive suite of software products and services tailored to various creative and organizational needs. The software uses include tools for graphic design, video editing, web design, document management, digital marketing, photography, creative collaboration, and print publishing.

Adobe offers seamless integration, collaborative features, and cloud-based services, users can work efficiently and creatively across different platforms and projects.

Adobe software is \$40,491.60.

mjr/asc

004.904.00.6231

23

**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).**

OFFICE OF THE CITY ATTORNEY  
3/21/24

**WHEREAS**, the Department of Information Technology recommends to the governing authorities for the city of Jackson to authorize the Mayor to procure PDQ Deploy and Inventory software through Metrix Solutions, LLC, in the amount of \$4,500.00; and

**WHEREAS**, PDQ Deploy and Inventory can automate patching. The patching process, ensuring that systems are up to date with the latest security fixes and updates, and software that can monitor and organize devices within the department, allowing for better management and control over the IT infrastructure; and

**WHEREAS**, PDQ Deploy and Inventory facilitates the deployment of software updates across devices, ensuring that all software is current and optimized for performance. PDQ Deploy can deploy custom scripts, enabling IT administrators to implement specific configurations or perform tasks efficiently. The software allows for the implementation of significant configuration changes across devices, streamlining processes and improving consistency; and

**WHEREAS**, the Department of Information Technology will utilize the PDQ Deploy and Inventory software to support flexible scheduling options, software updates, patches, and new applications to multiple computers at once, schedule updates off-peak hours to minimize disruption to end-users, allow IT staff to track updates status and monitor success rates, maintain accurate records of installed software across the organization (COJ), allowing IT departments to keep non-Microsoft software up to date with security patches and updates for vulnerabilities (Monitor against Hackers'), and facilitating compliance with software update policies; and

**WHEREAS**, the Department of Information Technology recommends that the governing authority for the city of Jackson authorize the Mayor to procure a one-year license for the PDQ Deploy and Inventory software from Mextrix Solutions, LLC to be used from May 11, 2024, to May 10, 2025; and

**WHEREAS**, Metrix Solutions, LLC, with its principal place of business located at 190 East Capitol Street, Suite 175, Jackson, MS 39201, is in good standing with the Secretary of State to do business in Mississippi.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to procure a one-year license with Metrix Solutions, LLC, to assist in the City of Jackson's PDQ Deploy and Inventory at a cost not to exceed \$4,500.00 for one year (1) year from May 11, 2024 to May 10, 2025.

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

Agenda Item # 23  
April 23, 2024  
(Reid, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

(REID, LUMUMBA)  
DATE 3/19/2024

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICE AGREEMENT WITH MERTIX SOLUTIONS FOR PDQ DEPLOY AND INVENTORY</b>								
2.	<b>Purpose</b>	The purpose of this agreement is to procure PDQ Deploy Software.								
3.	<b>Who will be affected</b>	All Departments								
4.	<b>Benefits</b>	The benefits of using PDQ Deploy Software includes automating patching, monitor, and organize devices, update software, deploy custom scripts, and implement significant configurations.								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology								
8.	<b>COST</b>	\$4,500.00								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6231								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 18, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel J. Reid, Director  
**Subject:** Justification for PDQ Deploy Software

Metrix Solution has provided the attached quote for the ongoing use of PDQ Deploy Software within the Department of Information Technology. As we aim to maintain the highest level of productivity and efficiency, PDQ Deploy and Inventory can automate patching, monitor, and organize devices, update software, deploy custom scripts, and implement significant configuration changes.

Metrix Solution quoted the amount of \$4,500.00

mjr/asc

004.904.00.6231





We have prepared a quote for you

**CoJ - PDQ + Inventory Renewal - Expires 5-10-2024 - 2024  
-2-26**

Quote # 062359

Version 1

Prepared for:

**City of Jackson**

Andrew Richard  
arichard@jacksonms.gov

## CoJ - PDQ + Inventory Renewal - Expires 5-10-2024 - 2024-2-26

**Prepared by:**

**Metrix Solutions**  
Keeley Wilkinson  
601-863-0086  
Fax  
keeleywilkinson@pileum.com

**Prepared for:**

**City of Jackson**  
353 S. Congress Street  
Jackson, MS 39201  
Andrew Richard  
arichard@jacksonms.gov  
(601) 960-2387

**Quote Information:**

**Quote #: 062359**  
Version: 1  
Delivery Date: 02/27/2024  
Expiration Date: 03/27/2024

### Quote Summary

Description	Amount
PDQ Renewal	\$4,500.00
<b>Total: \$4,500.00</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Name History

**Name**

Metrix Solutions, LLC

**Name Type**

Legal

## Business Information

**Business Type:**

Limited Liability Company

**Business ID:**

850152

**Status:**

Good Standing

**Effective Date:**

01/16/2004

**State of Incorporation:**

Mississippi

**Principal Office Address:**190 EAST CAPITOL STREET, SUITE 175  
JACKSON, MS 39201

## Registered Agent

**Name**

Beneke, Jill M

190 East Capitol Street Suite 175  
Jackson, MS 39201

## Officers &amp; Directors

**Name**

Jill Beneke

190 EAST CAPITOL STREET  
SUITE 175  
JACKSON, MS 39201**Title**

Member

## Benjamin W Roberson

1020 Highland Colony Parkway,  
Suite 1400  
Ridgeland, MS 39158

## Other

## Jill M Beneke

190 EAST CAPITOL STREET  
SUITE 175  
JACKSON, MS 39201

## President



Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This 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) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Sondra Moncure, Deputy City Attorney 

  
\_\_\_\_\_  
Date

24

**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.**

OFFICE OF THE CITY ATTORNEY  
 3/21/24 11:58 AM

**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
<b>Total</b>	<b>\$164,280.00</b>	<b>\$328,560.00</b>

**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

Agenda Item # 24  
 April 23, 2024  
 (Reid, Lumumba)

**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**, Micro 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.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

2/01/2024

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	Telecommunications desires to enter into an Agreement with Micro Tech Systems Inc. to perform tower maintenance for 30 structures owned by the City of Jackson.			
2.	<b>Purpose</b>	To allow Telecommunications the ability to have maintenance required by the FAA and FCC performed on an as needed basis.			
3.	<b>Who will be affected</b>	Department of Information Technology and the Division of Telecommunications.			
4.	<b>Benefits</b>	Enter into a One (1) year agreement with Micro Tech Systems Inc., to maintain the City of Jackson's tower network and grant permission to renew for Two (2) additional One (1) year extensions.			
5.	<b>Schedule (beginning date)</b>	Upon Execution.			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	CITYWIDE			
	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology - Telecommunications Division.			
8.	<b>COST</b>	There are costs associated with this Order.			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Technology Fund, Structure Maintenance, 004904006462.			
10.	<b>EBO participation</b>	ABE _____ % <u>  X  </u> AABE _____ % <u>  X  </u> WBE _____ % <u>  X  </u> HBE _____ % <u>  X  </u> NABE _____ % <u>  X  </u>	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A N/A N/A N/A N/A	



## 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 <sup>sp</sup> 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**

\_\_\_\_\_

**DATE**

**City of Jackson, Mississippi**

**WITNESS:**

**AS CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATE**



## Exhibit A

### List of Tower Sites

FLOOD PLAIN	SITE #	SITE NAME	ADDRESS	ZIP CODE	TOWER	LATITUDE	LONGITUDE	LIGHTING	HAWKINS MILEAGE HKF	FCC ASR NUMBER	BUILT BY
	SITE 1	SITE 1	3551 Lynch	39209-	SST 495'	32 17' 43.2"	90 14' 46.3"	R/W	2.82 SSV	1209875	City
	SITE 2	RIVERSIDE	2320 Riverside Dr.	39202-	SST 252'	32 19' 22.4"	90 09' 26.8"	R/W	3.36 E	1218587	Century Tel
	SITE 3	FS 3	333 E. Fortification	39202	SST 200'	32 18' 42.2"	90 10' 58.4"	W	2.4ESE	1003854	Power Tel
FP	SITE 4	FS 7	104 W. Northside Dr.	39206	SST 205'	32 21' 22.4"	90 10' 31.3"	R/W	2.81 ENE	1056970	Cingular
	SITE 5	FS 12	2437 McFadden Rd.	39204	MP 150'	32 18' 17.89"	90 14' 11.28"			1218367	Tri Tel
	SITE 6	FS 17	1942 Canton Mart	39211	SST 200'	32 22' 2.28"	90 08 46.75"	R/W		1039821	Power Tel
	SITE 7	FS 19	5802 Ridgewood Rd.	39211	MP 160'	32 23' 6.3"	90 08' 27.7"			1003650	Power Tel
	SITE 8	FS 21	5383 Watkins Dr.	39206	SST 200'	32 22' 50"	90 11' 35"	R/W	3.14 NNE	1030970	Power Tel
	SITE 9	FS 22	1592 Lakeshore Dr.	39212	SST 200'	32 13' 33.3"	90 15' 13.1"			1219365	Tri Tel
	SITE 10	FS 23	2642 Raymond Rd.	39212	SST 185'	32 15' 41"	90 16' 57"			1219355	Tri Tel
	SITE 11	FS 24	1242 Wiggins Rd.	39209	SST 200'	32 18' 52.2"	90 18' 54.2"	R/W		1202320	Cingular
FP	SITE 12	MARTIN & HINES	543 Martin St.	39201	SST 200'	32 17' 35.6"	90 11' 15.6"	W		1008118	Power Tel
3318 k	SITE 13	LAKE HICO	1921 W. Northside Dr.	39213	SST 180'	32 21' 20.93"	90 12' 30.76"	R/W	1.45 NE	1056998	Power Tel
3818 k	SITE 14	MAGNOLIA WEST HILL	179 Magnolia Rd.	39209	SST 200'	32 20' 15"	90 16' 29.4"	R/W		1008117	Power Tel
	SITE 15	FOREST HILL SLANGIST	3145 Forest Hill Rd.	39212	SST 200'	32 14' 51"	90 18' 00"	R/W		1023429	Power Tel
FP	SITE 16	SAVANNAH	3782 I 55 S. Exit 90A	39212	SST 200'	32 14' 20.6"	90 12' 52.2"	W	5.7 S	1008174	Power Tel
	SITE 17	NEW BYRAM	6675 I 55 Frontage	39212	GT 300'	32 9' 30.1"	90 16' 28.1"	W	11 SSW	1039802	Power Tel
	SITE 18	FS 11	3680 Terry Rd.	39212	SST 190'	32 14' 49.3"	90 13' 38.8"			NOT REQ	Century Tel
	SITE 19	FS15	4943 Clinton Blvd.	39209	SST 150'	32 19' 44.9"	90 15' 28.5"		1.85 WSW	*1217270	Century Tel
	SITE 20	EOC	301 North St.	39201	MP 150'	32 18' 05.3"	90 10' 44.1"			1211058	Cingular
FP	SITE 21	COOPER ROAD	731 Cooper Rd.	39212	MP 190'	32 15' 12.7"	90 14' 46.1"			NOT REQ	Cingular
FP	SITE 22	PTC	3000 1/2 St. Charles	39209	MP 180'	32 18' 48.8"	90 13' 49.1"			1211743	Cingular
FP	SITE 23	HOLMES AVENUE	2816 Holmes Ave.	39213	MP 115'	32 19' 40"	90 12' 0.1"			*1216890	L A Unwired
FP	SITE 24	LERIDA COURT	810 Lerida Court	39213	MP 150'	32 20' 2.1"	90 12' 2.3"			1225832	Century Tel
FP	SITE 25	BEASLEY ROAD	235 Beasley Road	39206	MP 150'	32 23' 06.91"	90 09' 48.53"			*1254214	Cingular
FP	SITE 26	KURTS GYM	80 Outer Circle Dr.	39209	MP 130'	32 19' 41.3"	90 13' 34.8"		2640' W	* NOT REQ	Verizon
FP	SITE 27	HATTIESBURG ST.	1387 Hattiesburg St.	39204	MP 150'	32 17' 31.64"	90 13' 18.24"			*1263176	Verizon
	SITE 28	TCS	2835 Oak Forest Dr.	39212	MP 160'	32 16' 0.7"	90 14' 50.2"			*1248899	Sprint
	SITE 29	JSU WT	1400 Lynch St. # W T	39217	WT 149'	32 17' 55.94"	90 12' 35.09"			NOT REQ.	City
	SITE 30	ELAINE ST. WT	1876 Elaine St.	39204	WT 96.3'	32 16.3 63.825"	90 13' 51.237"			NOT REQ.	CITY

## 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)

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
3/11/24  
A.M.

## OFFICE OF THE CITY ATTORNEY

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This **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.** is legally sufficient for placement in NOVUS Agenda.



**Drew Martin, City Attorney**

**Sondra Moncure, Deputy City Attorney** 

3/11/24

**Date**



DEPARTMENT OF INFORMATION TECHNOLOGY

## MEMORANDUM

Date: February 1, 2024  
To: Mayor Chokwe A. Lumumba  
From: Dr. Muriel Reid-Director of Information Technology *MJR*  
Subject: Tower Maintenance

The Telecommunications Division does not possess the technical expertise nor specialized equipment and extensive annual training required to maintain the City of Jackson's tower network consisting of 30 structures as required by the Federal Communications Commission and the Federal Aviation Administration.

Telecommunications issued an Invitation for Bids seeking companies who could fulfill its tower related needs; and Micro Tech Systems, Inc. submitted the lowest and best bid of One Hundred Sixty-Four Thousand Two Hundred Eighty Dollars (\$164,280.00).

The term of this Tower Maintenance Agreement will be for one year with the option to renew for two (2) additional one (1) year terms.

The Telecommunications Division recommends awarding the tower maintenance project to Micro Tech Systems, Inc.

Akeith Harris

Telecommunications Manager

25

**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**

OFFICE OF THE CITY CLERK  
J. Keeton  
4/23/24

**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.

Agenda Item # 25  
April 23, 2024  
(Keeton, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**04/03/2024**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	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			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7			
3.	<b>Who will be affected</b>	Visitors and those conducting business in the Warren G. Hood Building			
4.	<b>Benefits</b>	Convenience			
5.	<b>Schedule (beginning date)</b>	Immediately pending execution of contract			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Warren G. Hood Building			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	OFFICE OF PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT			
8.	<b>COST</b>	NO COST			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___



# Memo

**To: Chokwe Lumumba, Mayor**

**From: Jhai Keeton**  
**Department of Planning and Development**

**Date: 04/03/2024**

**Re: Agenda Item**

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The attached agenda item is for the placement and management of an automatic teller machine within the Warren G. Hood Building by Wellington Technologies Inc. An ATM machine in this location will increase the ease and convenience of doing business with the departments and divisions locate in and around the Hood Building.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail [jkeeton@jacksonms.gov](mailto:jkeeton@jacksonms.gov).

Office of the City Attorney


455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This 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 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/16/24

\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
4/16/24



## Kristie Metcalfe

---

**From:** Rena Jamison <RJamison@fbbins.com>  
**Sent:** Friday, March 8, 2024 10:25 AM  
**To:** MacDarrell Poullard  
**Cc:** Kristie Metcalfe  
**Subject:** RE: ATM Insurance  
**Attachments:** SKM\_C360i24030611000.pdf

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Poullard,

Good morning. I have heard back from my underwriter regarding the property insurance for the ATM equipment and was advised this is well under the retention/deductible for the City.

Please let me know if you need anything additional.

We appreciate your business.

Rena Jamison, CIC, CISR, CSRM | Senior Client Executive  
FBBINSURANCE | 248 E. Capitol Street, Suite 1200 | Jackson, MS 39201  
O: 601-960-8252 | F: 601-208-3075 | [RJamison@fbbins.com](mailto:RJamison@fbbins.com)



Best Places to Work  
*Mississippi Business Journal*

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**From:** MacDarrell Poullard <macpoullard@city.jackson.ms.us>  
**Sent:** Wednesday, March 6, 2024 3:29 PM

**To:** Rena Jamison <RJamison@fbbins.com>  
**Cc:** Kristie Metcalfe <kmetcalfe@jacksonms.gov>  
**Subject:** ATM Insurance

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you suspect phishing, report it using the Report Phishing button.

Good afternoon, the City is considering placing a ATM machine in the Warren Hood Bldg. (#81 on SOV) located at 200 S. President Street. Please see section 4, subsection 2 of the attached tentative agreement and advise if our current policies will satisfy the \$3,000 contents coverage as stated in said clause. If not, please advise what options we have in order to get the coverage needed to satisfy section 4, subsection 2 as stated in the attached documents.

Thank you for your assistance in this matter.

**MacDarrell Poullard** | Risk Manager  
Risk Management Division | City of Jackson Legal Department  
218 South President Street, Jackson, MS 39201  
P.O. Box 17, Jackson, MS 39205-0017  
601-960-1048 | Fax: 601-354-4556 | [macpoullard@jacksonms.gov](mailto:macpoullard@jacksonms.gov)





# **AUTOMATED TELLER MACHINE PLACEMENT AGREEMENT**

Transactional Processing Through Wellington Technologies a Montana Corporation with offices at  
2110 Overland Ave., Suite 130, Billings, Montana 59102, (WTI)

This ATM Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between

\_\_\_\_\_ Located at \_\_\_\_\_

("Customer") and "Wellington Technologies Inc.", its assigns, on the following terms and conditions.

## **1. ATM LOCATION**

For the Automated Teller Machine, hereinafter referred to as "ATM Location" located at:

Location's Business Name \_\_\_\_\_ Street  
Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Phone  
Number \_\_\_\_\_ Contact \_\_\_\_\_

## **2. CONTRACT TERM**

"Wellington Technologies Inc." does hereby agree to provide Customer with ATM equipment with processing services through WTI and Customer does hereby lease and grant an exclusive license to "Wellington Technologies Inc." a physical location upon and within the ATM Location, for a term of three (3) years, for the purpose of installing and operating the provided Teller Machine (ATM). The term of this Agreement shall commence upon acceptance of this AGREEMENT by "Wellington Technologies Inc." and remain in effect for a period of three (3) years. This Agreement shall be automatically renewed for successive three (3) year terms under the same terms and conditions unless, at least ninety (90) days prior to the expiration period of any hereof, Customer gives written notice by email to "Wellington Technologies Inc." of Customer's intent to terminate this Agreement.

## **3. CUSTOMER INCOME**

The City of Jackson will receive a portion of each ATM cash withdrawal transaction surcharge income based upon the ATM Location's total monthly volume as follows:

<u>Monthly Transactions</u>	City of Jackson Receives
Each Transaction	\$0.50 per surcharged withdrawal

The surcharge income will be paid to City of Jackson by the 25<sup>th</sup> of each month following the transaction activity via ACH deposits in the customers designated bank account. (Please provide Wellington Technologies a voided check for the account information.)

## **4. CUSTOMER'S RIGHTS AND DUTIES**

Customer hereby agrees that:

- 1] Customer shall keep the ATM equipment clean at all times.
- 2] Customer agrees to notify their property insurance company and direct the company to include "Wellington Technologies Inc." ATM equipment under Customer's blanket general loss and liability policy in the amount of \$3,000.00 in the event of flood, fire, and/or theft of equipment.
- 3] Customer shall exercise reasonable care to prevent damage or destruction to the ATM installed under this Agreement.
- 4] During the term of this Agreement or any renewal of same, Customer shall not grant the right of installing or operating ATM service at the ATM Location to any other company, financial institution, or person including Customer.
- 5] Customer authorizes "Wellington Technologies Inc." to install "Wellington Technologies Inc." ATM equipment utilizing one of Customer's existing internet hub connections for the purpose data communication.
- 6] Customer agrees to provide a 110-volt power outlet and electricity for the ATM.
- 7] The location of the ATM shall be determined by Customer and "Wellington Technologies Inc.". The ATM location shall be at the busiest entrance, in plain view and readily accessible to make services

available to the general public. Customer or its employees will take no action, which prevents or adversely affects the access to or use of the ATM.

8] Customer has the authority to enter into this Agreement, and any sale of the location assignment, sublease or other transfer of the lease covering the location shall be made subject to this Agreement.

**5. "Wellington Technologies Inc." RIGHTS AND DUTIES**

"Wellington Technologies Inc." hereby agrees that:

- 1] "Wellington Technologies Inc." will provide Customer with an ATM at **no charge**.
- 2] "Wellington Technologies Inc." will provide the vault cash for the ATM
- 3] "WTF" will provide repair parts and service, when required, at no charge.
- 4] "Wellington Technologies Inc." will monitor the ATM's uptime 24 hours a day, 7 days a week.
- 5] "Wellington Technologies Inc." will pay for and handle all Reg. -E- claims
- 6] "Wellington Technologies Inc." will provide all location ATM signage.
- 7] Upon termination of this Agreement, "Wellington Technologies Inc." shall have the right to enter the location to remove its property.
- 8] "Wellington Technologies Inc." has the right to place signage on the door, above the ATM, and/or outside the building.

**6. SOLE AGREEMENT**

This is the sole agreement between parties hereto, superseding all previous agreements, and shall bind and insure to the benefit of the parties, their heirs, successors and assigns. Each acknowledges the receipt and retention of a fully executed copy hereof.

"Deplorer Name"

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of authorized representative)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# Memo

**To: Chokwe Lumumba, Mayor**

**From: Chloe Dotson, Director  
Department of Planning and Development**

**Date: 08/14/2023**

**Re: Agenda Item**

---

The attached agenda item is for the placement and management of an automatic teller machine within the Warren G. Hood Building by Wellington Technologies Inc. An ATM machine in this location will increase the ease and convenience of doing business with the departments and divisions locate in and around the Hood Building.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail [cdotson@jacksonms.gov](mailto:cdotson@jacksonms.gov).



## ACH AUTHORIZATION/AGREEMENT FORM

I hereby authorize Wellington Technologies, Inc. to initiate credit entries to my assigned checking/saving account at the financial institution listed below.

### Customer Information:

Business Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name & Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### Payment Information:

Financial Institution: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_  
Account Type (Please Select): Checking \_\_\_\_\_ Savings \_\_\_\_\_

### Credit Authorizations:

Please Select: Invoicing (Debits/Credits) N/A Monthly Partner ATM Fees (Credits) \_\_\_\_\_

### Authorized Signature:

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\*We must have a Attached copy of a Printed VOIDED Check. You may also attach a letter from your Financial Institution for Account Verification verse sending a Voided check. & return to [kristiw@wellingtonatm.com](mailto:kristiw@wellingtonatm.com) & [carieh@wellingtonatm.com](mailto:carieh@wellingtonatm.com)**

Please note: Wellington Technologies, Inc. typically processes Credits on the 25<sup>th</sup> of every month via ACH. You will receive any invoicing or credit memos prior to any transactions. Do not hesitate to reach out to us with any questions. Thank you for being a valued partner, we greatly appreciate your business!

26

**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**

OFFICE OF THE CITY ATTORNEY  
4/23/24  
Wright, Lumumba

**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

Agenda Item # 26  
April 23, 2024  
(Wright, Lumumba)



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.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

APRIL 16, 2024  
DATE

(As revised 3/6/01)

POINTS		COMMENTS																																													
1.	<b>Brief Description / Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VECTOR DISEASE CONTROL INTERNATIONAL FOR MOSQUITO ABATEMENT SERVICES (ALL WARDS))																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	4. Neighborhood Enhancement 7. Quality of Life																																													
3.	<b>Who will be affected</b>	The Citizens of the City of Jackson.																																													
4.	<b>Benefits</b>	The Mosquito Abatement services include adulticide spraying applications, larva ide treatment to treat ditches, drainage channels, and areas of standing water in the City's right of way, and mosquito surveillance activity that is conducted by trapping mosquitos to document and verify mosquito populations and target mosquito control efforts.																																													
5.	<b>Schedule (beginning date)</b>	Scheduled Date following City Council Approval																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	City-wide																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Public Works																																													
8.	<b>COST</b>	271,700.00 annually																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	001.431.00.6419																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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**City of Jackson  
Department of Public Works**

**To:** Honorable Mayor Chokwe Lumumba  
**From:** Louis Wright, Chief Administrative Officer *LW*  
**Date:** April 16, 2024

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VECTOR DISEASE CONTROL INTERNATIONAL FOR MOSQUITO ABATEMENT SERVICES.**

**Council Meeting:** Regular Council Meeting, April 23, 2024

**Consultant/Contractor:** **Vector Disease Control International**

**EBO:** In compliance

**Purpose:** To improve the quality of life for the citizens of the City of Jackson and its visitors.

**Cost:** \$271,700.00 annually (Three-Year Contract plus one option year)

**Project/Contract Type:** Mosquito Abatement Services  
**Funding Source:** General Fund - 001.431.00.6419  
**Schedule/Time:** APRIL 2024-OCTOBER 2024 (7 Months)

**DPW Manager:** James Caldwell

**Background:** The City of Jackson provides mosquito abatement services annually (April through October) for the health, safety and welfare of the citizens of the City and its visitors. These services include Adulticide spraying, Larvacide treatment, and mosquito surveillance. Adulticide spraying requires the contractor to establish routes and cover the City with spraying applications. Larvacide treatment requires the contractor to treat ditches, drainage channels and areas of standing water in the City's right of way to eliminate larvae habitat. Mosquito surveillance requires the contractor to trap mosquitos to document and verify mosquito populations and target mosquito populations and target mosquito control efforts.

Office of the City Attorney



455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2024

## OFFICE OF THE CITY ATTORNEY

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This 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 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

4/16/24  
\_\_\_\_\_  
DATE

27

**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**

OFFICE OF THE ATTORNEY GENERAL  
APR 23 2024

**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

Agenda Item # 27  
April 23, 2024  
(Wright, Lumumba)



**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 31<sup>st</sup> 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.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      February 8, 2023  
 DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	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
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	<b>Who will be affected</b>	Patients of the UMMC Clinics housed in the building located at 764 Lakeland Drive
4.	<b>Benefits</b>	Will allow clinics to continue operating in the event of outages of City of Jackson water, thus avoiding canceled appointments and delays in the provision of medical care
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/> ■	University of Mississippi Medical Center
8.	<b>COST</b>	N/A
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___ no ___    N/A _____ AABE _____%    WAIVER    yes ___ no ___    N/A _____ WBE _____%    WAIVER    yes ___ no ___    N/A _____ HBE _____%    WAIVER    yes ___ no ___    N/A _____ NABE _____%    WAIVER    yes ___ no ___    N/A _____



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright, Chief Administrative Officer

A handwritten signature in blue ink, appearing to be "LW", located to the right of the "From:" line.

**Date:** April 16, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda that would allow University of Mississippi Medical Center to construct a waterline across City right-of-way in order to connect a new well west of State Street to the UMMC main campus. UMMC is preparing to drill a new well as part of its long-existing on-campus water system. The new well will be located west of State Street, which will require an easement for a connecting water line from the well to the main campus system. The Office of the City Attorney has worked with UMMC to reach terms that ensure the interests of the City of Jackson are protected.

Please call me if you have any questions.

Office of the City Attorney



455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/16/24

## OFFICE OF THE CITY ATTORNEY

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This **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** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
\_\_\_\_\_  
DATE

**MEMORANDUM OF UNDERSTANDING**

**Between**

**University of Mississippi Medical Center**

**And**

**City of Jackson, Mississippi**

This Memorandum of Understanding (“MOU”) has been entered into between **University of Mississippi Medical Center (“UMMC”)** and the **City of Jackson, Mississippi (“COJ”)** and is effective on the later of the dates on which the MOU is signed by both parties as stated below (the “Effective Date”).

**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.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS**, that the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do agree as follows:

**SECTION 1. UMMC Responsibility:**

UMMC shall have the following responsibilities under this MOU:

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, including, but not limited to, repair of any damage to City's rights-of-way and the improvements thereto.
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.

**SECTION 2. COJ Responsibilities:**



COJ shall have the following responsibilities under this MOU:

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.

**SECTION 3. Miscellaneous Provisions**

1. This MOU sets out the general framework for the collaboration between the parties and, as required, may be supplemented by one or more detailed written agreements, setting out the rights and obligations of each party with respect to all or some of the objectives listed above.
2. This MOU shall take effect upon the Effective Date and shall continue in force in perpetuity or until the Parties agree otherwise.
3. This MOU may be modified at any time in writing, and any such modifications must be dated and signed by each party.
4. UMMC shall include as a requirement of any construction contract entered into for the construction or maintenance activity under this MOU relating to the Water Line the following minimum insurance coverages for the construction contractor and its subcontractors:

1. Workers' Compensation, and related:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>100,000</u>
Bodily injury by disease, each employee	\$ <u>100,000</u>
Bodily injury/disease aggregate	\$ <u>100,000</u>

2. Contractor's Commercial General Liability:

General Aggregate	\$ <u>1,000,000</u>
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Products - Completed  
Operations Aggregate \$ 1,000,000

---

Personal and Advertising  
Injury \$ 1,000,000

---

Each Occurrence (Bodily  
Injury and Property Damage) \$ 1,000,000

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3. Automobile Liability.

Combined Single Limit of \$ 1,000,000

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COJ shall be named as an additional insured on these insurance policies and UMMC shall provide a Certificate of Insurance showing such coverages, in such amounts, before commencing the construction or maintenance activity under this MOU relating to the Water Line.

5. The information in this MOU has been provided by each party in good faith but no representation or warranty (express or implied) is or will be made, and no responsibility or liability is or will be accepted, by either party or by any of their respective members, officers, employees or agents in relation to the accuracy or completeness of such information or any other written or oral information made available to the other party or its advisers. To the extent authorized by applicable law, any such liability is expressly disclaimed.
6. For purposes of this Agreement, the parties are independent contractors and neither party is an agent or employee of the other party. Neither party will assign any of its rights or delegate any of its duties hereunder without the written consent of the other party.
7. Any notice or other communication required by this MOU shall be in writing and shall be deemed given if hand-delivered, sent via overnight mail by a reputable overnight courier, or sent postage prepaid by certified or registered mail, return receipt requested addressed as follows:

If to UMMC:

University of Mississippi Medical Center  
Attn: Office of General Counsel  
2500 North State Street  
Jackson, MS 39216

If to COJ:

City of Jackson, Mississippi  
Attn: Mayor  
219 South President Street  
Jackson, MS 39201

City of Jackson, Mississippi  
Attn: City Attorney  
P.O. Box 2779  
Jackson, Mississippi 39207

Or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the date indicated on the return receipt whether or not such notice is accepted by the addressee. The parties may mutually agree to accept notice via email, provided receipt of the email and its content can be confirmed, such as with a "read receipt" or confirmation of the receipt from the receiver, with time of receipt being the uniform time the email enters the receiver's email server.

8. Except as otherwise set forth herein, neither party will use the name, trademark, service mark, logo, or any other identifiers of the other party without prior written consent from the other party.
9. This MOU is deemed to have been entered into in the State of Mississippi, and its interpretation, its construction, and the remedies for its enforcement or breach are to be applied in accordance with the Laws of the State of Mississippi (excluding the choice of law rules thereof).
10. In the event that any clause or provision of this MOU (or the application of such clause or provision to a particular set of circumstances) is held to be invalid, illegal or unenforceable, it will not in any way affect the validity or enforceability of any other clause or provision of this MOU (or the application of such clause or provision to a different set of circumstances).
11. This MOU, including any facsimile or electronic (e.g., pdf) versions thereof, may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same instrument.
12. The terms of this MOU supersede all previous negotiations and discussions related to the subject matter between the parties prior to the date of its execution.
13. By executing this MOU, each party agrees to be bound by each of the above provisions.

This MOU between the parties has been signed by their authorized representatives.

University of Mississippi Medical Center

City of Jackson, Mississippi

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Name: Brian Rutledge, PhD  
Title: Chief of Staff

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Name: Chokwe A. Lumumba  
Title: Mayor

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Date

---

Date

28

**ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF  
THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE  
DIVISION FOR CELL CONSTRUCTION AND CHIPPING  
OF VEGETATIVE WASTE**

OFFICE OF THE ATTORNEY  
GENERAL  
JULY 11, 2024  
827

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$63,500 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
To:	009-506.10.6419	\$1,000
From:	009-506.10.6872	\$15,000
To:	009-506.10.6419	\$15,000.

**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
To:	009-506.10.6419	\$1,000

Agenda Item # **28**  
April 23, 2024  
(Wright, Lumumba)

From:	009-506.10.6872	\$15,000
To:	009-506.10.6419	\$15,000

**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.

(Wright, Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 16, 2024

	POINTS	COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION FOR CELL CONSTRUCTION AND CHIPPING OF VEGETATIVE WASTE</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Infrastructure and Transportation
3.	<b>Who will be affected</b>	The City of Jackson's Landfill Facility will remain in compliance with the Mississippi Department of Environmental Quality's requirements for closure of active cell and development of the approved cell expansion.
4.	<b>Benefits</b>	Development of the cell expansion at the City of Jackson's Class I Rubbish Site will allow for needed disposal space at the City of Jackson's Class I Rubbish Site.
5.	<b>Schedule (beginning date)</b>	n/a
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes or no)(area)</b> <b>Project limits if applicable</b>	City of Jackson Landfill Facility in Byram, MS
7.	<b>Action implemented by:</b> <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	Public Works Department/Solid Waste
8.	<b>COST</b>	No additional cost; budget transfer
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b>	Solid Waste Enterprise Fund/ 009-455.10.6317 009-455.10.6317 009-506.10.6299 009-506.10.6872
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___    no ___    N/A ___ AABE _____%    WAIVER    yes ___    no ___    N/A ___ WBE _____%    WAIVER    yes ___    no ___    N/A ___ HBE _____%    WAIVER    yes ___    no ___    N/A ___ NABE _____%    WAIVER    yes ___    no ___    N/A ___





**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe A. Lumumba**

**From: Louis Wright, Chief Administrative Officer**

*plw*

**Council Agenda Item Briefing Memo**

**Agenda Item: ORDER AMENDING THE FISCAL  
YEAR 2024 BUDGET OF THE  
DEPARTMENT OF PUBLIC WORKS,  
SOLID WASTE DIVISION FOR CELL  
CONSTRUCTION AND CHIPPING OF  
VEGETATIVE WASTE**

**Item #:**

**Council Meeting:** Regular Council Meeting, April 23, 2024

**Consultant/Contractor:** N/A

**EBO:** N/A

**Purpose:** To amend the fiscal year budget of the Department of Public Works Solid Waste Division to allow for equipment rental and invoice payments.

**Cost:** \$63,500

**Project/Contract Type:**

**Funding Source:**

**Schedule/Time:**

**DPW Manager:** Lakesha Weathers

**Background:** The Division of Solid Waste within the Department of Public Works finds need to amend the fiscal year 2024 budget to allow for construction and design services for the cell development at the landfill, and to cover the cost of chipping and grinding at the facility.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/16/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION FOR CELL CONSTRUCTION AND CHIPPING OF VEGETATIVE WASTE** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

4/16/24  
\_\_\_\_\_  
DATE

29

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

OFFICE OF THE  
CITY CLERK  
APR 23 2024

**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.

**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.

Agenda Item # 29  
April 23, 2024  
(Wright, Lumumba)

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.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      April 16, 2024  
 DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR INFRASTRUCTURE MODERNIZATION PROGRAM
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Residents of the City
4.	<b>Benefits</b>	Provides the initial preliminary engineering for the Infrastructure Modernization Program
5.	<b>Schedule (beginning date)</b>	Upon execute of the Agreement and Task Order No. 1
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	\$150,000.00
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input checked="" type="checkbox"/>	Fund 372 – Infrastructure Modernization Tax
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___    no ___    N/A ___ AABE _____%    WAIVER    yes ___    no ___    N/A ___ WBE _____%    WAIVER    yes ___    no ___    N/A ___ HBE _____%    WAIVER    yes ___    no ___    N/A ___ NABE _____%    WAIVER    yes ___    no ___    N/A ___



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright *LW*  
Chief Administrative Officer

**Date:** April 15, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a professional engineering services agreement with Integrated Management Services, Inc. for the City's Infrastructure Modernization Program. The source of funding for this program will be the proceeds of the bonds recently issued and which are secured by the Infrastructure Modernization Tax revenue the City receives.

The proposed agreement will be a task order agreement. Task Order No. 1, in an amount not to exceed \$150,000.00 and term not to exceed six (6) months will provide the initial preliminary engineering services to meet with the governing authorities to identify the projects they wish to see done using the bond funds, prioritizing those projects, and then providing estimated design costs for each identified project. The prioritization and the estimation of design costs will be an iterative process with the estimated design cost informing the priority of the project, along with other relevant factors that will be developed.

The agreement contemplates that one or more task orders will follow Task Order No. 1. These subsequent task orders will provide for the secondary preliminary engineering, design engineering, and construction engineering and inspection for the identified projects. The subsequent task order will be presented to the governing authorities for approval.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney



455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/16/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR INFRASTRUCTURE MODERNIZATION PROGRAM** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**DREW MARTIN, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel* 

4/16/24  
DATE



30

**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**

OFFICE OF THE CITY ATTORNEY  
4/16/2024  
SW

**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.

Item#: 30

Agenda: April 23, 2024

By: Wright, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 8, 2024**  
DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	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
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	<b>Who will be affected</b>	Motorists and pedestrians on multiple streets in Jackson
4.	<b>Benefits</b>	Remove South Street from the contract allowing CCID to move forward pursuant to their master plan
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	1. Old Canton Rd (Ward 1) 2. Beasley Rd and NW Industrial Park (Ward 2) 3. Gallatin St and McDowell Rd (Ward 7) 4. South St (Ward 7)
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	Public Works Department, Engineering Division
8.	<b>COST</b>	Original Contract: \$1,635,000.00 Proposed SA#1: Reduce by \$325,000.00 New Contract Total: \$1,310,000.00
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input checked="" type="checkbox"/>	Municipal Sales Tax
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Chief Administrative Officer



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright *LW*  
Chief Administrative Officer

**Date:** April 8, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an amendment to the engineering services agreement with CivilTech for the City of Jackson Arterial Street Resurfacing Project. The CCID's latest mater plan update included South Street, which was also part of the CivilTech contract funded by the Municipal Sales Tax. This amendment removes South St from the scope of the contract and removes the funding tied to that contract. The Sales Tax Commission voted to approve moving forward with design on six bridges in place of South Street.

If you have any questions or comments, please do not hesitate to call me

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1779  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **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** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

  
\_\_\_\_\_  
DATE

31

**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.

Agenda Item # 31  
April 23, 2024  
(Wright, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 8, 2024**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a CE&I agreement with Neel-Schaffer for the State Street Signal Project			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life			
3.	<b>Who will be affected</b>	Residents, motorists, pedestrians, along State Street			
4.	<b>Benefits</b>	Provides CE&I work for the State Street Signal Project			
5.	<b>Schedule (beginning date)</b>	Upon City Council approval			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	State St (Rankin St to High St) (Ward 7)			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division			
8.	<b>COST</b>	\$172,848.80			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Fund 372 – Modernization Tax			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



Chief Administrative Officer



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer *lw*

**Date:** April 8, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a construction engineering and inspection services contract with Neel-Schaffer for the State Street Signal Project. This project is designed to replace or substantially upgrade signals on State Street between Rankin Street and High Street.

The City selected Neel-Schaffer for design work after evaluating a short list of firms. Public Works recommends utilizing Neel-Schaffer to provide construction engineering and inspection services for the project. They provided a proposed cost of \$172,848.80 for CE&I services.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
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OFFICE OF THE CITY ATTORNEY  
4/16/29

## OFFICE OF THE CITY ATTORNEY

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This 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 is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel*



DATE

32

**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**

OFFICE OF THE ATTORNEY GENERAL  
APR 23 2024

**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.

Agenda Item # 32  
April 23, 2024  
(Wright, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** April 8, 2024  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a CE&I agreement with Southern Consultants for the Woodrow Wilson Avenue Resurfacing Project (Martin Luther King, Jr. Drive to Mill Street Bridge)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Residents, motorists, pedestrians along Woodrow Wilson Avenue
4.	<b>Benefits</b>	Provides CE&I work for the Woodrow Wilson Avenue Resurfacing Project (Martin Luther King, Jr. Drive to Mill Street Bridge)
5.	<b>Schedule (beginning date)</b>	Upon City Council approval
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Woodrow Wilson Avenue (Martin Luther King, Jr. Drive to Mill Street Bridge) (Ward 3 & 7)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	\$682,365.25
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Municipal Special Sales Tax
10.	<b>EBO participation</b>	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Chief Administrative Officer



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer *lw*

**Date:** April 8, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a construction engineering and inspection services contract with Southern Consultants for the Woodrow Wilson Avenue Resurfacing Project from Martin Luther King, Jr. Drive to Mill Street Bridge. This project is designed to resurface and repair this section of Woodrow Wilson Avenue along with sidewalk improvements to meet ADA requirements.

Public Works recommends utilizing Southern Consultants to provide construction engineering and inspection services for the project. They provided a proposed cost of \$682,365.25 for CE&I services.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

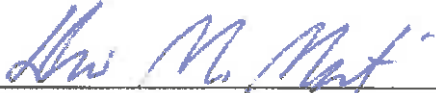

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OFFICE OF THE CITY ATTORNEY  
4/16/24

## OFFICE OF THE CITY ATTORNEY

---

This 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 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
\_\_\_\_\_  
DATE

33



**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**

OFFICE OF THE ATTORNEY GENERAL  
4/23/2024

**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.

Agenda Item # 33  
April 23, 2024  
(Wright, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 8, 2024**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a CE&I agreement with Stantec Consulting Services for the Woodrow Wilson Avenue Signal Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	<b>Who will be affected</b>	Residents, motorists, pedestrians, along Woodrow Wilson Avenue
4.	<b>Benefits</b>	Provides CE&I work for the Woodrow Wilson Avenue Signal Project
5.	<b>Schedule (beginning date)</b>	Upon City Council approval
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Woodrow Wilson Ave at Bailey Ave Woodrow Wilson Ave at Bailey Ave Ext Woodrow Wilson Ave at Medgar Evers Blvd Bailey Ave at Bailey Ave Ext/Glendale St & School Crosswalk (Ward 3 & 7)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	\$82,082.61
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input checked="" type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	\$74,604.40 – FHWA/MPO Surface Transportation Block Grant funds left over after award of Powell bid. Funds are 100% Federal up to the overall award amount of \$872,070 for project construction and CE&I  \$ 7,478.21 – Fund 372 Modernization Tax covers any costs over the federal funds awarded.
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___    no ___    N/A ___ AABE _____%    WAIVER    yes ___    no ___    N/A ___ WBE _____%    WAIVER    yes ___    no ___    N/A ___ HBE _____%    WAIVER    yes ___    no ___    N/A ___ NABE _____%    WAIVER    yes ___    no ___    N/A ___

Chief Administrative Officer



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer *LW*

**Date:** April 8, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a construction engineering and inspection services contract with Stantec Consulting Services for the Woodrow Wilson Avenue Signal Project. This project is designed to replace the signal at Woodrow Wilson Ave at Medgar Evers Blvd, substantially upgrade signals on Woodrow Wilson Avenue at Bailey Ave Ext and at Bailey Ave, and upgrade the signal and add a school crosswalk signal at Bailey Ave at Bailey Ave Ext/Glendale St.

Public Works recommends utilizing Stantec Consulting Services to provide construction engineering and inspection services for the project. They provided a proposed cost of \$82,082.61 for CE&I services.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney



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Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/16/24

## OFFICE OF THE CITY ATTORNEY

---

This **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** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
\_\_\_\_\_  
DATE

34

OFFICE OF THE CITY ATTORNEY  
4/11/24  
2632

**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.

ITEM 34

AGENDA April 23, 2024

BY: WRIGHT, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 8, 2024**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	Order accepting bids and authorizing the Mayor to execute a construction contract with Powell for the Woodrow Wilson Avenue Signal Project																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>4. Neighborhood Enhancement</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	Residents, motorists and pedestrians along State St																																													
4.	<b>Benefits</b>	Construction contract for the traffic signal replacement and major upgrade project																																													
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Woodrow Wilson Ave at Bailey Ave Woodrow Wilson Ave at Bailey Ave Ext Woodrow Wilson Ave at Medgar Evers Blvd Bailey Ave at Bailey Ave Ext/Glendale St & School Crosswalk (Ward 3 & 7)																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	City of Jackson, Department of Public Works, Engineering Division																																													
8.	<b>COST</b>	\$797,465.60																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	<ul style="list-style-type: none"> <li>▪ FHWA/MPO Surface Transportation Block Grant (100%) up to \$872,070 that was awarded.</li> </ul>																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Revised 2-04

Chief Administrative Officer



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright *LW*  
Chief Administrative Officer

**Date:** April 8, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with \$797,465.60, for the Woodrow Wilson Avenue Signal Project.

The City of Jackson has received an award of federal surface transportation funds to replace or upgrade four signals: Woodrow Wilson Ave at Bailey Ave, Woodrow Wilson Ave at Bailey Ave Ext, Woodrow Wilson Ave at Medgar Evers Blvd, and Bailey Ave at Bailey Ave Ext/Glendale St & School Crosswalk. The project will include replace all signal components and run all new wiring at all signals, replace the 5 Points signal with mast arms, replace the aging overhead sign truss with a ground mounted sign, and install a school crosswalk signal at the school crosswalk at Galloway Elementary School at Bailey Ave, and repair/replace the school zone flashers.

The City advertised for sealed competitive bids in two newspapers and received three sealed bids on April 2. The lowest bid received was from Powell Construction Services, Inc. in the amount of \$797,465.60. It is the recommendation of this office that the bid be accepted. If you have any questions or comments, please do not hesitate to call me.



Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
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Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2012

## OFFICE OF THE CITY ATTORNEY

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This 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 is legally sufficient for placement in NOVUS Agenda.

*Drew M. Martin*

DREW MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel *TW*

*4/16/24*

DATE

35

**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**

OFFICE OF THE CITY ATTORNEY  
4/23/24

**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.

ITEM 35

AGENDA April 23, 2024

BY: WRIGHT, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 8, 2024**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																														
1.	<b>Brief Description/Purpose</b>	Order accepting bids and authorizing the Mayor to execute a construction contract with McInnis for the State Street Signal Project																														
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>4. Neighborhood Enhancement</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>																														
3.	<b>Who will be affected</b>	Residents, motorists and pedestrians along State St																														
4.	<b>Benefits</b>	Construction contract for the traffic signal replacement and major upgrade project																														
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT																														
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	State St from Rankin St to High St (Ward 7)																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	City of Jackson, Department of Public Works, Engineering Division																														
8.	<b>COST</b>	\$1,285,379.94																														
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	<ul style="list-style-type: none"> <li>▪ FHWA/MPO Surface Transportation Block Grant (100%) up to \$1,162,050.00 that was awarded.</li> <li>▪ Modernization Tax for any cost over federal funds awarded.</li> </ul>																														
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	NABE	_____ %	WAIVER	yes ___	no ___	N/A ___
ABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
AABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
WBE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
HBE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
NABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											

Revised 2-04

Chief Administrative Officer



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer *LW*

**Date:** April 8, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with \$1,285,379.94, for the State Street Signal Project.

The City of Jackson has received an award of federal surface transportation funds to replace or upgrade signals on State Street from Rankin Street to High Street. The signals at Silas Brown Street have been replaced in recent years and are not a part of the project. The project will include replacing all signal components and running all new wiring at all signals, replacing all poles at South Street, and replacing selected damaged poles at Pascagoula Street and at High Street.

The City advertised for sealed competitive bids in two newspapers and received two sealed bids on April 2. The lowest bid received was from McInnis Systems, Inc. in the amount of \$1,285,379.94. It is the recommendation of this office that the bid be accepted. If you have any questions or comments, please do not hesitate to call me.

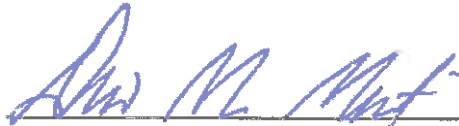
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756


## OFFICE OF THE CITY ATTORNEY

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This 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 is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

4/16/24

DATE

36

OFFICE OF THE  
CITY ATTORNEY  
4/23/24  
1000

**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.

Item: 36  
Date: April 23, 2024  
By: Wright, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 8, 2024**

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>Brief Description/Purpose</b>	Order to close out the Riverside Drive Project								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life								
3.	<b>Who will be affected</b>	Motorists, residents, pedestrians, bicyclists on Riverside Dr								
4.	<b>Benefits</b>	Street reconstruction project								
5.	<b>Schedule (beginning date)</b>	Construction Complete								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Riverside Dr (Ward 7)								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division								
8.	<b>COST</b>	Decreases \$652,915.13 to the contract amount. New and final contract amount: \$13,790,116.36 Final payment of \$73,411.14								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Municipal Sales Tax								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___

Revised 2-04

Chief Administrative Officer



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer *LW*

**Date:** April 8, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda that closes out the contract with Hemphill for the Riverside Drive project. The proposed change in contract amount is a decrease of \$652,915.13 to \$13,790,116.36. The decrease is mainly due to the 48T inch water line connections at each end of the new pipe that will be made by JXN Water. JXN Water will also undertake related work to complete the road section between Myrtle Street and I-55 that cannot be completed until after JXN Water connects the new 48-inch water line to the surface water system.

The agenda item authorizes final payment in the amount of \$73,411.14, authorizes release of securities held in lieu of retainage, authorizes commencement of the one year warranty, and authorizes publication of the notice of completion. It is the recommendation of this office that the order be approved. If you have any questions or comments, please call me.

Office of the City Attorney

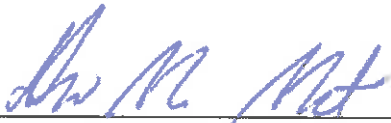
455 East Capitol Street  
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Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
APR 16 2024

## OFFICE OF THE CITY ATTORNEY

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This 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 is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 



DATE

37

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TOWNES CONSTRUCTION COMPANY, INC. FOR THE CITY OF JACKSON'S RUBBISH LANDFILL CELL DEVELOPMENT**

OFFICE OF THE CITY CLERK  
APR 16 2024  
AK

**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.

Agenda Item # 37  
April 23, 2024  
(Wright, Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: April 16, 2024

<b>P O I N T S</b>		<b>C O M M E N T S</b>
<b>1.</b>	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TOWNES CONSTRUCTION CO., INC. FOR THE CITY OF JACKSON'S RUBBISH LANDFILL CELL DEVELOPMENT IN THE AMOUNT OF \$42,940.00</b>
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	(4) Economic Development (7) Quality of Life
<b>3.</b>	<b>Who will be affected</b>	The Solid Waste Division
<b>4.</b>	<b>Benefits</b>	Development of the approved expansion allows for extending the life and usage of the landfill and for Solid Waste to remain in compliance with MDEQ regulations.
<b>5.</b>	<b>Schedule (beginning date)</b>	As soon as possible
<b>6.</b>	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ <b>Project limits if applicable</b>	City of Jackson Landfill in Byram, MS
<b>7.</b>	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Public Works Department/ Solid Waste Division
<b>8.</b>	<b>COST</b>	\$42,940.00
<b>9.</b>	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	Solid Waste Enterprise Fund 009-506.10.6419
<b>10.</b>	<b>EBO participation</b>	ABE ___%    WAIVER    yes ___    no ___    N/A ___ AABE ___%    WAIVER    yes ___    no ___    N/A ___ WBE ___%    WAIVER    yes ___    no ___    N/A ___ HBE ___%    WAIVER    yes ___    no ___    N/A ___ NABE ___%    WAIVER    yes ___    no ___    N/A ___



**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe A. Lumumba**

**From: Louis Wright, Chief Administrative Officer**

PW

**Council Agenda Item Briefing Memo**

**Agenda Item: ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TOWNES CONSTRUCTION CO., INC. FOR THE CITY OF JACKSON'S RUBBISH LANDFILL CELL DEVELOPMENT IN THE AMOUNT OF \$42,940.00**

**Item #:**  
**Council Meeting:** Regular Council Meeting, March 26, 2024  
**Consultant/Contractor:** N/A  
**EBO:** N/A  
**Purpose:** Development of the approved expansion allows for extending the life and usage of the landfill and for Solid Waste to remain in compliance with MDEQ regulations.  
**Cost:** \$42,940  
**Project/Contract Type:** N/A  
**Funding Source:** Solid Waste Enterprise Fund  
**Schedule/Time:**  
**DPW Manager:** Lakesha Weathers

**Background:** This memorandum is a recommendation for contractual services of the landfill cell construction and completion. The Solid Waste Division's landfill cell requires professional service in order complete the development of the approved Lateral Expansion. We have solicited two (2) quotes for Professional Construction Services to ensure that the Landfill Cell is in compliance with the Mississippi Department of Environmental Quality (MDEQ) regulations.

The completion of the landfill cell is critical in our efforts to continue accepting rubbish at this location. After reviewing the estimate for professional services, it is recommended based on cost, expertise and Landfill Engineering experience, that Townes Construction Co., Inc. be contracted to perform professional services of the Solid Waste Division's landfill cell. The cost for this project is \$42,940.00; the funds are budgeted in the Solid Waste Division's Enterprise Fund 009-506.10.6419.

If you should need additional information, please let me know.

**Estimated Fees:** \$42,940.00  
**EBO Compliance Details:** N/A

Office of the City Attorney

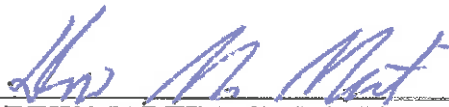
455 East Capitol Street  
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Telephone: (601) 960-1799  
Facsimile: (601) 960-1356

OFFICE OF THE CITY ATTORNEY  
4/16/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TOWNES CONSTRUCTION COMPANY, INC. FOR THE CITY OF JACKSON'S RUBBISH LANDFILL CELL DEVELOPMENT is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel *TW*

4/16/24  
DATE



38

**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 had 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 notified the Deputy Director of Economic Development that the grant period had 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 notified the Deputy Director of Economic Development that the grant period had been extended to May 31, 2024; however, the amendment does not increase the Foundation’s commitment; and

**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.

Item #: \_\_\_\_\_

Date: \_\_\_\_\_

By: (Wright, Lumumba)

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Louis Wright, City Administrative Officer

**Date:** April 11, 2024

**Subject:** 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

The attached agenda item accompanies this memo and requests that the City Council authorize the amendment to the order ratifying the City's acceptance of the Robert Wood Johnson Foundation grant for the project "*Going Green for a Cool Healthy Jackson*." The amendment extends the project term to May 31, 2024, but it does not increase the Foundation's commitment.

cc: Yika Hoover, Deputy Director of the Office of Economic Development

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**DATE: 4/11/2024**

<b>POINTS</b>		<b>COMMENTS</b>							
1.	Brief Description	<b>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</b>							
2.	Purpose	To preserve the City's natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities							
3.	Who will be affected	City of Jackson							
4.	Benefits	Quality of Life							
5.	Schedule (beginning date)	Upon approval							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide							
7.	Action implemented by: ▪ City Department ▪ Consultant	CAO							
8.	COST								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>								
1	EBO participation  See attached sheets from Vendors	ABE _____ %	WAIVER	yes	no	_____	N/A	<u>X</u>	
		AABE _____ %	WAIVER	yes	no	_____	N/A	<u>X</u>	
		WBE _____ %	WAIVER	yes	no	_____	N/A	<u>X</u>	
		HBE _____ %	WAIVER	yes	no	_____	N/A	<u>X</u>	
		NABE _____ %	WAIVER	yes	no	_____	N/A	<u>X</u>	

Office of the City Attorney

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Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This 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 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney

  
\_\_\_\_\_  
Date

39

**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**

OFFICE OF THE CITY ATTORNEY  
4/23/24  
39

**WHEREAS**, due to the failure of a City corrugated metal drain pipe adjacent to 135 Yucca 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.

Agenda Item # 39  
April 23, 2024  
(Wright, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 8, 2024**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	Ratify procurement of CCTV services from Delta Constructors, Inc. for 135 Yucca Dr
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Property owners at 135 Yucca Drive and upstream from the failure point.
4.	<b>Benefits</b>	Ratify CCTV services and authorize payment
5.	<b>Schedule (beginning date)</b>	Payment will be made upon Council Approval
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	135 Yucca Dr (Ward 1)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works, Engineering Division
8.	<b>COST</b>	\$5,065.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Fund 372 Modernization Tax
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Chief Administrative Officer



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba  
Mayor of the City of Jackson

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer *LW*

**Date:** April 8, 2024

**Subject:** Agenda Item for City Council Meeting

Attached is an agenda item authorize procurement of CCTV services from Delta Constructors, Inc. and to authorize payment. The Mayor invoked emergency procurement procedures as allowed in state law due to the failure of a City drainage pipe at 135 Yucca Drive. The drainage pipe is in close proximity to a house. The City called upon Delta Constructors, Inc., to provide options to repair the pipe given the small room for construction by the house. As part of their assessment, they performed CCTV work inside the pipe. This item ratifies procurement of that service and authorizes payment.

It is the recommendation of this office that the order be approved. If you have any questions or comments, please call me.

Office of the City Attorney

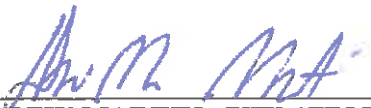

455 East Capitol Street  
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Telephone: (601) 960-1779  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/16/24

## OFFICE OF THE CITY ATTORNEY

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This **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** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**DREW MARTIN, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel* 

  
\_\_\_\_\_  
**DATE**

40

**ORDER AUTHORIZING PAYMENT OF \$71,968.54 TO JERMAL CLARK FULL 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*; and

**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.

Agenda Item # 40  
April 23, 2024  
(D.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/15/2024  
DATE

POINTS		COMMENTS			
1.	1. Brief Description/Purpose	ORDER AUTHORIZING PAYMENT OF \$71,968.54 TO JERMAL CLARK AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.			
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A			
3.	Who will be affected	City of Jackson			
4.	Benefits	N/A			
5.	Schedule (beginning date)	N/A			
6.	Location: • WARD  • CITYWIDE (yes or no) (area)  • Project limits if applicable	N/A			
7.	Action implemented by: • City Department <input type="radio"/> <b>O</b>  • Consultant <input type="radio"/> <b>D</b>	Office of the City Attorney			
8.	COST	\$71,968.54			
9.	Source of Funding • General Fund <input type="radio"/> <b>O</b> • Grant <input type="radio"/> <b>D</b> • Bond <input type="radio"/> <b>D</b> • Other <input type="radio"/> <b>D</b>				
10.	EBO participation	ABE _____%	WAIVER	yes ___ no ___	NIA <u>  </u> <u>  </u> <u>  </u> <u>  </u>
		AABE _____%	WAIVER	yes ___ no ___	NIA <u>  </u> <u>  </u> <u>  </u> <u>  </u>
		WBE _____%	WAIVER	yes ___ no ___	NIA <u>  </u> <u>  </u> <u>  </u> <u>  </u>
		HBE _____%	WAIVER	yes ___ no ___	NIA <u>  </u> <u>  </u> <u>  </u> <u>  </u>
		NABE _____%	WAIVER	yes ___ no ___	NIA <u>  </u> <u>  </u> <u>  </u> <u>  </u> <b>X</b>

**MEMO**

**TO: Chokwe Antar Lumumba, Mayor  
City of Jackson**

**FROM MacDarrell Poullard**

**DATE: April 16, 2024**

**RE: Settlement of Property Damage Claim for Jermal Clark**

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The attached Order seeks authority of the Council to compromise a claim for property damage submitted by Jermal Clark when sewage flowed into his house located at 2939 Oakmont Drive, Jackson.

The recommendation for compromise of the claim received after review by the Office of the City Attorney is \$71,968.54 following review of the circumstances surrounding the event and the current status of the City's entitlement to immunity under the Mississippi Tort Claims Act.

The claim is being compromised without an admission of liability and is subject to Jermal Clark releasing the City.



---

**MacDarrell Poullard**

**Attachments**

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING PAYMENT OF \$71,968.54 TO JERMAL CLARK AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY** is legally sufficient for placement in NOVUS Agenda.



**Drew Martin**, *City Attorney*



**Date**



**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,

**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.

APPROVED FOR AGENDA:

	INITIALS:	DATE:
FINANCE	_____	_____
Budgeted: ___yes___no	Acct # 001519306414	
LEGAL	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

Item# \_\_\_\_\_  
Date: April 23, 2024  
By: Lumumba, Martin

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This 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 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney

4/16/24  
\_\_\_\_\_  
Date

41

**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,

**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.

APPROVED FOR AGENDA:

	INITIALS:	DATE:
FINANCE	_____	_____
Budgeted: ___yes___no	Acct #	001519306414
LEGAL	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

Item# \_\_\_\_\_ **41** \_\_\_\_\_  
 Date: April 23, 2024  
 By: Lumumba, Martin,

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This 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 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, *City Attorney*

4/16/24  
\_\_\_\_\_  
Date

42

**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.

Agenda Item # 42  
April 23, 2024  
(D.Martin, Lumumba)

43



*George King*

**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**

**WHEREAS**, Section 21-17-5 of the Mississippi Code Annotated (1972), 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 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**, the City of Jackson, Mississippi selected an ERP system and entered into an agreement with Result Biz in December 2018 to assist the Information Systems staff in completing the implementation of the ERP system; and

**WHEREAS**, the Department of Administration recommends to the governing authorities for the City of Jackson to ratify and authorize the Mayor to execute a Professional Service Agreement with Resultz Biz d.b.a. Edward J. Pierre, III to provide general software and user support, post-implementation maintenance, updates and training for the ERP system; and

**WHEREAS**, Resultz Biz will continue to assist the Information Systems Division in developing an Information Technology Learning Community System (ITLCS) to create a new high-level, turnkey system policy, procedures, and processes for on-going training for all employees, including new hires and promotions; and

**WHEREAS**, it is in the City's best interest that all employees are adequately trained in addition to continuing to develop training materials and online training videos for future employees; and

**WHEREAS**, the Department of Administration recommends that the City enter into a Professional Service Agreement with Resultz Biz at a cost not to exceed \$130,000.00 per year beginning on October 1, 2023, through September 30, 2026; and

**WHEREAS**, Resultz Biz will be compensated at a rate of \$65.00 per hour. Resultz Biz will generally invoice the City of Jackson on the Friday after the regularly scheduled Tuesday bi-weekly City Council meeting. All invoices must be paid within thirty (30) days but no later than forty-five (45) days after receipt of the invoice, and receipt, inspection, and approval of the services; and

**WHEREAS**, it is understood that the Professional Service Agreement requires approval by the Governing Authority/City Council, and if not approved by the Governing Authority/City Council, it is void, and no payment shall be made; and

**WHEREAS**, any party may terminate the Professional Service Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Service Provider shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination; and

**Agenda Item #  
April 23, 2024**

**(Malembeka, Lumumba)**

**WHEREAS**, to the extent it is not prohibited by Mississippi law, Resultz Biz shall indemnify, defend, and hold the City and its officers, directors, employees and agents harmless from and against any and all claims, losses, damages, liabilities, or expenses (including attorneys' fees) incurred by any of them that relate to or arise from City's business activities; and

**IT IS THEREFORE ORDERED**, the Mayor be authorized to execute a Professional Service Agreement with Resultz Biz d.b.a. Edward J. Pierre, III at a cost not to exceed \$130,000.00 per year beginning on October 1, 2023, through September 30, 2026, to provide general software and user support, post-implementation maintenance, updates and training for the ERP system and is hereby ratified.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

1/23/24  
A.M.

## OFFICE OF THE CITY ATTORNEY

This 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 is legally sufficient for placement in NOVUS Agenda.

*D.M. MA.*

Drew Martin, Interim City Attorney

Sondra Moncure, Deputy City Attorney A.M.

2/1/24

Date

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (the "Agreement") is effective as of ~~October 1, 2023~~ (the "Effective Date") through September 30, 2026, between the City of Jackson, a Mississippi municipality (the "City of Jackson" or "Client") and Edward J. Pierre d.b.a Resultz Biz (the "Service Provider"), a sole-proprietorship registered with the State of Mississippi located at 5945 Hanging Moss Road, Jackson, Mississippi 39206.

For good and valuable consideration, the Client and Service Provider agree as follows:

### I. SERVICE PROVIDER DUTIES AND RESPONSIBILITIES

- A. Services: It shall be agreed upon, that during the term of this Agreement, the Service Provider shall provide the services ("Services") that are described within the attached Schedule 1 (the "Schedules") and on any such additional consecutively numbered supplementary schedules, as which may be executed at any time by both parties to this Agreement with prior approval by the governing authorities for the city of Jackson. Each attached, or subsequently attached Schedule shall contain a description of the deliverables required to be provided by the Service Provider (collectively "Deliverables"), a description of any completion deadlines that pertain to the Deliverables, and a description of the corresponding payment terms, including any partial payments for completion of designated milestones comprising each Deliverable.
- B. Compliance with Applicable Law: The Service Provider shall be responsible for complying with any and all applicable federal, Mississippi state and local laws, rules, ordinances, regulations, and/or codes that pertain to the performance of the Services requested and provided. The Service Provider's failure to comply with the responsibilities and duties described in this paragraph shall constitute a material breach of the Agreement.

### II. DUTIES IMPOSED ON THE CLIENT

- A. Fees: As a material term of the compensation arrangement agreed to by these parties, the Service Provider agrees that payment will not exceed \$130,000.00 per year. The sum represents the entire compensation the Service Provider shall be entitled to for performing the corresponding Services. The Service Provider is not eligible for any additional compensation in the form of cash or in the form of employee benefits under any plans or programs maintained by the Client or its clients, including, but not limited to, any bonus, paid time off, health, pension and incentive compensation (collectively, "Benefit Plans"). If for any reason the Service Provider is deemed to be a common-law employee of the Client by any governmental agency, court or other entity. The Service Provider hereby waives any right to, and agrees to neither seek nor accept any benefits under the Benefit Plans, even if the terms thereof the Service Provider would be eligible to receive such benefits.
- B. No Reimbursements: The Service Provider shall not be entitled to any reimbursement by the Client for any cost or expenses outside of what has been originally agreed upon for compensation to the Service Provider from the Client.
- C. Invoices. Resultz Biz will be compensated at a rate of \$65.00 per hour. Resultz Biz will generally invoice the city of Jackson on the Friday after the regularly scheduled Tuesday bi-weekly City Council meeting. All invoices must be paid within thirty (30) days but no later than forty-five (45) days after receipt of the invoice, and receipt, inspection and approval of the services. Any invoices paid beyond the forty-five (45) day invoice payment time period will be subject to interest at a rate of one and one-half percent (1-1/2%) per month or portion thereof on the unpaid balance from the expiration of such forty-five (45) day period until such time.

13. Approval. It is understood that if this Agreement requires approval by the Governing Authority City Council and this Agreement is not approved by the Governing Authority City Council, it is void, and no payment shall be made hereunder.
14. Availability of Funds. It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. 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 City of Jackson to provide funds or of the City Council 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, the city shall have the right upon ten (10) working days written notice to the Service Provider to terminate this Agreement without damage, penalty, cost or expenses to the city 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.

### III. OWNERSHIP AND ASSIGNMENT OF WORK PRODUCT

The Service Provider does herein agree that any and all Work Product will be the exclusive property of the City of Jackson, and in consideration of this Agreement, without further compensation, hereby assigns, and (as necessary) agrees to assign, to the City of Jackson all right, title, and interest to all Work Product that relates to all or any aspect of the Client's actual or anticipated business, research, and development or existing or future products or services, or an actual or demonstrably anticipated research or development project of the Client; is

conceived, created, and reduced to practice, developed, or made entirely or in any part: during which time services are provided or on Client time, or using any equipment, supplies, facilities, assets, materials, information (including, without limitation, Confidential Information) or resources of any of the Client's (including, without limitation, any intellectual property rights); or results from any work performed by the Service Provider for the Client. Any creative works, discoveries, designs, software, computer programs, inventions, improvements, modifications, enhancements, know-how, product, formula or formulation, concept or idea that the Service Provider has from the execution of this Agreement to one year following the cessation or termination of the Service Provider with the Client shall be deemed to be Work Product owned by the Client under this Section, unless otherwise proven by the Service Provider to have been outside each of the criteria specified above in this Section.

### IV. CONFIDENTIALITY- UNAUTHORIZED DISCLOSURE

Within or after the services period, the Service Provider shall at no time divulge, release, or remove for his/her use or that of any other individual or Client any documentation, information, or knowledge pertaining to the operation or business of the Client obtained or made available to him/her during the course of their employment with the Client, subsidiaries or affiliates. Furthermore, the Client and the Service Provider agree that Confidential Information shall include, but is not limited to, all non-public information, written or oral, whether disclosed directly or indirectly, through any means of communication or observation by the Service Recipient or any of its affiliates or representatives to or for the benefit of the Service Provider. Service Provider shall not copy or modify any Confidential Information without prior written consent of the Client.

Confidential information excludes that which is public knowledge.

The Service Provider shall, upon termination of this Agreement (whether voluntary or involuntarily), or upon request of the Client, immediately return to the Client any and all property in their possession or that which may be under their control or care, including but not limited any proprietary information, customer names and lists, trade secrets, intellectual property, written documents, plans, recordings, software, accounting or financial information and/or any other materials of a confidential nature.

Should the Service Provider, during, or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Service Provider shall be deemed in violation of this Agreement. The Service Provider shall provide notice to the Client of the potential disclosure of any information to allow the Client sufficient time to obtain an injunction to restrain the Service Provider from disclosing or further disclosing, in whole or in part, Confidential Information. The Client shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the Service Provider during or after the termination of their services.

#### V. TERMS AND TERMINATION

Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Service Provider shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

At the end of the Service Provider's contract or upon termination of their services, whether with or without cause, said Service Provider shall immediately return to the City of Jackson any and all Client property including, but not limited to, the following:

- Key or Key Card(s) granting access to the building and/or offices or areas located within the building;
- Client Identification (ID);
- Computer (if applicable);
- Business Cards (if applicable); and any
- Client related documents and/or material.

The City of Jackson reserves the right, and shall be entitled to pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of the Service Providers failure to return Client property after termination of their services.

#### VI. INDEMNIFICATION

To the extent it is not prohibited by Mississippi law, Service Provider shall indemnify, defend and hold Client and its officers, directors, employees and agents harmless from and against any and all claims, losses, damages, liabilities, or expenses (including attorneys' fees) incurred by any of them that relate to or arise from Client's business activities.

#### VII. NON-WAIVER OF BREACH

No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement. Neither party named herein, shall be held liable for or believed to be in breach of this Agreement by way of any delay, or failure to perform as necessitated by this Agreement as a consequence of any cause or condition that may be beyond either party's reasonable control and of which either party may be unable to overcome by the use or exercise of reasonable diligence.

#### VIII. NOTICE

Both parties, when required, shall provide written notice or communication at the addresses set forth below:

Client:  
City of Jackson, Information Systems  
353 South Congress Street  
Jackson, Mississippi 39205

Office of the City Attorney  
455 East Capitol Street  
Jackson, Mississippi 39205

Service Provider:  
Result Biz  
5945 Hanging Moss Road  
Jackson, Mississippi 39206

IX. GOVERNANCE

The herein contained Agreement shall be governed by, construed and enforced pursuant with the laws of the State of Mississippi. The parties agree that this paragraph shall survive the termination of the Agreement. In the event that any provision of this Agreement conflicts with the law pursuant to which this Agreement is to be construed or if any other provision is held to be invalid by a court within the jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect, as nearly as possible, the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

X. PUBLIC RECORDS

This Agreement, including any accompanying 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.

XI. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

XII. MODIFICATION OR AMENDMENTS

Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

IN WITNESS WHEREOF, the parties hereto, each acting pursuant with due and proper authority, have executed this Agreement as of the aforementioned Effective Date.

City of Jackson, Mississippi

Resultz Biz d.b.a. Edward J. Pierre

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

44



**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, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024 and March 26, 2024 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

**Agenda Item No. 44**  
**April 23, 2024**  
**(Jackson City Council)**

45

**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.

Agenda Item #  
April 23, 2024  
(Banks)

45

46

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN  
SUPPORT OF THE 35<sup>th</sup> ANNUAL MAY DAY PARADE AND FESTIVAL.**

**WHEREAS**, the Westside Civic Club proudly presents its 35<sup>th</sup> 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 35<sup>th</sup> Annual May Day Parade and Festival Celebration.

**SO RESOLVED**, this the 4<sup>th</sup> day of May, 2024.

Agenda Item #  
April 23, 2024  
(GRIZZELL)

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47

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 31<sup>ST</sup> 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 31<sup>st</sup> 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; therefore

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

**SO RESOLVED**, this the 23<sup>rd</sup> day of April 2024.

ITEM NUMBER: 47  
DATE: April 23, 2024  
(HARTLEY)