



REVISED

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

**April 9, 2024
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **SABRINA SHELBY, 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 ADJUDICATING COSTS AND PENALTIES FOR PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MAY 23, 2023 IN CASE NUMBER CE-22-1011.**
4. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCEL CLEANED PURSUANT TO THE RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON APRIL 11, 2023 IN CASE NUMBER CE-21-1889.**
5. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MAY 23, 2023 IN CASE NUMBER CE-22-463.**
6. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING**

THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 29, 2023 IN CASE NUMBER CE-21-1768.

7. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCEL CLEANED PURSUANT TO THE RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MARCH 14, 2023 IN CASE NUMBER CE-22-2059.**
8. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON NOVEMBER 22, 2022 IN CASE NUMBER CE-21-1873.**
9. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 27, 2022 IN CASE NUMBER CE-21-745.**
10. **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-22-2523 LOCATED AT 4309 OFFICER THOMAS CATCHINGS DR PARCEL #306-129 – \$5,888.00 – WARD 4. (KEETON, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE 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-22-313 LOCATED 1622 VALLEY ST. PARCEL #161-43 – \$3,500.00 – WARD 5. (KEETON, LUMUMBA)**
12. **APPROVAL OF THE MARCH 18, 2024 REGULAR ZONING MEETING MINUTES. (S.JORDAN, BANKS)**
13. **APPROVAL OF THE MARCH 18, 2024 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
14. **APPROVAL OF THE MARCH 19, 2024 SPECIAL COUNCIL MEETING MINUTES MEETING MINUTES. (S.JORDAN, BANKS)**

INTRODUCTION OF ORDINANCES

15. **ORDINANCE PROHIBITING BLOCKED RAILROAD CROSSINGS IN THE CITY OF JACKSON, MISSISSIPPI. (GRIZZELL)**
16. **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)

ADOPTION OF ORDINANCE

17. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATIONS OF DEPUTY 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. (MARTIN, LUMUMBA)**

REGULAR AGENDA

18. **CLAIMS (MALEMBEKA, LUMUMBA)**
19. **PAYROLL (MALEMBEKA, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ORDER AMENDMENT TO THE (60) MONTH RENTAL AGREEMENT WITH PITNEY BOWES, INC. TO ADD A CELL CONNECTION DEVICE TO THE POSTAGE MACHINE USED BY THE DEPARTMENT OF ADMINISTRATION, TREASURY DIVISION. (MALEMBEKA, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC. (LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN (MOU) WITH SEROLOGICAL RESEARCH INSTITUTE (SERI) FOR SEXUAL ASSAULT TESTING. (WADE, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ORDER FORM AND SERVICE AGREEMENT WITH LEADS ONLINE. (WADE, LUMUMBA)**
24. **ORDER AUTHORIZING CHIEF JOSEPH WADE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH HINDS BEHAVIORAL HEALTH SERVICES, JACKSON HMA LLC DBA MERIT HEALTH CENTRAL HOSPITAL, UNIVERSITY OF MISSISSIPPI MEDICAL CENTER, BRENTWOOD BEHAVIORAL HEALTHCARE OF MISSISSIPPI, CITY OF BYRAM ON BEHALF OF BYRAM POLICE DEPARTMENT, HINDS COUNTY MISSISSIPPI ON BEHALF OF THE HINDS COUNTY SHERIFF’S DEPARTMENT, AMERICAN MEDICAL RESPONSE (AMR), THE NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI MISSISSIPPI) CONCERNING THE HINDS COUNTY CRISIS INTERVENTION TEAM AND SINGLE POINT OF ENTRY FOR**

PERSONS IDENTIFIED BY THE CRISIS INTERVENTION TEAM OFFICER AND HINDS COUNTY MOBILE CRISIS RESPONSE TEAMS AS NEEDING MENTAL HEALTH EVALUATION, TREATMENT AND STABILIZATION SERVICES. (WADE, LUMUMBA)

25. **ORDER REVISING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET FOR THE CITY OF JACKSON POLICE DEPARTMENT. (WADE, LUMUMBA)**
26. **ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER A NON-OPERATIONAL 1999 FERRARA INFERNO PUMPER VEHICLE TO THE MISSISSIPPI DEPARTMENT OF CORRECTIONS - CENTRAL MISSISSIPPI CORRECTIONAL FACILITY. (OWENS, LUMUMBA)**
27. **ORDER APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH SUNBELT FIRE INC TO PERFORM REQUIRED SELF-CONTAINED BREATHING APPARATUS FIT TESTING FOR THE JACKSON FIRE DEPARTMENT. (OWENS, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SUPPORT RENEWAL NOTICE WITH RICOH USA, INC. FOR A ONE-YEAR LICENSE FOR THE WEBCRD DIGITAL WORKFLOW SOLUTION AND SOFTWARE MAINTENANCE AGREEMENT TO BE USED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY, OFFICE OF PUBLICATIONS. (REID, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF FINANCE AND ADMINISTRATION TO ISSUE FUNDS ALLOCATED TO THALIA MARA HALL IN THE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS FOR RENOVATIONS AND UPGRADES TO THALIA MARA HALL. (SCOTT, LUMUMBA)**
30. **ORDER REVISING THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES 2023-2024 FISCAL YEAR BUDGET. (SCOTT, LUMUMBA)**
31. **ORDER APPROVING YEARLY MEMBERSHIP RENEWAL AND AUTHORIZING PAYMENT TO SPECIES 360 FOR CONTINUED USE OF ITS ZOOLOGICAL INFORMATION MANAGEMENT SOFTWARE FOR THE JACKSON ZOO. (MUHAMMAD, LUMUMBA)**
32. **ORDER REQUESTING APPROVAL OF FUTURE SERVICES FROM AND PAYMENTS TO MCMILLIAN IRRIGATION LLC FOR THE PROVISION OF IRRIGATION INSTALLATION SERVICES FOR RAIN BIRD INTEGRATED CONTROL EQUIPMENT THAT HAS ALREADY BEEN PURCHASED BY THE PARKS & RECREATION DEPARTMENT. (MUHAMMAD, LUMUMBA)**
33. **ORDER REQUESTING APPROVAL OF PROFESSIONAL SERVICES FROM AND PAYMENTS TO FACILITY SERVICES AND REMODELING LLC FOR POOL CLEANING AND RELATED MAINTENANCE SERVICES FOR GROVE PARK POOL, TERRY ROAD POOL, VA LEGION POOL, AND VINE STREET POOL. (MUHAMMAD, LUMUMBA)**

34. **ORDER REQUESTING APPROVAL OF PROFESSIONAL ENTERTAINMENT SERVICES AND PAYMENT TO DJ KOOL LAID ENTERTAINMENT FOR THE FLIPPING OUT TUMBLING EVENT BEING HELD ON SATURDAY, APRIL 20, 2024, AT THALIA MARA HALL. (MUHAMMAD, LUMUMBA)**
35. **ORDER REQUESTING APPROVAL AND PAYMENT FOR FUTURE PROFESSIONAL SERVICES TO XTREME JUMPERS LLC FOR ENTERTAINMENT SERVICES TO BE PROVIDED AT THE SUMMER FUN DAY EVENT ON JULY 19, 2024, AT GROVE PARK COMMUNITY CENTER. (MUHAMMAD, LUMUMBA)**
36. **ORDER REQUESTING APPROVAL AND PAYMENT FOR FUTURE PROFESSIONAL ENTERTAINMENT SERVICES TO XTREME JUMPERS LLC AND TO PARTYTYME EVENT SERVICE INC FOR SERVICES THAT WILL BE PERFORMED AT THE ANNUAL FIREWORKS EXTRAVANGANZA BEING HELD ON WEDNESDAY, JULY 3, 2024, AT SMITH WILLS STADIUM. (MUHAMMAD, LUMUMBA)**
37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF THE LIMITED REPAIR PROGRAM IN THE DEPARTMENT OF PLANNING. (WARD 6) (KEETON, LUMUMBA)**
38. **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC. (KEETON, LUMUMBA)**
39. **ORDER AUTHORIZING THE HINDS COUNTY HUMAN RESOURCE AGENCY TO REPAIR ROOFS ON BUILDINGS THAT HOUSE THE AGENCY'S HEAD START PROGRAM. (KEETON, LUMUMBA)**
40. **ORDER DECLARING PARCEL 824-548 AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO CURTIS NICHOLS. (KEETON, LUMUMBA)**
41. **RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) TITLE VI DISCRIMINATION POLICY. (KEETON, LUMUMBA)**
42. **ORDER ACCEPTING THE OFFER OF JUST COMPENSATION FROM THE CITY OF BYRAM, MISSISSIPPI FOR TEMPORARY CONSTRUCTION EASEMENTS AND A PERMANENT EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT OF SAID EASEMENT TO THE CITY OF BYRAM. (WRIGHT, LUMUMBA)**
43. **ORDER RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH HESM&A CONSULTING ENGINEERS, A MISSISSIPPI CORPORATION, TO DESIGN THE REPLACEMENT TO THE EXISTING HVAC SYSTEMS FOR THE MEDGAR EVERS LIBRARY**

EMERGENCY REPLACEMENT AND REPAIRS. (WRIGHT, LUMUMBA)

44. **ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI STATE UNIVERSITY EXTENSION SERVICE FOR COMMERCIAL PESTICIDE APPLICATOR RECERTIFICATION TRAINING. (WRIGHT, LUMUMBA)**
45. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE BEASLEY ROAD AND SHAW ROAD BRIDGE REPLACEMENT PROJECT. (WRIGHT, LUMUMBA)**
46. **ORDER AUTHORIZING SP PLUS CORPORATION TO DISPOSE OF PARKING METERS BEING REPLACED THROUGH THE PARKING METER MANAGEMENT PROGRAM AND AUTHORIZING ALL REVENUE FROM THEIR DISPOSAL TO BE APPLIED TO THE COST OF REMOVAL OF THE EXISTING METERS AND THE ASSOCIATED REPAIR OF SIDEWALKS. (WRIGHT, LUMUMBA)**
47. **ORDER RATIFYING PROCUREMENT OF EQUIPMENT, REPAIRS, AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENT TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS. (WRIGHT, LUMUMBA)**
48. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE 48 INCH WATER LINE PROJECT. (WRIGHT, LUMUMBA)**
49. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC. FOR THE SMALLWOOD STREET AND ALYCE STREET BRIDGE REPLACEMENT PROJECT. (WRIGHT, LUMUMBA)**
50. **ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS. (WRIGHT, LUMUMBA)**
51. **ORDER ACCEPTING THE QUOTE OF JACKSON BLUEPRINT & SUPPLY, INC. FOR SCANNING SERVICES AND AUTHORIZING PAYMENT. (WRIGHT, LUMUMBA)**
52. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN FY2024 JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS. (WRIGHT, LUMUMBA)**
53. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF DICKERSON & BOWEN, INC., FOR CONSTRUCTION OF THE STREET RESURFACING PROJECT PHASE 1A. (WRIGHT, LUMUMBA)**
54. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AGREEMENT WITH WHEELDESTRIAN LIMITED LIABILITY COMPANY FOR THE PURCHASE OF A WHEELDESTRIAN**

PEDESTRIAN CROSSING SAFETY SYSTEM DEMONSTRATION UNIT. (WRIGHT, LUMUMBA)

55. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INSURANCE SERVICES AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND FISHER BROWN BOTTRELL INSURANCE AGENCY. (MARTIN, LUMUMBA)**
56. **ORDER AUTHORIZING THE CITY OF JACKSON TO RATIFY SERVICES PROVIDED BY GET-COMM FOR THE INSTALLATION OF CABLE FOR THE OFFICE OF THE CLERK OF COUNCIL. (S.JORDAN, BANKS)**
57. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE SOUTH JACKSON PARADE AND FESTIVAL. (GRIZZELL)**
58. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IMPLEMENTING A SALARY INCREASE FOR THE JACKSON POLICE DEPARTMENT PAYING THE POLICE OFFICERS HIGHER THAN ANY OTHER POLICE AGENCY IN THE REGION. (STOKES)**

DISCUSSION

59. **DISCUSSION: MASS SHOOTINGS (STOKES)**
60. **DISCUSSION: INDUSTRIAL DRIVE (STOKES)**
61. **DISCUSSION: ENGAGEMENT LETTER (BANKS)**
62. **DISCUSSION: DEBT SERVICE AND ARPA SPENDING UPDATE (BANKS)**
63. **DISCUSSION: STRAY DOGS/ANIMAL CONTROL AND GARBAGE RATES (LEE)**
64. **DISCUSSION: TREES AND PINE BEETLE INFESTATION (HARTLEY)**
65. **DISCUSSION: STREET SIGNS, STREET MARKERS AND TRAFFIC SIGNS (HARTLEY)**
66. **DISCUSSION: OUTSOURCING PUBLIC WORKS MANAGEMENT TO LOCAL ENGINEERING FIRM (FOOTE)**
67. **DISCUSSION: PENDING LITIGATION (D.MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

68. **MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Consent

Agenda

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RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MAY 23, 2023 IN CASE NUMBER CE-22-1011

WHEREAS, an administrative hearing was held on February 7, 2023, 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 May 23, 2023, 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

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 case:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON DECEMBER 19, 2023								
CE-22-1011	THOMPSON, JACOBI 1741 FLORENCE AVE JACKSON, MS 39204	1623 BARRETT AVE/ 39204/ WARD 5	162-281	\$3,435.00	\$343.00	\$750.00	\$4,532.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPEORTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.
GRAND TOTAL							\$4,532.00	

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel 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 lien 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).

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/20/2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.	
2.	Public Policy Initiative 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	N/A	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.	
5.	Schedule (beginning date)	Following scheduled City Council date	
	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	\$0	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/26/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment as a lien against the parcel to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.

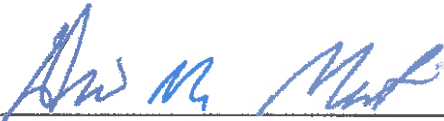
Office of the City Attorney

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
3/15/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MAY 23, 2023 IN CASE NUMBER CE-22-1011 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/20/24

Date

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OFFICE OF THE CITY ATTORNEY
[Signature]
 3/15/24

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCEL CLEANED PURSUANT TO THE RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON APRIL 11, 2023 IN CASE NUMBER CE-21-1889

WHEREAS, an administrative hearing was held on November 22, 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 April 11, 2023 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

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 case:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON DECEMBER 8, 2023								
CE-21-1889	BELL TERESA 750 PRIMOS AVE JACKSON, MS 39209	750 PRIMOS/ 39209/ WARD 5	304-228	\$6,600.00	\$680.00	\$500.00	\$7,760.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPEQRTY IS CLEAR AN FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.
GRAND TOTAL							\$7,760.00	

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel 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 lien 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).

Consent Agenda Item # **4**
 April 9, 2024

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/23/2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.	
2.	Public Policy Initiative 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	N/A	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.	
5.	Schedule (beginning date)	Following scheduled City Council date	
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	\$0	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 2/23/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment and lien against the parcel to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.

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
3/20/24

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON APRIL 11, 2023 IN CASE NUMBER CE-21-1889** is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

Kristie Metcalfe

3/20/24

Date

5

OFFICE OF THE CLERK
 APR 10 2024
 H

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MAY 23, 2023 IN CASE NUMBER CE-22-463

WHEREAS, an administrative hearing was held on February 07, 2023, 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 May 23, 2023, 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

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 case:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON FEBRUARY 27, 2024								
Case No.	Property Owner	Address	Parcel ID	Cost	Penalty	Total	Notes	
CE-22-463	DAWSON RUBY S 8147 S INGLESIDE CHICAGO IL 60619	2280 DECATUR ST/ 89212/ WARD 3	104-155	\$5,825.00	\$582.00	\$750.00	\$7,157.00	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.
						GRAND TOTAL:	\$7,157.00	

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel 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 lien 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).

IT IS FURTHER RESOLVED that the tax collector shall sell the parcel to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/20/2024
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.			
2.	Public Policy Initiative 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	N/A			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.			
5.	Schedule (beginning date)	Following scheduled City Council date			
	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	\$0			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	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: Chloe Dotson, Director
Department of Planning and Development

Date: 2/26/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment as a lien against the parcel to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.

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
3/15/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MAY 23, 2023 IN CASE NUMBER CE-22-463 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/20/24

Date

6

OFFICE OF THE CITY ATTORNEY
 KAC
 3/15/24

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 29, 2023 IN CASE NUMBER CE-21-1768

WHEREAS, an administrative hearing was held on July 06, 2023, 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 29, 2023, 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

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 case:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON FEBRUARY 13, 2024							
Case No.	Property Owner	Address	Parcel ID	Assessed Cost	Penalty	Interest	Total
CE-21-1768	KEARY LORJA PO BOX 7421 JACKSON, MS 39282	217 SYKES RD/39212/ WARD 6	626-116-1	\$6,250.00	\$625.00	\$500.00	\$7,375.00
							BOARD TOTAL: \$7,375.00

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel 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 lien 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).

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/20/2024
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.			
2.	Public Policy Initiative 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	N/A			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.			
5.	Schedule (beginning date)	Following scheduled City Council date			
	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	\$0			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	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: Chloe Dotson, Director
Department of Planning and Development

Date: 2/26/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment as a lien against the parcel to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.

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
3/15/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 29, 2023 IN CASE NUMBER CE-21-1768 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



3/20/24

Date

7

OFFICE OF THE CITY CLERK
 APR 10 2024

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCEL CLEANED PURSUANT TO THE RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MARCH 14, 2023 IN CASE NUMBER CE-22-2059

WHEREAS, an administrative hearing was held on December 6, 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 March 14, 2023, 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

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 case:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON DECEMBER 18, 2023								
CASE NUMBER	PROPERTY	ADDRESS	PARCEL ID	AMOUNT	AMOUNT	AMOUNT	AMOUNT	DESCRIPTION
CE-22-2059	POPE MAURICE 3403 BAILEY AVE JACKSON MS 39203	3403 BAILEY AVE / S9203/WARD 3	422-280	\$4,888.00	\$488.00	\$500.00	\$5,877.00	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.
GRAND TOTAL							\$5,877.00	

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel 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 lien 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).

IT IS FURTHER RESOLVED that the tax collector shall sell the parcel to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/23/2024
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.			
2.	Public Policy Initiative 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	N/A			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.			
5.	Schedule (beginning date)	Following scheduled City Council date			
	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	\$0			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	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: Chloe Dotson, Director
Department of Planning and Development

Date: 2/23/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment as a lien against the parcels to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.

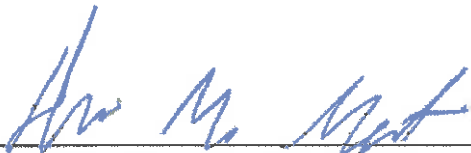
Office of the City Attorney

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
JPM 3/15/24

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON MARCH 14, 2023 IN CASE NUMBER CE-22-2059** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/20/24

Date

8

OFFICE OF THE CITY ATTORNEY
 [Signature]
 3/5/24

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON NOVEMBER 22, 2022 IN CASE NUMBER CE-21-1873

WHEREAS, an administrative hearing was held on September 27, 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 November 22, 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

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 case:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON JANUARY 02, 2024								
Case No.	Property Owner	Address	Parcel ID	Assessed Cost	Penalty	Total	Description	
CE-21-1873	PINKSTON LAEL D & WILLIE R 5605 WOOD ROSE TER/JACKSON MS 39209	5605 WOOD ROSE TER/ 39209/ WARD 2	811-36	\$5,000.00	\$500.00	\$750.00	\$6,250.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.
GRAND TOTAL						\$6,250.00		

IT IS FURTHER RESOLVED that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel 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 lien 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).

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/20/2024
DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.	
2.	Public Policy Initiative 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	N/A	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.	
5.	Schedule (beginning date)	Following scheduled City Council date	
	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	\$0	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	EBO participation	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 _____	



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/26/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against a parcel cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessment as a lien against the parcel to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcel.

Your consideration in this matter is appreciated.

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
3/20/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON NOVEMBER 22, 2022 IN CASE NUMBER CE-21-1873 is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

Kristie Metcalfe

3/20/24

Date

9

OFFICE OF THE CITY ATTORNEY
Handwritten signature and date: 9/9/24

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 27, 2022 IN CASE NUMBER CE-21-745

WHEREAS, administrative hearing was held on August 30, 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 September 27, 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

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 NOVEMBER 21, 2023								
Case No.	Address	Parcel No.	Assessed Value	Penalty	Costs	Total	Description of Work	
CE-21-745	MARSHALL AVE 6444 LYNDON B JOHNSON JACKSON MS 39213	6444 LYNSON B JOHNSON / 39213 / WARD 2	802-27	\$5,400.00	\$540.00	\$1,000.00	\$6,940.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPERITY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.
						TOTAL	\$6,940.00	

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).

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/22/2024
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.
2.	Public Policy Initiative 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	N/A
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.
5.	Schedule (beginning date)	Following scheduled City Council date
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	\$0
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	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 _____



Memo

To: Chokwe Lumumba, Mayor

**From: Jhai Keeton, Interim Director
Department of Planning and Development**

Date: 4/3/2024

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels to be enrolled in the office of the Hinds County Chancery Clerk. Therefore, we request that you declare that the cost and penalty shall be collected as an assessment against the attached parcels.

Your consideration in this matter is appreciated.

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

REC-100
12/11/24
3/19/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON SEPTEMBER 27, 2022 IN CASE NUMBER CE-21-745 is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin 4/1/24
Drew Martin, City Attorney Date
Kristie Metcalfe, Deputy City Attorney *Kristie Metcalfe*

10

OFFICE OF THE CITY ATTORNEY
DLC
4/9/24

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-22-2523 LOCATED AT 4309 OFFICER THOMAS CATCHINGS DR PARCEL #306-129 – \$5,888.00 – WARD 4

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 March 21, 2023 for case #CE-22-2523 located at 4309 Officer Thomas Catchings Dr. Parcel #306-129 in Ward 4 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 4309 Officer Thomas Catchings Dr. 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 of \$5,888.00; 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 4309 Officer Thomas Catchings Dr. in an amount not to exceed \$5,888.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Drive Jackson, MS 39096, 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 4309 Officer Thomas Catchings Dr. deemed to be a menace to public health, safety, and welfare.

Consent Agenda Item # 10
April 9, 2024
(Keeton, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,888.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/06/2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 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.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 4	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$5,888.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: 4/3/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking CO., Inc. for to demolish the structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case # CE-22-2523

Thank you for your prompt consideration in this matter.

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
2/12/14

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING, 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-22-2523 LOCATED 4309 OFFICER THOMAS CATCHINGS DR PARCEL #306-129 - \$5,888.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

2/12/14

Date

1 1

OFFICE OF THE CITY CLERK
KML 2/9/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE 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-22-313 LOCATED 1622 VALLEY ST. PARCEL #161-43 – \$3,500.00 – WARD 5 (DOTSON, LUMUMBA)

WHEREAS, on January 3, 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 October 25, 2022, for Case #CE-22-313 located at 1622 Valley St. Parcel #161-43 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 project located at 1622 Valley St, and

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

WHEREAS, Quality Landscape and Lawn Maintenance Inc. submitted the next lowest bid of \$3,500.00; 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, Quality Landscape and Lawn Maintenance Inc. through its representative, Quinton Kelly, has agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 1622 Valley St. in an amount not to exceed \$3,500.00; and

WHEREAS, Quality Landscape and Lawn Maintenance Inc. has a principal office located at 133 Park Circle, Jackson, Mississippi 39212, 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 Quality Landscape & Lawn Maintenance Inc., upon receipt of a written Notice to Proceed, to cut

Consent Agenda Item #
April 9, 2024
(Keeton, Lumumba)

vegetation and remedy conditions on the property located at 1622 Valley St. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$3,500.00 shall be paid to Quality Landscape and Lawn Maintenance upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/12/24
DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.																														
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3.	Who will be affected	All City of Jackson residents.																														
4.	Benefits	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.																														
5.	Schedule (beginning date)	To be determined pending execution of contract.																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	WARD 5																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																														
8.	COST	\$3,500.00																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444-70-6447)																														
10.	EBO participation	<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
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AABE	_____ %	WAIVER	yes	no	N/A																											
WBE	_____ %	WAIVER	yes	no	N/A																											
HBE	_____ %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: 4/3/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Quality Landscape And Lawn Maintenance Inc., for to cut grass and weeds: and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-22-313.

Thank you for your prompt consideration in this matter.

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

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE 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-22-313 LOCATED 1622 VALLEY ST. PARCEL #161-43 - \$3,500.00 - WARD 5 (DOTSON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/1/24

Date

12

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, MARCH 18, 2024 2:30 P.M.**

1114

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on March 18, 2024, being the third Monday 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, Council Vice President, Ward 2 (via teleconference); Ashby Foote, Ward 1; Brian Grizzell, Ward 4 (via teleconference); Vernon Hartley, Ward 5 (via teleconference) and Virgi Lindsay, Ward 7. Directors: Shanekia Mosley-Jordan, Clerk of Council; Denise Fortner, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Kristie Metcalfe, Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

* * * * *

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

* * * * *

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4232, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Banks requested that the Clerk read the Order:

ORDER DENYING ROBINSON INDUSTRIES, INC. A REZONING FROM I-1 (LIGHT) INDUSTRIAL DISTRICT TO R-5 (MULTI-FAMILY) RESIDENTIAL DISTRICT, PEDESTRIAN ORIENTED FOR THE PROPERTY LOCATED AT 5420 LYNCH ST. EXT. (PARCEL 825-483) TO ALLOW FOR A MULTIFAMILY RESIDENTIAL DEVELOPMENT, CASE NO. 4232.

WHEREAS, Robinson Industries, Inc. has filed a petition to rezone the property located at 5420 Lynch St. Ext. (Parcel 825-483), in the City of Jackson, First Judicial District of Hinds County, Mississippi from I-1 (Light) Industrial District to R-5 (Multi-family) Residential District to allow for a multifamily residential development; and

WHEREAS, the Jackson City Council on January 22, 2024, remanded the Case to the Planning Board to allow for discussions between the applicant, the residents and the leaders of the Westhaven Community, regarding the requested rezoning and the plans for the subject property; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing on February 28, 2024, has recommended denial of the request to rezone the property from I-1 (Light) Industrial District to R-5 (Multi-family) Residential District to allow for a multifamily residential development; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, March 18, 2024 to consider said change based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on October 26, 2023 and November 9, 2023 that a hearing had been held by the Jackson City Planning Board on February 28, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board recommended the denial of the rezoning of the above described

property from I-1 (Light) Industrial District to R-5 (Multi-family) Residential District to allow for a multifamily residential development; and

WHEREAS, the Jackson City Council after having considered the matter, is of the opinion that such changes would not be in keeping with sound land use practice and to the best interest of the City and that there has not been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is not a public need for additional property in that area zoned in accordance with the request in said application since any previous City Council action.

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

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particularly described as follows:

TRACT I: A parcel of land situated in the West half of the Southwest Quarter of Section 2, Township 5 North, Range 1 West and also part of Lot 1 5, Westhaven Subdivision according to a map or plat on file and of record in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson, in plat Book B at Page 71, and being more particularly described as follows:

Commence at the Southeast Corner of Lot 10, Westside Industrial Heights according to a map or plat on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 18 at Page 19 and from said point run Easterly along the North line of Lynch Street and on the Easterly extension of the South line of said Westside Industrial Heights, for a distance of 161.68 feet to the East line of Peach Place; continue thence Easterly along the North line of Lynch Street on an extension of the last mentioned course, for a distance of 100 feet; turn thence to the right through an angle of 00 degrees 37 minutes and continue Easterly along the North line of Lynch Street, parallel with the 30 feet North of the centerline thereof, for the distance of 100 feet; turn thence to the right through an angle of 2 degrees 03 minutes and continue Easterly along the North line of Lynch Street; 30 feet North of and parallel with the centerline thereof, for a distance of 100 feet; turn thence to the left through an angle of 80 degrees 54 minutes and run Northerly and parallel with the East line of Peach Place for a distance of 200 feet; turn thence to the left through an angle of 99 degrees 29 minutes and run Westerly and parallel with the North line of Lynch Street for a distance of 100 feet; turn thence to the left through an angle of 80 degrees 31 minutes and run Southerly 200 feet to the point of beginning.

TRACT II: A parcel situated in the West Half of the Southwest Quarter of Section 2, Township 5 North, range 1 West, Hinds County, Mississippi, and also a part of Lot 15 Westhaven Subdivision according to a map or plat on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book B at Page 71 and being more particularly described as follows:

Commence at the Southeast Comer of Lot 10 Westside Industrial Heights according to a map or plat on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 18 at Page 1 9, and from said point run Easterly along the North line of Lynch Street and on the Easterly extension of the South line of said Westside Industrial Heights for the distance of 161.68 feet to the East line of Peach Place; continue thence Easterly along the North line of Lynch Street on an extension of the last mentioned course, for a distance of 10 feet; turn thence to the right through an angle of 00 degrees 37 minutes and continue Easterly along the North line of Lynch Street, parallel with and 30 feet North of the centerline thereof, for a distance of 100 feet; turn thence to the right through an angle of 2 degrees 03 minutes and continue Easterly along the North line of lynch Street, 30 feet North of an parallel with the centerline thereof for a distance of 100 feet; turn thence to the right through an angle of 00 degrees 23 minutes and run Easterly along the North line of Lynch Street, 30 feet North of and parallel with the centerline thereof, fort a distance of 100 feet to the point of beginning, thence turn right through an angel of 00 degrees 33 minutes and run Easterly 100.0 feet; turn thence to the left through an angle of 80 degrees 54 minutes and run Northerly for a distance of 400 feet; turn thence to the left through an angle of 99 degrees 29 minutes and run Westerly

for a distance of 200 feet, turn thence to the left through an angle of 80 degrees 31 minutes and run Southerly 200 feet; thence left 99 degrees 29 minutes and run Easterly 100.0 feet; thence turn right 99 degrees 29 minutes and run Southerly 200.0 feet to the point of beginning.

is hereby denied the petitioned rezoning of the of the property located at 5420 Lynch St. Ext. (Parcel 825-483) from I-1 (Light) Industrial District to R-5 (Multi-family) Residential District to allow for a multifamily residential development.

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

President Banks recognized **Seymour Bell Jr., President of Westside Civic Club**, who spoke in opposition of a rezoning from I-1 (Light) Industrial District to R-5 (Multi-family) Residential District to allow for a multi-family residential development.

There was no was no representation from the Applicant.

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

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

Note: Council Member Grizzell joined the meeting during the discussion via teleconference.

* * * * *

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4243 including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Banks requested that the Clerk read the Order:

ORDINANCE GRANTING HOMEWOOD COMPANY, LLC A REZONING FROM R-7 (MOBILE HOME PARK) RESIDENTIAL DISTRICT TO C-3 (GENERAL) COMMERCIAL DISTRICT TO ALLOW FOR THE CONSTRUCTION OF SELF-STORAGE FACILITY WITH A VARIANCE OF UP TO TEN (10) FEET FROM THE REQUIRED TWENTY-FIVE (25) FEET SETBACKS FOR THE REAR AND SIDE YARD FOR COMMERCIAL PROPERTIES THAT ADJOIN RESIDENTIALLY ZONED PROPERTIES FOR THE PROPERTY LOCATED AT 5330 N STATE ST (PARCEL 500-1000), CASE NO. 4243.

WHEREAS, Homewood Company, LLC has filed a petition to rezone the property located at 5330 N State St in the City of Jackson, First Judicial District of Hinds County, Mississippi from R-7 Mobile Home Park Residential District to C-3 (General) Commercial District to allow for the construction of self-storage facility with a Variance of up to ten (10) feet from the required twenty-five (25) feet setbacks for the rear and side yard for commercial properties that adjoin residentially zoned properties; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the property from R-7 Mobile Home Park Residential District to C-3 (General) Commercial District to allow for the construction of self-storage facility with a Variance of up to ten (10) feet from the required twenty-five (25) feet setbacks for the rear and side yard for commercial properties that adjoin residentially zoned properties; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, March 18, 2024

to consider said change based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on February 8, 2024 and February 22, 2024 that a hearing had been held by the Jackson City Planning Board on February 28, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board has offered the recommendation to rezone the above described property from R-7 Mobile Home Park Residential District to C-3 (General) Commercial District to allow for the construction of self-storage facility with a Variance of up to ten (10) feet from the required twenty-five (25) feet setbacks for the rear and side yard for commercial properties that adjoin residentially zoned properties; and

WHEREAS, the Jackson City Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is a public need for additional property in that area zoned in accordance with the request in said application since any previous City Council action; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that the granting of the Variance will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar lands, structures or buildings in the same district within the existing C-3 (General) Commercial District of the City of Jackson.

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

SECTION 1 That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particularly described as follows:

A certain parcel of land lying and being situated in the South ½ of Section 11, Township 6 North, Range I East, City of Jackson, Hinds County, Mississippi and being more particularly described as follows:

Beginning at the intersection of the South line of aforementioned Section 11 with the Eastern right-of-way of North State Street and run North 27 degrees 57 minutes 10 seconds East along the said Eastern right-of-way 406.45 feet; thence leaving said Eastern line run South 63 degrees 21 minutes 34 seconds East 383.44 feet; thence South 25 degrees 07 minutes 35 seconds West 214.12 feet; thence North 89 degrees 07 minutes 27 seconds West along said South line of Section 11 a distance of 442.39 feet to the Point of Beginning, containing 2.8 acres, more or less.

is hereby modified so as to approve the rezoning of the property located at 5330 N State Street (Parcel 500-1000) from R-7 Mobile Home Park Residential District to C-3 (General) Commercial District with a Variance of up to ten (10) feet from the required twenty-five (25) feet setbacks for the rear and side yard for commercial properties that adjoin residentially zoned properties. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

SECTION 2. That the cost of publication of this Ordinance shall be borne by the petitioner.

SECTION 3. That this Ordinance shall be effective thirty (30) days after its passage and after publication of same by the petitioner.

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

President Banks recognized **Justin Peterson, Representative for the Applicant**, who spoke in favor of a rezoning from R-7 Mobile Home Park Residential District to C-3 (General) Commercial District to allow for the construction of self-storage facility with a Variance of up to ten (10) feet

from the required twenty-five (25) feet setbacks for the rear and side yard for commercial properties that adjoin residentially zoned properties.

There was no opposition from the public.

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

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

There came on for consideration: Agenda Item No. III, Case No. 4244:

President Banks recognized Zoning Administrator **Ester Ainsworth**, who stated said item’s recommendation of the planning board was appealed by a party of record and will be brought back to Council during the April Zoning Council Meeting.

Note: Council Member Hartley left the meeting

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4247, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Banks requested that the Clerk read the Order:

ORDER GRANTING ROBERT M. MCGINNIS A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMUNITY RECREATIONAL CENTER WITHIN A C-2 (LIMITED) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 4465 I-55 NORTH (PARCEL: 437-298) – STE. 102 C, CASE NO. 4247.

WHEREAS, Robert M. McGinnis has filed a petition for a Use Permit to allow for a community recreational center within a C-2 (Limited) Commercial District for the property located at 4465 I-55 North (Parcel: 437-298) – Ste. 102 C in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for a community recreational center within a C-2 (Limited) Commercial District for the property located at 4465 I-55 North (Parcel: 437-298) – Ste. 102 C; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, March 18, 2024 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on February 8, 2024 and February 22, 2024 that a hearing had been held by the Jackson City Planning Board on February 28, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing C-2 (Limited) Commercial District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses; would not be detrimental to the continued use, value, or development of properties in the vicinity and is in harmony with the Comprehensive Plan and that a Conditional Use Permit be granted to operate a community recreational center for the property located at 4465 I-55 North (Parcel: 437-298) – Ste. 102 C within the existing C-2 (Limited) Commercial District of the City of Jackson.

NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

Part of Lots 7 and 8 and part of closed Spruce Street of J.O. Trawick Estate Subdivision the map or plat of which is recorded in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 5, at Page 9, being situated in Section 24, Township 6 North, Range 1 East, Hinds County and described as follows:

Begin at an iron pin marking the intersection of. the South line of Spruce Street with the East line of St. Richards Drive; from said point of beginning run thence I South 89 degrees 56 minutes 24 seconds East along the South line of Spruce Street, a distance of 25.49 feet to an iron pin on the North line of Lot 8 of J.O. Trawick Estate Subdivision the map or plat of which is recorded in the Office of the Chancery Clerk of Hinds County, at Jackson, Mississippi in Plat Book 5, at Page 9; thence North 89 degrees 27 minutes 23 seconds East along the South line of said Spruce Street, a distance of 139.21 feet; thence North 0 degrees 05 minutes 33 seconds West, a distance of 24.82 feet to the center of a closed section of said Spruce Street; thence North 89 degrees 38 minutes 39 seconds East along the center of said closed section of Spruce Street, a distance of 204.06 feet to the present Westerly right-of-way line of Interstate Highway No. 55; thence Southerly along said Interstate Highway right-of- way line as follows: Southerly along an arc to the right having a radius of 3793.72 feet, a distance of 25.31 feet, said arc has a chord of South 9 degrees 54 minutes 15 seconds West, a distance of 25.31 feet l thence South 89 degrees 34 minutes 51 seconds West, a distance of 9.15 feet; thence Southerly along an arc to the right having a radius of 3784.72 feet, a distance of 57.08 feet, said arc has a chord of south 10 degrees 33 minutes 10 seconds West, a distance of 57.08 feet; thence South 50 degree 07 minutes 03 seconds East, a distance of 10.28 feet; thence Southerly along an arc to the right having a radius of 3793.72 feet, a distance of 146.6 feet, said arc has a chord of South 12 degrees 10 minutes 01 seconds West, a distance of 146.59 feet: thence Southerly along an arc to the right having a radius of 7613.44 feet, a distance of 76.78 feet, said arc has a chord of South 13 degrees 33 minutes 46 seconds West, a distance of 76.78 feet to the Northeasterly line of the Christ Lutheran Church property; thence North 56 degrees 24 minutes West along the Northeasterly line of the Christ Lutheran Church property, a distance of 416.56 feet to the Easterly line of St. Richards Drive; thence North 42 degrees 10 minutes East along the Easterly line of St. Richards Drive, a distance of 64.4 feet to the point of beginning, containing 69,294 square feet or 1.5908 acres; more or less.

be and is hereby modified so as to approve a Conditional Use Permit to operate a community recreational center within a C-2 (Limited) Commercial District for the property located at 4465 I-55 North (Parcel: 437-298) – Ste. 102 C. The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to Robert M. McGinnis, the owner/operator of the community recreational center, that subsequent owners or operators of a community recreational center at the location must apply for and receive a new Use Permit and that compliance with adopted property maintenance, building, fire law enforcement and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

There was no representative from the Applicant.

There was no opposition from the public.

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

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

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of said Agenda Item for text amendments, including all applicable ordinances, statuses.

President Banks requested that the Clerk read the Order:

ORDINANCE APPROVING AMENDMENTS TO THE TEXT OF THE OFFICIAL ZONING ORDINANCE OF THE CITY OF JACKSON MISSISSIPPI AND RESPECTIVELY ADOPTED ON MAY 29, 1974 WITH SUBSEQUENT AMENDMENTS IN ORDER TO PROVIDE FOR AND ESTABLISH MORE EFFECTIVE ZONING REGULATIONS FOR THE CITY OF JACKSON MISSISSIPPI.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MS:

That Article VII-A, Section 707.01-A for uses permitted in the C-4 Central Business District is hereby amended to read as follows:

The following uses are permitted provided they are established in accordance with the procedures and provisions of this Ordinance.

1. Arts, entertainment, and cultural facilities
2. Adult and Child Care/Commercial
3. General commercial and professional offices
4. Mixed Use buildings which contain offices, retail, restaurants, residential and related services
5. Churches and ancillary services
6. Conference/Convention center
7. Civic and Governmental uses including auditoriums and places of assembly
8. Finance, insurance and professional offices
9. Health/Fitness Club
10. Hotels
11. Museums, Art Galleries
12. Personal services
13. Pocket Parks, Plazas and Courtyards
14. Public Art subject to approval of the Arts Council of Greater Jackson
15. Residential Uses to include condominiums, cooperatives, multi-family, two -family attached and townhouses.
- 18. Restaurant (Fast Food & General)**
- 19. Multi-modal transportation facilities**
- 20. Wholesale and retail commercial**
- 21. Brewpubs**

➤ **That Article VII-A, Section 707.02-A for uses permitted as Use Permits in the C-4 Central Business District is hereby amended to read as follows:**

The following Use Permits are permitted provided they are established in accordance with the procedures and provisions of this Ordinance.

1. **Bar**
2. Commercial Communication Towers
3. Residential Uses including single-family detached and zero-lot line detached units
4. **Night Clubs**

5. Live/Work Units
6. Parking Garages
7. Warehouse and Distribution Facilities
8. Bail Bonding Businesses
9. Service Stations
10. Drive-in facilities for banks and restaurants
11. Commercial Car Washes
12. Motels
13. Liquor Store when located in a mixed use building and not in combination with a convenience type grocery store or service station
14. Gaming Casinos
15. Surface Parking Lots as principal use except on E. Capitol St. and that portion of W. Capitol Street on the east side of Gallatin St.
16. Small Craft Brewery
17. Distillery
18. **Vendor Park**

➤ **That Article X-A, Section 1003-A for uses permitted as Use Permits in the Special Use District (SUD) is hereby amended to read as follows:**

1. Animal Shelters
2. Commercial Communication Towers
3. Community Recreational Center
4. **Vendor Park**

➤ **That Article X-A, for regulations in the Special Use District (SUD) is hereby amended to read as follows:**

1005-A Vehicular Parking Regulations:

1. **Buildings in a Special Use District that is located within the boundaries of the Central Business District are exempt from off-street parking requirements. Parking requirements for other Special Use Districts shall be determined by the Site Plan Review Committee.**
2. **Parking lots shall be located in the rear or side yard of the principal building it serves, unless approved by the Site Plan Review Committee.**

1006-A Pre-Existing Conditions

1. **Minimum lot area, minimum yard requirements, lot coverage, distance between buildings and lot width measurements shall not be applicable upon existing and developed lots which do not meet such regulations at the date of adoption of this Section.**
2. **Existing buildings that do not conform to the provision of this Section may continue in use as they are until a substantial modification is requested, at which time the Site Plan Review Committee shall determine which of the provisions of this Section shall apply and to what extent such provisions shall apply.**
3. **The modification of existing buildings is permitted by right if such changes result in greater conformance with the specifications of this Section**

That this Ordinance shall be in force and effect thirty (30) days after passage and after publication of the same by the petitioner.

Council Member Lindsay moved adoption; Council Member Foote seconded.

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

Nays – None.

Absent – Hartley and Stokes

Cancelled Special Exceptions\Use Permits – No Action Required

(Ward 2) SE 3857 – LaKisha Archie – 6759 Abraham Lincoln Dr. - (Parcel 805-354)

- SE was granted to LaKisha Archie on Mar. 17, 2014 to operate a Residential Daycare Center within a R-1 (Single-family) Residential District.
- Cancellation was based upon the business no longer operating at location.

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certification of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE – 3290 Ward 2	Southern Consultants	5740 County Cork Rd.	Engineering Office	03/01/90
C– UP 4045 Ward 7	Viera & Gwendolyn Roseburgh	420 Meadowbrook Rd.	Community Recreational Center	03/18/19
SE – 4114 Ward 7	Jabaz Reeves	239 Ferguson Drive	Private Kennel	03/01/21

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

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

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

Nays – None.

Absent – Hartley and Stokes.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council Planning Session to be held at 4:00 p.m. on Monday, March 18, 2024. At 3:26 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____,
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

13

**SPECIAL MEETING OF THE CITY COUNCIL
MONDAY, MARCH 18, 2024 4:00 P.M.**

1123

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 12:30 p.m. on Thursday, March 7, 2024, in the Clerk's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: To hold a Planning Session to discuss the business to be considered at the following Special Council meeting, March 19, 2024 at 10:00 a.m. The meeting was convened in the Council Chambers located at 219 S. President Street at 4:00 p.m. on Monday, March 18, 2024 being the third Monday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, President, Ward 6; Angelique Lee, Vice President, Ward 2 (via teleconference); Ashby Foote, Ward 1; Brian Grizzell, Ward 4 (via teleconference) and Virgi Lindsay, Ward 7. Directors: Mayor Chokwe Antar Lumumba; Safiya Omari, Chief of Staff; Shanekia Jordan, Clerk of Council; Denise Fortner, Chief Deputy Chief Clerk of Council and Drew Martin, City Attorney.

Absent: Kenneth I. Stokes Ward 3 and Vernon Hartley, Ward 5.

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

President Banks recognized **Safiya Omari, Chief of Staff**, who provided a brief overview of Agenda Item No. 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."** at the request of **Council Member Lindsay**.

President Banks provided a brief overview of Agenda Item No. 6 **ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI TO PROHIBIT THE AWARD OF A SOLID WASTE CONTRACT TO RICHARD'S DISPOSAL INC.** at the request of **Council Member Lindsay**.

President Banks recognized **Cherre Miller, General Manager of Jackson Convention Complex**, who provided a brief overview of Agenda Item No.14 **ORDER AMENDING THE FISCAL YEAR 2023-2024 BUDGET OF THE CITY OF JACKSON TO PROVIDE FOR THE TRANSFER OF FUNDS TO THE CAPITAL CITY CONVENTION CENTER** at the request of **Council Member Lindsay**.

President Banks recognized **Vincent Grizzell, Assistant Chief of Police**, who provided a brief overview of Agenda Item No. 16 **ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$1,225.00 TO PSI SERVICES LLC FOR TESTING FEES ASSOCIATED WITH THE FEDERAL AVIATION ADMINISTRATION UNMANNED AIRCRAFT EXAMINATION OF OFFICERS** at the request of **Council Member Foote** and **Council Member Lindsay**.

President Banks recognized **Vincent Grizzell, Assistant Chief of Police**, who provided a brief overview of Agenda Item No. 18 **ORDER ACCEPTING THE BID OF KIRK AUTO WORLD, INC. TO PURCHASE 2022-2025 POLICE PURSUIT VEHICLES FOR TWELVE (12) MONTHS TO BE USED BY THE CITY OF JACKSON POLICE DEPARTMENT, (BID NO. 07100-020624)** at the request of **Council Member Foote**.

President Banks recognized **Reginald Jefferson, Deputy Director of Housing**, who provided a brief overview of Agenda Item No.27 **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF THE LIMITED REPAIR PROGRAM IN THE DEPARTMENT OF PLANNING** at the request of **Council Member Foote**.

President Banks recognized **Robert Lee, City Engineer**, who provided a brief overview of Agenda Item No. 31 **ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO OWNERS/GRANTORS TWIN SISTERS TRUST** at the request of **Council Member Foote**.

President Banks recognized **Robert Lee, City Engineer**, who provided a brief overview of Agenda Item No. 32 **ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR UNDERGROUND STORAGE TANK FEES ASSOCIATED WITH THE LICENSING AND REGULATION OF FOUR (4) UNDERGROUND STORAGE TANKS** at the request of **Council Member Foote**.

President Banks recognized **Joseph Wade, Chief of Police**, who provided a brief overview of Agenda Item No. 18 **ORDER ACCEPTING THE BID OF KIRK AUTO WORLD, INC. TO PURCHASE 2022-2025 POLICE PURSUIT VEHICLES FOR TWELVE (12) MONTHS TO BE USED BY THE CITY OF JACKSON POLICE DEPARTMENT, (BID NO. 07100-020624)** at the request of **Council Member Foote** and **Council Member Hartley**.

President Banks recognized **Robert Lee, City Engineer**, who provided a brief overview of Agenda Item No. 33 **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT** at the request of **Council Member Foote**.

President Banks recognized **Drew Martin, City Attorney**, who provided a brief overview of Agenda Item No. 34 **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD’S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS** at the request of **Council Member Lindsay**.

President Banks recognized **Drew Martin, City Attorney**, who provided a brief overview of Agenda Item No. 36 **ORDER AUTHORIZING THE PAYMENT OF ATTORNEY’S FEES ON BEHALF OF JACKSON POLICE OFFICER RAKASHA ADAMS, IN THE MATTER OF THE ESTATE OF CRYSTALLINE BARNES, DECEASED VS. THE CITY OF JACKSON, ALBERT TAYLOR, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, RAKASHA ADAMS, IN HER INDIVIDUAL CAPACITY; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:18-CV-644-CWR-LGI** at the request of **Council Member Lindsay**.

**SPECIAL MEETING OF THE CITY COUNCIL
MONDAY, MARCH 18, 2024 4:00 P.M.**

1125

President Banks recognized **Council Member Lindsay** who moved, seconded by **President Banks** to go into Closed Session to discuss pending litigation. The motion prevailed by the following vote:

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

President Banks announced to the public that the Council voted to go into Closed Session to discuss pending litigation.

During Closed Session, **Council Member Foote** moved and **President Banks** seconded to go into Executive Session to discuss pending litigation. The motion prevailed by the following vote:

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

President Banks announced that the Council voted to go into Executive Session to discuss pending litigation.

Council Member Lindsay moved, seconded by **Council Member Foote** to come out of Executive Session. The motion prevailed by the following vote:

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

Note- Vice President Lee left the meeting during Executive Session.

President Banks announced that the Council voted to come out of Executive Session and no action was taken.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council Meeting to be held at 10:00 a.m. on Tuesday, March 19, 2024 and at 5:10 p.m., the Council stood adjourned.

CLERK OF COUNCIL

_____,
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

14

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

1126

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

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

Absent: None.

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

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

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

The following were introduced during the meeting:

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

Note: Council Member Stokes joined the meeting.

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

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

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

Nays – None

Absent – Grizzell.

**Agenda Item No. _____
April 9, 2024
(S.Jordan, Banks)**

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

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

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

* * * * *

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

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

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

* * * * *

Note: Council Member Grizzell joined the meeting.

* * * * *

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

There came on for consideration Agenda Item No. 9:

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

* * * * *

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

There came on for consideration Agenda Item No. 14:

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

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

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

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

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

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

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

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

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

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

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

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

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

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



StorageMax -Downtown

304 South State Street • Jackson Mississippi • 39201

Phone: 601-352-3644 • Fax: 601-957-1046 • E-mail: smdt@stomax.com • Website: www.stomax.com

Contract #571

Date June 1, 2022

Passcode 20051978

OCCUPANT INFORMATION:

City of Jackson/ Planetarium Address 201 E. Pascagoula

City Jackson State Mississippi Zip 39201

Res. Phone 718-362-

7718

Cell Phone 718-362-7718 E-mail:

mikew@jacksonms.gov

Driver's License No. 800517129 State Mississippi Expiration Date

Employed By City of Jackson

Wk. Phone 601-960-

1537

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

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

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

Name: David Lewis Phone: 601-960-1537 Relation to Occupant:

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

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

Notes:

Charges due at time of Lease Signing:

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

Total move-in cost to Occupant \$872.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. OWNER'S LIEN RIGHTS: TO THE EXTENT NOT PROHIBITED BY MISSISSIPPI LAW, THE OWNER MAY HAVE A LIEN UPON ALL PERSONAL PROPERTY LOCATED AT THE FACILITY FOR RENT, LATE FEES, LABOR OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO SECTIONS 85-7-121 THROUGH 85-7-129 OF THE MISSISSIPPI CODE. PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT IF IT IS DETERMINED THAT THE OWNER HAS A LIEN FOR PERSONAL PROPERTY LOCATED AT THE FACILITY FOR RENT. IF ANY PROPERTY REMAINS UNSOLD, OWNER MAY THEN OTHERWISE DISPOSE OF SAID PROPERTY IN ANY MANNER CONSIDERED APPROPRIATE BY THE OWNER,

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

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

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

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

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

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

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

27. CLIMATE CONTROL: Owner may offer either climate controlled, humidity controlled, heated only or cooled only systems (or a combination of the above) at its facilities. Said spaces are maintained depending on outside temperature and humidity. These spaces do not provide constant internal temperature or humidity control. **Owner does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity.** Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. To the extent not prohibited by Mississippi law, the Occupant shall store their property within the Space solely at their own risk.

28. DAMAGE TO SPACE, FACILITY OR PREMISES: Should Occupant or its invitees or agents damage or depreciate the Space, or any area of the Facility or premises, then all costs necessary to restore the Space, Facility or premises to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Owner to deny Occupant access to the Space.

30. ABANDONED GOODS: In the absence of written notice to Owner to the contrary, if all property is removed from the Space and if the Occupant has failed to make his/her monthly payment before the due date, or if the Occupant has removed the lock from the Space, the Occupant shall be deemed to have abandoned the Space and all property which remains in the Space. Any personal property of Occupant which shall remain in or on the Space or at the Facility after the expiration or termination of the Agreement (other than termination of the Agreement while a default by Occupant exists) shall be considered abandoned at the option of Owner. This Agreement shall automatically terminate if the Occupant abandons the Space. Abandoned property may be sold, destroyed, or otherwise disposed of by Owner. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. There are No Rent Refunds for Partial-Month Occupancies.

31. RELEASE OF INFORMATION: Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies or courts.

32. TIME TO FILE SUIT: Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or employees within the statute of limitation set by Mississippi law that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.

35. CROSS-COLLATERALIZATION OF STORAGE SPACES: When Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.

37. WAIVER: No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

38. OCCUPANT'S LIABILITY: In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full to the extent not prohibited by Mississippi law. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.

39. STATE LAW TO APPLY: This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State where the Facility is located.

40. ACCESS TO SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER. Owner reserves the right to deny access to the Space and/or the Facility to all occupants due to federal, state, or local emergencies or due to inclement weather. Owner shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or Facility due to federal, state, or local emergencies or inclement weather.

41. CONDUCT: Occupant and Occupant's guests and invitees shall behave, conduct themselves, and communicate with Owner, Owner's employees and agents, and other occupants in a professional, businesslike manner while at the Facility. Abusive or harassing language or conduct by Occupant or Occupant's guests or invitees is a breach of this Agreement. If any provision of this paragraph is violated, Owner shall have the right to immediately terminate this Agreement (including denial of vehicle gate access

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

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

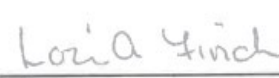
43. ELECTRONIC SIGNATURE: Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If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

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

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

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


Occupant


Lori A Finch for StorageMax -Downtown

StorageMax Downtown
304 South State St
Jackson, MS 39201



August 26, 2022

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

Notice of Rate Change

Dear City Of Jackson /Planetarium,

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

Your Account Status is as follows:

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

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

Features that we are proud to offer our customers:

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

Very truly yours,

Lori Finch
smdt@stomax.com

www.stomax.com

StorageMax Downtown
304 South State St
Jackson, MS 39201

Notice of Lien Enforcement

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

Notice Date January 4, 2024
Unit 02005

Dear City Of Jackson /Planetarium:

Your rent on the storage unit referenced above is past due and you owe total rent and other charges of **897.00**. In accordance with Mississippi law (MS Code § 85-7-121 through § 85-7-129) and your Rental Agreement, the Owner has statutory lien on all of the contents stored in the unit above. **The sum due is itemized as follows:**

Date	Description	Charge	Tax	Payment	Balance
10/01/2023	Rent	230.00	0.00	98.00	132.00
11/01/2023	Rent	230.00	0.00	0.00	230.00
12/01/2023	Rent	230.00	0.00	0.00	230.00
01/01/2024	Rent	230.00	0.00	0.00	230.00
01/04/2024	Lien Fee	75.00	0.00	0.00	75.00
Total Due					897.00

- willing to waive the \$75.00 lien fee -

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

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

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

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

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

smdt@stomax.com

Sincerely,

Manager
Lori Finch

StorageMax Downtown
304 South State St
Jackson, MS 39201

Notice of Lien Enforcement

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

Notice Date January 4, 2024
Unit 02005

Dear City Of Jackson /Planetarium:

Your rent on the storage unit referenced above is past due and you owe total rent and other charges of **897.00**. In accordance with Mississippi law (MS Code § 85-7-121 through § 85-7-129) and your Rental Agreement, the Owner has statutory lien on all of the contents stored in the unit above. . **The sum due is itemized as follows:**

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

897.00

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

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

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

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

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

smdt@stomax.com

Sincerely,

Manager
Lori Finch

An important message from StorageMax DOWNTOWN

StorageMax DOWNTOWN <smdt@stomax.com>

Thu 1/4/2024 10:31 AM

To: Mike Williams <mikew@cityjackson.ms.us>

Cc: Sondra Moncure <smoncure@cityjackson.ms.us>

📎 1 attachments (35 KB)

StorageMaxDowntown_AuctionScheduleNotice_02005_20240104_781.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.

Dear City Of Jackson /Planetarium,

Please see the attached file for an important message from StorageMax DOWNTOWN.

=====

StorageMax DOWNTOWN
304 South State St
Jackson, MS 39201

Notice of Lien Enforcement

Via verified mail or e-mail

City Of Jackson /Planetarium

c/o: Mike Williams

201 E. Pascagoula

Jackson MS 39201

Notice Date January 4, 2024

Unit 02005

Dear City Of Jackson /Planetarium:

Your rent on the storage unit referenced above is past due and you owe total rent and other charges of 897.00. In accordance with Mississippi law (MS Code § 85-7-121 through § 85-7-129) and your Rental Agreement, the Owner has statutory lien on all of the contents stored in the unit above. . The sum due is itemized as follows:

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

Total Due 897.00

<https://outlook.office365.com/mail/inbox/id/AAMkADhhMjg1NzczLWYxYmIiNGU1Ni04YWw1LlWE3NGExMzQ4Y2NjOQBGAAAAAAR60V06CVnSLu...> 1/2

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

1146

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

Owner hereby demands full payment of the total amount due, plus all additional charges incurred hereafter, by February 22, 2024 before 10:45 AM. Payment must be made by cash or money order. If full payment is not by this date, your personal property will be advertised for public or private sale and will be sold or otherwise disposed of at public auction through online bidding via https://linkprotect.cudasvc.com?url?a=https%3a%2f%2fwww.storageauctions.com&c=F.1.HFqsfUjlltdoVx00XT-nSyym8SDOhECtEb11XuGLXkXPaG3_tVseHj7h79j3RsfkozYP-MblWqoGG7L5irji4bS-s5htf-mbKo_EdoyE-iKu7ifswlj9X9i_iA_&typo=1 beginning no less than 10 days prior to auction end date, and ending on February 22, 2024 at 10:45 AM at which time a high bidder will be determined. If no person purchases the personal property at auction, it may be sold at a private sale or disposed of. Please note that partial payment of the amount due does not stop or delay the sale or disposition of the property. You may still be liable for any outstanding balance not satisfied by the proceeds of the public sale.

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

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

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

Sincerely,

Manager
Lori Finch

INVOICE

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

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

Amount Due \$3,122.00

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

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

Signature _____

AMOUNT ENCLOSED \$ _____

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

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

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

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

For inquiry, call (601) 352-3644

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Abstention– Stokes.

Absent – None.

* * * * *

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

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

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

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

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

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

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

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

Date	Items	Qty	Price	Total
05/18/2022	Beverages	100.00	\$.3300	\$33.00
05/18/2022	Picnic Lunches	60.00	\$3.5000	\$210.00
	Total Charges Due:		\$243.00	

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

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

Council Member Grizzell moved adoption; Council Member Lindsay seconded.
Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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

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

Nays – None.

Absent – None.

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

* * * * *

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

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

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

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

WHEREAS, both gymnasiums were filled to capacity; and

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None
Absent – None.

* * * * *

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

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

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

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

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

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

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

1158



Service is our best part!

Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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

PC - 1672
Wardlaw Hood Shop

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 8/16/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943322866518 Time: 10:23:08AM Delivery: Yes Salesperson: Simpson Submitter Name:
---	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2012 DODGE CHARGER, 3.6L V6 220CID 3804CC								
<input type="checkbox"/> Carquest Premium	19185S	STARTER-RMFD 1 EA CQSN	10647354	LIMITED LIFETIME REPLACEMENT	1	244.70	122.35	122.35
<input type="checkbox"/> Carquest Premium	19185S	Core_STARTER-RMFD 1 EA (	10854197		1		20.00	20.00

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



D2QH1GJQS14SL1BNJ1B11NDL41BR2

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

THANK YOU FOR YOUR BUSINESS!

1 of 1

Customer Copy



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Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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

TK - 622
Parks + Roe

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 7/31/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943321265762 Time: 11:08:07AM Delivery: Yes Salesperson: Simpson Submitter Name:
---	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2003 FORD F-250 SUPER DUTY, DON'T KNOW								
<input type="checkbox"/> Motorcraft	SP479X	SPARK PLUG 1 EA MTRCF	50001078		8	8.08	4.04	32.32
		Location: Store S09823	ETA: WILL CALL		Qty: 8	TO Store: S09943		
<input type="checkbox"/> Motorcraft	DG508	IGNITION COIL 1 EA MTRCF	5970028	2 YR REPLACEMENT IF DEFECTIVE	5	131.18	65.59	327.95
		Location: Store S05392	ETA: WILL CALL		Qty: 5	TO Store: S09943		
<input type="checkbox"/> Motorcraft	DG508	IGNITION COIL 1 EA MTRCF	5970028	2 YR REPLACEMENT IF DEFECTIVE	3	131.18	65.59	196.77
		Location: Store S09823	ETA: WILL CALL		Qty: 3	TO Store: S09943		

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



D2QGX1G3NQ14SL1BQQ1B11ND3H1B5L

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

THANK YOU FOR YOUR BUSINESS!

1 of 1

Customer Copy

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

1159



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Store 9943 114 E. McDowell Rd Jackson, MS 39204 Phone: (769) 209-8850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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

PT - 854 *Whisper Kiss Rdy*

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 8/14/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943322664427 Time: 2:48:46PM Delivery: Yes Salesperson: Simpson Submitter Name:
---	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2008 FORD F-150,4.6L V8 281CID-CC								
<input type="checkbox"/> Carquest Professional	8443AN	ALTERNATOR-NEW 1 EA CC	20210679	LIMITED LIFETIME REPLACEMENT	1	459.98	229.99	229.99
<input type="checkbox"/> Carquest Professional	8443AN	CORE-ALTERNATOR RMFD	99990879		1		10.00	10.00

MERCHANDISE SUBTOTAL 239.99
 TOTAL INVOICE 239.99
 Tender Type AAP Charge Account 3155 236576 239.99
 CHANGE 0.00



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

THANK YOU FOR YOUR BUSINESS!
1 of 1 Customer Copy



Service is our best part!
Store 5333 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 376-0547
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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

PC1760 *Parts & Rep*

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 8/10/23 Register: 4 Store/Unit#: Internet Order #:	Invoice/Trans: 5333322245053 Time: 11:35:43AM Delivery: No Salesperson: Tiffany Submitter Name:
---	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2013 NISSAN VERSA,1.6L L4 98CID 1598CC								
<input type="checkbox"/> TRICO Exact Fit	141	WIPER BLADE-14" 1 EA XFI	5071828	90 DAY REPLACEMENT IF DEFECTIVE	1	18.74	9.37	9.37
<input type="checkbox"/> TRICO Exact Fit	241	WIPER BLADE-24" 1 EA XFI	5072158	90 DAY REPLACEMENT IF DEFECTIVE	1	18.74	9.37	9.37

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



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

THANK YOU FOR YOUR BUSINESS!
1 of 1 Customer Copy

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

1160



Service is our best part!

Store 5333 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 378-5547
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5965 or email us at service@advanceautoparts.com

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

Equip# TK292 *Bridges & Chang*

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613823	PO#: 99230292 Date: 8/07/23 Register: 4 Store/Unit#: Internet Order #:	Invoice/Trans: 5333321944982 Time: 10:44:41AM Delivery: No Salesperson: Tiffany Submitter Name:
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Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> Carquest XtraClear Conve	XQ18	18" XtraClear 1 EA XTRACC	11785179	90 DAY REPLACEMENT IF DEFECTIVE	10	16.06	8.03	80.30
		Location: Store H09943		ETA: WILL CALL	Qty: 10			TO Store: S05333

MERCHANDISE SUBTOTAL 80.30
TOTAL INVOICE 80.30
 Tender Type AAP Charge Account: 3155 348430 80.30
CHANGE 0.00



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

THANK YOU FOR YOUR BUSINESS!

1 of 1

Customer Copy



Service is our best part!

Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-8850
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5965 or email us at service@advanceautoparts.com

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

SUV - 81 *Mjos Office*

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613823	PO#: 99230292 Date: 7/29/23 Register: 1 Store/Unit#: Internet Order #:	Invoice/Trans: 9943320919168 Time: 9:08:24AM Delivery: Yes Salesperson: Simpson Submitter Name:
---	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> 2016 CHEVROLET TAHOE 6.3L V8 328CID 5328CC	T3940	Expansion Valve 1 EA 1 E	11646292	LIMITED LIFETIME REPLACEMENT	1	39.08	19.54	19.54
<input type="checkbox"/> Carquest Premium		Location: Store S09823		ETA: WILL CALL	Qty: 1			TO Store: S09943

MERCHANDISE SUBTOTAL 19.54
TOTAL INVOICE 19.54
 Tender Type AAP Charge Account: 3155 960110 19.54
CHANGE 0.00



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


THANK YOU FOR YOUR BUSINESS!

1 of 1

Customer Copy

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

1161




Service is our best part!
Store 5333 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 376-0547
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-280-5985 or email us at service@advanceautoparts.com

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

NO Exp #

<p>City Of Jackson 4235 Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623</p>	<p>PO#: 99230292 Date: 8/07/23 Register: 4 Store/Unit#: Internet Order #:</p>	<p>Invoice/Trans: 533332194699 Time: 10:54:42AM Delivery: No Salesperson: Tiffany Submitter Name:</p>
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Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2020 DODGE DURANGO 3.6L V6 220CID 384ACC								
<input type="checkbox"/>	Carquest Premium	11572A	ALTERNATOR-RMFD 1 EA O 10947266	LIMITED LIFETIME REPLACEMENT	1	787.50	393.75	393.75
<input type="checkbox"/>	Carquest Premium	11572A	Core_ALTERNATOR-RMFD 1 10855931		1		20.00	20.00
MERCHANDISE SUBTOTAL								413.75
TOTAL INVOICE								413.75
Tender Type AAP Charge Account 3155 596374								413.75
CHANGE								0.00



DDQH212HKB1HXD1844

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

THANK YOU FOR YOUR BUSINESS!

1 of 1 Customer Copy



Service is our best part!
Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6950
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-280-5985 or email us at service@advanceautoparts.com

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

TK - 618

WATER M/T

<p>City Of Jackson 4235 Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623</p>	<p>PO#: 99230292 Date: 7/20/23 Register: 3 Store/Unit#: Internet Order #:</p>	<p>Invoice/Trans: 9943320138143 Time: 9:28:42AM Delivery: Yes Salesperson: Simpson Submitter Name:</p>
--	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/>	FRAM Conventional	F630	CONV OIL 10W30 1 QT 1 QT 12280508	REPLACE OR REFUND AT MGR DISCRET	11	11.94	5.97	65.67
<input type="checkbox"/>	FRAM Conventional	F630	CONV OIL 10W30 1 QT 1 QT 12280508	REPLACE OR REFUND AT MGR DISCRET	13	11.94	5.97	77.61
Location: Store S05392 ETA: WILL CALL Qty: 13 TO Store: S06943								
MERCHANDISE SUBTOTAL								143.28
TOTAL INVOICE								143.28
Tender Type AAP Charge Account 3155 474790								143.28
CHANGE								0.00



DDQGM1DMBF14SL1BL51BHINDHW18M


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

THANK YOU FOR YOUR BUSINESS!

1 of 1 Customer Copy

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

1162



Service is our best part!
Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-280-5965 or email us at service@advanceautoparts.com


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

No 9943

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

PO#: pc1881
Date: 8/18/23
Register: 6
Store/Unit#:
Internet Order #:
Invoice/Trans: 994332306669
Time: 11:13:19AM
Delivery: Yes
Salesperson: Shamika
Submitter Name:
Submitter Name:


Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> Motorcraft	FL500S	OIL FILTER 1 EA MTRCF	5130088	2 YR REPLACEMENT IF DEFECTIVE	1	16.54	8.27	8.27
<input type="checkbox"/> Dorman - Autograde	090081CD	OIL DRAIN PLUG OS 1 PC A	11826781	LIMITED LIFETIME REPLACEMENT	1	16.50	8.25	8.25
<input type="checkbox"/> Dorman - Autograde	090175CD	OIL DRAIN PLUG 1 PC ATOG	11908997	LIMITED LIFETIME REPLACEMENT	1	7.80	3.90	3.90
MERCHANDISE SUBTOTAL								20.42
TOTAL INVOICE								20.42
Tender Type AAP Charge Account 3155 268166								20.42
CHANGE								0.00



DQZHF1GJWD14SL1BQV1B11NDLQ1BSR

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Store 5333 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 378-0547
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-280-5965 or email us at service@advanceautoparts.com


REMIT: Advance Auto Parts
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30174-2063

No 5333

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

PO#: Mr. Fox
Date: 7/24/23
Register: 4
Store/Unit#:
Internet Order #:
Invoice/Trans: 5333320544860
Time: 9:58:01AM
Delivery: No
Salesperson: Tiffany
Submitter Name:
Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> Motorcraft	DG563	COIL - IGNITION 1 EA MTR	12417150	2 YR REPLACEMENT IF DEFECTIVE	6	121.34	60.67	364.02
MERCHANDISE SUBTOTAL								364.02
TOTAL INVOICE								364.02
Tender Type AAP Charge Account 3155 173879								364.02
CHANGE								0.00



DZJGDZP1241HXD1BKW

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THANK YOU FOR YOUR BUSINESS! 1 of 1 Customer Copy

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

1163



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

No Equip #

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613823	PO#: 99230292 Date: 7/19/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 994331995248 Time: 11:55:13AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2015 RAM 2500								
<input type="checkbox"/> Carquest Professional PI	PMD1400H	BRAKE PADS-PROF PLAT 1	10866433	LIMITED LIFETIME REPLACEMENT	1	103.98	51.99	51.99
								MERCHANDISE SUBTOTAL 51.99 TOTAL INVOICE 51.99 Tender Type AAP Charge Account 3155 808203 51.99 CHANGE 0.00



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THANK YOU FOR YOUR BUSINESS!

1 of 1

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

No Equip #

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613823	PO#: 99230292 Date: 8/17/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943322966997 Time: 10:21:20AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> Blue Devil	00204	RADIATOR FLUSH 32 OZ BLI	10449728		2	18.92	9.46	18.92
								MERCHANDISE SUBTOTAL 18.92 TOTAL INVOICE 18.92 Tender Type AAP Charge Account 3155 448838 18.92 CHANGE 0.00



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THANK YOU FOR YOUR BUSINESS!

1 of 1

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

1164



Service is our best part!
Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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

No Vehicle

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 8/07/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943321966070 Time: 9:30:07AM Delivery: Yes Salesperson: Simpson Submitter Name:
---	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2009 FORD F-150,4.6L V8 281CID-CC								
<input type="checkbox"/>	Carquest Professional PI	PMD1083H	10644696	LIMITED LIFETIME REPLACEMENT	1	94.88	47.44	47.44
<input type="checkbox"/>	Carquest Wreaver	YH274753	10031013	2 YR REPLACEMENT IF DEFECTIVE	2	120.88	60.44	120.88
<input type="checkbox"/>	Carquest Professional PI	PXD1012H	10146225	LIMITED LIFETIME REPLACEMENT	1	76.68	38.34	38.34
<input type="checkbox"/>	Carquest Platinum	YH146521P	11366639	2 YR REPLACEMENT IF DEFECTIVE	2	102.68	51.34	102.68
<input type="checkbox"/>	Motorcraft	FL820S	5140994	2 YR REPLACEMENT IF DEFECTIVE	1	16.54	8.27	8.27
<input type="checkbox"/>	Castrol	148D6C	8020013		6	18.38	9.19	55.14
<input type="checkbox"/>	Lucas Oil Products	10001	7080005		1	31.26	15.63	15.63
<input type="checkbox"/>	American Grease Stick (A)	CM1A	11854917	REPLACE OR REFUND AT MGR DISCRET	1	3.28	1.64	1.64
<input type="checkbox"/>	American Grease Stick (A)	CM1A	11854917	REPLACE OR REFUND AT MGR DISCRET	1	3.28	1.64	1.64
<input type="checkbox"/>	Lucas Oil Products	10026	7080088		1	24.44	12.22	12.22
Location: Store S09824					ETA: WILL CALL	Qty: 1	TO Store: S09943	
MERCHANDISE SUBTOTAL							403.88	
TOTAL INVOICE							403.88	
Tender Type							AAP Charge Account: 3155 238028	
							403.88	

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THANK YOU FOR YOUR BUSINESS

1 of 2

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P.O. Box 742063
Atlanta, GA 30374-2063

PT-889
NOT ON ORDER
NO ORDER AT FMS ORDER
451
(145)

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 8/08/23 Register: 1 Store/Unit#: Internet Order #:	Invoice/Trans: 9943322018663 Time: 9:17:49AM Delivery: Yes Salesperson: Simpson Submitter Name:
---	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2014 FORD F-250 SUPER DUTY,								
<input type="checkbox"/>	Carquest Frontline	FLD1691	10578935	LIMITED LIFETIME REPLACEMENT	1	103.98	51.99	51.99
MERCHANDISE SUBTOTAL							51.99	
TOTAL INVOICE							51.99	
Tender Type							AAP Charge Account: 3155 884545	
							51.99	
CHANGE							0.00	



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THANK YOU FOR YOUR BUSINESS

1 of 1

Customer Copy

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

1165



Service is our best part!
Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6860
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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

NO Equip. H

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 8/02/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943321465879 Time: 10:28:22AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> FRAM Chemicals	F33012	OCTANE BOOSTER 1 EA FM	50006352	REPLACE OR REFUND AT MGR DISCRET	1	11.94	5.97	5.97
<input type="checkbox"/> Lucas Oil Products	10020	FUEL TREATMENT 5.25 5.25	7080006		1	13.78	6.89	6.89
MERCHANDISE SUBTOTAL								12.86
TOTAL INVOICE								12.86
Tender Type AAP Charge Account 3155 984360								12.86
CHANGE								0.00



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THANK YOU FOR YOUR BUSINESS
1 of 1 Customer Copy



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Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6860
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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

NO Equip. H

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 7/18/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943319965227 Time: 9:29:53AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2007 CHEVROLET IMPALA, DONT KNOW								
<input type="checkbox"/> DieHard Gold	34FT2	BATTERY-GOLD 1 EA DHSG	11017956	3 YR FREE REPLACEMENT	1	294.78	147.39	147.39
<input type="checkbox"/> DieHard Gold	34FT2	Core_BATTERY-GOLD 1 EA (	11018024		1		22.00	22.00
Returns								
<input type="checkbox"/> DieHard Gold	34FT2	Core_BATTERY-GOLD 1 EA (	11018024		-1		22.00	-22.00

Reprint

MERCHANDISE SUBTOTAL								147.39
TOTAL INVOICE								147.39
Tender Type AAP Charge Account 3155 320512								147.39
CHANGE								0.00



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THANK YOU FOR YOUR BUSINESS
1 of 1 Customer Copy

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

1166



Service is our best part!

Store 5333 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 378-0547
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

REMIT:
Advance Auto Parts
AAP Financial Services
P.O. Box 742093
Atlanta, GA 30374-2093

Customers Comment:
Police Stock

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 7/17/23 Register: 4 Store/Unit#: 5 Internet Order #: S05333-20230714115730441	Invoice/Trans: 5333319844738 Time: 6:21:42AM Delivery: Yes Salesperson: Tiffany Submitter Name: Eric Fox
--	---	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> Forney	70819	PAINT MARKER BLK 1 EA FF Location: 00142	10629879	REPLACE OR REFUND AT MGR DISCRET	1	11.00	5.50	5.50
<input type="checkbox"/> Forney	70818	PAINT MARKER WHT 1 EA F Location: 00142	10629832	REPLACE OR REFUND AT MGR DISCRET	1	11.00	5.50	5.50
<input type="checkbox"/> Forney	70820	PAINT MARKER RED 1 EA FI Location: 00142	10638984	REPLACE OR REFUND AT MGR DISCRET	1	11.00	5.50	5.50
<input type="checkbox"/> Scott Towels	32962	PRO TOWEL SHOP TOWEL	10184758		4	9.18	4.59	18.36
<input type="checkbox"/> Scott Towels	32996	Scott Glass Towels 1 EA	10634160	REPLACE OR REFUND AT MGR DISCRET	5	8.80	4.40	22.00
<input type="checkbox"/> Chroma Graphics	143	MARKER-CHSLTIP-BLK 1 E	10070892	REPLACE OR REFUND AT MGR DISCRET	1	2.98	1.49	1.49

MERCHANDISE SUBTOTAL 58.35
 TOTAL INVOICE 58.35
 Tender Type AAP Charge Account 3155 563824 58.35
 CHANGE 0.00



D2Q2GJ2H1G1HXD1BFP1B1NDHT1BJL

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THANK YOU FOR YOUR BUSINESS!

1 of 1

Customer Copy



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Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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Advance Auto Parts
AAP Financial Services
P.O. Box 742093
Atlanta, GA 30374-2093

2C1582
PC1582 Police

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 8/10/23 Register: 4 Store/Unit#: 5 Internet Order #:	Invoice/Trans: 5333322245048 Time: 9:05:05AM Delivery: No Salesperson: Tiffany Submitter Name:
--	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2010 DODGE AVENGER								
<input type="checkbox"/> DieHard Silver	263	BATTERY-SILVER 1 EA 1 EA	2040328	2 YR FREE REPLACEMENT	1	266.64	133.32	133.32
<input type="checkbox"/> DieHard Silver	263	CORE - BATTERY-SILVER 1	92040328		1		22.00	22.00

MERCHANDISE SUBTOTAL 155.32
 TOTAL INVOICE 155.32
 Tender Type AAP Charge Account 3155 160462 155.32
 CHANGE 0.00



D2QH112HM21HXD1B3V

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THANK YOU FOR YOUR BUSINESS!

1 of 1

Customer Copy

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

1167



Service is our best part!

Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
 Questions or feedback? Contact the Commercial Customer Support Team
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 AAP Financial Services
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 Atlanta, GA 30374-2063

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

PO#: 99230292
 Date: 8/18/23
 Register: 6
 Store/Unit#:
 Internet Order #:

Invoice/Trans: 9943322866521
 Time: 10:47:19AM
 Delivery: No
 Salesperson: Simpson

Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> Mobil 1	125219	M1 AFE 12QT 12 QT MBL 1 Location: Store S09413	12266502	REPLACE OR REFUND AT MGR DISCRET ETA: 5:18 PM	1	132.46	66.23	66.23
<input type="checkbox"/> Mobil 1	125219	M1 AFE 12QT 12 QT MBL 1 Location: PDQ P00142	12266502	REPLACE OR REFUND AT MGR DISCRET ETA: UPS	1	132.46	66.23	66.23

Merchandise Subtotal 132.46
 Total Invoice 132.46
 Tender Type AAP Charge Account 3155 662856 132.46
 Change 0.00



Reprint

*Copy Book
Power*

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



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 AAP Financial Services
 P.O. Box 742063
 Atlanta, GA 30374-2063

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

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

Invoice/Trans: 9943321565974
 Time: 1:10:49PM
 Delivery: Yes
 Salesperson: Simpson

Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/>	DG583	IGNITION COIL	80010222		6	80.60		483.60
<input type="checkbox"/>	SP580X	SPARK PLUG	80010222		6	14.30		85.80
<input type="checkbox"/>	FA1884	AIR FILTER	80010222		1	22.75		22.75

Merchandise Subtotal 592.15
 Total Invoice 592.15
 Tender Type AAP Charge Account 3155 125183 592.15
 Change 0.00



Reprint

*PC-1872
Police*

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



1 of 1

Customer Copy

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

1168



Service is our best part!
Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6860
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

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

PC - 1562
Pass

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 7/25/23 Register: 3 Store/Unit#: Internet Order #:	Invoice/Trans: 9943320638295 Time: 9:27:09AM Delivery: No Salesperson: Simpson Submitter Name:
--	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2010 FORD CROWN VICTORIA,4.6L V8 281CID -CC								
<input type="checkbox"/> Carquest Premium Gold	GNAD931	BRAKE PADS-PREM GOLD 1	10861267	LIMITED LIFETIME REPLACEMENT	1	59.98	29.99	29.99
MERCHANDISE SUBTOTAL								29.99
TOTAL INVOICE								29.99
Tender Type AAP Charge Account 3155 763369								29.99
CHANGE								0.00



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THANK YOU FOR YOUR BUSINESS!
1 of 1 Customer Copy



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

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 7/14/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943316565095 Time: 10:22:27AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2018 FORD POLICE INTERCEPTOR SEDAN,								
<input type="checkbox"/> DieHard Gold	652	BATTERY-GOLD 1 EA DH 1 E	2040468	3 YR FREE REPLACEMENT	5	294.78	147.39	736.95
<input type="checkbox"/> DieHard Gold	652	Core_BATTERY-GOLD 1 EA (	92040468		5		22.00	110.00
Returns								
<input type="checkbox"/> DieHard Gold	652	Core_BATTERY-GOLD 1 EA (	92040468		-5		22.00	-110.00
MERCHANDISE SUBTOTAL								736.95
TOTAL INVOICE								736.95
Tender Type AAP Charge Account 3155 321405								736.95
CHANGE								0.00




*Core Stock order
Police*

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

THANK YOU FOR YOUR BUSINESS!
1 of 1 Customer Copy

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

1169



Service is our best part!
Store 5333 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 376-0947
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-280-5965 or email us at service@advanceautoparts.com

STOCK *Greg*


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

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

PO#: 98230292
Date: 8/08/23
Register: 4
Store/Unit#:
Internet Order #:

Invoice/Trans: 533332046021
Time: 12:55:42PM
Delivery: No
Salesperson: Tiffany
Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2020 DODGE DURANGO								
<input type="checkbox"/> Carquest Premium Gold	GNAD1498	BRAKE PADS-PREM GOLD 1	10075366	LIMITED LIFETIME REPLACEMENT	2	80.58	40.29	80.58
MERCHANDISE SUBTOTAL								80.58
TOTAL INVOICE								80.58
Tender Type						AAP Charge Account 3155 609555	80.58	
CHANGE								0.00



D2QHF12HL01HXD18W6

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

THANK YOU FOR YOUR BUSINESS!
1 of 1 Customer Copy



Service is our best part!
Store 5943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-280-5965 or email us at service@advanceautoparts.com

Greg Rock


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

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

PO#:
Date: 9/01/23
Register: 6
Store/Unit#:
Internet Order #:

Invoice/Trans: 994332467308
Time: 8:42:51AM
Delivery: No
Salesperson: Simpson
Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> Wearever	W7340	BRAKE CLEANER 14 OZ 14 C	7040598	REPLACE OR REFUND AT MGR DISCRET	1	10.54	5.32	5.32
MERCHANDISE SUBTOTAL								5.32
TOTAL INVOICE								5.32
Tender Type						AAP Charge Account 3155 228107	5.32	
CHANGE								0.00




D2Q3D76KVC14SL18CK

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

THANK YOU FOR YOUR BUSINESS!
1 of 1 Customer Copy

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

1170



Service is our best part!
Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-280-5965 or email us at service@advanceautoparts.com

SHOP SUPPLIES/TIRE SHOP *Garage*


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

<p>City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623</p>	<p>PO#: 99230292 Invoice/Trans: 994332076566 Date: 7/26/23 Time: 10:26:54AM Register: 6 Delivery: Yes Store/Unit#: Salesperson: Simpson Internet Order #: Submitter Name:</p>
---	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended	
<input type="checkbox"/>	P105ZU	WHEEL WEIGHTS	80010222		4	10.76	43.04		
<input type="checkbox"/>	P050ZU	WHEEL WEIGHTS	80010222		4	12.75	51.00		
<input type="checkbox"/>	P075ZU	WHEEL WEIGHTS	80010222		4	19.93	79.72		
<input type="checkbox"/>	P100ZU	WHEEL WEIGHTS	80010222		4	23.12	92.48		
<input type="checkbox"/>	P125ZU	WHEEL WEIGHTS	80010222		4	23.92	95.68		
<input type="checkbox"/>	P150ZU	WHEEL WEIGHTS	80010222		4	30.68	122.72		
<input type="checkbox"/>	P175ZU	WHEEL WEIGHTS	80010222		4	32.69	130.76		
<input type="checkbox"/>	P200ZU	WHEEL WEIGHTS	80010222		4	36.27	145.08		
<input type="checkbox"/>	P225ZU	WHEEL WEIGHTS	80010222		4	33.23	132.92		
<input type="checkbox"/>	P250ZU	WHEEL WEIGHTS	80010222		4	39.41	157.64		
<input type="checkbox"/>	P275ZU	WHEEL WEIGHTS	80010222		4	43.08	172.32		
<input type="checkbox"/>	P300ZU	WHEEL WEIGHTS	80010222		4	48.19	192.76		
							MERCHANDISE SUBTOTAL	1,416.12	
							TOTAL INVOICE	1,416.12	
							Tender Type	AAP Charge Account 3155 131811	1,416.12

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

THANK YOU FOR YOUR BUSINESS
1 of 2 Customer Copy



Service is our best part!
Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
Questions or feedback? Contact the Commercial Customer Support Team at 1-877-280-5965 or email us at service@advanceautoparts.com

SHOP SUPPLIES *Garage*

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

<p>City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623</p>	<p>PO#: 99230292 Invoice/Trans: 994332086133 Date: 8/08/23 Time: 10:33:59AM Register: 6 Delivery: No Store/Unit#: Salesperson: Simpson Internet Order #: Submitter Name:</p>
---	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended	
<input type="checkbox"/>	Litefuse	0AGC0004ZP	AGC 10-20A GLASSASST 1 E	12007288	1	6.86	3.43	3.43	
<input type="checkbox"/>	Litefuse	0AGC0005ZP	AGC 24-35A GLASSASST 1 E	12007279	1	6.86	3.43	3.43	
<input type="checkbox"/>	Litefuse	0AGC0004ZP	AGC 10-20A GLASSASST 1 E	12007288	1	6.86	3.43	3.43	
<input type="checkbox"/>	Litefuse	LJCA030XP	JCASE 58V 30A CARD 1 EA	11357470	1	6.86	3.43	3.43	
<input type="checkbox"/>	Litefuse	LJCA030XP	JCASE 58V 30A CARD 1 EA	11357470	1	6.86	3.43	3.43	
<input type="checkbox"/>	Litefuse	LJCA040XP	JCASE 58V 40A CARD 1 EA	11357467	1	6.86	3.43	3.43	
<input type="checkbox"/>	Litefuse	LJCA050XP	LOWPRFLICASE 58V 50A 5 I	11499055	1	6.86	3.43	3.43	
<input type="checkbox"/>	Litefuse	LJCA040XP	JCASE 58V 40A CARD 1 EA	11357467	1	6.86	3.43	3.43	
							MERCHANDISE SUBTOTAL	27.44	
							TOTAL INVOICE	27.44	
							Tender Type	AAP Charge Account 3155 355884	27.44
							CHANGE		0.00

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

THANK YOU FOR YOUR BUSINESS
1 of 1 Customer Copy

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

1171



Service is our best part!

Store 9943 114 E. McDowell Rd. Jackson, MS 39204 Phone: (769) 209-6850
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5965 or email us at service@advanceautoparts.com

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

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PC#: 99230292 Date: 7/20/23 Register: 3 Store/Unit#: Internet Order #:	Invoice/Trans: 9943320138144 Time: 9:32:41AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
<input type="checkbox"/> FRAM Transmission Fluid	F420	DEX II/MERCON 1 QT 1 QT	12260884	REPLACE OR REFUND AT MGR DISCRET	24	15.62	7.81	187.44

MERCHANDISE SUBTOTAL 187.44
 TOTAL INVOICE 187.44
 Tender Type AAP Charge Account 3155 268662 187.44
 CHANGE 0.00



020GM1DM8G14S1BJWYB1NDRHWIBNS

Gina Fock

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

THANK YOU FOR YOUR BUSINESS!

1 of 1

Customer Copy

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

1172



Service is our best part!

Store 8943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5965 or email us at service@advanceautoparts.com

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

SHOP SUPPLIES/TIRE SHOP

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 7/26/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943320765586 Time: 10:26:54AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
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D2QG81G3GW14SL1BNM1B1ND3C1BR3

CHANGE

0.00

Reprint

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

THANK YOU FOR YOUR BUSINESS

2 of 2

Customer Copy

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

1173



Service is our best part!
 Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5965 or email us at service@advanceautoparts.com

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

SUV - 50 *WARRANTY*

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 7/17/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943319865161 Time: 9:25:59AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	---

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2010 FORD ESCAPE,3.0L V6 181CID 2968CC								
<input type="checkbox"/>	Carquest Premium	6676S	STARTER-RMFD 1 EA CQ 1 E 20840559	LIMITED LIFETIME REPLACEMENT	1	307.26	153.63	153.63
			Location: Store S09824	ETA: WILL CALL	Qty: 1	TO Store: S09943		
	Carquest Premium	6676S	Core_STARTER-RMFD 1 EA (90840559		1		40.00	40.00 <input type="checkbox"/>

MERCHANDISE SUBTOTAL 193.63
 TOTAL INVOICE 193.63
 Tender Type AAP Charge Account 3155 411682 193.63
 CHANGE 0.00



D2QGJ1GHQN14SL1BJP1B11NDHT1BNL

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

THANK YOU FOR YOUR BUSINESS!
 1 of 1 Customer Copy

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

1174



Service is our best part!
 Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5965 or email us at service@advanceautoparts.com

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

Garage - K&S Shop

Edwin

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 7/17/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943319865200 Time: 2:20:56PM Delivery: No Salesperson: Simpson Submitter Name:
--	--	--

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

MERCHANDISE SUBTOTAL 20.04
 TOTAL INVOICE 20.04
 Tender Type AAP Charge Account 3155 343986 20.04
 CHANGE 0.00



Reprint

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

THANK YOU FOR YOUR BUSINESS

1 of 1

Customer Copy

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

1175



Service is our best part!

Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5965 or email us at service@advanceautoparts.com

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

PT - 842

City Of Jackson 4225C Michael Avalon St Jackson, MS 39209 Phone: (601) 960-2237 Account ID: 9824613623	PO#: 99230292 Date: 8/03/23 Register: 6 Store/Unit#: Internet Order #:	Invoice/Trans: 9943321566960 Time: 11:22:25AM Delivery: Yes Salesperson: Simpson Submitter Name:
--	--	--

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
DieHard Platinum AGM	H7AGM	BTRY-PLATINUM AGM 11 E/	10210826	3 YR FREE REPLACEMENT	1	337.66	168.83	168.83
DieHard Platinum AGM	H7AGM	Core_BTRY-PLATINUM AGM	10210827		1		22.00	22.00
Returns								
DieHard Platinum AGM	H7AGM	Core_BTRY-PLATINUM AGM	10210827		-1		22.00	-22.00
MERCHANDISE SUBTOTAL								168.83
TOTAL INVOICE								168.83
Tender Type AAP Charge Account 3155 686366								168.83
CHANGE								0.00



D2QH11G3VG14SL1BR21B1NDB1BV1

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1 of 1 Customer Copy

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

392638



INVOICE

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

PAGE 1

SERVICE ADVISOR: 999942 CHRIS BURGESS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	19	DODGE DURANGO	1C4RDHFG6KC645235	0098	63522/63530	T0098

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11JAN19	DD		18:00	18AUG23	99240036	180.00	CHG 04DEC23

R.O. OPENED	READY	OPTIONS:
13:37 07AUG23	13:20 04DEC23	DLR:1 ENG:3.6 Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	RECALL 1	[Safety Recall Z48 - HCUABS Module **]					

CAUSE: 18Z48182 Module, Anti-lock Brake - Reprogram
 Inspect and Reprogram Anti-lock Brake Module
 (ABS) Software (0 - Low Skilled)
 191562 WC

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 (N/C)
 63522 CUSTOMER REQUESTED CAMPAIGN NUMBER Z48 BE PERFORMED. 0.00

PERFORMED A COMPLETE VEHICLE IDENTIFICATION NUMBER STATUS INQUIRY TO FIND AND VERIFY AN OPEN CAMPAIGN. THE ANTI-LOCK BRAKE SYSTEM MODULE MAY HAVE BEEN BUILT WITH A HYDRAULIC CONTROL UNIT ANTI-LOCK BRAKE MODULE THAT FALSELY READS PRESSURE IN THE PRIMARY CIRCUIT. THIS CAN ILLUMINATE THE BRAKE LIGHTS AS WELL AS ALLOWS THE VEHICLE TO START AND SHIFT OUT OF PARK WITHOUT THE BRAKE PEDAL BEING DEPRESSED. CONNECTED THE BATTERY CHARGER, ACCESSED THE DIAGNOSTIC PORT, PERFORMED A DIAGNOSTIC SCAN, PERFORMED AN ANTI-LOCK BRAKE CONTROL MODULE SOFTWARE UPDATE AS PER SAFETY RECALL Z48 INSTRUCTIONS. THE SYSTEM IS NOW OPERATING AS DESIGNED.

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

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

1 68319267AB CONVERTER-EXHAUST (N/C)
 CORE CHARGE W (N/C)

-1 68319267AB CORE RETURN (N/C)

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

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

1176

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

392638



INVOICE

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

PAGE 2

SERVICE ADVISOR: 999942 CHRIS BURGESS

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

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00

63522 ACCESSED, REMOVED AND REPLACED THE EXHAUST SYSTEM CATALYTIC CONVERTER WITH ALL OTHER RELATED NEW SEALS GASKETS AND/OR NON-REUSABLE HARDWARE. CLEARED ALL DIAGNOSTIC TROUBLE CODES AND VERIFIED CODES DID NOT RETURN. THE SYSTEM IS NOW OPERATING AS DESIGNED.

C COMPLETE MULTIPOINT INSPECTION PERFORMED

CAUSE: COMPLETE MULTIPOINT INSPECTION PERFORMED

08	INSTALL REPLACEMENT BATTERIES						
	191562 CPC					270.00	270.00
08	DIAGNOSE ENGINE RUNS ROUGH. PERFORM CYLINDER COMPRESSION & LEAK DOWN TESTS. INSTALL REPLACEMENT LEFT SIDE UPSTREAM & DOWNSTREAM 02 SENSORS:						
	191562 CPC					774.00	774.00
1	5149171AB SENSOR-OXYGEN				89.65	89.65	89.65
1	5149180AA SENSOR-OXYGEN				123.00	123.00	123.00
08	INSTALL & PROGRAM REPLACEMENT PCM PER CUSTOMER REQUEST.						
	191562 CPC					180.00	180.00
1	68330924AA MODULE-ENGINE CONTROLLER				214.00	203.35	203.35
	CORE CHARGE C					125.00	125.00
S11	INSTALL REPLACEMENT FUEL PUMPS						
	191562 CPC					720.00	720.00
1	68535771AA MODULE-FUEL PUMP/LEVEL UNIT				232.00	232.00	232.00
1	5145586AC MODULE-AUXILIARY LEVEL UNIT				709.00	709.00	709.00
S11	INSTALL 6 REPLACEMENT FUEL INJECTORS						
	191562 CPC					720.00	720.00
6	5281427AA INJECTOR-FUEL				42.10	42.10	252.60
S17	EVACUATE & RECHARGE A/C SYSTEM						
	191562 CPC					252.00	252.00
34	68224028AB REFRIGANT-R1234YF					15.10	513.40
PARTS:	2248.00	LABOR:	2916.00	OTHER:	0.00	TOTAL LINE C:	5164.00

(SIGNED)	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE)	CUSTOMER SIGNATURE	DESCRIPTION	TOTALS
				LABOR AMOUNT	
				PARTS AMOUNT	
				GAS, OIL, LUBE	
				SUBLET AMOUNT	
				MISC. CHARGES	
				TOTAL CHARGES	
				LESS INSURANCE	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

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CUSTOMER COPY

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

392638



INVOICE

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

PAGE 3

SERVICE ADVISOR: 999942 CHRIS BURGESS

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

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
ESTIMATE:	0.00						

CONTACT: 07AUG23 13:37 SA: 999942

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

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 50.00
Jenkins **Thank you for your business today**



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

(SIGNED)	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE)	CUSTOMER SIGNATURE	DESCRIPTION	TOTALS
				LABOR AMOUNT	2916.00
				PARTS AMOUNT	2248.00
				GAS, OIL, LUBE	0.00
				SUBLET AMOUNT	0.00
				MISC. CHARGES	50.00
				TOTAL CHARGES	5214.00
				LESS INSURANCE	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	5214.00

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SDC - IMAGING

CUSTOMER COPY

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

1177



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

Garage



Invoice

INVOICE DATE	INVOICE NUMBER
09/18/2023	654-S5741255.001
REMIT TO: JOHNSTONE SUPPLY OF JACKSON 4144 West Sunset Road LAS VEGAS, NV 89118	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

CITY OF JACKSON
P.O. BOX 17
ACCTS PAYABLE
JACKSON, MS 39205

CITY OF JACKSON
218 S PRESIDENT ST
JACKSON, MS 39205

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
10298	99230403		HOUSE		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JAMES BILBO		WILL CALL	Net 10th Prox	09/18/2023	09/07/2023
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
6ea	6ea	B10-729 CD5538 VALVE COPPER LINE TAP M SERIES C & D 3/8IN OD JOB: MUNICIPAL GARAGE - 4225 MICHAEL AVALON	16.510/ea	99.06	
1ea	1ea	R56-199 95150 SIL-FOS ALLOY 15% 28PK 09/18/2023 11:50:07 AM S5741255.001 <i>[Signature]</i>	143.340/ea	143.34	
** REPRINT ** REPRINT ** REPRINT **			Subtotal	242.40	
Invoice is due by 10/10/2023			S&H Charges	0.00	
Past Due invoices may be subject to 2% late charge.			Tax	0.00	
WE ARE MOVING ON 9/18: 101 AERO SMITH DR. RICHLAND, MS 39218 Card transactions will be subject to a 1% processing fee			Payments	0.00	
			Amount Due	242.40	

Printed By: ANNETTEH on 12/28/2023 7:51:17 AM PST



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

Garage



Invoice

INVOICE DATE	INVOICE NUMBER
09/08/2023	654-S5741747.001
REMIT TO: JOHNSTONE SUPPLY OF JACKSON 4144 West Sunset Road LAS VEGAS, NV 89118	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

CITY OF JACKSON
P.O. BOX 17
ACCTS PAYABLE
JACKSON, MS 39205

CITY OF JACKSON
218 S PRESIDENT ST
JACKSON, MS 39205

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
10298	99230403		HOUSE		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
MARGO HARPER		WILL CALL	Net 10th Prox	09/08/2023	09/07/2023
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
12ea	12ea	B86-383 4127-75 COIL CLEANER BLACKHAWK NU-CALGON 18OZ 09/08/2023 10:53:30 AM S5741747.001 <i>[Signature]</i>	12.290/ea	147.48	
** REPRINT ** REPRINT ** REPRINT **			Subtotal	147.48	
Invoice is due by 10/10/2023			S&H Charges	0.00	
Past Due invoices may be subject to 2% late charge.			Tax	0.00	
WE ARE MOVING ON 9/18: 101 AERO SMITH DR. RICHLAND, MS 39218 Card transactions will be subject to a 1% processing fee			Payments	0.00	
			Amount Due	147.48	

Printed By: ANNETTEH on 12/28/2023 7:51:15 AM PST

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

1178



100 OLD HWY 49 SOUTH
RICHLAND, MS 39218
601-932-4445 (O)
601-932-4479 (F)

Police Impound Lot GATES
Invoice

Date	Invoice #
9/15/2023	2023771

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

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

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

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

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

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

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

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

Family owned and operated for 35 years!



DEDICATED TO THE PROFESSIONAL
Store 1248, 2327 LIVINGSTON ROAD,
JACKSON, MS 39213 (601) 366-7298

Bill To:
CITY OF JACKSON FINANCE
PO BOX 17
JACKSON, MS 39205
(601) 862-3657

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

CARD FULL

Invoice	1240-360611
Sale Type	CHARGE SALE
Date	12/19/2022 12:18 PM
Ship Via	DELIVER
PO Number	99230290

Counter #	Customer Account	Ordered By	Special Instructions
87658	312567	randy	pt828

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	SSB	48EXT	BATTERY	3Y	EA	N	355.92	127.64	127.64
		48EXT	Core Charge		EA	N		0.00	0.00
		48EXT	Core Exchange		EA	N		0.00	0.00

** Historical Reprint **

1 Item
Call 866-830-4351 for Super Start National Warranty Information.



Sub-Total	127.64
Sales Tax	0.00
Total	127.64

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

WE APPRECIATE YOUR BUSINESS!
Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464

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

1179



DEDICATED TO THE PROFESSIONAL
Store 1240, 2327 LIVINGSTON ROAD,
JACKSON, MS 39213 (601) 366-7298

Bill To:
CITY OF JACKSON FINANCE
PO BOX 17
JACKSON, MS 39205
(601) 862-3657

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

*WATER
Main*

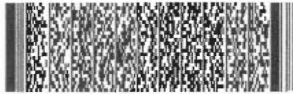
Invoice	1240-361639
Sale Type	CHARGE SALE
Date	12/28/2022 12:30 PM
Ship Via	DELIVER
PO Number	99230327

Counter #	Customer Account	Ordered By	Special Instructions
87658	312567	randyu	pt607

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
2	PRE	EV370	TIE ROD	LT	BX	N	98.29	44.62	89.24

** Historical Reprint **

2 Items



Sub-Total 89.24
Sales Tax 0.00
Total 89.24

WWW.FIRSTCALLONLINE.COM
Warranty/Garantia: www.Firstcallonline.com/warranty

WE APPRECIATE YOUR BUSINESS!
Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464

Sewer

HYDRAULIC SERVICE & SUPPLY, LLC
455 HIGHWAY 49 SOUTH • RICHLAND, MS 39218 • (601) 932-5003

133149
INVOICE DATE
5-3-24

ORDER TO: *CITY OF JACKSON* SHIP TO: *T-187*

ACCOUNT NO.	CUSTOMER ORDER NUMBER	SALESMAN	OUR WO #	SHIPPED VIA	INVOICE DUE DATE		
ORDERED	SHIPPED	S/O	PART NUMBER / DESCRIPTION		UNIT PRICE	UNIT	NET AMOUNT
			<i>PARTS LABOR & MATERIALS TO REMOVE (2) SWIRL CYCLONES OFF A CAST IRON HOE BUS TIE LEAK & REPAIR HOE BUS. WILL BE DISASSEMBLED, REPAIRED, NEW RISE GRATE UNIT WILL BE RE-ASSEMBLED. ALSO REMOVE & REPAIR (2) RUBBER LIFT OVERWHEELS REPLACED WITH NEW STEEL AND TIGHTEN. INSPECTED & MAINTENANCE & FUNCTION PROVEN. 100 LBS. TESTED AND FULL HYDRAULIC OIL.</i>				
MOSE TOTAL		IN	FREIGHT	OTHER CHARGES	SALES TAX	TERMS	TOTAL DUE
<i>217.25</i>		<i>OUT</i>	<i>54.00</i>			NET 30 / CASH / CREDIT	<i>271.25</i>

PICKED UP BY: _____

WHITE - ORIGINAL COPY CANARY - FILE COPY PINK - PACKING SLIP

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

1180



Birmingham, AL 35233
(800) 501-0757
3196 US Highway 231 North
Shelbyville, TN 37160
(615) 686-7066

Mobile, AL 36618
(800) 435-3044
2601 South Stone Mountain Lithonia Road
Stonemont, GA 30058
(706) 685-6900

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

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

Attention: CASITA BRITTAIN

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

SERVICE INVOICE

STK#/FLEET#	VECTOR COMBO	HRS	PIN/EIN	WARRANTY DATE	HRS
5755	COMBO TANDEM	X	0905V11755	06/03/14	
717		160600	TK717		
SEGMENT# 1 C IH01 NA		02/06/23	02/06/23		11.19 HRS
SERVICE CALL					
COMPLAINT:					
PUMP SWITCH ISSUE					
CAUSE:					
THROTTLE SWITCH IS BROKE AND ESTOP PUSHED IN					
CORRECTION:					
TRAVELED TO CUSTOMER LOCATION CHANGED THROTTLE SWITCH AND					
PULLED ESTOP OUT AND SHOWED					
OPERATOR HOW TO DO IT					
FRT		FREIGHT	1	150.00	150.00
SUBLET		LABOR	12	150.00	1800.00
40241-30		SWITCH - TOGGLE	1	95.31	95.31
41271-30	SWITCH - TOGGLE SPST OFF/ON	CAP GASKET / FO	1	4.83	4.83
41272-30	CAP GASKET / FOR 3 Y-STRAINER	CAGE GASKET / F	1	6.13	6.13
41280-30	CAGE GASKET / FOR 3Y-STRAINER	SCREEN,80 MESH,	1	32.70	32.70
44622-30	SCREEN,80 MESH,3	SWITCH,TOGGLE,M	1	44.96	44.96
46985P-30	SWITCH,TOGGLE,MOMENTARY,MOM/OF	CUMMINS THROTTL	1 N	459.74	459.74
46985PA-30	CUMMINS THROTTLE CONTROLER	PIGTAIL (FOR 46	1 N	43.06	43.06
	PIGTAIL (FOR 46985P ONLY)				
		PARTS		836.73	
		LABOR		1678.50	
		SUBLET		1800.00	
CONTINUED ON PAGE 02					

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

Check us out online at: www.secequip.com

Sansom Equipment Company | @secequipment

X

Received By

Thank You For Your Business!



Birmingham, AL 35233
(800) 501-0757
3196 US Highway 231 North
Shelbyville, TN 37160
(615) 686-7066

Mobile, AL 36618
(800) 435-3044
2601 South Stone Mountain Lithonia Road
Stonemont, GA 30058
(706) 685-6900

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

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

Attention: CASITA BRITTAIN

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

SERVICE INVOICE

STK#/FLEET#	VECTOR COMBO	HRS	PIN/EIN	WARRANTY DATE	HRS
6755	COMBO TANDEM	X	0905V11755	06/03/14	
717		160600	TK717		
10400000				SEGMENT TOTAL==>	4315.23
***** WORK ORDER TOTALS *****					
				PARTS	836.73
				LABOR	1678.50
				SUBLET	1800.00
				SHOP FUEL	282.00
				SHOP SUPPLIES	16.73
				TOTAL PRICE	4613.96

6/2/23HA

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

Check us out online at: www.secequip.com

Sansom Equipment Company | @secequipment

X

Received By

Thank You For Your Business!

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

1181



Birmingham, AL 35233
(800) 501-0757
3198 US Highway 231 North
Shelbyville, TN 37160
(615) 686-7068

Mobile, AL 36618
(800) 435-3044
2601 South Stone Mountain Lithonia Road
Stonemont, GA 30058
(706) 885-8900

Ship To: CITY OF JACKSON
4225-B MICHAEL AVALON STREET
JACKSON MS 39209

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

Attention: DAVID BELL

Sewer

Branch MOBILE		*REPRINT* CNNYYY	
Date 08/08/23	Time 11:35:08 (O)	Page 01	
Account No JACKS001	Phone No 6019601868	Inv No P04945	
Ship Via UPS	Purchase Order 99230357		
Tax ID No	Salesperson KPJ / KPJ		

PARTS INVOICE

ORDER#: 004635

Part#	Description	Bin	ORD	ISS	SHF	B/O	UTTTT	Price	Amount
41270-30	CLAMP - 3	0200427	2	2	2			155.03	310.06
16362C-30	NUT, HEX JAM, 1-2	0200427	2	2	2	RETAIL		.68	1.20
	NUT, HEX JAM, 1-2/13, GR2, Z/C							.60	
41274-30	SET SCREW 1/2-1	0200427	2	2	2	RETAIL		9.79	17.44
	SET SCREW 1/2-13NC X 3							8.72	
FRT	FREIGHT		1	1	1			22.61	22.61
TS0808								TOTAL PRICE	351.31

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

Check us out online at: www.secequip.com

Sancom Equipment Company | @secequipment

X _____
Received By

Thank You For Your Business!



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 958-7008
www.machalkjacksonford.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

DATE ENTERED 19 AUG 23	YOUR ORDER NO. 99230195	DATE SHIPPED 22 AUG 23	INVOICE DATE 22 AUG 23	INVOICE NUMBER 3114489	17:25
ACCOUNT NO. COJ CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601) 960-1593			SHIP TO W-COMP: FOW JACKSON, MS		
SHIP VIA DELIVER	BLM 5036	BL NO. 4238140404	TERMS A/R P	NET AMOUNT 45.59	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
ORD	B/O	DESCRIPTION	LIST	NET AMOUNT	
1	0	4238140404 AIR P	51.21	45.59	
1	0	WSR6P PLUG	8.24	8.24	
1	0	ST265232 BELT	54.74	54.74	
PS-100					
THANK YOU FROM ALL OF US AT MAC HAIK FORD			PARTS	108.57	
X Customer Signature			SUBLET	0.00	
			FREIGHT	0.00	
			SALES TAX	0.00	
			TOTAL	\$108.57	



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 958-7008
www.machalkjacksonford.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

DATE ENTERED 19 AUG 23	YOUR ORDER NO. 99230195	DATE SHIPPED 22 AUG 23	INVOICE DATE 22 AUG 23	INVOICE NUMBER 3114489	17:25
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ORD	B/O	DESCRIPTION	LIST	NET AMOUNT	
1	0	4238140404 AIR P	51.21	45.59	
1	0	WSR6P PLUG	8.24	8.24	
1	0	ST265232 BELT	54.74	54.74	
PS-100					
THANK YOU FROM ALL OF US AT MAC HAIK FORD			PARTS	108.57	
X Customer Signature			SUBLET	0.00	
			FREIGHT	0.00	
			SALES TAX	0.00	
			TOTAL	\$108.57	

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

1182

CUSTOMER #: 195334 229250
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
HOME: 601-960-1590
BUS: 601-960-1590
INVOICE # 5019 JOHNATHAN COURTNEY
SERVICE ADVISOR: 5019 JOHNATHAN COURTNEY
VIN: 1FT8W3DP3CEC12731
LICENSE: PT759
MILEAGE IN / OUT: 131108/131108
TAG: T2712
DEL. DATE: 01JAN12
PRODD. DATE: 12
WARR. EXP.: 17:00
PROMISED: 25OCT23
PO NO.:
RATE:
PAYMENT: CASH
INV. DATE: 20NOV23
R.O. OPENED:
READY:
OPTIONS: ENG:6.7_LITER 10) PT759
08:32 20OCT23 08:15 20NOV23
LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
A EXPRESS SERVICE MULTI POINT INSPECTION
99PX EXPRESS SERVICE MULTI POINT INSPECTION
5001 CPF1
5000 CPF1
CS CUSTOMER STATES REPLACE SHOCK ABSORBER.)
5001 CPF1

B REPLACE FRONT BRAKE PAD, INCLUDES TURN FRONT ROTORS
FBRAKE REPLACE FRONT BRAKE PAD, INCLUDES TURN FRONT ROTORS
5001 CPF1
1 AU2Z*2V001*C KIT - BRAKE LINING 109.98 109.98 109.98
2 7U2Z*1V125*CC ROTOR ASY 131.98 131.98 263.96
1 AC3Z*2B120*B CALIPER ASY - BRAKE - LESS PAD 126.80 126.80 126.80
2 CC3Z*1S175*A SEAL 28.60 28.60 57.20
131108 3.00 CUSTOMER CONCERN WAS REPLACE FRONT BRAKE PADS AND ROTORS. VERIFIED CONCERN. REMOVED FRONT BRAKE PADS AND ROTORS AND REPLACED WITH BRAND NEW PADS AND ROTORS. TEST DROVE TO CONFIRM FIX. YES, EVERYTHING WORKING PROPERLY AT THIS TIME.
C** REPLACE REAR BRAKE PADS, INCLUDES TURN REAR ROTORS
RBRAKE REPLACE REAR BRAKE PADS, INCLUDES TURN REAR ROTORS
5001 CPF1
1 8C3Z*2V200*A KIT - BRAKE LINING 109.98 109.98 109.98
2 7U2Z*2V026*C ROTOR ASY 131.98 131.98 263.96
BF PERFORM BRAKE FLUID FLUSH
5001 CPF1
1 35401 BRAKE FLUID 39.96 39.96 119.99
131108 4.60 CUSTOMER CONCERN WAS REPLACE REAR BRAKE PADS AND ROTORS. VERIFIED CONCERN. REMOVED REAR BRAKE PADS AND ROTORS AND INSTALLED NEW BRAKE PADS AND ROTORS. TEST DROVE VEHICLE TO CONFIRM FIX. YES, EVERYTHING WORKING PROPERLY AT THIS TIME.
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.
STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor assumes for it any liability in connection with the sale of this item.
DESCRIPTION TOTALS
LABOR AMOUNT
PARTS AMOUNT
GAS, OIL, LUBE
SUBLET AMOUNT
MISC. CHARGES
TOTAL CHARGES
LESS INSURANCE
SALES TAX
PLEASE PAY THIS AMOUNT
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

CUSTOMER #: 195334 229250
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
HOME: 601-960-1590
BUS: 601-960-1590
INVOICE # 5019 JOHNATHAN COURTNEY
SERVICE ADVISOR: 5019 JOHNATHAN COURTNEY
VIN: 1FT8W3DP3CEC12731
LICENSE: PT759
MILEAGE IN / OUT: 131108/131108
TAG: T2712
DEL. DATE: 01JAN12
PRODD. DATE: 12
WARR. EXP.: 17:00
PROMISED: 25OCT23
PO NO.:
RATE:
PAYMENT: CASH
INV. DATE: 20NOV23
R.O. OPENED:
READY:
OPTIONS: ENG:6.7_LITER 10) PT759
08:32 20OCT23 08:15 20NOV23
LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
D** CUSTOMER STATES CHECK REAR SHOCKS.
CS CUSTOMER STATES
5001 CPF1
2 BC3Z*18125*W SHOCK ABSORBER ASY 102.60 102.60 205.20
131108 1.00 CUSTOMER CONCERN WAS THE REAR SHOCKS. INSPECTED BOTH REAR SHOCKS. BOTH LEAKED OUT ALL FLUID NO REBOUND. REPLACED BOTH REAR SHOCKS. TESTED TO CONFIRM FIX. YES, EVERYTHING WORKING PROPERLY AT THIS TIME.
E** CUSTOMER STATES THERE IS AN OIL LEAK.
CS CUSTOMER STATES
4570 CPF1
1 BC3Z*6710*A GASKET - OIL PAN 22.51 22.51 22.51
2 *W529210*S437 PLOG 15.40 15.40 30.80
2 BC3Z*6626*A GASKET 19.38 19.38 38.76
1 HC3Z*6A642*A OIL COOLER ASY 198.00 198.00 198.00
1 DC3Z*6L621*C GASKET 12.46 12.46 12.46
1 DC3Z*6L621*B GASKET 10.90 10.90 10.90
2 DC3Z*6L621*A GASKET 5.78 5.78 11.56
1 BC3Z*6840*A GASKET 11.76 11.76 11.76
1 BC3Z*6881*B ADAPTOR - OIL FILTER 79.20 79.20 79.20
1 BC3Z*6701*A SEAL ASY - CRANKSHAFT OIL 43.66 43.66 43.66
1 BC3Z*6695*B PAN ASY - ENGINE OIL 74.06 74.06 74.06
4 *W714962*S437 BOLT 3.03 3.03 12.12
2 BC3Z*6A968*C CONNECTOR - OIL TUBE 17.40 17.40 34.80
1 BC3Z*6B689*A TUBE ASY - OIL FEED 29.51 29.51 29.51
1 BC3Z*9U469*A TUBE - WATER OUTLET 36.11 36.11 36.11
1 BC3Z*6C646*A DUCT - AIR 212.66 212.66 212.66
1 BU2Z*6731*C KIT - ELEMENT & GASKET - OIL F 45.98 45.98 45.98
13 XO*15W40*QSD MOTORCRAFT SAE 15W-40
WSS-M2C1
3 VC*13*G ANTI-FRERZE 7.32 7.32 95.16
1 DC3Z*6A785*C SEPARATOR ASY - OIL 21.95 21.95 65.85
1 BC3Z*6B850*A HOSE 157.30 157.30 157.30
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.
STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor assumes for it any liability in connection with the sale of this item.
DESCRIPTION TOTALS
LABOR AMOUNT
PARTS AMOUNT
GAS, OIL, LUBE
SUBLET AMOUNT
MISC. CHARGES
TOTAL CHARGES
LESS INSURANCE
SALES TAX
PLEASE PAY THIS AMOUNT
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

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

1184



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

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

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

SHIP VIA: PICKUP-RC
BLSM: 4957
BL NO.:
D CODE: - W

ORD.	SHIP	BO	PART NUMBER	DESCRIPTION	TERMS	LIST	NET	AMOUNT
0			NP90738S	PUMP	ZS00	357.64	357.64	357.64
0			NP90738S	TIMIN	ZS00	344.96	344.96	344.96
							907.38	907.38
							250.34	250.34
							360.17	360.17
							907.38	907.38

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS: 917.22
SUBLET:
FREIGHT: 0.00
SALES TAX: 0.00
TOTAL: \$917.22

Customer Signature: _____
CUSTOMER COPY



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

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

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

SHIP VIA: PICKUP-RC
BLSM: 4957
BL NO.:
D CODE: - W

ORD.	SHIP	BO	PART NUMBER	DESCRIPTION	TERMS	LIST	NET	AMOUNT
0			NP90738S	PUMP	ZS00	544.96	544.96	544.96
0			NP90738S	TIMIN	ZS00	360.17	360.17	360.17
							907.38	907.38
							250.34	250.34
							360.17	360.17
							907.38	907.38

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS: 917.22
SUBLET:
FREIGHT: 0.00
SALES TAX: 0.00
TOTAL: \$917.22

Customer Signature: _____
CUSTOMER COPY



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

DATE ENTERED: 04 MAY 23 YOUR ORDER NO.: 99230149 DATE SHIPPED: 04 MAY 23 INVOICE DATE: 04 MAY 23 INVOICE NUMBER: 3108518 PAGE 1 OF 1

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

SHIP VIA: DELIVER
BLSM: 4953
BL NO.:
D CODE: - W

ORD.	SHIP	BO	PART NUMBER	DESCRIPTION	TERMS	LIST	NET	AMOUNT
0			LU22*17V528*E	BLADE	BC19E	20.98	15.73	78.65
0			LU22*17V528*J	BLADE	BC19E	20.98	15.73	78.65
0			BX2*65	BATTE	ZS0E	129.95	119.95	597.95
							16.00	80.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS: 835.05
SUBLET:
FREIGHT: 0.00
SALES TAX: 0.00
TOTAL: \$835.05

Customer Signature: _____
CUSTOMER COPY



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

DATE ENTERED: 04 MAY 23 YOUR ORDER NO.: 99230149 DATE SHIPPED: 04 MAY 23 INVOICE DATE: 04 MAY 23 INVOICE NUMBER: 3108518 PAGE 1 OF 1

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

SHIP VIA: DELIVER
BLSM: 4953
BL NO.:
D CODE: - W

ORD.	SHIP	BO	PART NUMBER	DESCRIPTION	TERMS	LIST	NET	AMOUNT
0			LU22*17V528*E	BLADE	BC19E	20.98	15.73	78.65
0			LU22*17V528*J	BLADE	BC19E	20.98	15.73	78.65
0			BX2*65	BATTE	ZS0E	129.95	119.95	597.95
							16.00	80.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS: 835.05
SUBLET:
FREIGHT: 0.00
SALES TAX: 0.00
TOTAL: \$835.05

Customer Signature: _____
CUSTOMER COPY

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

1185



6130 155 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

13 JUN 23 DATE ENTERED 15 JUN 23 YOUR ORDER NO. FOX DATE SHIPPED 15 JUN 23 INVOICE DATE INVOICE NUMBER 3110894 PAGE 1 OF 1 13:23

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

SHIP VIA DELIVERED 4 4 0 26744 4953 JCODE - W 245/6 TERMS DESCRIPTION LIST NET AMOUNT JACKSON, MS

ORD	SHIP	B.O.	PART NUMBER	JCODE	W	TERMS	DESCRIPTION	LIST	NET	AMOUNT	F.O.B.
4	4	0	26744	4953	W	245/6		50.00	50.00	200.00	JACKSON, MS

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Core's must be returned in original box to receive credit.
Purchases paid by check, must wait 10 business days for refund.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

PARTS 200.00
SUBLET 0.00
FREIGHT 0.00
SALES TAX 16.00
TOTAL \$216.00

Customer Signature _____

CUSTOMER COPY



6130 155 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

13 JUN 23 DATE ENTERED 15 JUN 23 YOUR ORDER NO. FOX DATE SHIPPED 15 JUN 23 INVOICE DATE INVOICE NUMBER 3110894 PAGE 1 OF 1 13:23

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

SHIP VIA DELIVERED 4 4 0 26744 4953 JCODE - W 245/6 TERMS DESCRIPTION LIST NET AMOUNT JACKSON, MS

ORD	SHIP	B.O.	PART NUMBER	JCODE	W	TERMS	DESCRIPTION	LIST	NET	AMOUNT	F.O.B.
4	4	0	26744	4953	W	245/6		50.00	50.00	200.00	JACKSON, MS

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS 200.00
SUBLET 0.00
FREIGHT 0.00
SALES TAX 16.00
TOTAL \$216.00

Customer Signature _____

CUSTOMER COPY



6130 155 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

09 JUL 23 DATE ENTERED 13 JUL 23 YOUR ORDER NO. 92230195 DATE SHIPPED 14 JUL 23 INVOICE DATE INVOICE NUMBER 3112293 PAGE 1 OF 1 09:37

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

SHIP VIA DELIVERED 4 4 0 J1121007DCP 4953 JCODE - W WHEEL TERMS DESCRIPTION LIST NET AMOUNT JACKSON, MS

ORD	SHIP	B.O.	PART NUMBER	JCODE	W	TERMS	DESCRIPTION	LIST	NET	AMOUNT	F.O.B.
4	4	0	J1121007DCP	4953	W		WHEEL	591.75	434.31	1,737.24	JACKSON, MS

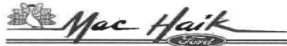
THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Core's must be returned in original box to receive credit.
Purchases paid by check, must wait 10 business days for refund.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

PARTS 1,737.24
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$1,737.24

Customer Signature _____

CUSTOMER COPY



6130 155 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

09 JUL 23 DATE ENTERED 13 JUL 23 YOUR ORDER NO. 92230195 DATE SHIPPED 14 JUL 23 INVOICE DATE INVOICE NUMBER 3112293 PAGE 1 OF 1 09:37

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

SHIP VIA DELIVERED 4 4 0 J1121007DCP 4953 JCODE - W WHEEL TERMS DESCRIPTION LIST NET AMOUNT JACKSON, MS

ORD	SHIP	B.O.	PART NUMBER	JCODE	W	TERMS	DESCRIPTION	LIST	NET	AMOUNT	F.O.B.
4	4	0	J1121007DCP	4953	W		WHEEL	591.75	434.31	1,737.24	JACKSON, MS

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS 1,737.24
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$1,737.24

Customer Signature _____

CUSTOMER COPY

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

1186

Mac Haik
6130 I 55 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

Police Taurus Wheel

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

DATE ENTERED: 17 JUL 23 YOUR ORDER NO.: 99230195 DATE SHIPPED: 17 JUL 23 INVOICE DATE: INVOICE NUMBER: 3112427 PAGE 1 OF 1

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

SHIP VIA: PICKUP-FC BLSM: 5036 BL NO: NCODE - W TERMS: W-COMP: F.O.B.: JACKSON, MS

ORD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	2	0	DG1241015*A	WHEEL	337	377.05	377.05
2	2	0	9L3Z*1A189*A	WHEEL KIT	21	62.71	125.42

THANK YOU FROM ALL OF US AT MAC HAIK FORD

Customer Signature: X

PARTS: 502.47
SUBLET: 0.00
FREIGHT: 0.00
SALES TAX: 0.00
TOTAL: \$502.47

CUSTOMER COPY

Mac Haik
6130 I 55 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

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DATE ENTERED: 17 JUL 23 YOUR ORDER NO.: 99230195 DATE SHIPPED: 17 JUL 23 INVOICE DATE: INVOICE NUMBER: 3112427 PAGE 1 OF 1

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

SHIP VIA: PICKUP-FC BLSM: 5036 BL NO: NCODE - W TERMS: W-COMP: F.O.B.: JACKSON, MS

ORD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
2	2	0	DG1241015*A	WHEEL	337	377.05	377.05
2	2	0	9L3Z*1A189*A	WHEEL KIT	21	62.71	125.42

THANK YOU FROM ALL OF US AT MAC HAIK FORD

Customer Signature: X

PARTS: 502.47
SUBLET: 0.00
FREIGHT: 0.00
SALES TAX: 0.00
TOTAL: \$502.47

\$502.47

Mac Haik
6130 I 55 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

Police 2018 Ford Explorer

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

DATE ENTERED: 18 JUL 23 YOUR ORDER NO.: 99230195 DATE SHIPPED: 18 JUL 23 INVOICE DATE: INVOICE NUMBER: 3112457 PAGE 1 OF 1

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

SHIP VIA: PICKUP-FC BLSM: 4490 BL NO: NCODE - W TERMS: W-COMP: F.O.B.: JACKSON, MS

ORD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
6	6	0	HU5Z*14N089*B	RELAY	50B	13.75	82.50

THANK YOU FROM ALL OF US AT MAC HAIK FORD

Customer Signature: X

PARTS: 82.50
SUBLET: 0.00
FREIGHT: 0.00
SALES TAX: 0.00
TOTAL: \$82.50

CUSTOMER COPY

Mac Haik
6130 I 55 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

DATE ENTERED: 18 JUL 23 YOUR ORDER NO.: 99230195 DATE SHIPPED: 18 JUL 23 INVOICE DATE: INVOICE NUMBER: 3112457 PAGE 1 OF 1

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

SHIP VIA: PICKUP-FC BLSM: 4490 BL NO: NCODE - W TERMS: W-COMP: F.O.B.: JACKSON, MS

ORD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
6	6	0	HU5Z*14N089*B	RELAY	50B	13.75	82.50

THANK YOU FROM ALL OF US AT MAC HAIK FORD

Customer Signature: X

PARTS: 82.50
SUBLET: 0.00
FREIGHT: 0.00
SALES TAX: 0.00
TOTAL: \$82.50

\$82.50

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

1187

Mac Haik *2010 Crown Victoria Police*

6130 I 55 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

09:36
DATE ENTERED 21 JUL 23 YOUR ORDER NO. 1 DATE SHIPPED 21 JUL 23 INVOICE DATE 21 JUL 23 INVOICE NUMBER 3112725 PAGE 1 OF 1

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

SHIP VIA PICKUP-FC BLN 5038 BLN NO. 5038 TERMS W-COMP: FO=W F.O.B. JACKSON MS

ORD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	0	0	4022*1V125*AB	ROTOR KIT - BC10R	74.98	56.23	112.46	
1	0	0	4022*2V200*CA	TIRE - BRAS	74.98	56.23	0.00	
2	0	0	166681001	The following parts have been special ordered:	162.74	159.99	319.98	
2	0	0	4022*2V200*CA	TIRE - BRAS				

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS 432.44
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$432.44

X Customer Signature

CUSTOMER COPY \$432.44

Mac Haik

6130 I 55 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

09:36
DATE ENTERED 21 JUL 23 YOUR ORDER NO. 1 DATE SHIPPED 21 JUL 23 INVOICE DATE 21 JUL 23 INVOICE NUMBER 3112725 PAGE 1 OF 1

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

SHIP VIA PICKUP-FC BLN 5038 BLN NO. 5038 TERMS W-COMP: FO=W F.O.B. JACKSON MS

ORD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	0	0	4022*1V125*AB	ROTOR KIT - BC10R	74.98	56.23	112.46	
1	0	0	4022*2V200*CA	TIRE - BRAS	74.98	56.23	0.00	
2	0	0	166681001	The following parts have been special ordered:	162.74	159.99	319.98	
2	0	0	4022*2V200*CA	TIRE - BRAS				

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS 432.44
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$432.44

X Customer Signature

CUSTOMER COPY \$432.44

Mac Haik *Proble*

6130 I 55 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

10:52
DATE ENTERED 21 AUG 23 YOUR ORDER NO. FOX DATE SHIPPED 21 AUG 23 INVOICE DATE 21 AUG 23 INVOICE NUMBER 3114514 PAGE 1 OF 1

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

SHIP VIA DELIVERY BLN 4954 BLN NO. 4954 TERMS W-COMP: FO=W F.O.B. JACKSON MS

ORD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	515162	HUB ZSOP	259.25	259.25	259.25	

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS 259.25
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$259.25

X Customer Signature

CUSTOMER COPY \$259.25

Mac Haik

6130 I 55 N. - Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

10:52
DATE ENTERED 21 AUG 23 YOUR ORDER NO. FOX DATE SHIPPED 21 AUG 23 INVOICE DATE 21 AUG 23 INVOICE NUMBER 3114514 PAGE 1 OF 1

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

SHIP VIA DELIVERY BLN 4954 BLN NO. 4954 TERMS W-COMP: FO=W F.O.B. JACKSON MS

ORD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	515162	HUB ZSOP	259.25	259.25	259.25	

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS 259.25
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$259.25

X Customer Signature

CUSTOMER COPY \$259.25

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

1188



Garage Oil

6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

11:05
DATE ENTERED 25 AUG 23 YOUR ORDER NO. 99230195 DATE SHIPPED 25 AUG 23 INVOICE DATE 25 AUG 23 INVOICE NUMBER 3114846 PAGE 1 OF 1

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

SHIP VIA DELIVERY
ORD. SHIP. B.O. PART NUMBER
1 1 0 85405

TERMS ECODE - W
HY OI

DESCRIPTION ZSOP

LIST	NET	AMOUNT
114.00	114.00	114.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Cores must be returned in original box to receive credit.
Purchases paid by check, must wait 10 business days for refund.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

PARTS 114.00
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$114.00

CUSTOMER COPY



\$114.00

6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

11:05
DATE ENTERED 25 AUG 23 YOUR ORDER NO. 99230195 DATE SHIPPED 25 AUG 23 INVOICE DATE 25 AUG 23 INVOICE NUMBER 3114846 PAGE 1 OF 1

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

SHIP VIA DELIVERY
ORD. SHIP. B.O. PART NUMBER
1 1 0 85405

TERMS ECODE - W
HY OI

DESCRIPTION ZSOP

LIST	NET	AMOUNT
114.00	114.00	114.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Cores must be returned in original box to receive credit.
Purchases paid by check, must wait 10 business days for refund.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

PARTS 114.00
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$114.00

CUSTOMER COPY



Garage Oil

6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

09:45
DATE ENTERED 25 AUG 23 YOUR ORDER NO. 99230195 DATE SHIPPED 25 AUG 23 INVOICE DATE 25 AUG 23 INVOICE NUMBER 3114849 PAGE 1 OF 1

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

SHIP VIA DELIVERY
ORD. SHIP. B.O. PART NUMBER
4 4 0 85405

TERMS ECODE - W
HY OI

DESCRIPTION ZSOP

LIST	NET	AMOUNT
114.00	114.00	456.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Cores must be returned in original box to receive credit.
Purchases paid by check, must wait 10 business days for refund.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

PARTS 456.00
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$456.00

CUSTOMER COPY



\$456.00

6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

09:45
DATE ENTERED 25 AUG 23 YOUR ORDER NO. 99230195 DATE SHIPPED 25 AUG 23 INVOICE DATE 25 AUG 23 INVOICE NUMBER 3114849 PAGE 1 OF 1

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

SHIP VIA DELIVERY
ORD. SHIP. B.O. PART NUMBER
4 4 0 85405

TERMS ECODE - W
HY OI

DESCRIPTION ZSOP

LIST	NET	AMOUNT
114.00	114.00	456.00

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Cores must be returned in original box to receive credit.
Purchases paid by check, must wait 10 business days for refund.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

PARTS 456.00
SUBLET 0.00
FREIGHT 0.00
SALES TAX 0.00
TOTAL \$456.00

CUSTOMER COPY

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

1189



Parad Streets

6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

DATE ENTERED: 28 AUG 23 YOUR ORDER NO: 99230195 DATE SHIPPED: 28 AUG 23 INVOICE DATE: 28 AUG 23 INVOICE NUMBER: 3114891 PAGE 1 OF 1

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

SHIP VIA: PICKUP-FC B.O. 0 PART NUMBER: 4954 ECOCODE - W TERMS: ANTIF DESCRIPTION: ZSOE LIST: 28.79 NET: 28.79 AMOUNT: 345.48

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Cores must be returned in original Box to receive credit.
Purchases paid by check, must wait 10 business days for return.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

TOTAL: \$345.48



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

DATE ENTERED: 28 AUG 23 YOUR ORDER NO: 99230195 DATE SHIPPED: 28 AUG 23 INVOICE DATE: 28 AUG 23 INVOICE NUMBER: 3114891 PAGE 1 OF 1

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

SHIP VIA: PICKUP-FC B.O. 0 PART NUMBER: 4954 ECOCODE - W TERMS: ANTIF DESCRIPTION: ZSOE LIST: 28.79 NET: 28.79 AMOUNT: 345.48

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

TOTAL: \$345.48



Garage

6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

DATE ENTERED: 29 AUG 23 YOUR ORDER NO: 99230195 DATE SHIPPED: 16 OCT 23 INVOICE DATE: 16 OCT 23 INVOICE NUMBER: 3115013 PAGE 1 OF 1

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

SHIP VIA: PICKUP-FC B.O. 0 PART NUMBER: 2052*13411*DA ECOCODE - W TERMS: SOCKE DESCRIPTION: SOCKE LIST: 13.19 NET: 13.19 AMOUNT: 13.19

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Cores must be returned in original Box to receive credit.
Purchases paid by check, must wait 10 business days for return.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

TOTAL: \$26.38



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

DATE ENTERED: 29 AUG 23 YOUR ORDER NO: 99230195 DATE SHIPPED: 16 OCT 23 INVOICE DATE: 16 OCT 23 INVOICE NUMBER: 3115013 PAGE 1 OF 1

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

SHIP VIA: PICKUP-FC B.O. 0 PART NUMBER: 2052*13411*DA ECOCODE - W TERMS: SOCKE DESCRIPTION: SOCKE LIST: 13.19 NET: 13.19 AMOUNT: 13.19

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

TOTAL: \$26.38

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

1190



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

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08:00 DATE ENTERED 11 AUG 23	YOUR ORDER NO. 99230195	DATE SHIPPED 16 OCT 23	INVOICE DATE 16 OCT 23	INVOICE NUMBER 3113992	08:00			
S O D I O			S H I P T O					
CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601) 960-1593			ACCOUNT NO. COJ PAGE 1 OF 1					
SHIP VIA DELIVER			TERMS FO=W					
ORD	SHIP	B.O.	BL. NO. 55056906AH	DESCRIPTION HEATE	LIST	NET	JACKSON, MS	AMOUNT
1	1	0	PT826		97.50	97.50		97.50
THANK YOU FROM ALL OF US AT MAC HAIK FORD								PARTS SUBLET FREIGHT SALES TAX TOTAL 97.50 0.00 0.00 \$97.50
Customer Signature								PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Core must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.

CUSTOMER COPY

\$97.50



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

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08:00 DATE ENTERED 11 AUG 23	YOUR ORDER NO. 99230195	DATE SHIPPED 16 OCT 23	INVOICE DATE 16 OCT 23	INVOICE NUMBER 3113992	08:00			
S O D I O			S H I P T O					
CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601) 960-1593			ACCOUNT NO. COJ PAGE 1 OF 1					
SHIP VIA DELIVER			TERMS FO=W					
ORD	SHIP	B.O.	BL. NO. 55056906AH	DESCRIPTION HEATE	LIST	NET	JACKSON, MS	AMOUNT
1	1	0	PT826		97.50	97.50		97.50
THANK YOU FROM ALL OF US AT MAC HAIK FORD								PARTS SUBLET FREIGHT SALES TAX TOTAL 97.50 0.00 0.00 \$97.50
Customer Signature								PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Core must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.

CUSTOMER COPY

\$97.50



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

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09:46 DATE ENTERED 10 AUG 23	YOUR ORDER NO. 99230195	DATE SHIPPED 10 AUG 23	INVOICE DATE 10 AUG 23	INVOICE NUMBER 3113894	09:46			
S O D I O			S H I P T O					
CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601) 960-1593			ACCOUNT NO. COJ PAGE 1 OF 1					
SHIP VIA DELIVER			TERMS FO=W					
ORD	SHIP	B.O.	BL. NO. 55056906AH	DESCRIPTION LT245	LIST	NET	JACKSON, MS	AMOUNT
4	4	0	TK0891		217.00	204.55		818.20
THANK YOU FROM ALL OF US AT MAC HAIK FORD								PARTS SUBLET FREIGHT SALES TAX TOTAL 818.20 0.00 0.00 \$818.20
Customer Signature								PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Core must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.

CUSTOMER COPY

\$818.20



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

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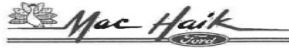
09:46 DATE ENTERED 10 AUG 23	YOUR ORDER NO. 99230195	DATE SHIPPED 10 AUG 23	INVOICE DATE 10 AUG 23	INVOICE NUMBER 3113894	09:46			
S O D I O			S H I P T O					
CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601) 960-1593			ACCOUNT NO. COJ PAGE 1 OF 1					
SHIP VIA DELIVER			TERMS FO=W					
ORD	SHIP	B.O.	BL. NO. 9022*364220*	DESCRIPTION LT245	LIST	NET	JACKSON, MS	AMOUNT
4	4	0	TK0891		217.00	204.55		818.20
THANK YOU FROM ALL OF US AT MAC HAIK FORD								PARTS SUBLET FREIGHT SALES TAX TOTAL 818.20 0.00 0.00 \$818.20
Customer Signature								PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Core must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.

CUSTOMER COPY

\$818.20

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

1191



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

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12:02 DATE ENTERED 03 AUG 23	YOUR ORDER NO. PT629	DATE SHIPPED 03 AUG 23	INVOICE DATE 03 AUG 23	INVOICE NUMBER 3113472	12:02			
SOLD TO CITY OF JACKSON 50 BOX 17 JACKSON, MS 39206 (601)960-1593			SHIP TO ACCOUNT NO. COJ REMAN					
SHIP VIA PICKUP-FC			TERMS ZSOP					
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	4954	REMAN	200.00	150.00	150.00	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS	220.00
X Customer Signature							SUBLET	0.00
							FREIGHT	0.00
							SALES TAX	0.00
							TOTAL	\$220.00

CUSTOMER COPY

\$220.00



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

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12:02 DATE ENTERED 03 AUG 23	YOUR ORDER NO. PT629	DATE SHIPPED 03 AUG 23	INVOICE DATE 03 AUG 23	INVOICE NUMBER 3113472	12:02			
SOLD TO CITY OF JACKSON 50 BOX 17 JACKSON, MS 39206 (601)960-1593			SHIP TO ACCOUNT NO. COJ REMAN					
SHIP VIA PICKUP-FC			TERMS ZSOP					
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	4954	REMAN	200.00	150.00	150.00	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS	220.00
X Customer Signature							SUBLET	0.00
							FREIGHT	0.00
							SALES TAX	0.00
							TOTAL	\$220.00

CUSTOMER COPY

\$220.00



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

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09:45 DATE ENTERED 17 JUL 23	YOUR ORDER NO. 99230195	DATE SHIPPED 17 JUL 23	INVOICE DATE 17 JUL 23	INVOICE NUMBER 3112397	09:45			
SOLD TO CITY OF JACKSON 50 BOX 17 JACKSON, MS 39206 (601)960-1593			SHIP TO ACCOUNT NO. COJ HERCU					
SHIP VIA DELIVER			TERMS ZSOP					
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	98376	HERCU	949.18	706.24	706.24	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS	706.24
X Customer Signature							SUBLET	0.00
							FREIGHT	0.00
							SALES TAX	0.00
							TOTAL	\$706.24

CUSTOMER COPY

\$706.24



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaijacksonford.com

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09:45 DATE ENTERED 17 JUL 23	YOUR ORDER NO. 99230195	DATE SHIPPED 17 JUL 23	INVOICE DATE 17 JUL 23	INVOICE NUMBER 3112397	09:45			
SOLD TO CITY OF JACKSON 50 BOX 17 JACKSON, MS 39206 (601)960-1593			SHIP TO ACCOUNT NO. COJ HERCU					
SHIP VIA DELIVER			TERMS ZSOP					
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	98376	HERCU	949.18	706.24	706.24	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS	706.24
X Customer Signature							SUBLET	0.00
							FREIGHT	0.00
							SALES TAX	0.00
							TOTAL	\$706.24

CUSTOMER COPY

\$706.24

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

1192

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

QUAN	PART NO.	DESCRIPTION	AMOUNT
1		hose	76.94
1	RD119-7273	steel tube	263.98
1	68x06x120	cutting edge	882.00
1		parking lot	207.90
2		freight	47.82
5	X156	teeth	71.60
5	SS02116	shank	217.50
5	P156	pin	18.50
TOTAL PARTS			903.14

COKE BORING INC. #4523
 P.O. BOX 2015
 FLORENCE, MS 38073
 Call 601-942-9331
 Vendor #71128

NAME: City of Jackson DATE: 4-5-23

ADDRESS: _____

CITY: _____

MAKE: Kohler MODEL: TX161-3 UNIT #: T-228 SERIAL NUMBER: _____ HOUR METER READING: _____

OFFER NO.: _____ LABOR INSTRUCTIONS: _____ OTHER WRITTEN BY: _____

Replace 1 hose and 1 steel tube on stick. Replaced stick cylinder. Removed block and hammer. Replaced cutting edge on block. Replaced 5 shanks 5 teeth, and 5 pins on bucket. Worked on bottom of bucket. Installed bucket and block.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERE TO YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

AUTHORIZED BY: *William R. Bell*

RESERVED BY: _____

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET: 10 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (annual rate 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF ANY CHARGES REMAIN UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 33 1/3% OF THE BALANCE DUE ON SAID ACCOUNT.

TOTAL LABOR	908.00
TOTAL PARTS	903.14
GAS, OIL, GREASE	
OUTSIDE REPAIRS	
MISC. MERCHANDISE	
SUB TOTAL	4988.14
STATE TAX	
TOTAL AMOUNT	4988.14

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

QUAN	PART NO.	DESCRIPTION	AMOUNT
1	1R-009	Filter	32.51
1	3242	Filter	44.13
TOTAL PARTS			77.12

COKE BORING INC. #6223
 P.O. BOX 2015
 FLORENCE, MS 38073
 Call 601-942-9331
 Vendor #71128

NAME: City of Jackson DATE: 6-2-23

ADDRESS: _____

CITY: _____

MAKE: Oshkosh MODEL: TK096 SERIAL NUMBER: _____ HOUR METER READING: _____

OFFER NO.: _____ LABOR INSTRUCTIONS: _____ OTHER WRITTEN BY: _____

Replace 2 fuel Filters and flush out fuel lines.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERE TO YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

AUTHORIZED BY: *William R. Bell*

RESERVED BY: _____

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET: 10 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (annual rate 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF ANY CHARGES REMAIN UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 33 1/3% OF THE BALANCE DUE ON SAID ACCOUNT.

TOTAL LABOR	760.00
TOTAL PARTS	77.12
GAS, OIL, GREASE	
OUTSIDE REPAIRS	
MISC. MERCHANDISE	21.50
SUB TOTAL	858.62
STATE TAX	
TOTAL AMOUNT	858.62

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

1193

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

QUAN	PART NO.	DESCRIPTION	AMOUNT
1		parking kit	76.92
50	Seal	hydraulic oil	40.00

Loadkill

COKE BORING INC. # 81423
P.O. BOX 2015 FLORENCE, MS 39073 Cell 601-942-9331 Vendor # 71125

NAME City of Jackson DATE 8-14-23

ADDRESS _____

CITY _____

MAKE Cat MODEL _____ UNIT # F-13 SERIAL NUMBER _____ HOUR METER READING _____

OPER. NO. _____ LABOR INSTRUCTIONS _____ ORDER WRITTEN BY _____

Removed steer axle, packed steering cylinder installed axle. Filled with hrd oil.

TOTAL LABOR	12.10	00
TOTAL PARTS	118.92	
GAS, OIL, GREASE		
OUTSIDE REPAIRS		
MISC. MERCHANDISE		
SUB TOTAL	1328.92	
STATE TAX		
TOTAL AMOUNT	1328.92	

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERE TO YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CHARGE BEYOND YOUR CONTROL.

AUTHORIZED BY _____ RECEIVED BY _____

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET: 10 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (annual rate 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF ANY CHARGES REMAIN UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 30-10% OF THE BALANCE DUE ON SAID ACCOUNT.

TOTAL PARTS 118.92

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

QUAN	PART NO.	DESCRIPTION	AMOUNT
1		parking kit	123.63
1	A216408	clamp	60.00
2	S0522066	bolt	9.00
4	D917006	washer	8.70
1		Freight charge	19.70
3		hpd oil	27.00

Tractor

COKE BORING INC. # 5623
P.O. BOX 2015 FLORENCE, MS 39073 Cell 601-942-9331 Vendor # 71128

NAME City of Jackson DATE 5-6-23

ADDRESS _____

CITY _____

MAKE _____ MODEL G305 UNIT # F-10 SERIAL NUMBER _____ HOUR METER READING _____

OPER. NO. _____ LABOR INSTRUCTIONS _____ ORDER WRITTEN BY _____

Packed 1 cylinder on truck. removed 2 broken bolts installed 1 clamp, 2 bolts 4 washers and filled with hpd oil.

TOTAL LABOR	570.00	
TOTAL PARTS	249.03	
GAS, OIL, GREASE		
OUTSIDE REPAIRS		
MISC. MERCHANDISE		
SUB TOTAL	819.03	
STATE TAX		
TOTAL AMOUNT	819.03	

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERE TO YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CHARGE BEYOND YOUR CONTROL.

AUTHORIZED BY William D. [Signature] RECEIVED BY _____

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET: 10 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (annual rate 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF ANY CHARGES REMAIN UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 30-10% OF THE BALANCE DUE ON SAID ACCOUNT.

TOTAL PARTS 249.03

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

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

QUAN.	PART NO.	DESCRIPTION	AMOUNT
1	9150024	Spring	210.80
1		axle	1242.98
1		bolt kit	55.93

*Briggs
w/
Drumage*

COKE BORING INC. #41023
P.O. BOX 2015
FLORENCE, MS 39073
Cell 601-942-9331
Vendor # 71128

NAME: *City of Jackson* DATE: *4-10-23*

ADDRESS: _____

CITY: *99030307*

MAKE: _____ MODEL: _____ UNIT #: *R-296* SERIAL NUMBER: _____ HOUR METER READING: _____

OPER. NO. _____ LABOR INSTRUCTIONS ORDER WRITTEN BY _____

Replaced rear axle on trailer. Replaced right rear spring.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREFO YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

AUTHORIZED BY: *William Bell*

RECEIVED BY: _____

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET: 10 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (annual rate 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 10 DAYS. IF ANY PORTION OF ANY CHARGES REMAIN UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 33 1/3% OF THE BALANCE DUE ON SAID ACCOUNT.

TOTAL LABOR	1045.00
TOTAL PARTS	1509.71
GAS, OIL, GREASE	
OUTSIDE REPAIRS	
MISC. MERCHANDISE	
SUB TOTAL	2554.71
STATE TAX	
TOTAL AMOUNT	2554.71

TOTAL PARTS *1509.71*

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

QUAN.	PART NO.	DESCRIPTION	AMOUNT
-------	----------	-------------	--------

BeD

COKE BORING INC. #8823
P.O. BOX 2015
FLORENCE, MS 39073
Cell 601-942-9331
Vendor # 71128

NAME: *City of Jackson* DATE: *8-8-23*

ADDRESS: _____

CITY: _____

MAKE: _____ MODEL: _____ UNIT #: *R-292* SERIAL NUMBER: _____ HOUR METER READING: _____

OPER. NO. _____ LABOR INSTRUCTIONS ORDER WRITTEN BY _____

Replaced spring hoses

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREFO YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

AUTHORIZED BY: _____

RECEIVED BY: _____

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET: 10 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (annual rate 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 10 DAYS. IF ANY PORTION OF ANY CHARGES REMAIN UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 33 1/3% OF THE BALANCE DUE ON SAID ACCOUNT.

TOTAL LABOR	770.00
TOTAL PARTS	
GAS, OIL, GREASE	
OUTSIDE REPAIRS	
MISC. MERCHANDISE	
SUB TOTAL	770.00
STATE TAX	
TOTAL AMOUNT	770.00

TOTAL PARTS

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

1195

ALWAYS RECALL WHEN ORDERING

QTY	PART NO.	DESCRIPTION	AMOUNT
2	parting kit		181.22
1	hose		63.24

By order of
City of Jackson

COKE BORING INC. #42323
P.O. BOX 2015
FLORENCE, MS 38073
Cell 801-942-8831
Vendor # 71158

NAME: City of Jackson DATE: 4-22-23

ADDRESS: _____

CITY: _____

MAKE: Kubota MODEL: 90L 75 UNIT # 19241 SERIAL NUMBER: _____ HOUR METER READING: _____

LABOR INSTRUCTIONS: *Replaced both tilt cylinders and replaced 1 hose.*

No. 44230234

TOTAL LABOR	740	0.00
TOTAL PARTS	244	46
GAS, OIL, LUBES		
OUTSIDE REPAIRS		
MISC. MERCHANDISE		
SUB TOTAL	1009	46
STATE TAX		
TOTAL AMOUNT	1009	46

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSTRUCTION OR REPAIR AT MY RISK AN EXPRESS MECHANIC LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS HEREON YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO REPAIR OR ARTICLES LEFT IN VEHICLE AS A RESULT OF THE REPAIRS OR ANY OTHER CAUSE UNLESS OTHERWISE NOTED.

AUTHORIZED BY: *[Signature]*

RECEIVED BY: _____

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET 15 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (based on 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF ANY CHARGE REMAINS UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY FEE AND AN ATTORNEY'S FEE IN THE AMOUNT OF 25.00% OF THE BALANCE DUE ON SAID ACCOUNT.



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

233-490399

CITY OF JACKSON

RECEIVED BY _____

2350139

(601)960-1592

Invoice #



02330490399

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230222
Date: 12/7/2022

Page #1

Time: 8:01:54
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Deser	Cor	List	Your Cost	Extension	Tax
			2020 FORD F250 SUPER DUTY P/U V8-6210 6.2L SOHC					
			Product Info: BXT65750					
EX 1		MTC BXT-65-850	BXT65850 TESTED TO	0.00	222.65	148.43	148.43	N
			Product Info: BXT65850					
			tk891					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	222.65	148.43	0.00	0.00

Sign up for promotions at www.btbaautoparts.com

Pay This Amount: \$148.43 BC



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233-490399

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(601)960-1592

Invoice #



02330490399

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230222
Date: 12/7/2022

Page #1

Time: 8:01:54
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JACKSON, MS 39201

Qty	Line	Part #	Deser	Cor	List	Your Cost	Extension	Tax
			2020 FORD F250 SUPER DUTY P/U V8-6210 6.2L SOHC					
			Product Info: BXT65750					
EX 1		MTC BXT-65-850	BXT65850 TESTED TO	0.00	222.65	148.43	148.43	N
			Product Info: BXT65850					
			tk891					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	222.65	148.43	0.00	0.00

Sign up for promotions at www.btbaautoparts.com

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Pay This Amount: \$148.43 BC

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

1196



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PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

CITY 233-489882
RECEIVED BY _____

2350139 (601)960-1592
CITY OF JACKSON PBI
200 S PRESIDENT ST
JACKSON, MS 39201

Invoice # 02330489882
PO # cash
Date: 12/1/2022

Cash Station: MGR
Page #1
Time: 11:10:47
Counterman: RO
Duplicate

No Equip #

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2		2004 CHEVROLET SILVERADO 1500 PU V8-325 5.3L						
		PBS PMS15054	FRONT HUB ASSEMBLY	0.00	169.68	113.00	226.00	N

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

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

Pay This Amount: \$226.00 CA



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JACKSON, MS 39201
(601)354-2560

CITY 233-489882
RECEIVED BY _____

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CITY OF JACKSON PBI
200 S PRESIDENT ST
JACKSON, MS 39201

Invoice # 02330489882
PO # cash
Date: 12/1/2022

Cash Station: MGR
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Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2		2004 CHEVROLET SILVERADO 1500 PU V8-325 5.3L						
		PBS PMS15054	FRONT HUB ASSEMBLY	0.00	169.68	113.00	226.00	N

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

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

CUSTOMER COPY

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CITY 233-488627
RECEIVED BY _____

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CITY OF JACKSON PBI
200 S PRESIDENT ST
JACKSON, MS 39201

Invoice # 02330488627
PO # 99230184
Date: 11/16/2022

Charge Station: MGR
Page #1
Time: 9:22:30
Counterman: KMS
Duplicate

No Equip #

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

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

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CITY OF JACKSON PBI
200 S PRESIDENT ST
JACKSON, MS 39201

Invoice # 02330488627
PO # 99230184
Date: 11/16/2022

Charge Station: MGR
Page #1
Time: 9:22:30
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Duplicate

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

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

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Pay This Amount: \$119.18 BC

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

1197



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233-491080
CITY OF JACKSON

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(601)960-1592

No Equip #

Invoice # 02330491080

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230269
Date: 12/19/2022

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Time: 9:58:42
Counterman: WS
Duplicate

JACKSON, MS 39201

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

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

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233-491080
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Invoice # 02330491080

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CITY OF JACKSON PBI
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Date: 12/19/2022

Page #1
Time: 9:58:42
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Duplicate

JACKSON, MS 39201

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

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

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233-491570
CITY OF JACKSON

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(601)960-1592

No Equip #

Invoice # 02330491570

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230291
Date: 12/19/2022

Page #1
Time: 12:33:58
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2003 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC						
	1	GAT 43504	NEW WATER PUMP	0.00	80.30	53.53	53.53	N
	1	MTC KH709	HEATER HOSE ASSEMBLY	0.00	168.47	112.31	112.31	N
1Q	1	MTC KH-599	HEATER HOSE ASSEMBLY	0.00	55.89	37.26	37.26	N
		Product Info: F81Z18472HB						
		MTC KH-599 qty = 1 ordered from	3002 - PWI - MONROE on					
	2	PHI H6054C1	HALOGEN BULBS	0.00	37.13	24.75	49.50	N
	1	DOR 615-188	INTAKE MANIFOLD	0.00	378.75	252.50	252.50	N
	2	MTC VC7-B	COOLANT/ANTIFREEZE	0.00	29.81	19.87	39.74	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
8	0.00	0.00	-0.00	0.00	817.29	544.84	0.00	0.00

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Pay This Amount: \$544.84 BC



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233-491570
CITY OF JACKSON

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(601)960-1592

Invoice # 02330491570

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230291
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Page #1
Time: 12:33:58
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2003 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC						
	1	GAT 43504	NEW WATER PUMP	0.00	80.30	53.53	53.53	N
	1	MTC KH709	HEATER HOSE ASSEMBLY	0.00	168.47	112.31	112.31	N
1Q	1	MTC KH-599	HEATER HOSE ASSEMBLY	0.00	55.89	37.26	37.26	N
		Product Info: F81Z18472HB						
		MTC KH-599 qty = 1 ordered from	3002 - PWI - MONROE on					
	2	PHI H6054C1	HALOGEN BULBS	0.00	37.13	24.75	49.50	N
	1	DOR 615-188	INTAKE MANIFOLD	0.00	378.75	252.50	252.50	N
	2	MTC VC7-B	COOLANT/ANTIFREEZE	0.00	29.81	19.87	39.74	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
8	0.00	0.00	-0.00	0.00	817.29	544.84	0.00	0.00

Sign up for promotions at www.btbautoautoparts.com

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Pay This Amount: \$544.84 BC

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

1198



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

233-487587

RANDY RANDY

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B&D

2350139

(601)960-1592

Invoice #



Charge Station: MGR

02330487587

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230133
Date: 11/4/2022

Page #1
Time: 10:17:44
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2012 FORD F350 SUPER DUTY P/U V8-6651 6.7L Dsl					
1	PSC	89X17936A	F RT REB CALP w/HDWR	63.00	129.50	86.33	149.33	N
1	WAG	SX1334A	R SEVERE DUTY PADS	0.00	91.14	60.76	60.76	N
PR 1	BKP	BK709851	PERFECT STOP BRAKE	0.00	328.49	218.99	218.99	N
PE 2	PMD	126275	ROTOR	0.00		0.00	0.00	N
PE 1	WAG	PS1069M	SEMI-MET DISC PAD S	0.00		0.00	0.00	N

PR 758

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
6	0.00	0.00	-0.00	63.00	549.13	429.08	0.00 0.00

Sign up for promotions at www.btbautoaparts.com

Pay This Amount: \$429.08 BC



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

233-487587

RANDY RANDY

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(601)960-1592

Invoice #



Charge Station: MGR

02330487587

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230133
Date: 11/4/2022

Page #1
Time: 10:17:44
Counterman: KMS
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2012 FORD F350 SUPER DUTY P/U V8-6651 6.7L Dsl					
1	PSC	89X17936A	F RT REB CALP w/HDWR	63.00	129.50	86.33	149.33	N
1	WAG	SX1334A	R SEVERE DUTY PADS	0.00	91.14	60.76	60.76	N
PR 1	BKP	BK709851	PERFECT STOP BRAKE	0.00	328.49	218.99	218.99	N
PE 2	PMD	126275	ROTOR	0.00		0.00	0.00	N
PE 1	WAG	PS1069M	SEMI-MET DISC PAD S	0.00		0.00	0.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
6	0.00	0.00	-0.00	63.00	549.13	429.08	0.00 0.00

Sign up for promotions at www.btbautoaparts.com

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Pay This Amount: \$429.08 BC



#233 CROW-BURLINGAME CO/CDP
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JACKSON, MS 39201
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233-486419

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Charge Station: MGR

02330486419

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 9923006 TR744
Date: 10/24/2022

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Time: 2:42:27
Counterman: JCD
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2011 FORD F250 SUPER DUTY P/U V8-6210 6.2L SOHC					
2	ANC	31-22	WIPER BLADE	0.00	10.92	7.28	14.56	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	21.84	14.56	0.00 0.00

Sign up for promotions at www.btbautoaparts.com

Pay This Amount: \$14.56 BC



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(601)354-2560

233-486419

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Invoice #



Charge Station: MGR

02330486419

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 9923006 TR744
Date: 10/24/2022

Page #1
Time: 2:42:27
Counterman: JCD
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2011 FORD F250 SUPER DUTY P/U V8-6210 6.2L SOHC					
2	ANC	31-22	WIPER BLADE	0.00	10.92	7.28	14.56	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	21.84	14.56	0.00 0.00

Sign up for promotions at www.btbautoaparts.com

CUSTOMER COPY

Pay This Amount: \$14.56 BC

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

1199



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

233-484563

Lawrite

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2350139 (601)960-1592

Invoice # 02330484563

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230005
Date: 10/6/2022

Page #1
Time: 8:09:44
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 2	CON	XHD31C	HD TRK STUD TYPE	0.00	210.58	140.39	280.78	N

TKK778
TK778

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	421.16	280.78	0.00 0.00

Sign up for promotions at www.btbautoarts.com

Pay This Amount: \$280.78 BC



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

233-484563

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2350139 (601)960-1592

Invoice # 02330484563

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230005
Date: 10/6/2022

Page #1
Time: 8:09:44
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 2	CON	XHD31C	HD TRK STUD TYPE	0.00	210.58	140.39	280.78	N

TKK778

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	421.16	280.78	0.00 0.00

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

233-483138

REBECCA LOANAY

RECEIVED BY

Pouca

2350139 (601)960-1592

Invoice # 02330483138

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 9922882
Date: 9/22/2022

Page #1
Time: 4:05:02
Counterman: KMS
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	PHI	9012LLB1	DUAL BEAM HEADLIGHT	0.00	68.18	45.45	45.45	N

Pc1855

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	68.18	45.45	0.00 0.00

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233-483138

REBECCA LOANAY

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2350139 (601)960-1592

Invoice # 02330483138

Charge Station: MGR

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	PHI	9012LLB1	DUAL BEAM HEADLIGHT	0.00	68.18	45.45	45.45	N

Pc1855

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	68.18	45.45	0.00 0.00

Sign up for promotions at www.btbautoarts.com

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

1200



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

233-487946
CITY OF JACKSON

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Invoice # 02330487946

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0139
Date: 11/8/2022

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Time: 4:21:21
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2014 DODGE CHARGER V6-3604 3.6L DOHC					
IX 1	PSC	89-17678A	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
IX 1	PSC	89-17678B	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
PARTS COMING FROM MONROE AND MARIANNA P/C 1789 PER RANDY								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	250.26	166.84	0.00	0.00

sign up for promotions at www.btbaautoparts.com

Pay This Amount: \$166.84 BC



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233-487946
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2350139 (601)960-1592

Invoice # 02330487946

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0139
Date: 11/8/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2014 DODGE CHARGER V6-3604 3.6L DOHC					
IX 1	PSC	89-17678A	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
IX 1	PSC	89-17678B	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
PARTS COMING FROM MONROE AND MARIANNA P/C 1789 PER RANDY								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	250.26	166.84	0.00	0.00

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233-481690
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Invoice # 02330481690

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PO # 9922882
Date: 9/9/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2006 FORD TAURUS V6-182 3.0L OHV					
1	RBS	PV24	BEAM WIPER BLADE	0.00	15.74	10.49	10.49	N
1	RBS	PV20	BEAM WIPER BLADE	0.00	15.74	10.49	10.49	N
PC1323								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	31.48	20.98	0.00	0.00

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233-481690
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Invoice # 02330481690

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2006 FORD TAURUS V6-182 3.0L OHV					
1	RBS	PV24	BEAM WIPER BLADE	0.00	15.74	10.49	10.49	N
1	RBS	PV20	BEAM WIPER BLADE	0.00	15.74	10.49	10.49	N
PC1325								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	31.48	20.98	0.00	0.00

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

1201



#233 CROW-BURLINGAME CO/CDP
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JACKSON, MS 39201
(601)354-2560

233-487867

CITY OF JACKSON

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Invoice # 02330487867

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0141
Date: 11/8/2022

Page #1
Time: 9:55:00
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2010 DODGE AVENGER 4-144	2.4L DOHC					
1	QBP	19442	REMAN STARTER	50.00	121.20	80.80	130.80	N
1	CON	86-CS	BATTERY	15.00	143.93	95.95	110.95	N
P/C 1590 PER RANDY SPELL								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	65.00	265.13	241.75	0.00	0.00

Sign up for promotions at www.btbautoarts.com

Pay This Amount: \$241.75 BC



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(601)354-2560

233-487867

CITY OF JACKSON

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2350139 (601)960-1592

Invoice # 02330487867

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0141
Date: 11/8/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2010 DODGE AVENGER 4-144	2.4L DOHC					
1	QBP	19442	REMAN STARTER	50.00	121.20	80.80	130.80	N
1	CON	86-CS	BATTERY	15.00	143.93	95.95	110.95	N
P/C 1590 PER RANDY SPELL								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	65.00	265.13	241.75	0.00	0.00

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233-487887

WILLIAM

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2350139 (601)960-1592

Invoice # 02330487887

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 9923042
Date: 11/8/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2015 DODGE RAM 1500 PICKUP V8-345	5.7L					
1	GAT	43559	NEW WATER PUMP	0.00	195.44	130.29	130.29	N
1	MTA	416-180	180F/82C THERMOSTAT	0.00	29.55	19.70	19.70	N
2	DEL	10-101	12346290 COOLANT E	0.00	27.65	18.43	36.86	N
Product Info: 12346290								
1	GAT	K060730	SERPENTINE BELT	0.00	52.53	35.02	35.02	N
PT800								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
5	0.00	0.00	0.00	0.00	332.82	221.87	0.00	0.00

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233-487887

WILLIAM

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2350139 (601)960-1592

Invoice # 02330487887

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 9923042
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2015 DODGE RAM 1500 PICKUP V8-345	5.7L					
1	GAT	43559	NEW WATER PUMP	0.00	195.44	130.29	130.29	N
1	MTA	416-180	180F/82C THERMOSTAT	0.00	29.55	19.70	19.70	N
2	DEL	10-101	12346290 COOLANT E	0.00	27.65	18.43	36.86	N
Product Info: 12346290								
1	GAT	K060730	SERPENTINE BELT	0.00	52.53	35.02	35.02	N
PT800								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
5	0.00	0.00	0.00	0.00	332.82	221.87	0.00	0.00

Sign up for promotions at www.btbautoarts.com

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

1202



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CITY OF JACKSON
233-487946

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2350139 (601)960-1592 *Part*

Invoice #  02330487946

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0139
Date: 11/8/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
		2014 DODGE CHARGER V6-3604	3.6L DOHC					
IX 1		PSC 89-17678A	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
IX 1		PSC 89-17678B	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
PARTS COMING FROM MONROE AND MARIANNA P/C 1789 PER RANDY								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	250.26	166.84	0.00	0.00

Sign up for promotions at www.btbautoarts.com

Pay This Amount: \$166.84 BC



#233 CROW-BURLINGAME CO/CDP
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CITY OF JACKSON
233-487946

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Invoice #  02330487946

Charge Station: MGR

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200 S PRESIDENT ST

PO # 99-23-0139
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
		2014 DODGE CHARGER V6-3604	3.6L DOHC					
IX 1		PSC 89-17678A	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
IX 1		PSC 89-17678B	PERFECT STOP BRAKE	0.00	125.13	83.42	83.42	N
PARTS COMING FROM MONROE AND MARIANNA P/C 1789 PER RANDY								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	250.26	166.84	0.00	0.00

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Pay This Amount: \$166.84 BC



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233-488076

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Invoice #  02330488076

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0153
Date: 11/9/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
		2005 FORD TAURUS V6-182	3.0L OHV					
1		MTC BXT-65-750	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
Product Info: BXT65750 P/C1277 PER RANDY SPELL								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	15.00	208.73	154.15	0.00	0.00

Sign up for promotions at www.btbautoarts.com

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Invoice #  02330488076

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
		2005 FORD TAURUS V6-182	3.0L OHV					
1		MTC BXT-65-750	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
Product Info: BXT65750 P/C1277 PER RANDY SPELL								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	15.00	208.73	154.15	0.00	0.00

Sign up for promotions at www.btbautoarts.com

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

1203



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233-488101

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Invoice # 02330488101

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0153
Date: 11/9/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 1		2005 FORD TAURUS V6-182 3.0L DOHC CON 36R-CS P/C 1277 PER RANDY SPELL	SUPREME 650 CCA	0.00	172.71	115.14	115.14	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	172.71	115.14	0.00	0.00

Sign up for promotions at www.btbautoarts.com

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#233 CROW-BURLINGAME CO/CDP
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(601)354-2560

233-488101

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Invoice # 02330488101

Charge Station: MGR

CITY OF JACKSON PBI
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 1		2005 FORD TAURUS V6-182 3.0L DOHC CON 36R-CS P/C 1277 PER RANDY SPELL	SUPREME 650 CCA	0.00	172.71	115.14	115.14	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	172.71	115.14	0.00	0.00

Sign up for promotions at www.btbautoarts.com

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233-488132

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2350139 (601)960-1592

Invoice # 02330488132

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CITY OF JACKSON PBI
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PO # 99230155
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 2		CON XHD31C TC 50	HD TRK STUD TYPE	0.00	210.58	140.39	280.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	421.16	280.78	0.00	0.00

Sign up for promotions at www.btbautoarts.com

Pay This Amount: \$280.78 BC



#233 CROW-BURLINGAME CO/CDP
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(601)354-2560

233-488132

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Invoice # 02330488132

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200 S PRESIDENT ST

PO # 99230155
Date: 11/10/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 2		CON XHD31C TC 50	HD TRK STUD TYPE	0.00	210.58	140.39	280.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	421.16	280.78	0.00	0.00

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

1204



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

233-488137

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W SPEI

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Polke

2350139 (601)960-1592

Invoice # 02330488137

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230156
Date: 11/10/2022

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Time: 8:40:31

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
8	MTC	SP405X	2009 FORD CROWN VICTORIA V8-281 4.6L SOHC SUPPRESSOR SPRK PLUG	0.00	7.11	4.74	37.92	N
8	STA	FD-503	IGNITION COIL	0.00	78.78	52.52	420.16	N
1	MTC	FG-1114	FUEL FILTER	0.00	40.71	27.14	27.14	N
			Product Info: 2M5Z9155CA					
1	MTC	BXT-65-850	36 MONTH WET BATTERY	15.00	222.65	148.43	163.43	N
			Product Info: BXT65850					
2	ANC	C-22-UB	FLAT WIPER BLADE	0.00	22.42	14.95	29.90	N
			PC1483					
Qty		Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
20		0.00	0.00	-0.00	15.00	995.32	678.55	0.00 0.00

Sign up for promotions at www.btbautoautoparts.com

Pay This Amount: \$678.55 BC



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233-488137

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200 S PRESIDENT ST

PO # 99230156
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
8	MTC	SP405X	2009 FORD CROWN VICTORIA V8-281 4.6L SOHC SUPPRESSOR SPRK PLUG	0.00	7.11	4.74	37.92	N
8	STA	FD-503	IGNITION COIL	0.00	78.78	52.52	420.16	N
1	MTC	FG-1114	FUEL FILTER	0.00	40.71	27.14	27.14	N
			Product Info: 2M5Z9155CA					
1	MTC	BXT-65-850	36 MONTH WET BATTERY	15.00	222.65	148.43	163.43	N
			Product Info: BXT65850					
2	ANC	C-22-UB	FLAT WIPER BLADE	0.00	22.42	14.95	29.90	N
			PC1483					
Qty		Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
20		0.00	0.00	-0.00	15.00	995.32	678.55	0.00 0.00

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233-488147

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	MIL	S-790	1/4 COUPLER	0.00	29.99	19.99	19.99	N
			SHOP SUPPLIES					
Qty		Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1		0.00	0.00	-0.00	0.00	29.99	19.99	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	MIL	S-790	1/4 COUPLER	0.00	29.99	19.99	19.99	N
			SHOP SUPPLIES					
Qty		Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1		0.00	0.00	-0.00	0.00	29.99	19.99	0.00 0.00

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**SPECIAL MEETING OF THE CITY COUNCIL
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1205



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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2015 CHEVROLET COLORADO V6-3564 3.6L DOHC					
1	ANC	C-22-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-18-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
		pt804						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	44.84	29.90	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2015 CHEVROLET COLORADO V6-3564 3.6L DOHC					
1	ANC	C-22-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-18-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
		pt804						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	44.84	29.90	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2014 NISSAN-DATSUN SENTRA 4-1798 1.8L DOHC					
EX 1	MTC	BXT35A	BXT35A BATTERY	0.00	208.73	139.15	139.15	N
			Product Info: BXT35A P/C 1800 PER RANDY SPELL					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	208.73	139.15	0.00	0.00

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Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2014 NISSAN-DATSUN SENTRA 4-1798 1.8L DOHC					
EX 1	MTC	BXT35A	BXT35A BATTERY	0.00	208.73	139.15	139.15	N
			Product Info: BXT35A P/C 1800 PER RANDY SPELL					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	208.73	139.15	0.00	0.00

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PO # 99230192
Date: 11/18/2022

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
			2015 CHEVROLET COLORADO 4-2457 2.5L DOHC					
1	MTM	47118	HEATER HOSE TEE	0.00	7.86	5.24	5.24	N
1	DEL	10-101	12346290 COOLANT E	0.00	27.65	18.43	18.43	N
1	ANC	C-22-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-18-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
4	0.00	0.00	-0.00	0.00	80.35	53.57	0.00	0.00

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
			2015 CHEVROLET COLORADO 4-2457 2.5L DOHC					
1	MTM	47118	HEATER HOSE TEE	0.00	7.86	5.24	5.24	N
1	DEL	10-101	12346290 COOLANT E	0.00	27.65	18.43	18.43	N
1	ANC	C-22-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-18-OE	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
4	0.00	0.00	-0.00	0.00	80.35	53.57	0.00	0.00

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PO # 99230219
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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
2	CON	XHD31C	HD TRK STUD TYPE	20.00	210.58	140.39	320.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	40.00	421.16	320.78	0.00	0.00

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
2	CON	XHD31C	HD TRK STUD TYPE	20.00	210.58	140.39	320.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	40.00	421.16	320.78	0.00	0.00

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TUESDAY, MARCH 19, 2024 10:00 A.M.**

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PO # 99230210
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Charge Station: MGR

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	CON	XHD31C T735	HD TRK STUD TYPE	20.00	210.58	140.39	160.39	N

TK735

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	20.00	210.58	160.39	0.00	0.00

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PO # 99230210
Date: 12/1/2022

Charge Station: MGR

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	CON	XHD31C T735	HD TRK STUD TYPE	20.00	210.58	140.39	160.39	N

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 1	MTC	BXT-65-850 PT650	2008 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC 36 MONTH WET BATTERY	0.00	222.65	148.43	148.43	N

Product Info: BXT65850

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	222.65	148.43	0.00	0.00

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
EX 1	MTC	BXT-65-850 PT650	2008 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC 36 MONTH WET BATTERY	0.00	222.65	148.43	148.43	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	222.65	148.43	0.00	0.00

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

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
6	PAF TK663	EL003	GLOBAL LIFE TIME AN	0.00	25.46	16.97	101.82	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
6	0.00	0.00	-0.00	0.00	152.76	101.82	0.00 0.00

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ROBERT *Robert*

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Invoice # 02330490397

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CITY OF JACKSON PBI
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
6	PAF TK663	EL003	GLOBAL LIFE TIME AN	0.00	25.46	16.97	101.82	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
6	0.00	0.00	-0.00	0.00	152.76	101.82	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	MTC PT701	MM1128	2011 FORD F350 SUPER DUTY P/U V8-6210 6.2L SOHC NEW BLWR MTR W/WHL	0.00	245.66	163.77	163.77	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	245.66	163.77	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	MTC PT701	MM1128	2011 FORD F350 SUPER DUTY P/U V8-6210 6.2L SOHC NEW BLWR MTR W/WHL	0.00	245.66	163.77	163.77	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	245.66	163.77	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
2	pc1767 PMD	900944	VENTED BRAKE ROTOR	0.00	134.84	89.89	179.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	269.68	179.78	0.00 0.00

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Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
2	pc1767 PMD	900944	VENTED BRAKE ROTOR	0.00	134.84	89.89	179.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	269.68	179.78	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	MOG	RK622916	2018 FORD POLICE INTERCEPTOR V6-3731 3.7L DOHC	0.00	184.83	123.22	123.22	N
2	PFB	PS901158HC	CONTRL ARM W/BALL JT	0.00	180.29	120.19	240.38	N
1	WAG	PS1611AM	F PREMIUM ROTOR	0.00	93.00	62.00	62.00	N
F SEMI METALLIC PADS MOG RK622916 qty = 1 ordered from 2001 - PWI - LITTLE ROCK on invoice UX6923 PFB PS901158HC qty = 2 ordered from 3002 - PWI - MONROE on invoice UX6931 pc1883								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
4	0.00	0.00	-0.00	0.00	638.41	425.60	0.00 0.00

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CITY OF JACKSON **233-490547**

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2350139 (601)960-1592

Invoice # 02330490547

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230234
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	MOG	RK622916	2018 FORD POLICE INTERCEPTOR V6-3731 3.7L DOHC	0.00	184.83	123.22	123.22	N
2	PFB	PS901158HC	CONTRL ARM W/BALL JT	0.00	180.29	120.19	240.38	N
1	WAG	PS1611AM	F PREMIUM ROTOR	0.00	93.00	62.00	62.00	N
F SEMI METALLIC PADS MOG RK622916 qty = 1 ordered from 2001 - PWI - LITTLE ROCK on invoice UX6923 PFB PS901158HC qty = 2 ordered from 3002 - PWI - MONROE on invoice UX6931 pc1883								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
4	0.00	0.00	-0.00	0.00	638.41	425.60	0.00 0.00

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

1210



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

233-490600
CITY OF JACKSON
[Signature]
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Handwritten: Hood Bag, PT-733

2350139 (601)960-1592

Invoice # 02330490600

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230237
Date: 12/8/2022

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2011 FORD RANGER PICKUP 4-140 2.3L DOHC					
1	MTC	BXT-59	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
1	MTC	FA-1744	AIR FILTER	0.00	22.92	15.28	15.28	N
1	MTC	FG-1036	FUEL FILTER	0.00	84.92	56.61	56.61	N
1	ATP	B-158	A/T FILTER KIT	0.00	49.62	33.08	33.08	N
2	MTC	MCSOE55	LOWER BALL JOINT	0.00	78.20	52.13	104.26	N
2	MTC	WW1803PF	FLAT WIPER BLADE	0.00	18.08	12.05	24.10	N
4	MTC	SP541A	SUPPRESSOR SPRK PLUG	0.00	11.72	7.81	31.24	N
1	MTC	WR-6059	TAILOR RES WIRES	0.00	51.18	34.12	34.12	N

Continued Next Page

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2011 FORD RANGER PICKUP 4-140 2.3L DOHC					
1	MTC	BXT-59	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
1	MTC	FA-1744	AIR FILTER	0.00	22.92	15.28	15.28	N
1	MTC	FG-1036	FUEL FILTER	0.00	84.92	56.61	56.61	N
1	ATP	B-158	A/T FILTER KIT	0.00	49.62	33.08	33.08	N
2	MTC	MCSOE55	LOWER BALL JOINT	0.00	78.20	52.13	104.26	N
2	MTC	WW1803PF	FLAT WIPER BLADE	0.00	18.08	12.05	24.10	N
4	MTC	SP541A	SUPPRESSOR SPRK PLUG	0.00	11.72	7.81	31.24	N
1	MTC	WR-6059	TAILOR RES WIRES	0.00	51.18	34.12	34.12	N

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200 S PRESIDENT ST

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			PT733					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
13	0.00	0.00	-0.00	15.00	656.81	452.84	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			PT733					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
13	0.00	0.00	-0.00	15.00	656.81	452.84	0.00	0.00

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

1211



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CITY OF JACKSON **233-490682**

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CITY OF JACKSON PBI
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1	DEL	34PS	BATTERY	0.00	203.01	135.34	135.34	N
			Product Info: 88866059					
			pc1425					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	203.01	135.34	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1	DEL	34PS	BATTERY	0.00	203.01	135.34	135.34	N
			Product Info: 88866059					
			pc1425					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	203.01	135.34	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	WAG	PC1327	F CERAMIC PADS	0.00	90.00	60.00	60.00	N
1	WAG	PC1274	R CERAMIC PADS	0.00	72.00	48.00	48.00	N
			suv60					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	162.00	108.00	0.00 0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	WAG	PC1327	F CERAMIC PADS	0.00	90.00	60.00	60.00	N
1	WAG	PC1274	R CERAMIC PADS	0.00	72.00	48.00	48.00	N
			suv60					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	162.00	108.00	0.00 0.00

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

1212



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233-490700
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CITY OF JACKSON PBI
200 S PRESIDENT ST

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2012 FORD F250 SUPER DUTY P/U V8-6210 6.2L SOHC						
		MTC GL8686	NEW ALTERNATOR	75.00	479.01	319.34	394.34	N
		Product Info: CC3Z10346A						
1		GAT K061058	SERPENTINE BELT	0.00	47.90	31.93	31.93	N
		tk760						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	75.00	526.91	426.27	0.00	0.00

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233-490700
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2012 FORD F250 SUPER DUTY P/U V8-6210 6.2L SOHC						
		MTC GL8686	NEW ALTERNATOR	75.00	479.01	319.34	394.34	N
		Product Info: CC3Z10346A						
1		GAT K061058	SERPENTINE BELT	0.00	47.90	31.93	31.93	N
		tk760						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	75.00	526.91	426.27	0.00	0.00

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233-490718
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2011 FORD RANGER PICKUP 4-140 2.3L DOHC						
		MOG RK80054	CONTRL ARM W/BALL JT	0.00	96.96	64.64	64.64	N
		pt733						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	96.96	64.64	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1		2011 FORD RANGER PICKUP 4-140 2.3L DOHC						
		MOG RK80054	CONTRL ARM W/BALL JT	0.00	96.96	64.64	64.64	N
		pt733						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	96.96	64.64	0.00	0.00

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

1213



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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	DEL	15-74122	2009 CHEVROLET IMPALA V6-237 3.9L BLD DR/WTR SHTOF ATR	0.00	69.69	46.46	46.46	N
			Product Info: 22754988 pc1425					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	69.69	46.46	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	DEL	15-74122	2009 CHEVROLET IMPALA V6-237 3.9L BLD DR/WTR SHTOF ATR	0.00	69.69	46.46	46.46	N
			Product Info: 22754988 pc1425					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	69.69	46.46	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	DEL	251-821	2019 CHEVROLET TAHOE V8-325 5.3L NEW WATER PUMP	0.00	210.58	140.39	140.39	N
			Product Info: 12692045					
2	DEL	10-101	12346290 \COOLANT E	0.00	27.65	18.43	36.86	N
			Product Info: 12346290 SUV89					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
3	0.00	0.00	-0.00	0.00	265.88	177.25	0.00	0.00

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200 S PRESIDENT ST

PO # 99230248
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	DEL	251-821	2019 CHEVROLET TAHOE V8-325 5.3L NEW WATER PUMP	0.00	210.58	140.39	140.39	N
			Product Info: 12692045					
2	DEL	10-101	12346290 \COOLANT E	0.00	27.65	18.43	36.86	N
			Product Info: 12346290 SUV89					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
3	0.00	0.00	-0.00	0.00	265.88	177.25	0.00	0.00

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

1214



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233-490862

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CITY OF JACKSON PBI
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Time: 9:44:51
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	PHI pt849	H11C1	STANDARD HALOGEN	0.00	16.67	11.11	11.11	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	16.67	11.11	0.00	0.00

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#233 CROW-BURLINGAME CO/CDP
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02330490862

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CITY OF JACKSON PBI
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PO # 99230250
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	PHI pt849	H11C1	STANDARD HALOGEN	0.00	16.67	11.11	11.11	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	16.67	11.11	0.00	0.00

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#233 CROW-BURLINGAME CO/CDP
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PAINT DEPT: (601) 353-2627
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233-490885

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Invoice #



02330490885

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230252
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Time: 11:03:39
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	2015 CHEVROLET COLORADO 4-2457 2.5L DOHC							
1	WAG	PC1802	F CERAMIC PADS	0.00	88.50	59.00	59.00	N
1	WAG	PC1806	R CERAMIC PADS	0.00	70.50	47.00	47.00	N
	PT 820							

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	159.00	106.00	0.00	0.00

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

233-490885

RECEIVED BY

2350139

(601)960-1592

Invoice #



02330490885

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230252
Date: 12/12/2022

Page #1
Time: 11:03:39
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	2015 CHEVROLET COLORADO 4-2457 2.5L DOHC							
1	WAG	PC1802	F CERAMIC PADS	0.00	88.50	59.00	59.00	N
1	WAG	PC1806	R CERAMIC PADS	0.00	70.50	47.00	47.00	N
	PT 820							

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	159.00	106.00	0.00	0.00

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

1215



#233 CROW-BURLINGAME CO/CDP
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233-491006

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2350139 (601)960-1592

Invoice # 02330491006

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CITY OF JACKSON PBI
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PO # 99230253
Date: 12/13/2022

Page #1
Time: 9:39:13
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2	2		2013 NISSAN-DATSUN VERSA 4-1598 1.6L DOHC					
		NAT 511042	REAR WHEEL BEARING	0.00	51.84	34.56	69.12	N
NAT 511042 qty = 2 ordered from 3002 - PWI - MONROE on invoice UY9837 pc1763								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	103.68	69.12	0.00	0.00

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

233-491006

RECEIVED BY

2350139 (601)960-1592

Invoice # 02330491006

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230253
Date: 12/13/2022

Page #1
Time: 9:39:13
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2	2		2013 NISSAN-DATSUN VERSA 4-1598 1.6L DOHC					
		NAT 511042	REAR WHEEL BEARING	0.00	51.84	34.56	69.12	N
NAT 511042 qty = 2 ordered from 3002 - PWI - MONROE on invoice UY9837 pc1763								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	103.68	69.12	0.00	0.00

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Pay This Amount: \$69.12 BC



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

233-491513

WILLIAM

RECEIVED BY

2350139 (601)960-1592

Invoice # 02330491513

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230283
Date: 12/19/2022

Page #1
Time: 8:45:50
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	1		2003 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC					
		MTC BXT-65-850	36 MONTH WET BATTERY	0.00	222.65	148.43	148.43	N
Product Info: BXT65850 TK622								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	222.65	148.43	0.00	0.00

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(601)354-2560

233-491513

WILLIAM

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Invoice # 02330491513

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230283
Date: 12/19/2022

Page #1
Time: 8:45:50
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	1		2003 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC					
		MTC BXT-65-850	36 MONTH WET BATTERY	0.00	222.65	148.43	148.43	N
Product Info: BXT65850 TK622								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	222.65	148.43	0.00	0.00

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

1216



SHOP SUPPLIES

#233 CROW-BURLINGAME CO/CDP
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233-515021

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2331562 (601)960-1592

Invoice # 02330515028

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City of Jackson PBI
200 S President Street

PO # 99230330
Date: 8/31/2023

Page #1
Time: 10:50:4
Counterman: KM

JACKSON, MS 39201

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	WIL	W30736	MINI NEEDLE NOSE PLI	0.00	12.37	7.42	7.42	N
1	WIL	W30731	6IN LONG NOSE PLIER	0.00	16.90	10.14	10.14	N
1	WIL	W30733	8IN LONG NOSE PLIER	0.00	21.43	12.86	12.86	N
		shop supplies						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
3	0.00	0.00	-0.00	0.00	50.70	30.42	0.00 0.00

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Pay This Amount: \$30.42 BC



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

233-488580

DELIVERED

RECEIVED BY _____

2350139

(601)960-1592

Invoice # 02330488580

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0179
Date: 11/15/2022

Page #1
Time: 3:06:33
Counterman: MK
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	2011	CHEVROLET IMPALA V6-237	3.9L					
1	ANC	C-22-UB	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-21-UB	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
		P/C 1641 PER RANDY SPELL						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	44.84	29.90	0.00 0.00

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Pay This Amount: \$29.90 BC



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

233-488580

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2350139

(601)960-1592

Invoice # 02330488580

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0179
Date: 11/15/2022

Page #1
Time: 3:06:33
Counterman: MK
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	2011	CHEVROLET IMPALA V6-237	3.9L					
1	ANC	C-22-UB	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
1	ANC	C-21-UB	FLAT WIPER BLADE	0.00	22.42	14.95	14.95	N
		P/C 1641 PER RANDY SPELL						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
2	0.00	0.00	-0.00	0.00	44.84	29.90	0.00 0.00



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

1217

 CORRESPONDENCE TO PO BOX 2493 FT WORTH, TX 76113-24		ORIGINAL COPY REORDERS CALL # 1-800-527-9929 FAX # 1-972-438-0634 WWW.CERTIFIEDLABS.COM	REMITTANCE ADDRESS CERTIFIED LABORATORIES PO BOX 971269 DALLAS, TX 75397-1269				
Sold To Attn: RANDY / POLICEPC1790 CITY OF JACKSON 1225 MICHAEL AVALON ST JACKSON MS 39209-2651		Ship To Attn: STEVE WILSON CITY OF JACKSON MUNICIPAL GARAGE BLDG C MAINTENANCE 4225 MICHAEL AVALON ST JACKSON MS 39209					
As of 12/1/23 we will impose a surcharge of 3% when paying by credit card, which is not greater than our cost of acceptance							
Customer No.	Billing Date	Terms	Due Date	Ship Date	Sales Order		
337291	29-AUG-23	10 NET	08-SEP-23	29-AUG-23	5943398 G		
Invoice No.	Purchase Order No.		Sales Rep. No.	Sales Rep. Name			
8366797	ERIC FOX		USTML888	TALAIKAR, MICHELLE			
Product	Qty Ordered	Description	Packaging	Qty Billed	Unit Price	Amount	
12024315	2	TEKUSOLV II, 14 GL FILL / 30 GL DRUM, NAC CL	CNT	2.00	530.30	1,060.60	
12094177	1	FUEL SURCHARGE, CL	EA	1.00	9.95	9.95	
Merchandise	State Tax	Local Tax	** Shipping	Split Inv. No.	Currency	Total Amount	
1,070.55	0.00	0.00	108.96		USD	1,179.51	
MS		Tax ID # 185-00909-9		Federal ID # 75-0457200			
CERTIFIED LABORATORIES, DIVISION OF NCH CORPORATION. ALL RETURNS CLAIMS FOR ERRORS, OR ADJUSTMENTS OF ANY KIND MUST BE MADE WITHIN 15 DAYS AFTER RECEIPT OF GOODS, MERCHANDISE NOT ACCEPTED FOR CREDIT WITHOUT OUR PRIOR WRITTEN CONSENT. ** DISTRIBUTION SERVICES INCLUDE SHIPPING & HANDLING CHARGES - F.O.B. IRVING.							
Please MAIL WITH PAYMENT TO ENSURE PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR REMITTANCE MAKE CHECKS PAYABLE ONLY TO CERTIFIED LABORATORIES							
			Customer Acct. No.	Invoice No.	Amount Due	Amount Paid	Currency
Sold To CITY OF JACKSON 4225 MICHAEL AVALON ST JACKSON MS 39209-2651 Address Changes or Comments A/P Email Address :			337291	8366797	1,179.51		USD
			Make Checks Payable To CERTIFIED LABORATORIES PO BOX 971269 DALLAS, TX 75397-1269				

00000000337291 000000008366797 00000000117951 3

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE.

WHEREAS, the Environmental Service Center located at 1570 University Boulevard is funded through the Mississippi Department of Environmental Quality’s Solid Waste Assistance Grant; and

WHEREAS, the Solid Waste Assistance Grant is applied for October 1st and April 1st of each fiscal year; and

WHEREAS, the City is requesting the full amount of \$75,000 October 1st and April 1st of each year to keep the Environmental Service Center operational; and

WHEREAS, the City provides the Environmental Service Center to residents in the tri-county area for the proper disposal of all household hazardous waste materials that cannot be disposed with regular garbage.

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to apply for a grant with the Mississippi Department of Environmental Quality to fund the Environmental Service Center.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary to administer said grant.

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Banks recognized **Lakesha Weathers, Solid Waste Manager** and **Robert Lee, City Engineer**, who provided a brief overview of said item.

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

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

* * * * *

ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO OWNERS/GRANTORS TWIN SISTERS TRUST.

WHEREAS, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

WHEREAS, the Real Property Acquisition Policies Law, §§43-31-1, et seq., provides the requirements for acquiring privately owned real property for projects; and

WHEREAS, the Department of Public Works discovered a sinkhole caused by the failure of a sewer line running from Lyncrest Avenue to St. Ann Street; and

WHEREAS, the failure and sinkhole occurred in the backyard of residential property located at 1509 St. Ann Street and identified on the Hinds County Landroll as Parcel Number 15-151-1; and

WHEREAS, the sinkhole irreparably damaged the foundation of a garage structure on the property, which required the garage to be demolished; and

WHEREAS, the failed sewer line also caused the death of a large tree on the property, which necessitated its removal to eliminate the danger of damage to property and human life; and

WHEREAS, upon investigation of the land records, there appeared to be no permanent easement across the property for the sewer line; and

WHEREAS, investigation of the condition of the sewer line revealed that a portion of the sewer of line had disintegrated and needed to be relocated onto the driveway of 1509 St. Ann Street; and

WHEREAS, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. § 43-37-3, in order to make repairs to a sewer line, has sought to acquire a permanent easement over certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-151-1 and owned by Twin Sisters Trust; and

WHEREAS, The City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3 (b), and in order to make such repairs to a sewer line running between Lyncrest Avenue and St. Ann Street has made reasonable effort to acquire expeditiously an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-1-151 (Twin Sisters Trust); and

WHEREAS, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3(b) and in order to make such repairs to a sewer line and compensate the owner for damages caused by the sewer line failure has obtained an appraisal for permanent easement over real property located in the City of Jackson, Hinds County, Mississippi, identified on the Hinds County Landroll as Parcel Number 15-1-151 (Twin Sisters Trust, owner of record) and damages to said parcel; and

WHEREAS, fair market value for a permanent easement over real property located in City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 15-1-151 (Twin Sisters Trust, owner of record) needed for repairs to a sewer line and damages to the property caused by the failure of the sewer line is \$45,000.00; and

WHEREAS, the Department of Public Works for the City of Jackson, Mississippi, recommends approval of this order to assist in the completion of repairs to one of its sewer lines; and

WHEREAS, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi, that the repairs to the sewer line running between Lyncrest Avenue and St. Ann Street be completed and that completion of said project will similarly benefit the citizens within and to the City of Jackson, Mississippi;

IT IS, THEREFORE, ORDERED that just compensation is established in the amount of \$45,000.00 for acquisition of a permanent easement over certain property and damages herein identified as a Parcel Number 15-1-151 (Twin Sisters Trust, owner of record) and that a warrant payable to Twin Sisters Trust, as record owner in an amount not to exceed \$45,000.00, be issued and made.

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

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

Nays – None.

Abstentions – Stokes.

Absent – None.

* * * * *

ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR UNDERGROUND STORAGE TANK FEES ASSOCIATED WITH THE LICENSING AND REGULATION OF FOUR (4) UNDERGROUND STORAGE TANKS.

WHEREAS, state law requires the payment of fees to the Mississippi Department of Environmental Quality to license the operation of underground storage tanks; and

WHEREAS, the City of Jackson maintains an underground storage tank for the Emergency Operations Center, located at the Eudora Welty Library, 300 North State Street; and

WHEREAS, prior to the appointment of the Interim Third-Party Manager to control, operate, and maintain the City of Jackson’s sewer system, on October 5, 2023, the City operated an underground storage tank at Westside Lift Station #5, 4210 Church Circle, and two at the Trahon Wastewater Treatment Plant, 1 Apache Drive-Landfill Road; and

WHEREAS, the cost of the license for the EOC underground storage tank for the period August 1, 2021 through July 31, 2023 was \$450.00; and

WHEREAS, the cost of the license for the two underground storage tanks at Trahon Wastewater Treatment Plant for the period August 1, 2021 through July 31, 2023 was \$900.00; and

WHEREAS, the cost of the license for the Westside Lift Station #5 underground storage tank for the period August 1, 2021 through July 31, 2022 was \$450.00; and

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

1220

WHEREAS, a copy of the invoice for the license fees, totaling \$1,800.00, is attached to this Order and made a part of the minutes.

IT IS, THEREFORE, ORDERED that payment of \$1,800.00 to the Mississippi Department of Environmental Quality be authorized for four underground storage tank licenses.

IT IS FURTHER ORDERED that the check include customer number C/115 and be made payable to DEQ/UST.

STATE OF MISSISSIPPI					
DEPARTMENT OF ENVIRONMENTAL QUALITY					
P.O. BOX 2339					
JACKSON, MS 39225-2339					
UNDERGROUND STORAGE TANKS					
STATEMENT					
December 01, 2023					
CITY OF JACKSON			Customer #: C/115		
TERRY WILLIAMSON			DEQ Contact: ASHLEY TENSLEY		
PO BOX 17			(601) 961-5023		
JACKSON, MS 39205			ACCOUNTS_RECEIVABLE@MDEQ.MS.GOV		

<i>Facility</i>		<i>Current Year Balance</i>	<i>Late Fee Balance</i>	<i>Prior Years Balance</i>	<i>Facility Balance Due</i>
10125	WESTSIDE LIFT STATION #5 4210 Church Circle Jackson, MS 39209	150.00	75.00	225.00	450.00
10429	EMERGENCY OPERATIONS CENTER 300 North State Street Jackson, MS 39205	150.00	75.00	225.00	450.00
11985	TRAHON WASTEWATER TREATMENT PLAN 1 Apache Dr - Landfill Rd Jackson, MS 39212	300.00	150.00	450.00	900.00
					\$1,800.00
					<i>Overpayments:</i> 0.00
					Total Balance Due: \$1,800.00

Please include Customer # on check made payable to DEQ/UST

Page 1 of 1

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

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

* * * * *

President Banks requested that Agenda Item No.14 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AMENDING THE FISCAL YEAR 2023-2024 BUDGET OF THE CITY OF JACKSON TO PROVIDE FOR THE TRANSFER OF FUNDS TO THE CAPITAL CITY CONVENTION CENTER.

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

1221

WHEREAS, certain unbudgeted needs and allocations in the amount of \$480,000.00 have arisen since the adoption of the Fiscal Year 2023-2024 City of Jackson Budget; and

WHEREAS, the Fiscal Year 2023-2024 City of Jackson Budget should be amended to provide funding of these unbudgeted needs by moving funds from the fund balance where they are needed to fund additional, unfunded needs of the Capital City Convention Center; and

WHEREAS, the Mississippi Telecommunication Conference and Training Center Commission was created pursuant to Mississippi Code Ann. S 31-31-5 and funding for the maintenance of the facility and renovations, improvements and additions to the facility is provided pursuant to Mississippi Code Ann. §31-31-11; and

WHEREAS, for approximately four years, since March 2020, the funding received pursuant to the statute has been expended on bond deficits and bond payments, and has therefore resulted in no sales tax funds flowing directly to the Commission for payments to the operator management company; and

WHEREAS, on August 3, 2021, the Jackson City Council authorized the Mayor to issue American Rescue Plan funds to the Jackson Convention Complex in the amount of \$570,000 and on February 4, 2022, the Jackson City Council authorized the Mayor to issue American Rescue Plan funds to the Jackson Convention Complex in the amount of \$500,000; and

WHEREAS, additional funding in the amount of \$300,000.00 was requested by the Capital City Convention Center for immediate funding in response to its management company's (OVG) letters of default; and

WHEREAS, without additional funding from the City of Jackson, the funding shortfalls suffered by the Capital City Convention Center may cause the Convention Center complex to cease operations; and

WHEREAS, the request to amend the following fund is being made:
ARPA FUNDS \$480,000.00.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2023-2024 Budget of the City of Jackson be amended as follows:

To/From Fund/Account Number	Amount
From ARPA FUNDS	\$480,000.00

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

President Banks recognized **Council Member Lindsay** who moved; seconded by **Council Member Grizzell**, to substitute said order with the recommended order provided by City Legal. The motion prevailed by the following votes:

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

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

ORDER AUTHORIZING THE MAYOR TO ISSUE FUNDS TO THE JACKSON CONVENTION CENTER.

WHEREAS, the Mississippi Telecommunication Conference and Training Center Commission was created pursuant to Miss. Code Ann. § 31-31-5, and funding for the maintenance of the facility and renovations, improvements, and additions to the facility is provided pursuant to Miss. Code Ann. § 31-31-11; and

WHEREAS, for approximately four years, the funding received according to the statute has been expended on bond deficits and bond payments; therefore, no sales tax funds flowed directly to the Commission for payments to the operator management company; and

WHEREAS, on August 3, 2021, the Jackson City Council authorized the Mayor to issue American Rescue Plan funds to the Jackson Convention Complex in the amount of \$570,000.00; and

WHEREAS, on February 4, 2022, the Jackson City Council authorized the Mayor to issue American Rescue Plan funds to the Jackson Convention Complex in the amount of \$500,000.00, and the amount of \$300,000.00 to the Capital City Convention Center in response to its management company's (OVG) letters of default; and

WHEREAS, the Mississippi Telecommunication Conference and Training Center Commission has the power to accept grants of money from any source; and

WHEREAS, the Department of Finance requests that the governing authority for the City appropriate \$480,000.00 to cover operational costs for the Jackson Convention Center.

IT IS, THEREFORE, ORDERED that the Mayor shall have the authority to authorize an appropriation in the amount of \$480,000.00 to the Jackson Convention Complex from the American Rescue Plan funds.

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT.

WHEREAS, the City of Jackson entered into a preliminary engineering services contract with Neel-Schaffer, Inc. for work on the Medgar Evers Boulevard RAISE Grant Project, with construction partially funded by a \$20,000,000.00 RAISE grant from the United States Department of Transportation; and

WHEREAS, the Neel-Schaffer, Inc., has completed 60% plans in accordance with the original contract, and the proposed supplemental agreement will complete all design work on this project; and

WHEREAS, Neel-Schaffer, Inc. has provided a cost estimate of \$547,508.75 to provide the final phase of preliminary engineering services for the project, which includes the following additional work:

Additional survey, maps and deeds, ROW acquisition, finalize listing of pay items, plan and profile sheets showing final geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, final size and location of all drainage structures; plotting cross drain structures on the cross sections; final plans which will include Professional Engineering and Technical Services in connection with the design of Water and Sewer Line Replacement and/or Renovation; attendance and conducting of a plan-in-hand Office Review, submittal of the Plans, Specifications and Estimate, the initial bidding and award of the project and the holding of the preconstruction meeting; and

WHEREAS, the terms and conditions of the original contract remain the same; and

WHEREAS, the City Engineer recommends the approval of this Supplemental Agreement #2 to allow the completion of design, and bidding and award of the construction contract for project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute supplemental agreement #2 to the preliminary engineering services contract with Neel-Schaffer, Inc. for the Medgar Evers Boulevard RAISE Grant Project, for an amount not to exceed \$547,508.75.

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

President Banks recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

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

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

There came on for consideration, Agenda Item No. 34:

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD’S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS. **President Banks** stated that said item would be discussed later in the meeting.

ORDER AUTHORIZING PAYMENT OF \$65,728.54 TO JERMAL CLARK AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY.

WHEREAS, on May 30, 2023, sewage flowed into the house located at 2939 Oakmont Drive, Jackson, Mississippi, owned by the Jermal Clark and caused damage; and

WHEREAS, pursuant to the terms of the Consent Decree entered in the United States District Court for the Southern district of Mississippi Cause # 3:12-CV-790 TSL-MTP, the City paid Mr. Clark the sum of 11,947.44 for hazard mitigation and cleaning; and

WHEREAS, Mr. Clark submitted a demand for payment of the cost of temporary lodging, interior restoration, mileage, storage fees and personal property damage; and

WHEREAS, after reviewing the circumstances surrounding the incident and the current state of the law regarding the availability of immunity pursuant to the Mississippi Tort Claims Act, the Office of the City Attorney recommended that the claim be compromised; and

WHEREAS, it is recommended that the claim of Jermal Clark be compromised for the sum of \$65,728.54 without any admission of liability.

IT IS HEREBY ORDERED that the claim of Jermal Clark for property damage may be compromised for the sum of \$65,728.54 with the understanding that the City of Jackson is not admitting liability and subject to Jermal Clark accepting offer and releasing the City of Jackson for any known or unknown damage arising out of the May 30, 2023 incident.

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

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

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY’S FEES ON BEHALF OF JACKSON POLICE OFFICER RAKASHA ADAMS, IN THE MATTER OF

THE ESTATE OF CRYSTALLINE BARNES, DECEASED VS. THE CITY OF JACKSON, ALBERT TAYLOR, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, RAKASHA ADAMS, IN HER INDIVIDUAL CAPACITY; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:18-CV-644-CWR-LGI.

WHEREAS, on September 17, 2018, the Estate of Crystalline Barnes, filed a federal civil rights lawsuit against the City of Jackson, Mississippi, Albert Taylor, in his individual capacity, and Rakasha Adams, in her individual capacity from an alleged incident that occurred on or about January 27, 2018; and

WHEREAS, Officer Rakasha Adams was sued in her individual capacity; and

WHEREAS, the Office of the City Attorney determined that there was a high risk of a conflict of interest in the representation of Officer Adams in both her official and individual capacities inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Officer Adams desired to be presented by the law firm Danks, Miller & Cory, PA by and through Attorney Michael Cory; and

WHEREAS, Attorney Michael Cory successfully defended Officer Adams in the litigation of this matter, resulting in a defense verdict by a federal jury; and

WHEREAS, Attorney Michael Cory’s hourly rate is \$150 per hour, and he incurred attorney’s fees in the amount of \$40,052.94 during the entire litigation of this matter.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Michael Cory with the law firm Danks, Miller & Cory for the representation of Officer Adams in the matter of the Estate of Crystalline Barnes vs. City of Jackson, et al. in the amount of \$40,052.94.

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

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

Nays – None.

Abstention – Stokes.

Recusal– Grizzell.

Note: Council Member Grizzell recused himself and left the meeting prior to any discussion of the said item.

* * * * *

Note: Council Member Lindsay left the meeting.

* * * * *

There came on for Discussion Agenda Item No. 37:

DISCUSSION: THIEVES AND DOPE BOYS: President Banks recognized **Council Member Stokes** who expressed concerns regarding the need for a 24-hour surveillance camera in the Industrial Drive Business Community to help prevent crime in that area and requested help in addressing a drug problem at a convenience store on Woodrow Wilson Blvd. **President Banks** recognized **Mayor Chokwe Antar Lumumba** who stated he would speak with Chief Wade and Assistant Chief Grizzell about his concerns.

* * * * *

Note: Council Member Grizzell returned to the meeting.

DISCUSSION: NEIGHBORHOOD ILLEGAL GATHERINGS: President Banks recognized Council Member Stokes who expressed concerns regarding party like gatherings taking place on abandon lots and at vacant houses with illegal activity taking place. Stokes stated these gathering was causing fear among the senior citizen community in his area. President Banks recognized Mayor Chokwe Antar Lumumba who instructed the Legal Department to look into any laws that may would help rectify this situation.

Note: Council Member Lindsay returned to the meeting.

DISCUSSION: HUMANITARIAN CEASEFIRE IN GAZA: President Banks recognized Mayor Chokwe Antar Lumumba who condemned the actions of Hamas as well as the innocent lives taken by the State of Israel. President Banks recognized Melissa Payne, Director of Communications, who read a Proclamation Issued by the Mayor.

DISCUSSION: PENDING LITIGATION: President Banks stated said discussion item would be held until a later meeting at the request of Drew Martin, City Attorney..

There came on for consideration Agenda item No. 41:

MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Banks stated that all City Council members had received the monthly financial report for review.

There came on for consideration Agenda item No. 34:

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD’S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard’s Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard's Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor has negotiated such a contract with Richard's Disposal, Inc. that will provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

WHEREAS, copy of the contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard's Disposal, Inc. to provide solid waste collection services consistent with the terms set forth in this order, with the Request for Proposals, Richard's Disposal, Inc.'s Proposal, and the terms of the contract attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

AGREEMENT
FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD'S DISPOSAL, INC.

This Agreement made and entered into on this the ___ day of _____, 2024, by and between the City of Jackson, Mississippi, hereinafter referred to as the "City" and Richard's Disposal, Inc., hereinafter referred to as "Contractor".

WITNESETH

WHEREAS, the City advertised for proposals for solid waste collection services, in accord with Mississippi public purchasing law, Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an evaluation committee consisting of City employees reviewed the two proposals submitted and ranked them on the basis of (1) Service Provider's plan for performing the required services; (2) Service Provider's plan to include minority participation in contract; and (3) fee proposal, which was scored objectively using the formula presented in the Request for Proposals; and

WHEREAS, the evaluation committee submitted its recommendation to the Mayor based on its evaluation, which recommended that the Mayor negotiate with Richard's Disposal, Inc. for a Solid Waste Collection Services Agreement; and

WHEREAS, the City and Richard's Disposal, Inc. having negotiated and agreed upon the terms and conditions, and the compensation for Richard's Disposal, Inc. providing solid waste services consistent with the Request for Proposals and the proposal of Richard's Disposal, Inc.; and

WHEREAS, the City and Richard's Disposal, Inc. are each desirous of entering into an agreement on the terms and conditions, and the compensation negotiated.

NOW, THEREFORE, it is hereby agreed as follows:

1. **AGREEMENT DOCUMENTS**

The agreement between the City and Contractor shall consist of this Agreement, the Request for Proposals, which is attached hereto as Exhibit "A", the Technical Proposal of Contractor, attached hereto as Exhibit "B", the Equal Business Opportunity Plan, attached hereto as Exhibit "C", and the City Facilities Collection Schedule, attached hereto as Exhibit "D". The Agreement shall also include the transition plan and education plan required in the Request for Proposals, which shall be incorporated herein upon its submittal and approval by the City.

2. TERM

The term of this Agreement shall begin April 1, 2024, (the "Commencement Date") and continue through March 30, 2030 (the "Initial Term"); provided however, that the Agreement may be extended for up to four (4) additional periods of one (1) year solely at the City's discretion and expressed in writing before the end of the Initial Term or each one-year extension term, as applicable.

3. COMPENSATION AND PAYMENT

3.1 COMPENSATION FOR SOLID WASTE SERVICES

As compensation for the solid waste services, including, but not limited to collection, as offered in Contractor's Proposal, as modified by the terms of this Agreement, the City shall pay to Contractor the sum of eight-hundred ninety-one thousand dollars and no cents (\$891,000.00) per month. Such compensation includes the cost of purchasing and delivery of up to 45,000 carts to residents. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with section 3.3.

3.2 PAYMENT TO CONTRACTOR

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis, reduced by any liquidated damages, within forty-five (45) days of receipt, pursuant to the requirements of Section 31-7-305 of the Mississippi Code of 1972, as amended. If the City fails to pay the undisputed amount of a monthly invoice, interest shall accrue on the outstanding balance at a rate of one and one-half percent (1 ½ %) each month or any portion thereafter or such other amount as may be prescribed by Mississippi law of Timely Payment for Purchases by Public Bodies.

3.3 DISPOSAL CHARGES

The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 5.8 or otherwise designated by the City, and any such charges paid by the Contractor, will be billed to the City separately from the compensation set forth in Section 3.1 and will be paid by the City.

3.4 RATE ADJUSTMENT

On July 1, 2025, and annually thereafter, the parties shall determine the increase in the monthly compensation based upon a pricing index over the previous 12- month period based on the Annual CPI for All Urban Consumers for the South Region. The annual amount of such increase shall not exceed 5%. The effective date of the increase shall be on October 1, 2025 and annually thereafter.

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4. GENERAL TERMS AND CONDITIONS

The Contractor shall maintain a local office, which shall be located in the City of Jackson. The hours of operation shall be 7:00 AM - 7:00 PM and office staff should be available during these hours. An answering service shall be linked to the telephone line for after-hours issues.

The Contractor shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Agreement. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Contractor's personnel solicit, request, or receive gratuities of any kind. The Contractor shall inform its personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Contractor, who engage in misconduct or in negligence in the performance of their duties, shall not continue providing services to the City under this Agreement. The City may request the reassignment of any personnel of the Contractor who violate the provisions of this Agreement, or who are determined to be wantonly negligent or discourteous in the performance of their duties while working for the Contractor performing services under this Agreement.

The Contractor shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its collection and hauling operations. Each truck shall be equipped with the necessary tools to clean up any spilled material from the City Streets, rights-of-way, sidewalks, or Customer's property when spillage is caused by the Contractor. The Contractor will use due care in handling all Containers.

The Contractor shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Agreement without the written consent of the City. The Agreement may not be assigned, in whole or in part, in any way without prior written consent of the City.

4.1 DEFINITIONS

For the purposes of this Agreement, unless the context clearly indicates that another meaning is intended, the following terms have the meaning ascribed to them in this section:

- **Approved Container:** means the 96-gallon Cart provided by the Contractor to the Customer. Approved Container shall also mean a customer supplied covered or closed container which is nonabsorbent, leakproof, durable such as molded plastic or metal and designed for safe handling and which shall be of no more than 35- gallon . Metal drums or barrels manufactured for the purpose of shipping or storing materials or plastic garbage sacks are not considered Approved Containers.

- **Annexed Area:** means any area contiguous to the Agreement Area that is added to the boundaries of the City of Jackson by any method of annexation following the Effective Date of the Agreement.

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- **Bulk Waste:** means furniture and other waste materials (excluding White Goods, commercial construction debris, Hazardous Waste, and Yard Waste) with a shape or volume that exceeds the capacity for Carts.
- **Cart:** means a Container with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** means the City of Jackson, Mississippi.
- **City Employee:** mean an employee of the City subject to its personnel policies.
- **Collection Schedule:** means the defined days of collection designated by the City.
- **Container:** means a container the Contractor provides for Residential Solid Waste services or an Approved Container. All Containers provided by the Contractor will be maintained in good repair and appearance. The Containers will remain the property of the Contractor who will be responsible for replacing faulty or damaged containers to the household. Should Contractor provide proof to the City that the Customer caused or allowed to be caused damage to the Container provided by the Agreement, Customer shall be responsible for the necessary replacement, and an appropriate fee, not to exceed the cost of the Container to the Contractor may be assessed by the Contractor to the Customer.
- **Contract Area:** means the area(s) of the City, including any Annexed Areas, within which services will be provided by the Contractor, during the term of the Agreement and any extensions, if granted.
- **Contract Technical Representative:** means a City employee(s) who observes the operations of the Contractor to ensure that the services are performed according to the Agreement and City Code.
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City Street or State or Federal highway
- **Customer:** means a resident of a Residential Unit, who will be provided curbside collection services through this procurement, specifically referring to a resident in the contract Area.
- **Disposal Site:** means a refuse depository including, but not limited to, sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

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- **Drop Box:** means an all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards but not more than fifty cubic yards in capacity.
- **Effective Date:** means the date that the Agreement between the City and the Contractor is in effect.
- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **Landfill:** means a Disposal Site for disposing of Residential Solid Waste.
- **Missed Collection:** means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day.
- **Refuse:** means "municipal solid waste" as defined by Mississippi law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposals (RFP):** executed documents, including documents attached or incorporated by reference, used for soliciting proposals in accordance with the procedures and instructions set forth herein.
- **Residential Unit:** means a habitable dwelling unit such as a home or trailer, or a habitable dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels.
- **Roll-Off Containers:** means a container to be used where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. yd., either open top or enclosed compactor type.
- **Residential Solid Waste or Solid Waste:** means Refuse generated by a Residential Unit, City facility, or community activity. It excludes commercial and industrial Refuse, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, but does not include solid or dissolved

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materials in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

- Staff: means all employees of the Contractor who perform services for the City.
- Street: means a public road in a city or town, typically with houses and buildings on one or both sides.
- White Goods: means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- Yard Waste: means grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

5. SCOPE OF SERVICES

5.1 GENERAL INFORMATION

The Contractor shall collect all Residential Solid Waste, Yard Waste, and Bulk Waste that complies with the requirements for collection from each Residential Unit on the designated collection day. Collections will occur at the curb.

The Contractor shall handle all serviced collection Containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Contractor's employees will pick up Refuse or Yard Waste spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Any materials set out for collection that are not in an approved Container will be left at the curb along with instructional materials educating the customer about the City's residential collection services. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the Collection Schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, a least ten days in advance of the Effective Date.

The Contractor will maintain City facilities (Dumpsters) and administrative buildings in the same physical condition as before implementing their collection program.

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5.2 REGULAR SERVICE PROVISION

The Contractor will be required to pick up twice-weekly, Monday through Saturday, all Residential Solid Waste generated at the Residential Unit, provided the Solid Waste is placed in an Approved Container.

5.3 BULK WASTE

The Contractor must provide once-weekly, Monday through Saturday, curbside collection of Bulk Waste items.

5.4 COLLECTION OF YARD WASTE

The Contractor will collect Yard Waste from each Residential Unit weekly on the seconded, regularly scheduled collection day. The Contractor will notify the public of the Collection Schedule at the time service is established. Customers may dispose of Yard Waste with the Residential Solid Waste or separately from Residential Solid Waste.

All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled.

The Contractor shall collect all Yard Waste such as tree limbs not larger than four inches in diameter nor longer than four (4) feet. Customers will be required to bundle with string or twine limbs in piles not to exceed three (3) feet in height and four (4) feet in width. Contractor will not be required to collect Tree trunks larger than four (4) inches in diameter.

The Contractor will be responsible for properly disposing of ten (10) Yard Waste collection bags as a part of the Yard Waste collection services provided by Contractor. Each bag or Container placed out for collection may weigh no more than sixty (60) pounds.

In the event Yard Waste set out at a Residential Unit in the Contract Area does not meet the specifications above, the Contractor shall leave a clear, explanatory printed or written notice for the Customer and provide City with notice of the non-compliant set-out within eight (8) working hours.

5.5 SUSPENSION OF CURBSIDE COLLECTION

Curbside collection service may be suspended due to extreme or declared emergencies. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

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5.6 SPECIAL SOLID WASTE COLLECTION PROJECTS

The City wishes to sponsor community cleanup and illegal dumping removal events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Quarterly litter pickups and illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services on the 20th day in January, April, July, October).
- Fall Cleanup Event (one 40 yd. container and disposal services).
- Christmas Tree Recycling Campaign
- Spring Cleanup (two 40-yd. containers and disposal services).
- Monthly Dumpster Day event (one 40 yd. container for each ward) schedules and sites are to be determined by the City's designee.

In addition to the listed special projects, Contractor will provide one rear-end loader collection vehicle and crew of driver and two hoppers to assist City employees and volunteers with the collection of litter, cleaning illegal dumping sites, and performing other beautification projects, as directed by the City. Contractor's employees will assist by placing bagged solid waste into the collection vehicle and will not be expected to handle loose solid waste.

5.7 DISPOSAL SERVICES FOR THE CITY OF JACKSON ANIMAL CONTROL DIVISION

Contractor will provide a vehicle and properly licensed driver to pick up from the Animal Control Division, as requested, the remains of dead animals and transport them to a properly permitted incineration facility for disposal. In addition to the other fees, charges, and compensation payable under the terms of this Agreement, the Contractor may invoice the City for the cost of this service in the amount in an amount that shall be determined once a suitable disposal location is identified., The cost of the service shall be the transportation cost and may include all costs associated with providing the service, including the cost of disposal charged by the incineration facility. The fee for this service will be adjusted pursuant to Section 3.4 of this Agreement.

5.8 DISPOSAL REQUIREMENTS

All Residential Solid Waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Unless otherwise directed by the City, the Contractor shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County, Mississippi, which is owned by Waste Management of Mississippi, Inc.

5.9 MUNICIPAL BUILDINGS AND FACILITIES

Contractor shall collect Solid Waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in Exhibit "D", which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number containers to be provided to each municipal building and facility for collection of Solid Waste. The cost of this service will be \$1085.00 per week.

5.10 MONTHLY ROLL OFF SERVICES

At no additional charge to the City, one day each month, Contractor shall deliver four thirty (30) cubic yard roll off container to a location designated by the City for the collection of Solid Waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location to which the four (4) roll-off containers are to be delivered. Each roll off container shall be available to the City and residents of the City between the hours of 8 A.M. and 3 P.M. on the date selected by the City, after which, Contractor will transport any waste collected to the designated disposal location. The City shall be responsible for providing personnel at the location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

5.11 ADDITIONAL ROLL OFF SERVICES

In addition to the services described in section 5.10, the City may request roll-off containers for special events according to the following pricing:

20 Cubic Yard Per Haul	\$250.00/unit
30 Cubic Yard Per Haul	\$250.00/unit
40 Cubic Yard Per Haul	\$250.00/unit
Delivery and Exchange	\$50.00/unit

5.12 STORM DEBRIS

Following events of flood, hurricane, and similar or different acts of God over which the Contractor has no control, Contractor shall remain responsible for the collection of Solid Waste, Yard Waste, and Bulk Waste placed on the street for collection that complies with the requirements of sections 5.2, 5.3, and 5.4 of this Agreement. Contractor shall not be responsible for the collection or disposal of any volumes of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control that exceed the average total volume collected during the three months prior to said act ("Three-Month Total Average Volume"). This Three-Month Total Average Volume shall be calculated by totaling the volume of material delivered by the Contractor for disposal for each of three months and dividing this total by three. In the event of such a flood, hurricane or other act of God, City shall pay Contractor for any volumes exceeding the Three-Month Total Average Volume at the rate of \$210.00 per ton, if

Contractor and City agree that the excessive volumes are to be handled by Contractor. This per ton rate will be adjusted pursuant to Section 3.2 of this Agreement.

5.13. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

5.14 RECYCLING TECHNICAL ASSISTANCE

Contractor agrees to provide the City with technical assistance in re-establishing a City recycling program. Contractor will not be required to provide any direct recycling services under this provision, said services not having been requested in the Request for Proposals.

5.15 HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be implemented only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Independence Day
Christmas Day	

Contractor is not required to provide a make-up day to collect solid waste or from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements with media serving the affected area.

5.16 SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed, scheduled collection, Contractor shall investigate and, if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

Contractor shall furnish to the City on a monthly basis:

- A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.
- B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

5.17 NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

6. COLLECTION EQUIPMENT

6.1 GENERAL TERMS

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on all four sides in letters not less than 9 inches in height.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of Residential Solid Waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spilled occurred. If an address is not readily available, the Contractor will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned,

the Contractor will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on Streets and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

6.2 VEHICLES USED IN COLLECTION

All vehicles used for collection shall be registered with the Hinds County Tax Collector, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least four inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use.

No advertising shall be permitted other than the name of the Contractor. The Contractor shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used for residential collections. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Units at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Mississippi State traffic laws and where applicable the City of Jackson Code of Ordinances.

The Contractor's primary collection vehicles shall be used only on this Agreement. The Contractor may use collection vehicles from other sources, or use Agreement vehicles for other operations, only with the approval of the City.

The Contractor (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

All collection equipment used under this Agreement shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All collection trucks used on this Agreement shall meet existing street weight limits in the City. The Contractor shall

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not exceed any collection truck weight limit at any time. The Contractor's monthly report shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, park at idle compaction, engine idle time limiter, automatic transmissions, retarders, arm dampeners, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a location.

The Contractor shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this Agreement promptly and efficiently. The Contractor's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

Collection vehicles shall not leak from the power train or the body of the truck, nor shall they leak from the collection vessel. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The collection vehicles shall have solid metal sides and a fully enclosable metal top.

Contractor's vehicles used to collect Roll Off containers and Drop Boxes shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Contractor's load at all times.

Prior to use, a tare weight shall be established for all of the Contractor's collection vehicles. At the City's discretion, the tare weight of any collection vehicle may be checked at any time by the City Technical Representative.

Except for extraordinary circumstances, as determined by the City, all collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

6.3 RESERVE VEHICLES AND EQUIPMENT

The Contractor shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

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6.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the Contractor's collection vehicles and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations. The Contractor's collection vehicles and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the City).

The Contractor shall monitor, maintain and repair its collection vehicles and equipment to prevent fuel and lubricant spills. The Contractor shall keep its collection vehicles and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All collection vehicles used within the Contract Area shall identify as a valid hauler for the City and bear signage as a City Contractor, and any other City messaging required. The City will provide the content, form and format of the vehicle identification, signage, and messaging. The collection vehicle shall not display any vehicle identification, signage or messaging other than that approved by the City. Vehicle serial numbers shall be displayed at all times, in letters at least nine (9) inches high, on all four (4) sides of all collection vehicles.

6.5 CITY'S RIGHT TO INSPECT VEHICLES

The City may inspect the Contractor's vehicles, equipment, licenses, registrations, and Contractor fleet records at any time at its own discretion. The City reserves the authority to require the Contractor to immediately remove any collection vehicle or equipment from service, for reasons deemed by the City including but not limited to, leaking or spilling of fluids and escaping of Solid Waste. The City also may require any collection vehicle or equipment to be washed within one (1) business day of a City request. In such cases, the Contractor shall immediately notify the City Technical Representative of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken. When the City conducts any inspection, Contractor staff shall fully cooperate with City staff. The Contractor shall state names and titles of all Contractor staff present. At the end of the inspection, Contractor staff shall sign an inspection report stating that they were present.

6.6 STORAGE AND REPAIR

The Contractor shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The Contractor shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City Technical Representative. The Contractor shall not store, house, or repair any vehicle or equipment in the public right-of-way.

6.7 VEHICLE MAINTENANCE AND INVENTORY

The Contractor shall provide to the City, by April 1, 2024, a complete inventory showing each vehicle (type, capacity) used for performing the Agreement. The Contractor may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this Agreement. The Contractor shall maintain a vehicular fleet during the performance of this Agreement at least equal to that described in the inventory.

6.8 CART STANDARDS

Containers for Residential Solid Waste curb collection shall be kelly green 96-gallon Carts bearing the City of Jackson logo. The City shall review and approve the Cart models, including the specific shade of color proposed prior to Cart ordering and delivery by the Contractor. All new Containers shall be equipped with attached lids, have wheels to aid in movement, be a minimum 15% post-consumer recycled content, meet ASTM container standards, and have minimum 10-year warranty.

Containers will include Contractor-provided, and City-approved, instruction labels or in-molds for with customer instruction on Cart use, excluded and included materials, City logo, and contact information. Instructions will include Cart safety, including customer actions that would void manufacturer warranties, placement of hot ashes that could cause Cart to melt, and procedures to minimize potential fire problems.

The Contractor shall affix a unique barcode identifier to each new Cart or Cart replacement prior to delivery. The Contractor will ensure that all customer Carts used for collection of Residential Solid Waste have the unique barcode identifier affixed to the Cart. If during the term of the Agreement, the unique barcode identifier fades, or becomes unreadable, the Contractor shall reaffix the unique barcode identifier.

The Carts will be the property of the Contractor until the conclusion of the initial six-year term at which time the Carts will become the property of the City of Jackson. Under this Agreement, the cost of 45,000 Carts is included in the monthly rate to be paid during the initial six-year term of the Agreement. Should the City require in excess of 45,000 Carts, the City may elect to have the Contractor order additional carts at the original cost per cart, \$96.00 (Richard's to verify), with said price indexed/adjusted pursuant to Section 3.4 of this Agreement. The City may elect to procure additional carts itself, with such carts being owned by the City. The Contractor will replace one (1) lost, stolen, or damaged Cart without charge to the City or customer, except that a customer known to have willfully removed or damaged the first Cart may be charged a fee to replace the damaged Cart not to exceed the actual cost of the Cart to the Contractor. Following the loss, stolen, or damage to the first Cart, Contractor may charge customer a fee to replace the Cart not to exceed the actual cost of replacement of the Cart to the Contractor. Contractor will repair all damaged Carts, including, but not limited to wheels, axles, lids, and body cracks at no charge to customer or City except that a customer known to have willfully damaged the Cart may be

charged a fee to repair the damaged Cart not to exceed the actual cost of the Cart to the Contractor. The charges for replacement of items such as lids and wheels are part of the cost proposal.

[Question, what will be the process for charging customer for Cart repairs or replacement where applicable? If you wish for this amount to be included on the customer's bill, I will need to confirm with JXN Water that they are willing and able to do this because JXN Water has authority over customer billing currently, which is likely to last three to four more years.]

7. PERFORMANCE STANDARDS

7.1 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection from a subscribing address is missed, the Contractor will notify the City when they will return to collect the materials. In all cases, the Missed Collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the Customer or City personnel submitting the complaint. The City of Jackson uses City Works to document all solid waste issues. The Contractor will receive an email from the City Works system which will provide documentation of the issue. The Contractor will work cooperatively with the Customer or City to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office Staff that can receive, record, and resolve complaints. Such Staff will be available during regular business hours, Monday through Friday. After hours, weekends, and Holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the City's Contract Technical Representative prior to the award of the Agreement.

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 2:00 pm that business day, or by the end of the business day following notification by the City, if the notification is received after 2:00 pm. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curb/alley service. The City will transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

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Solely for the purposes of this Section, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all miss complaints transmitted to the Contractor after 2:00 pm on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may authorize the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charge, and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Unit missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Agreement provided that the Contractor shall have left a printed or written note on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has refused or been unable to make. This notification shall include the service address and the reason of the non-collection. This notification shall be referred to as the Exception List "(EL)".

If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected due to Unacceptable Wastes, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed or written note, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Unit, a row of Residential Units, or an entire route.

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7.2 SPILLAGE AND LITTER

The Contractor shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractors' activities under this Agreement. When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Performance Fee.

If any other material escapes from or is littered by Contractors' vehicle or spilled from Containers for any reason, Contractor shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Performance Fee.

City will support including in the educational materials developed and distributed by the Contractor language strongly recommending that customers bag Solid Waste when placing the Solid Waste in the Approved Containers for collection to prevent the accidental spillage of Solid Waste during collection. The City will also post such recommendation on the Solid Waste Division webpage within the City website.

Overfilled or material placed outside Containers shall not be considered spillage by the Contractor.

The Contractor shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from Contractors' vehicles. Upon notification of any leaks or spills the Contractor shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws, or be subject to the associated Performance Fee. The Contractor shall assume all costs associated with cleanup activities.

7.3 PERFORMANCE FEES

The City may deduct the following performance fees from the monthly payment for the service delivery omissions or acts as described below. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance Fees will be reasonably applied and may be appealed using the procedures outlined in the Operations Plan. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during labor disruptions.

Performance Requirement	Penalty
<u>Collection Failure</u>	
1. Failure to collect missed collection on the day the request is given to the Contractor if submitted prior to 2 pm, or by the following business day (including Saturday) if request is given to the Contractor after 2 pm.	\$100 each Container
2. Missed collection of whole block . (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street or alley between two streets.	\$250 per whole residential block
3. The third miss within one (1) year of any particular service at a particular address.	\$500 each incident
<u>Manner of collection</u>	
4. Collection outside of the hours as specified.	\$250 each incident, to a maximum of \$1000 per truck per day
5. Collection on other than the scheduled collection day , including early collection due to a holiday.	\$100 per Residential Unit, to a maximum of \$1000 per truck per day
6. Failure to place Containers and lids back in original location	\$50 per incident \$500 per route per day
7. Unsatisfactory performance by Contractor after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period, e.g., abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, violation of noise statutes, or similar violations.	\$300 each incident
8. False collection records submitted to the City	\$5000 each incident
<u>Containers</u>	
10. Failure to deliver Containers for new Garbage Residential Solid Waste service within 3 business days.	\$50 per Cart per day

11. Failure to deliver, pick-up or replace Carts Container within 5 business days of notification, including any identified needing repair or replacement.	\$50 per Cart per day
12. Failure to remove or repaint graffiti on Containers within five (5) business days of notice.	\$50 per Container per day (after 5 business days)

Contractor Operations

13. Failure to properly cover material in collection or hauling vehicles	\$300 per occurrence
14. Failure to correct, upon notification by the City, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the City	\$100 per occurrence
15. Failure to clean up spillage or litter occurring during collection at time of collection	\$100 per occurrence
16. Failure to have a vehicle properly licensed and registered	\$100 per vehicle
17. Exceeding vehicle weight limits as set forth in the State of Mississippi Code	\$1,000 per vehicle per occurrence
18. Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the City	\$100 per occurrence
19. Failure to report known vehicle accidents to the City	\$100 per day not notified
20. Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the City	\$100 per day

8. PUBLIC EDUCATION

Contractor shall develop a public education and communication plan with oversight and input from the City about the transition of services from twice weekly solid waste collection to once weekly solid waste collection with a cart. The plan shall include the development of all materials to be used to educate customers, along the means and frequency of communications about the change in services. Contractor shall be responsible for all costs associated with this public education and communication plan.

In addition to the initial public education and communication plan, Contractor shall provide public education materials and services on a not less than quarterly basis. The educational materials will

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include, but not be limited to the Collection Schedule, and specifications for accepting Solid Waste, Yard Waste and Bulk Waste.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Contractor and other appropriate parties including, but not limited to the local Keep Mississippi Beautiful affiliate. The public education program shall include information on waste reduction, in support of the City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by City. It is the Contractor's responsibility to coordinate production and dissemination schedules to allow for reasonable review time by the City as well as for revisions and coordination of messages, as well as meeting City publication deadlines as applicable.

9. PERSONNEL

Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Contractor's operations within the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

The Contractor shall staff all its Residential Solid Waste collection vehicles (rear-end loaders) with a driver and two hoppers at all times.

9.1 NON-DISCRIMINATION

The Contractor shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

9.2 EQUAL EMPLOYMENT PRACTICES

A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated

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equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

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G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. By affixing its signature on a Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

9.3 HIRING PREFERENCE

For initial hiring under this Agreement, the Contractor and subcontractors shall give hiring preference to any Residential Solid Waste collection workers who have been displaced from the awarding of this Agreement. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

9.4 OSHA COMPLIANCE

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under

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and certifies that all services under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and + purchaser from all damages assessed against the City as a result of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Agreement to so comply.

9.5 MISSISSIPPI EMPLOYMENT PROTECTION ACT

Contractor shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

10. REPORTING

Before disposal, all Residential Solid Waste collected from Residential Units in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis.

10.1 AD HOC REPORTS

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse and Yard Waste):

- a. Complaints/resolution summary;
- b. Daily route sheet with attached Disposal Site weight ticket;
- c. Route operational data form;
- d. Vehicle identification number;
- e. Daily staffing summary (including substitutions);
- f. Landfill tickets;
- g. Daily route sheets (including labor hours); and
- h. Disposed tonnage of Refuse and Bulk Waste, and Yard Waste itemized on a per-day basis.

10.2 MONTHLY REPORTS

Monthly reports must be submitted to the City by the fifteenth (15th) day of the month following the end of the previous calendar month and shall include the following information:

- A) A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;

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- B) Complaints/resolution summary for the associated month;
- C) Daily route sheet with attached Disposal Site weight ticket for the associated month; and
- D) Tonnage summary for the associated month

10.3 ANNUAL REPORT

The obligation to submit an annual report shall survive the termination or expiration of the Agreement. The City may withhold payment at balances due the Contractor at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

11. OTHER TERMS AND CONDITIONS

11.1 OPERATIONS PLAN

A schedule of activities and detailed procedures related to the effective implementation and operation of the Agreement will be developed by the Contractor and the City after the Agreement is signed and prior to beginning collections under the Agreement. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

- 1. Procedures for notifying customers of new collection days;
- 2. Procedures for transmitting collection and billing information to and from the City to the Contractor;
- 3. Procedures for City monitoring of Contractor collection activities;
- 4. Procedures for measuring and applying penalties for Contractor activities;
- 5. Process for customer appeals to services;
- 6. Process for Contractor appeals of payments;
- 7. Protocol and communications for service interruptions due to weather, construction and other factors;
- 8. Standards for the transfer of electronic information and for data quality control and accuracy;
- 9. Designation of implementation leads by both City and Contractor;
- 10. Procedures for orientation of collection staff including route coordination/cooperation with City staff; and
- 11. Other items identified by the parties.

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The Operations Plan shall not contain procedures, activities, or schedules that conflict with any terms of the Agreement.

11.2 SECURITY; LIABILITY; DAMAGES

11.2.1 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Agreement. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to or before April 1, 2024.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Agreement. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Agreement. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Agreement, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Agreement and grounds of its immediate termination at the option of the City.

11.2.2 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Agreement. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Agreement in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Agreement and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;

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2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Agreement; except for service disruptions due to weather;

3. Under pays prevailing wages;

4. Fails to comply with the terms of any of the Employee Sections of the Agreement;

5. Fails to furnish and maintain a Performance and Payment Bond;

6. Fails to furnish and maintain the Insurance requirements; or

7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Agreement, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a meeting with the Director of the Department of Public Works at which the Contractor will be given the opportunity to correct the deficiency above and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the Director of the Department of Public Works, why the Contractor should not be declared to be in default of this Agreement, the Director may recommend to the governing authorities of the City that they make a declaration of default. In evaluating whether to make such a recommendation of a declaration of default, the Director shall, in their discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Agreement.

In declaring the Contractor to have defaulted on the Agreement, the governing authorities also may order the Contractor to discontinue further performance of work under the Agreement and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent

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inventory submitted to the City, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Agreement.

In the event the City secures the performance of work under the Agreement at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

11.2.3 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Agreement, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Agreement. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

11.2.4 Commitment of Equipment

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Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this Agreement (called "such property") shall be available for use in collecting Residential Solid Waste in the Contract Area. When provided, this Section applies to the replacement and substitute.

For the duration of this Agreement, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Agreement;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

11.2.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:

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- Premises/Operations
- Products/Completed Operations
- Pollution – On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.

3. WORKERS' COMPENSATION INSURANCE as required by the laws of the state of Mississippi.

4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$10,000,000 CSL (\$11,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.2.6 Insurance Terms and Conditions

1. City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

2. No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the

liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.

3. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. Claims Made Form: If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. Deductibles and Self-Insured Retentions: Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.

6. Notice of Cancellation: The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be actually delivered or mailed to the City not less than 30 days prior to

cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).

7. Qualification of Insurers: Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement, or as may otherwise be approved by the City.

8. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

9. Evidence of Insurance: The Contractor must provide the following evidence of insurance:

- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- b) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- c) A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.2.7 Indemnity

~~To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.~~

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor

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shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

11.3 ASSIGNMENT OR PLEDGE OF MONEYS BY THE CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Agreement without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Agreement.

11.4 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

11.5 AUDIT

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Agreement. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Agreement, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit

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the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

11.6 CONTRACT RIGHTS

The parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

11.7 INTERPRETATION

This Agreement shall be interpreted as a whole and to carry out its purposes. This Agreement is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

11.8 LAW; VENUE

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Agreement, without regard to conflicts of law principles. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

11.9 NOTICES

All notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:
City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

To the Contractor:

Copy to:
Department of Public Works
Attn: Director
200 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-2091

And copy to:
Office of the City Attorney
Attention: City Attorney
P.O. Box 2779
Jackson, MS 39207-2779
Telephone: (601) 960-1799

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

11.10 SEVERABILITY

Should any term, provision, condition, or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Agreement still fulfills its purposes, the remainder of this Agreement or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

11.11 NO PERSONAL LIABILITY

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

11.12 DISPUTES

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Agreement representatives as listed "Notices," or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor a written

explanation of the concern and a reasonable remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

11.13 TERMINATION

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon a material default under or breach of this Agreement by the other party, provided the defaulting party has been provided written notice of the default, and has been afforded a thirty-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the other party.

In the event that the governing authorities do not provide funding for this Agreement during any fiscal year after Fiscal Year 2024, which began on October 1, 2023, this Agreement shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides written notice to the Contractor of its intent not to provide further funding of the Agreement.

11.14 FORCE MAJEURE – SUSPENSION

This section applies in the event either party becomes unable to perform its obligations under this Agreement as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Agreement. Such events may include, but are not limited to, an embargo, weather condition, embargo, epidemic, natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Agreement.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Agreement as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Agreement.

11.15 EMERGENCIES, DISASTERS – MAJOR SERVICE DISRUPTION

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Agreement. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections "Service Disruptions Due to Weather" and "Service Disruptions—Non-Weather). In such an event:

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1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.
2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.
3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.
4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.
5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Agreement, and any additional collections performed by Contractor shall be paid as specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

11.16 ADJUSTMENT - CHANGE OF LAW OR DUE TO A FORCE MAJEURE EVENT

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Agreement. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the reasonable satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Agreement. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Agreement, provided such taxes or fees are not covered by the Fuel Index or passed through directly to the City or customers.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor.

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The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Agreement, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

11.17 SERVICE DISRUPTIONS DUE TO WEATHER

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.18 SERVICE DISRUPTIONS—NON-WEATHER

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Jackson Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

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When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.19 [RESERVED]

11.20 NEWLY DEVELOPED AND ANNEXED AREAS

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after proper notification by the City, provide solid waste services as required by the Agreement on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

11.21 MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION

Contractor agrees that it will comply with the Equal Business Opportunity Plan attached hereto as Exhibit "C". Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local executive order.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

THE CITY OF JACKSON, MISSISSIPPI

RICHARD'S DISPOSAL, INC.

BY: _____
ITS: Mayor

BY: _____
ITS: _____

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Witness

Witness

DRAFT

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

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

Council Member Foote moved; seconded by **Council Member Stokes**, to amend said order to remove 45,000 – 96- gallon carts from the contract.

President Banks recognized **Gloria Green, Richard’s Disposal Inc. Attorney, Alvin Richards, and Deidra Jones of Richard’s Disposal, Inc.** who provided a brief overview of said item. The motion prevailed by the following vote:

Yeas – Banks, Foote, Hartley and Stokes

Nays – Grizzell, Lee, Lindsay

Absent – None.

Council Member Stokes moved; seconded by **Council Member Hartley**, to amend said order to replace Richard’s Disposal with National Collection Services “NCS” on the 1st page of the contract. The motion failed by the following vote:

Yeas – Foote, Hartley and Stokes.

Nays – Banks, Grizzell, Lee, Lindsay.

Absent – None.

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

Council Member Stokes moved; seconded by **Council Member Hartley**, to amend said order to reduce the terms of the contract to 2 years. The motion failed by the following vote:

Yeas – Foote, Hartley and Stokes.

Nays – Banks, Grizzell, Lee and Lindsay.

Absent – None.

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

Council Member Stokes moved; seconded by **Council Member Hartley**, to amend said order to change the compensation amount in Section 3.1 from \$891,000.00 to \$765,000.00 per month. The motion failed by the following vote:

Yeas – Foote, Hartley and Stokes.

Nays – Banks, Grizzell, Lee, Lindsay.

Absent – None.

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

Council Member Stokes moved; seconded by **Council Member Hartley**, to amend said order to award contract to lowest bidder and place Richard’s Disposal as a subcontractor. The motion failed by the following vote:

Yeas – Foote, Hartley, and Stokes.

Nays – Banks, Grizzell, Lee, Lindsay.

Absent – None.

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

President Banks recognized **Lee Bush, National Collection Systems LLC**, who provided a brief overview of said item.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD’S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard’s Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard’s Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor has negotiated such a contract with Richard’s Disposal, Inc. that will provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

WHEREAS, copy of the contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard’s Disposal, Inc. to provide solid waste collection services consistent with the terms set forth in this order, with the Request for Proposals, Richard’s Disposal, Inc.’s Proposal, and the terms of the contract attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

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

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

* * * * *

President Banks recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to reconsider the previous item. The motion prevailed by the following vote:

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

* * * * *

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD’S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard’s Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard’s Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor has negotiated such a contract with Richard’s Disposal, Inc. that will provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

WHEREAS, copy of the contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard's Disposal, Inc. to provide solid waste collection services consistent with the terms set forth in this order, with the Request for Proposals, Richard's Disposal, Inc.'s Proposal, and the terms of the contract attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

**AGREEMENT
FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD'S DISPOSAL, INC.**

This Agreement made and entered into on this the ___ day of _____, 2024, by and between the City of Jackson, Mississippi, hereinafter referred to as the "City" and Richard's Disposal, Inc., hereinafter referred to as "Contractor".

WITNESETH

WHEREAS, the City advertised for proposals for solid waste collection services, in accord with Mississippi public purchasing law, Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an evaluation committee consisting of City employees reviewed the two proposals submitted and ranked them on the basis of (1) Service Provider's plan for performing the required services; (2) Service Provider's plan to include minority participation in contract; and (3) fee proposal, which was scored objectively using the formula presented in the Request for Proposals; and

WHEREAS, the evaluation committee submitted its recommendation to the Mayor based on its evaluation, which recommended that the Mayor negotiate with Richard's Disposal, Inc. for a Solid Waste Collection Services Agreement; and

WHEREAS, the City and Richard's Disposal, Inc. having negotiated and agreed upon the terms and conditions, and the compensation for Richard's Disposal, Inc. providing solid waste services consistent with the Request for Proposals and the proposal of Richard's Disposal, Inc.; and

WHEREAS, the City and Richard's Disposal, Inc. are each desirous of entering into an agreement on the terms and conditions, and the compensation negotiated.

NOW, THEREFORE, it is hereby agreed as follows:

1. AGREEMENT DOCUMENTS

The agreement between the City and Contractor shall consist of this Agreement, the Request for Proposals, which is attached hereto as Exhibit "A", the Technical Proposal of Contractor, attached hereto as Exhibit "B", the Equal Business Opportunity Plan, attached hereto as Exhibit "C", and the City Facilities Collection Schedule, attached hereto as Exhibit "D". The Agreement shall also include the transition plan and education plan required in the Request for Proposals, which shall be incorporated herein upon its submittal and approval by the City.

2. TERM

The term of this Agreement shall begin April 1, 2024, (the "Commencement Date") and continue through March 30, 2030 (the "Initial Term"); provided however, that the Agreement may be extended for up to four (4) additional periods of one (1) year solely at the City's discretion and expressed in writing before the end of the Initial Term or each one-year extension term, as applicable.

3. COMPENSATION AND PAYMENT

3.1 COMPENSATION FOR SOLID WASTE SERVICES

As compensation for the solid waste services, including, but not limited to collection, as offered in Contractor's Proposal, as modified by the terms of this Agreement, the City shall pay to Contractor the sum of eight-hundred ninety-one thousand dollars and no cents (\$891,000.00) per month. Such compensation includes the cost of purchasing and delivery of up to 45,000 carts to residents. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with section 3.3.

3.2 PAYMENT TO CONTRACTOR

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis, reduced by any liquidated damages, within forty-five (45) days of receipt, pursuant to the requirements of Section 31-7-305 of the Mississippi Code of 1972, as amended. If the City fails to pay the undisputed amount of a monthly invoice, interest shall accrue on the outstanding balance at a rate of one and one-half percent (1 ½ %) each month or any portion thereafter or such other amount as may be prescribed by Mississippi law of Timely Payment for Purchases by Public Bodies.

3.3 DISPOSAL CHARGES

The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 5.8 or otherwise designated by the City, and any such charges paid by the Contractor, will be billed to the City separately from the compensation set forth in Section 3.1 and will be paid by the City.

3.4 RATE ADJUSTMENT

On July 1, 2025, and annually thereafter, the parties shall determine the increase in the monthly compensation based upon a pricing index over the previous 12- month period based on the Annual CPI for All Urban Consumers for the South Region. The annual amount of such increase shall not exceed 5%. The effective date of the increase shall be on October 1, 2025 and annually thereafter.

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4. GENERAL TERMS AND CONDITIONS

The Contractor shall maintain a local office, which shall be located in the City of Jackson. The hours of operation shall be 7:00 AM - 7:00 PM and office staff should be available during these hours. An answering service shall be linked to the telephone line for after-hours issues.

The Contractor shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Agreement. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Contractor's personnel solicit, request, or receive gratuities of any kind. The Contractor shall inform its personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Contractor, who engage in misconduct or in negligence in the performance of their duties, shall not continue providing services to the City under this Agreement. The City may request the reassignment of any personnel of the Contractor who violate the provisions of this Agreement, or who are determined to be wantonly negligent or discourteous in the performance of their duties while working for the Contractor performing services under this Agreement.

The Contractor shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its collection and hauling operations. Each truck shall be equipped with the necessary tools to clean up any spilled material from the City Streets, rights-of-way, sidewalks, or Customer's property when spillage is caused by the Contractor. The Contractor will use due care in handling all Containers.

The Contractor shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Agreement without the written consent of the City. The Agreement may not be assigned, in whole or in part, in any way without prior written consent of the City.

4.1 DEFINITIONS

For the purposes of this Agreement, unless the context clearly indicates that another meaning is intended, the following terms have the meaning ascribed to them in this section:

- **Approved Container:** means the 96-gallon Cart provided by the Contractor to the Customer. Approved Container shall also mean a customer supplied covered or closed container which is nonabsorbent, leakproof, durable such as molded plastic or metal and designed for safe handling and which shall be of no more than 35- gallon . Metal drums or barrels manufactured for the purpose of shipping or storing materials or plastic garbage sacks are not considered Approved Containers.

- **Annexed Area:** means any area contiguous to the Agreement Area that is added to the boundaries of the City of Jackson by any method of annexation following the Effective Date of the Agreement.

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- Bulk Waste: means furniture and other waste materials (excluding White Goods, commercial construction debris, Hazardous Waste, and Yard Waste) with a shape or volume that exceeds the capacity for Carts.
- Cart: means a Container with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- City: means the City of Jackson, Mississippi.
- City Employee: mean an employee of the City subject to its personnel policies.
- Collection Schedule: means the defined days of collection designated by the City.
- Container: means a container the Contractor provides for Residential Solid Waste services or an Approved Container. All Containers provided by the Contractor will be maintained in good repair and appearance. The Containers will remain the property of the Contractor who will be responsible for replacing faulty or damaged containers to the household. Should Contractor provide proof to the City that the Customer caused or allowed to be caused damage to the Container provided by the Agreement, Customer shall be responsible for the necessary replacement, and an appropriate fee, not to exceed the cost of the Container to the Contractor may be assessed by the Contractor to the Customer.
- Contract Area: means the area(s) of the City, including any Annexed Areas, within which services will be provided by the Contractor, during the term of the Agreement and any extensions, if granted.
- Contract Technical Representative: means a City employee(s) who observes the operations of the Contractor to ensure that the services are performed according to the Agreement and City Code.
- Curbside: means that location, with respect to a residence, which is most immediately adjacent to a City Street or State or Federal highway
- Customer: means a resident of a Residential Unit, who will be provided curbside collection services through this procurement, specifically referring to a resident in the contract Area.
- Disposal Site: means a refuse depository including, but not limited to, sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

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- Drop Box: means an all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards but not more than fifty cubic yards in capacity.
- Effective Date: means the date that the Agreement between the City and the Contractor is in effect.
- Hazardous Waste: means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- Landfill: means a Disposal Site for disposing of Residential Solid Waste.
- Missed Collection: means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day.
- Refuse: means "municipal solid waste" as defined by Mississippi law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- Request for Proposals (RFP): executed documents, including documents attached or incorporated by reference, used for soliciting proposals in accordance with the procedures and instructions set forth herein.
- Residential Unit: means a habitable dwelling unit such as a home or trailer, or a habitable dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels.
- Roll-Off Containers: means a container to be used where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. yd., either open top or enclosed compactor type.
- Residential Solid Waste or Solid Waste: means Refuse generated by a Residential Unit, City facility, or community activity. It excludes commercial and industrial Refuse, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, but does not include solid or dissolved

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materials in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

- Staff: means all employees of the Contractor who perform services for the City.
- Street: means a public road in a city or town, typically with houses and buildings on one or both sides.
- White Goods: means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- Yard Waste: means grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

5. SCOPE OF SERVICES

5.1 GENERAL INFORMATION

The Contractor shall collect all Residential Solid Waste, Yard Waste, and Bulk Waste that complies with the requirements for collection from each Residential Unit on the designated collection day. Collections will occur at the curb.

The Contractor shall handle all serviced collection Containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Contractor's employees will pick up Refuse or Yard Waste spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Any materials set out for collection that are not in an approved Container will be left at the curb along with instructional materials educating the customer about the City's residential collection services. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the Collection Schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, a least ten days in advance of the Effective Date.

The Contractor will maintain City facilities (Dumpsters) and administrative buildings in the same physical condition as before implementing their collection program.

5.2 REGULAR SERVICE PROVISION

The Contractor will be required to pick up twice-weekly, Monday through Saturday, all Residential Solid Waste generated at the Residential Unit, provided the Solid Waste is placed in an Approved Container.

5.3 BULK WASTE

The Contractor must provide once-weekly, Monday through Saturday, curbside collection of Bulk Waste items.

5.4 COLLECTION OF YARD WASTE

The Contractor will collect Yard Waste from each Residential Unit weekly on the seconded, regularly scheduled collection day. The Contractor will notify the public of the Collection Schedule at the time service is established. Customers may dispose of Yard Waste with the Residential Solid Waste or separately from Residential Solid Waste.

All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled.

The Contractor shall collect all Yard Waste such as tree limbs not larger than four inches in diameter nor longer than four (4) feet. Customers will be required to bundle with string or twine limbs in piles not to exceed three (3) feet in height and four (4) feet in width. Contractor will not be required to collect Tree trunks larger than four (4) inches in diameter.

The Contractor will be responsible for properly disposing of ten (10) Yard Waste collection bags as a part of the Yard Waste collection services provided by Contractor. Each bag or Container placed out for collection may weigh no more than sixty (60) pounds.

In the event Yard Waste set out at a Residential Unit in the Contract Area does not meet the specifications above, the Contractor shall leave a clear, explanatory printed or written notice for the Customer and provide City with notice of the non-compliant set-out within eight (8) working hours.

5.5 SUSPENSION OF CURBSIDE COLLECTION

Curbside collection service may be suspended due to extreme or declared emergencies. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

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5.6 SPECIAL SOLID WASTE COLLECTION PROJECTS

The City wishes to sponsor community cleanup and illegal dumping removal events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Quarterly litter pickups and illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services on the 20th day in January, April, July, October).
- Fall Cleanup Event (one 40 yd. container and disposal services).
- Christmas Tree Recycling Campaign
- Spring Cleanup (two 40-yd. containers and disposal services).
- Monthly Dumpster Day event (one 40 yd. container for each ward) schedules and sites are to be determined by the City's designee.

In addition to the listed special projects, Contractor will provide one rear-end loader collection vehicle and crew of driver and two hoppers to assist City employees and volunteers with the collection of litter, cleaning illegal dumping sites, and performing other beautification projects, as directed by the City. Contractor's employees will assist by placing bagged solid waste into the collection vehicle and will not be expected to handle loose solid waste.

5.7 DISPOSAL SERVICES FOR THE CITY OF JACKSON ANIMAL CONTROL DIVISION

Contractor will provide a vehicle and properly licensed driver to pick up from the Animal Control Division, as requested, the remains of dead animals and transport them to a properly permitted incineration facility for disposal. In addition to the other fees, charges, and compensation payable under the terms of this Agreement, the Contractor may invoice the City for the cost of this service in the amount in an amount that shall be determined once a suitable disposal location is identified. The cost of the service shall be the transportation cost and may include all costs associated with providing the service, including the cost of disposal charged by the incineration facility. The fee for this service will be adjusted pursuant to Section 3.4 of this Agreement.

5.8 DISPOSAL REQUIREMENTS

All Residential Solid Waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Unless otherwise directed by the City, the Contractor shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County, Mississippi, which is owned by Waste Management of Mississippi, Inc.

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5.9 MUNICIPAL BUILDINGS AND FACILITIES

Contractor shall collect Solid Waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in Exhibit "D", which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number containers to be provided to each municipal building and facility for collection of Solid Waste. The cost of this service will be \$1085.00 per week.

5.10 MONTHLY ROLL OFF SERVICES

At no additional charge to the City, one day each month, Contractor shall deliver four thirty (30) cubic yard roll off container to a location designated by the City for the collection of Solid Waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location to which the four (4) roll-off containers are to be delivered. Each roll off container shall be available to the City and residents of the City between the hours of 8 A.M. and 3 P.M. on the date selected by the City, after which, Contractor will transport any waste collected to the designated disposal location. The City shall be responsible for providing personnel at the location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

5.11 ADDITIONAL ROLL OFF SERVICES

In addition to the services described in section 5.10, the City may request roll-off containers for special events according to the following pricing:

20 Cubic Yard Per Haul	\$250.00/unit
30 Cubic Yard Per Haul	\$250.00/unit
40 Cubic Yard Per Haul	\$250.00/unit
Delivery and Exchange	\$50.00/unit

5.12 STORM DEBRIS

Following events of flood, hurricane, and similar or different acts of God over which the Contractor has no control, Contractor shall remain responsible for the collection of Solid Waste, Yard Waste, and Bulk Waste placed on the street for collection that complies with the requirements of sections 5.2, 5.3, and 5.4 of this Agreement. Contractor shall not be responsible for the collection or disposal of any volumes of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control that exceed the average total volume collected during the three months prior to said act ("Three-Month Total Average Volume"). This Three-Month Total Average Volume shall be calculated by totaling the volume of material delivered by the Contractor for disposal for each of three months and dividing this total by three. In the event of such a flood, hurricane or other act of God, City shall pay Contractor for any volumes exceeding the Three-Month Total Average Volume at the rate of \$210.00 per ton, if

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Contractor and City agree that the excessive volumes are to be handled by Contractor. This per ton rate will be adjusted pursuant to Section 3.2 of this Agreement.

5.13. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

5.14 RECYCLING TECHNICAL ASSISTANCE

Contractor agrees to provide the City with technical assistance in re-establishing a City recycling program. Contractor will not be required to provide any direct recycling services under this provision, said services not having been requested in the Request for Proposals.

5.15 HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be implemented only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Independence Day
Christmas Day	

Contractor is not required to provide a make-up day to collect solid waste or from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements with media serving the affected area.

5.16 SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed, scheduled collection, Contractor shall investigate and, if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

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Contractor shall furnish to the City on a monthly basis:

A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.

B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

5.17 NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

6. COLLECTION EQUIPMENT

6.1 GENERAL TERMS

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on all four sides in letters not less than 9 inches in height.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of Residential Solid Waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spilled occurred. If an address is not readily available, the Contractor will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned,

the Contractor will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on Streets and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

6.2 VEHICLES USED IN COLLECTION

All vehicles used for collection shall be registered with the Hinds County Tax Collector, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least four inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use.

No advertising shall be permitted other than the name of the Contractor. The Contractor shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used for residential collections. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Units at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Mississippi State traffic laws and where applicable the City of Jackson Code of Ordinances.

The Contractor's primary collection vehicles shall be used only on this Agreement. The Contractor may use collection vehicles from other sources, or use Agreement vehicles for other operations, only with the approval of the City.

The Contractor (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

All collection equipment used under this Agreement shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All collection trucks used on this Agreement shall meet existing street weight limits in the City. The Contractor shall

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not exceed any collection truck weight limit at any time. The Contractor's monthly report shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, park at idle compaction, engine idle time limiter, automatic transmissions, retarders, arm dampeners, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a location.

The Contractor shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this Agreement promptly and efficiently. The Contractor's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

Collection vehicles shall not leak from the power train or the body of the truck, nor shall they leak from the collection vessel. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The collection vehicles shall have solid metal sides and a fully enclosable metal top.

Contractor's vehicles used to collect Roll Off containers and Drop Boxes shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Contractor's load at all times.

Prior to use, a tare weight shall be established for all of the Contractor's collection vehicles. At the City's discretion, the tare weight of any collection vehicle may be checked at any time by the City Technical Representative.

Except for extraordinary circumstances, as determined by the City, all collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

6.3 RESERVE VEHICLES AND EQUIPMENT

The Contractor shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

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6.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the Contractor's collection vehicles and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations. The Contractor's collection vehicles and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the City).

The Contractor shall monitor, maintain and repair its collection vehicles and equipment to prevent fuel and lubricant spills. The Contractor shall keep its collection vehicles and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All collection vehicles used within the Contract Area shall identify as a valid hauler for the City and bear signage as a City Contractor, and any other City messaging required. The City will provide the content, form and format of the vehicle identification, signage, and messaging. The collection vehicle shall not display any vehicle identification, signage or messaging other than that approved by the City. Vehicle serial numbers shall be displayed at all times, in letters at least nine (9) inches high, on all four (4) sides of all collection vehicles.

6.5 CITY'S RIGHT TO INSPECT VEHICLES

The City may inspect the Contractor's vehicles, equipment, licenses, registrations, and Contractor fleet records at any time at its own discretion. The City reserves the authority to require the Contractor to immediately remove any collection vehicle or equipment from service, for reasons deemed by the City including but not limited to, leaking or spilling of fluids and escaping of Solid Waste. The City also may require any collection vehicle or equipment to be washed within one (1) business day of a City request. In such cases, the Contractor shall immediately notify the City Technical Representative of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken. When the City conducts any inspection, Contractor staff shall fully cooperate with City staff. The Contractor shall state names and titles of all Contractor staff present. At the end of the inspection, Contractor staff shall sign an inspection report stating that they were present.

6.6 STORAGE AND REPAIR

The Contractor shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The Contractor shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City Technical Representative. The Contractor shall not store, house, or repair any vehicle or equipment in the public right-of-way.

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6.7 VEHICLE MAINTENANCE AND INVENTORY

The Contractor shall provide to the City, by April 1, 2024, a complete inventory showing each vehicle (type, capacity) used for performing the Agreement. The Contractor may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this Agreement. The Contractor shall maintain a vehicular fleet during the performance of this Agreement at least equal to that described in the inventory.

6.8 CART STANDARDS

Containers for Residential Solid Waste curb collection shall be kelly green 96-gallon Carts bearing the City of Jackson logo. The City shall review and approve the Cart models, including the specific shade of color proposed prior to Cart ordering and delivery by the Contractor. All new Containers shall be equipped with attached lids, have wheels to aid in movement, be a minimum 15% post-consumer recycled content, meet ASTM container standards, and have minimum 10-year warranty.

Containers will include Contractor-provided, and City-approved, instruction labels or in-molds for with customer instruction on Cart use, excluded and included materials, City logo, and contact information. Instructions will include Cart safety, including customer actions that would void manufacturer warranties, placement of hot ashes that could cause Cart to melt, and procedures to minimize potential fire problems.

The Contractor shall affix a unique barcode identifier to each new Cart or Cart replacement prior to delivery. The Contractor will ensure that all customer Carts used for collection of Residential Solid Waste have the unique barcode identifier affixed to the Cart. If during the term of the Agreement, the unique barcode identifier fades, or becomes unreadable, the Contractor shall reaffix the unique barcode identifier.

The Carts will be the property of the Contractor until the conclusion of the initial six-year term at which time the Carts will become the property of the City of Jackson. Under this Agreement, the cost of 45,000 Carts is included in the monthly rate to be paid during the initial six-year term of the Agreement. Should the City require in excess of 45,000 Carts, the City may elect to have the Contractor order additional carts at the original cost per cart, \$96.00 (Richard's to verify), with said price indexed/adjusted pursuant to Section 3.4 of this Agreement. The City may elect to procure additional carts itself, with such carts being owned by the City. The Contractor will replace one (1) lost, stolen, or damaged Cart without charge to the City or customer, except that a customer known to have willfully removed or damaged the first Cart may be charged a fee to replace the damaged Cart not to exceed the actual cost of the Cart to the Contractor. Following the loss, stolen, or damage to the first Cart, Contractor may charge customer a fee to replace the Cart not to exceed the actual cost of replacement of the Cart to the Contractor. Contractor will repair all damaged Carts, including, but not limited to wheels, axles, lids, and body cracks at no charge to customer or City except that a customer known to have willfully damaged the Cart may be

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charged a fee to repair the damaged Cart not to exceed the actual cost of the Cart to the Contractor. The charges for replacement of items such as lids and wheels are part of the cost proposal.

[Question, what will be the process for charging customer for Cart repairs or replacement where applicable? If you wish for this amount to be included on the customer's bill, I will need to confirm with JXN Water that they are willing and able to do this because JXN Water has authority over customer billing currently, which is likely to last three to four more years.]

7. PERFORMANCE STANDARDS

7.1 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection from a subscribing address is missed, the Contractor will notify the City when they will return to collect the materials. In all cases, the Missed Collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the Customer or City personnel submitting the complaint. The City of Jackson uses City Works to document all solid waste issues. The Contractor will receive an email from the City Works system which will provide documentation of the issue. The Contractor will work cooperatively with the Customer or City to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office Staff that can receive, record, and resolve complaints. Such Staff will be available during regular business hours, Monday through Friday. After hours, weekends, and Holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the City's Contract Technical Representative prior to the award of the Agreement.

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 2:00 pm that business day, or by the end of the business day following notification by the City, if the notification is received after 2:00 pm. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curb/alley service. The City will transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

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Solely for the purposes of this Section, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all miss complaints transmitted to the Contractor after 2:00 pm on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may authorize the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charge, and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Unit missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Agreement provided that the Contractor shall have left a printed or written note on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has refused or been unable to make. This notification shall include the service address and the reason of the non-collection. This notification shall be referred to as the Exception List "(EL)".

If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected due to Unacceptable Wastes, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed or written note, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Unit, a row of Residential Units, or an entire route.

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7.2 SPILLAGE AND LITTER

The Contractor shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractors' activities under this Agreement. When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Performance Fee.

If any other material escapes from or is littered by Contractors' vehicle or spilled from Containers for any reason, Contractor shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Performance Fee.

City will support including in the educational materials developed and distributed by the Contractor language strongly recommending that customers bag Solid Waste when placing the Solid Waste in the Approved Containers for collection to prevent the accidental spillage of Solid Waste during collection. The City will also post such recommendation on the Solid Waste Division webpage within the City website.

Overfilled or material placed outside Containers shall not be considered spillage by the Contractor.

The Contractor shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from Contractors' vehicles. Upon notification of any leaks or spills the Contractor shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws, or be subject to the associated Performance Fee. The Contractor shall assume all costs associated with cleanup activities.

7.3 PERFORMANCE FEES

The City may deduct the following performance fees from the monthly payment for the service delivery omissions or acts as described below. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance Fees will be reasonably applied and may be appealed using the procedures outlined in the Operations Plan. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during labor disruptions.

Performance Requirement	Penalty
<u>Collection Failure</u>	
1. Failure to collect missed collection on the day the request is given to the Contractor if submitted prior to 2 pm, or by the following business day (including Saturday) if request is given to the Contractor after 2 pm.	\$100 each Container
2. Missed collection of whole block . (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street or alley between two streets.	\$250 per whole residential block
3. The third miss within one (1) year of any particular service at a particular address.	\$500 each incident
<u>Manner of collection</u>	
4. Collection outside of the hours as specified.	\$250 each incident, to a maximum of \$1000 per truck per day
5. Collection on other than the scheduled collection day , including early collection due to a holiday.	\$100 per Residential Unit, to a maximum of \$1000 per truck per day
6. Failure to place Containers and lids back in original location	\$50 per incident \$500 per route per day
7. Unsatisfactory performance by Contractor after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period, e.g., abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, violation of noise statutes, or similar violations.	\$300 each incident
8. False collection records submitted to the City	\$5000 each incident
<u>Containers</u>	
10. Failure to deliver Containers for new Garbage Residential Solid Waste service within 3 business days.	\$50 per Cart per day

11. Failure to deliver, pick-up or replace Carts Container within 5 business days of notification, including any identified needing repair or replacement.	\$50 per Cart per day
12. Failure to remove or repaint graffiti on Containers within five (5) business days of notice.	\$50 per Container per day (after 5 business days)

Contractor Operations

13. Failure to properly cover material in collection or hauling vehicles	\$300 per occurrence
14. Failure to correct, upon notification by the City, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the City	\$100 per occurrence
15. Failure to clean up spillage or litter occurring during collection at time of collection	\$100 per occurrence
16. Failure to have a vehicle properly licensed and registered	\$100 per vehicle
17. Exceeding vehicle weight limits as set forth in the State of Mississippi Code	\$1,000 per vehicle per occurrence
18. Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the City	\$100 per occurrence
19. Failure to report known vehicle accidents to the City	\$100 per day not notified
20. Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the City	\$100 per day

8. PUBLIC EDUCATION

Contractor shall develop a public education and communication plan with oversight and input from the City about the transition of services from twice weekly solid waste collection to once weekly solid waste collection with a cart. The plan shall include the development of all materials to be used to educate customers, along the means and frequency of communications about the change in services. Contractor shall be responsible for all costs associated with this public education and communication plan.

In addition to the initial public education and communication plan, Contractor shall provide public education materials and services on a not less than quarterly basis. The educational materials will

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include, but not be limited to the Collection Schedule, and specifications for accepting Solid Waste, Yard Waste and Bulk Waste.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Contractor and other appropriate parties including, but not limited to the local Keep Mississippi Beautiful affiliate. The public education program shall include information on waste reduction, in support of the City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by City. It is the Contractor's responsibility to coordinate production and dissemination schedules to allow for reasonable review time by the City as well as for revisions and coordination of messages, as well as meeting City publication deadlines as applicable.

9. PERSONNEL

Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Contractor's operations within the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

The Contractor shall staff all its Residential Solid Waste collection vehicles (rear-end loaders) with a driver and two hoppers at all times.

9.1 NON-DISCRIMINATION

The Contractor shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

9.2 EQUAL EMPLOYMENT PRACTICES

A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated

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equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

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G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. By affixing its signature on a Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

9.3 HIRING PREFERENCE

For initial hiring under this Agreement, the Contractor and subcontractors shall give hiring preference to any Residential Solid Waste collection workers who have been displaced from the awarding of this Agreement. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

9.4 OSHA COMPLIANCE

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under

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and certifies that all services under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and + purchaser from all damages assessed against the City as a result of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Agreement to so comply.

9.5 MISSISSIPPI EMPLOYMENT PROTECTION ACT

Contractor shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

10. REPORTING

Before disposal, all Residential Solid Waste collected from Residential Units in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis.

10.1 AD HOC REPORTS

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse and Yard Waste):

- a. Complaints/resolution summary;
- b. Daily route sheet with attached Disposal Site weight ticket;
- c. Route operational data form;
- d. Vehicle identification number;
- e. Daily staffing summary (including substitutions);
- f. Landfill tickets;
- g. Daily route sheets (including labor hours); and
- h. Disposed tonnage of Refuse and Bulk Waste, and Yard Waste itemized on a per-day basis.

10.2 MONTHLY REPORTS

Monthly reports must be submitted to the City by the fifteenth (15th) day of the month following the end of the previous calendar month and shall include the following information:

- A) A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;

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- B) Complaints/resolution summary for the associated month;
- C) Daily route sheet with attached Disposal Site weight ticket for the associated month; and
- D) Tonnage summary for the associated month

10.3 ANNUAL REPORT

The obligation to submit an annual report shall survive the termination or expiration of the Agreement. The City may withhold payment at balances due the Contractor at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

11. OTHER TERMS AND CONDITIONS

11.1 OPERATIONS PLAN

A schedule of activities and detailed procedures related to the effective implementation and operation of the Agreement will be developed by the Contractor and the City after the Agreement is signed and prior to beginning collections under the Agreement. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

- 1. Procedures for notifying customers of new collection days;
- 2. Procedures for transmitting collection and billing information to and from the City to the Contractor;
- 3. Procedures for City monitoring of Contractor collection activities;
- 4. Procedures for measuring and applying penalties for Contractor activities;
- 5. Process for customer appeals to services;
- 6. Process for Contractor appeals of payments;
- 7. Protocol and communications for service interruptions due to weather, construction and other factors;
- 8. Standards for the transfer of electronic information and for data quality control and accuracy;
- 9. Designation of implementation leads by both City and Contractor;
- 10. Procedures for orientation of collection staff including route coordination/cooperation with City staff; and
- 11. Other items identified by the parties.

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The Operations Plan shall not contain procedures, activities, or schedules that conflict with any terms of the Agreement.

11.2 SECURITY; LIABILITY; DAMAGES

11.2.1 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Agreement. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to or before April 1, 2024.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Agreement. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Agreement. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Agreement, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Agreement and grounds of its immediate termination at the option of the City.

11.2.2 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Agreement. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Agreement in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Agreement and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;

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2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Agreement; except for service disruptions due to weather;

3. Under pays prevailing wages;

4. Fails to comply with the terms of any of the Employee Sections of the Agreement;

5. Fails to furnish and maintain a Performance and Payment Bond;

6. Fails to furnish and maintain the Insurance requirements; or

7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Agreement, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a meeting with the Director of the Department of Public Works at which the Contractor will be given the opportunity to correct the deficiency above and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the Director of the Department of Public Works, why the Contractor should not be declared to be in default of this Agreement, the Director may recommend to the governing authorities of the City that they make a declaration of default. In evaluating whether to make such a recommendation of a declaration of default, the Director shall, in their discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Agreement.

In declaring the Contractor to have defaulted on the Agreement, the governing authorities also may order the Contractor to discontinue further performance of work under the Agreement and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent

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inventory submitted to the City, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Agreement.

In the event the City secures the performance of work under the Agreement at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

11.2.3 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Agreement, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Agreement. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

11.2.4 Commitment of Equipment

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Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this Agreement (called "such property") shall be available for use in collecting Residential Solid Waste in the Contract Area. When provided, this Section applies to the replacement and substitute.

For the duration of this Agreement, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Agreement;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

11.2.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:

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- Premises/Operations
- Products/Completed Operations
- Pollution – On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.

3. WORKERS' COMPENSATION INSURANCE as required by the laws of the state of Mississippi.

4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$10,000,000 CSL (\$11,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.2.6 Insurance Terms and Conditions

1. City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

2. No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the

liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.

3. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. Claims Made Form: If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. Deductibles and Self-Insured Retentions: Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.

6. Notice of Cancellation: The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be actually delivered or mailed to the City not less than 30 days prior to

cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).

7. Qualification of Insurers: Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement, or as may otherwise be approved by the City.

8. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

9. Evidence of Insurance: The Contractor must provide the following evidence of insurance:

- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- b) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- c) A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.2.7 Indemnity

~~To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.~~

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor

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shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

11.3 ASSIGNMENT OR PLEDGE OF MONEYS BY THE CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Agreement without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Agreement.

11.4 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

11.5 AUDIT

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Agreement. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Agreement, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit

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the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

11.6 CONTRACT RIGHTS

The parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

11.7 INTERPRETATION

This Agreement shall be interpreted as a whole and to carry out its purposes. This Agreement is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

11.8 LAW; VENUE

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Agreement, without regard to conflicts of law principles. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

11.9 NOTICES

All notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:
City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

To the Contractor:

Copy to:
Department of Public Works
Attn: Director
200 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-2091

And copy to:
Office of the City Attorney
Attention: City Attorney
P.O. Box 2779
Jackson, MS 39207-2779
Telephone: (601) 960-1799

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

11.10 SEVERABILITY

Should any term, provision, condition, or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Agreement still fulfills its purposes, the remainder of this Agreement or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

11.11 NO PERSONAL LIABILITY

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

11.12 DISPUTES

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Agreement representatives as listed "Notices," or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor a written

explanation of the concern and a reasonable remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

11.13 TERMINATION

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon a material default under or breach of this Agreement by the other party, provided the defaulting party has been provided written notice of the default, and has been afforded a thirty-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the other party.

In the event that the governing authorities do not provide funding for this Agreement during any fiscal year after Fiscal Year 2024, which began on October 1, 2023, this Agreement shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides written notice to the Contractor of its intent not to provide further funding of the Agreement.

11.14 FORCE MAJEURE – SUSPENSION

This section applies in the event either party becomes unable to perform its obligations under this Agreement as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Agreement. Such events may include, but are not limited to, an embargo, weather condition, embargo, epidemic, natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Agreement.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Agreement as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Agreement.

11.15 EMERGENCIES, DISASTERS – MAJOR SERVICE DISRUPTION

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Agreement. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections "Service Disruptions Due to Weather" and "Service Disruptions—Non-Weather). In such an event:

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1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.
2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.
3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.
4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.
5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Agreement, and any additional collections performed by Contractor shall be paid as specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

11.16 ADJUSTMENT - CHANGE OF LAW OR DUE TO A FORCE MAJEURE EVENT

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Agreement. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the reasonable satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Agreement. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Agreement, provided such taxes or fees are not covered by the Fuel Index or passed through directly to the City or customers.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor.

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The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Agreement, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

11.17 SERVICE DISRUPTIONS DUE TO WEATHER

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.18 SERVICE DISRUPTIONS—NON-WEATHER

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Jackson Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

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When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.19 [RESERVED]

11.20 NEWLY DEVELOPED AND ANNEXED AREAS

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after proper notification by the City, provide solid waste services as required by the Agreement on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

11.21 MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION

Contractor agrees that it will comply with the Equal Business Opportunity Plan attached hereto as Exhibit "C". Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local executive order.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

THE CITY OF JACKSON, MISSISSIPPI

RICHARD'S DISPOSAL, INC.

BY: _____
ITS: Mayor

BY: _____
ITS: _____

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Witness

Witness

DRAFT

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

President Banks recognized **Vice President Lee** who moved, seconded by **President Banks** to remove 45,000 – 96- gallon carts from the contract.

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

Nays – Grizzell and Lindsay.

Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD’S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard’s Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard’s Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor has negotiated such a contract with Richard’s Disposal, Inc. that will provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

WHEREAS, copy of the contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard’s Disposal, Inc. to provide solid waste collection services consistent with the terms set forth in this order, with the Request for Proposals, Richard’s Disposal, Inc.’s Proposal, and the terms of the contract attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

**AGREEMENT
FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD’S DISPOSAL, INC.**

This Agreement made and entered into on this the ___ day of _____, 2024, by and between the City of Jackson, Mississippi, hereinafter referred to as the “City” and Richard’s Disposal, Inc., hereinafter referred to as “Contractor”.

WITNESETH

WHEREAS, the City advertised for proposals for solid waste collection services, in accord with Mississippi public purchasing law, Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an evaluation committee consisting of City employees reviewed the two proposals submitted and ranked them on the basis of (1) Service Provider’s plan for performing the required services; (2) Service Provider’s plan to include minority participation in contract; and (3) fee proposal, which was scored objectively using the formula presented in the Request for Proposals; and

WHEREAS, the evaluation committee submitted its recommendation to the Mayor based on its evaluation, which recommended that the Mayor negotiate with Richard’s Disposal, Inc. for a Solid Waste Collection Services Agreement; and

WHEREAS, the City and Richard’s Disposal, Inc. having negotiated and agreed upon the terms and conditions, and the compensation for Richard’s Disposal, Inc. providing solid waste services consistent with the Request for Proposals and the proposal of Richard’s Disposal, Inc.; and

WHEREAS, the City and Richard’s Disposal, Inc. are each desirous of entering into an agreement on the terms and conditions, and the compensation negotiated.

NOW, THEREFORE, it is hereby agreed as follows:

1. AGREEMENT DOCUMENTS

The agreement between the City and Contractor shall consist of this Agreement, the Request for Proposals, which is attached hereto as Exhibit “A”, the Technical Proposal of Contractor, attached hereto as Exhibit “B”, the Equal Business Opportunity Plan, attached hereto as Exhibit “C”, and the City Facilities Collection Schedule, attached hereto as Exhibit “D”. The Agreement shall also include the transition plan and education plan required in the Request for Proposals, which shall be incorporated herein upon its submittal and approval by the City.

2. **TERM**

The term of this Agreement shall begin April 1, 2024, (the "Commencement Date") and continue through March 30, 2030 (the "Initial Term"); provided however, that the Agreement may be extended for up to four (4) additional periods of one (1) year solely at the City's discretion and expressed in writing before the end of the Initial Term or each one-year extension term, as applicable.

3. **COMPENSATION AND PAYMENT**

3.1 **COMPENSATION FOR SOLID WASTE SERVICES**

As compensation for the solid waste services, including, but not limited to collection, as offered in Contractor's Proposal, as modified by the terms of this Agreement, the City shall pay to Contractor the sum of eight-hundred ninety-one thousand dollars and no cents (\$891,000.00) per month.

Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with section 3.3.

3.2 **PAYMENT TO CONTRACTOR**

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis, reduced by any liquidated damages, within forty-five (45) days of receipt, pursuant to the requirements of Section 31-7-305 of the Mississippi Code of 1972, as amended. If the City fails to pay the undisputed amount of a monthly invoice, interest shall accrue on the outstanding balance at a rate of one and one-half percent (1 ½ %) each month or any portion thereafter or such other amount as may be prescribed by Mississippi law of Timely Payment for Purchases by Public Bodies.

3.3 **DISPOSAL CHARGES**

The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 5.8 or otherwise designated by the City, and any such charges paid by the Contractor, will be billed to the City separately from the compensation set forth in Section 3.1 and will be paid by the City.

3.4 **RATE ADJUSTMENT**

On July 1, 2025, and annually thereafter, the parties shall determine the increase in the monthly compensation based upon a pricing index over the previous 12- month period based on the Annual CPI for All Urban Consumers for the South Region. The annual amount of such increase shall not exceed 5%. The effective date of the increase shall be on October 1, 2025 and annually thereafter.

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4. **GENERAL TERMS AND CONDITIONS**

The Contractor shall maintain a local office, which shall be located in the City of Jackson. The hours of operation shall be 7:00 AM - 7:00 PM and office staff should be available during these hours. An answering service shall be linked to the telephone line for after-hours issues.

The Contractor shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Agreement. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Contractor's personnel solicit, request, or receive gratuities of any kind. The Contractor shall inform its personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Contractor, who engage in misconduct or in negligence in the performance of their duties, shall not continue providing services to the City under this Agreement. The City may request the reassignment of any personnel of the Contractor who violate the provisions of this Agreement, or who are determined to be wantonly negligent or discourteous in the performance of their duties while working for the Contractor performing services under this Agreement.

The Contractor shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its collection and hauling operations. Each truck shall be equipped with the necessary tools to clean up any spilled material from the City Streets, rights-of-way, sidewalks, or Customer's property when spillage is caused by the Contractor. The Contractor will use due care in handling all Containers.

The Contractor shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Agreement without the written consent of the City. The Agreement may not be assigned, in whole or in part, in any way without prior written consent of the City.

4.1 **DEFINITIONS**

For the purposes of this Agreement, unless the context clearly indicates that another meaning is intended, the following terms have the meaning ascribed to them in this section:

- **Approved Container:** means the 96-gallon Cart provided by the Contractor to the Customer. Approved Container shall also mean a customer supplied covered or closed container which is nonabsorbent, leakproof, durable such as molded plastic or metal and designed for safe handling and which shall be of no more than 35- gallon . Metal drums or barrels manufactured for the purpose of shipping or storing materials or plastic garbage sacks are not considered Approved Containers.

- **Annexed Area:** means any area contiguous to the Agreement Area that is added to the boundaries of the City of Jackson by any method of annexation following the Effective Date of the Agreement.

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- **Bulk Waste:** means furniture and other waste materials (excluding White Goods, commercial construction debris, Hazardous Waste, and Yard Waste) with a shape or volume that exceeds the capacity for Carts.
- **Cart:** means a Container with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** means the City of Jackson, Mississippi.
- **City Employee:** mean an employee of the City subject to its personnel policies.
- **Collection Schedule:** means the defined days of collection designated by the City.
- **Container:** means a container the Contractor provides for Residential Solid Waste services or an Approved Container All Containers provided by the Contractor will be maintained in good repair and appearance. The Containers will remain the property of the Contractor who will be responsible for replacing faulty or damaged containers to the household. Should Contractor provide proof to the City that the Customer caused or allowed to be caused damage to the Container provided by the Agreement, Customer shall be responsible for the necessary replacement, and an appropriate fee, not to exceed the cost of the Container to the Contractor may be assessed by the Contractor to the Customer.
- **Contract Area:** means the area(s) of the City, including any Annexed Areas, within which services will be provided by the Contractor, during the term of the Agreement and any extensions, if granted.
- **Contract Technical Representative:** means a City employee(s) who observes the operations of the Contractor to ensure that the services are performed according to the Agreement and City Code.
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City Street or State or Federal highway
- **Customer:** means a resident of a Residential Unit, who will be provided curbside collection services through this procurement, specifically referring to a resident in the contract Area.
- **Disposal Site:** means a refuse depository including, but not limited to, sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

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- **Drop Box:** means an all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards but not more than fifty cubic yards in capacity.
- **Effective Date:** means the date that the Agreement between the City and the Contractor is in effect.
- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **Landfill:** means a Disposal Site for disposing of Residential Solid Waste.
- **Missed Collection:** means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day.
- **Refuse:** means "municipal solid waste" as defined by Mississippi law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposals (RFP):** executed documents, including documents attached or incorporated by reference, used for soliciting proposals in accordance with the procedures and instructions set forth herein.
- **Residential Unit:** means a habitable dwelling unit such as a home or trailer, or a habitable dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels.
- **Roll-Off Containers:** means a container to be used where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. yd., either open top or enclosed compactor type.
- **Residential Solid Waste or Solid Waste:** means Refuse generated by a Residential Unit, City facility, or community activity. It excludes commercial and industrial Refuse, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, but does not include solid or dissolved

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materials in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

- Staff: means all employees of the Contractor who perform services for the City.
- Street: means a public road in a city or town, typically with houses and buildings on one or both sides.
- White Goods: means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- Yard Waste: means grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

5. SCOPE OF SERVICES

5.1 GENERAL INFORMATION

The Contractor shall collect all Residential Solid Waste, Yard Waste, and Bulk Waste that complies with the requirements for collection from each Residential Unit on the designated collection day. Collections will occur at the curb.

The Contractor shall handle all serviced collection Containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Contractor's employees will pick up Refuse or Yard Waste spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Any materials set out for collection that are not in an approved Container will be left at the curb along with instructional materials educating the customer about the City's residential collection services. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the Collection Schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, a least ten days in advance of the Effective Date.

The Contractor will maintain City facilities (Dumpsters) and administrative buildings in the same physical condition as before implementing their collection program.

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5.2 REGULAR SERVICE PROVISION

The Contractor will be required to pick up twice-weekly, Monday through Saturday, all Residential Solid Waste generated at the Residential Unit, provided the Solid Waste is placed in an Approved Container.

5.3 BULK WASTE

The Contractor must provide once-weekly, Monday through Saturday, curbside collection of Bulk Waste items.

5.4 COLLECTION OF YARD WASTE

The Contractor will collect Yard Waste from each Residential Unit weekly on the seconded, regularly scheduled collection day. The Contractor will notify the public of the Collection Schedule at the time service is established. Customers may dispose of Yard Waste with the Residential Solid Waste or separately from Residential Solid Waste.

All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled.

The Contractor shall collect all Yard Waste such as tree limbs not larger than four inches in diameter nor longer than four (4) feet. Customers will be required to bundle with string or twine limbs in piles not to exceed three (3) feet in height and four (4) feet in width. Contractor will not be required to collect Tree trunks larger than four (4) inches in diameter.

The Contractor will be responsible for properly disposing of ten (10) Yard Waste collection bags as a part of the Yard Waste collection services provided by Contractor. Each bag or Container placed out for collection may weigh no more than sixty (60) pounds.

In the event Yard Waste set out at a Residential Unit in the Contract Area does not meet the specifications above, the Contractor shall leave a clear, explanatory printed or written notice for the Customer and provide City with notice of the non-compliant set-out within eight (8) working hours.

5.5 SUSPENSION OF CURBSIDE COLLECTION

Curbside collection service may be suspended due to extreme or declared emergencies. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

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5.6 SPECIAL SOLID WASTE COLLECTION PROJECTS

The City wishes to sponsor community cleanup and illegal dumping removal events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Quarterly litter pickups and illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services on the 20th day in January, April, July, October).
- Fall Cleanup Event (one 40 yd. container and disposal services).
- Christmas Tree Recycling Campaign
- Spring Cleanup (two 40-yd. containers and disposal services).
- Monthly Dumpster Day event (one 40 yd. container for each ward) schedules and sites are to be determined by the City's designee.

In addition to the listed special projects, Contractor will provide one rear-end loader collection vehicle and crew of driver and two hoppers to assist City employees and volunteers with the collection of litter, cleaning illegal dumping sites, and performing other beautification projects, as directed by the City. Contractor's employees will assist by placing bagged solid waste into the collection vehicle and will not be expected to handle loose solid waste.

5.7 DISPOSAL SERVICES FOR THE CITY OF JACKSON ANIMAL CONTROL DIVISION

Contractor will provide a vehicle and properly licensed driver to pick up from the Animal Control Division, as requested, the remains of dead animals and transport them to a properly permitted incineration facility for disposal. In addition to the other fees, charges, and compensation payable under the terms of this Agreement, the Contractor may invoice the City for the cost of this service in the amount in an amount that shall be determined once a suitable disposal location is identified., The cost of the service shall be the transportation cost and may include all costs associated with providing the service, including the cost of disposal charged by the incineration facility. The fee for this service will be adjusted pursuant to Section 3.4 of this Agreement.

5.8 DISPOSAL REQUIREMENTS

All Residential Solid Waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Unless otherwise directed by the City, the Contractor shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County, Mississippi, which is owned by Waste Management of Mississippi, Inc.

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5.9 MUNICIPAL BUILDINGS AND FACILITIES

Contractor shall collect Solid Waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in Exhibit "D", which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number containers to be provided to each municipal building and facility for collection of Solid Waste. The cost of this service will be \$1085.00 per week.

5.10 MONTHLY ROLL OFF SERVICES

At no additional charge to the City, one day each month, Contractor shall deliver four thirty (30) cubic yard roll off container to a location designated by the City for the collection of Solid Waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location to which the four (4) roll-off containers are to be delivered. Each roll off container shall be available to the City and residents of the City between the hours of 8 A.M. and 3 P.M. on the date selected by the City, after which, Contractor will transport any waste collected to the designated disposal location. The City shall be responsible for providing personnel at the location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

5.11 ADDITIONAL ROLL OFF SERVICES

In addition to the services described in section 5.10, the City may request roll-off containers for special events according to the following pricing:

20 Cubic Yard Per Haul	\$250.00/unit
30 Cubic Yard Per Haul	\$250.00/unit
40 Cubic Yard Per Haul	\$250.00/unit
Delivery and Exchange	\$50.00/unit

5.12 STORM DEBRIS

Following events of flood, hurricane, and similar or different acts of God over which the Contractor has no control, Contractor shall remain responsible for the collection of Solid Waste, Yard Waste, and Bulk Waste placed on the street for collection that complies with the requirements of sections 5.2, 5.3, and 5.4 of this Agreement. Contractor shall not be responsible for the collection or disposal of any volumes of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control that exceed the average total volume collected during the three months prior to said act ("Three-Month Total Average Volume"). This Three-Month Total Average Volume shall be calculated by totaling the volume of material delivered by the Contractor for disposal for each of three months and dividing this total by three. In the event of such a flood, hurricane or other act of God, City shall pay Contractor for any volumes exceeding the Three-Month Total Average Volume at the rate of \$210.00 per ton, if

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Contractor and City agree that the excessive volumes are to be handled by Contractor. This per ton rate will be adjusted pursuant to Section 3.2 of this Agreement.

5.13. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

5.14 RECYCLING TECHNICAL ASSISTANCE

Contractor agrees to provide the City with technical assistance in re-establishing a City recycling program. Contractor will not be required to provide any direct recycling services under this provision, said services not having been requested in the Request for Proposals.

5.15 HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be implemented only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Independence Day
Christmas Day	

Contractor is not required to provide a make-up day to collect solid waste or from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements with media serving the affected area.

5.16 SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed, scheduled collection, Contractor shall investigate and, if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

Contractor shall furnish to the City on a monthly basis:

- A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.
- B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

5.17 NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

6. COLLECTION EQUIPMENT

6.1 GENERAL TERMS

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on all four sides in letters not less than 9 inches in height.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of Residential Solid Waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spilled occurred. If an address is not readily available, the Contractor will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned,

the Contractor will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on Streets and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

6.2 VEHICLES USED IN COLLECTION

All vehicles used for collection shall be registered with the Hinds County Tax Collector, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least four inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use.

No advertising shall be permitted other than the name of the Contractor. The Contractor shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used for residential collections. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Units at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Mississippi State traffic laws and where applicable the City of Jackson Code of Ordinances.

The Contractor's primary collection vehicles shall be used only on this Agreement. The Contractor may use collection vehicles from other sources, or use Agreement vehicles for other operations, only with the approval of the City.

The Contractor (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

All collection equipment used under this Agreement shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All collection trucks used on this Agreement shall meet existing street weight limits in the City. The Contractor shall

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not exceed any collection truck weight limit at any time. The Contractor's monthly report shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, park at idle compaction, engine idle time limiter, automatic transmissions, retarders, arm dampeners, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a location.

The Contractor shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this Agreement promptly and efficiently. The Contractor's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

Collection vehicles shall not leak from the power train or the body of the truck, nor shall they leak from the collection vessel. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The collection vehicles shall have solid metal sides and a fully enclosable metal top.

Contractor's vehicles used to collect Roll Off containers and Drop Boxes shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Contractor's load at all times.

Prior to use, a tare weight shall be established for all of the Contractor's collection vehicles. At the City's discretion, the tare weight of any collection vehicle may be checked at any time by the City Technical Representative.

Except for extraordinary circumstances, as determined by the City, all collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

6.3 RESERVE VEHICLES AND EQUIPMENT

The Contractor shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

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6.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the Contractor's collection vehicles and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations. The Contractor's collection vehicles and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the City).

The Contractor shall monitor, maintain and repair its collection vehicles and equipment to prevent fuel and lubricant spills. The Contractor shall keep its collection vehicles and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All collection vehicles used within the Contract Area shall identify as a valid hauler for the City and bear signage as a City Contractor, and any other City messaging required. The City will provide the content, form and format of the vehicle identification, signage, and messaging. The collection vehicle shall not display any vehicle identification, signage or messaging other than that approved by the City. Vehicle serial numbers shall be displayed at all times, in letters at least nine (9) inches high, on all four (4) sides of all collection vehicles.

6.5 CITY'S RIGHT TO INSPECT VEHICLES

The City may inspect the Contractor's vehicles, equipment, licenses, registrations, and Contractor fleet records at any time at its own discretion. The City reserves the authority to require the Contractor to immediately remove any collection vehicle or equipment from service, for reasons deemed by the City including but not limited to, leaking or spilling of fluids and escaping of Solid Waste. The City also may require any collection vehicle or equipment to be washed within one (1) business day of a City request. In such cases, the Contractor shall immediately notify the City Technical Representative of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken. When the City conducts any inspection, Contractor staff shall fully cooperate with City staff. The Contractor shall state names and titles of all Contractor staff present. At the end of the inspection, Contractor staff shall sign an inspection report stating that they were present.

6.6 STORAGE AND REPAIR

The Contractor shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The Contractor shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City Technical Representative. The Contractor shall not store, house, or repair any vehicle or equipment in the public right-of-way.

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6.7 VEHICLE MAINTENANCE AND INVENTORY

The Contractor shall provide to the City, by April 1, 2024, a complete inventory showing each vehicle (type, capacity) used for performing the Agreement. The Contractor may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this Agreement. The Contractor shall maintain a vehicular fleet during the performance of this Agreement at least equal to that described in the inventory.

6.8 CART STANDARDS

Containers for Residential Solid Waste curb collection shall be kelly green 96-gallon Carts bearing the City of Jackson logo. The City shall review and approve the Cart models, including the specific shade of color proposed prior to Cart ordering and delivery by the Contractor. All new Containers shall be equipped with attached lids, have wheels to aid in movement, be a minimum 15% post-consumer recycled content, meet ASTM container standards, and have minimum 10-year warranty.

Containers will include Contractor-provided, and City-approved, instruction labels or in-molds for with customer instruction on Cart use, excluded and included materials, City logo, and contact information. Instructions will include Cart safety, including customer actions that would void manufacturer warranties, placement of hot ashes that could cause Cart to melt, and procedures to minimize potential fire problems.

The Contractor shall affix a unique barcode identifier to each new Cart or Cart replacement prior to delivery. The Contractor will ensure that all customer Carts used for collection of Residential Solid Waste have the unique barcode identifier affixed to the Cart. If during the term of the Agreement, the unique barcode identifier fades, or becomes unreadable, the Contractor shall reaffix the unique barcode identifier.

The Carts will be the property of the Contractor until the conclusion of the initial six-year term at which time the Carts will become the property of the City of Jackson. Under this Agreement, the cost of 45,000 Carts is included in the monthly rate to be paid during the initial six-year term of the Agreement. Should the City require in excess of 45,000 Carts, the City may elect to have the Contractor order additional carts at the original cost per cart, \$96.00 (Richard's to verify), with said price indexed/adjusted pursuant to Section 3.4 of this Agreement. The City may elect to procure additional carts itself, with such carts being owned by the City. The Contractor will replace one (1) lost, stolen, or damaged Cart without charge to the City or customer, except that a customer known to have willfully removed or damaged the first Cart may be charged a fee to replace the damaged Cart not to exceed the actual cost of the Cart to the Contractor. Following the loss, stolen, or damage to the first Cart, Contractor may charge customer a fee to replace the Cart not to exceed the actual cost of replacement of the Cart to the Contractor. Contractor will repair all damaged Carts, including, but not limited to wheels, axles, lids, and body cracks at no charge to customer or City except that a customer known to have willfully damaged the Cart may be

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charged a fee to repair the damaged Cart not to exceed the actual cost of the Cart to the Contractor. The charges for replacement of items such as lids and wheels are part of the cost proposal.

[Question, what will be the process for charging customer for Cart repairs or replacement where applicable? If you wish for this amount to be included on the customer's bill, I will need to confirm with JXN Water that they are willing and able to do this because JXN Water has authority over customer billing currently, which is likely to last three to four more years.]

7. PERFORMANCE STANDARDS

7.1 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection from a subscribing address is missed, the Contractor will notify the City when they will return to collect the materials. In all cases, the Missed Collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the Customer or City personnel submitting the complaint. The City of Jackson uses City Works to document all solid waste issues. The Contractor will receive an email from the City Works system which will provide documentation of the issue. The Contractor will work cooperatively with the Customer or City to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office Staff that can receive, record, and resolve complaints. Such Staff will be available during regular business hours, Monday through Friday. After hours, weekends, and Holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the City's Contract Technical Representative prior to the award of the Agreement.

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 2:00 pm that business day, or by the end of the business day following notification by the City, if the notification is received after 2:00 pm. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curb/alley service. The City will transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

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Solely for the purposes of this Section, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all miss complaints transmitted to the Contractor after 2:00 pm on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may authorize the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charge, and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Unit missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Agreement provided that the Contractor shall have left a printed or written note on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has refused or been unable to make. This notification shall include the service address and the reason of the non-collection. This notification shall be referred to as the Exception List "(EL)".

If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected due to Unacceptable Wastes, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed or written note, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Unit, a row of Residential Units, or an entire route.

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7.2 SPILLAGE AND LITTER

The Contractor shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractors' activities under this Agreement. When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Performance Fee.

If any other material escapes from or is littered by Contractors' vehicle or spilled from Containers for any reason, Contractor shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Performance Fee.

City will support including in the educational materials developed and distributed by the Contractor language strongly recommending that customers bag Solid Waste when placing the Solid Waste in the Approved Containers for collection to prevent the accidental spillage of Solid Waste during collection. The City will also post such recommendation on the Solid Waste Division webpage within the City website.

Overfilled or material placed outside Containers shall not be considered spillage by the Contractor.

The Contractor shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from Contractors' vehicles. Upon notification of any leaks or spills the Contractor shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws, or be subject to the associated Performance Fee. The Contractor shall assume all costs associated with cleanup activities.

7.3 PERFORMANCE FEES

The City may deduct the following performance fees from the monthly payment for the service delivery omissions or acts as described below. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance Fees will be reasonably applied and may be appealed using the procedures outlined in the Operations Plan. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during labor disruptions.

Performance Requirement	Penalty
<u>Collection Failure</u>	
1. Failure to collect missed collection on the day the request is given to the Contractor if submitted prior to 2 pm, or by the following business day (including Saturday) if request is given to the Contractor after 2 pm.	\$100 each Container
2. Missed collection of whole block . (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street or alley between two streets.	\$250 per whole residential block
3. The third miss within one (1) year of any particular service at a particular address.	\$500 each incident
<u>Manner of collection</u>	
4. Collection outside of the hours as specified.	\$250 each incident, to a maximum of \$1000 per truck per day
5. Collection on other than the scheduled collection day , including early collection due to a holiday.	\$100 per Residential Unit, to a maximum of \$1000 per truck per day
6. Failure to place Containers and lids back in original location	\$50 per incident \$500 per route per day
7. Unsatisfactory performance by Contractor after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period, e.g., abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, violation of noise statutes, or similar violations.	\$300 each incident
8. False collection records submitted to the City	\$5000 each incident
<u>Containers</u>	
10. Failure to deliver Containers for new Garbage Residential Solid Waste service within 3 business days.	\$50 per Cart per day

11. Failure to deliver, pick-up or replace Carts Container within 5 business days of notification, including any identified needing repair or replacement.	\$50 per Cart per day
12. Failure to remove or repaint graffiti on Containers within five (5) business days of notice.	\$50 per Container per day (after 5 business days)

Contractor Operations

13. Failure to properly cover material in collection or hauling vehicles	\$300 per occurrence
14. Failure to correct, upon notification by the City, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the City	\$100 per occurrence
15. Failure to clean up spillage or litter occurring during collection at time of collection	\$100 per occurrence
16. Failure to have a vehicle properly licensed and registered	\$100 per vehicle
17. Exceeding vehicle weight limits as set forth in the State of Mississippi Code	\$1,000 per vehicle per occurrence
18. Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the City	\$100 per occurrence
19. Failure to report known vehicle accidents to the City	\$100 per day not notified
20. Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the City	\$100 per day

8. PUBLIC EDUCATION

Contractor shall develop a public education and communication plan with oversight and input from the City about the transition of services from twice weekly solid waste collection to once weekly solid waste collection with a cart. The plan shall include the development of all materials to be used to educate customers, along the means and frequency of communications about the change in services. Contractor shall be responsible for all costs associated with this public education and communication plan.

In addition to the initial public education and communication plan, Contractor shall provide public education materials and services on a not less than quarterly basis. The educational materials will

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include, but not be limited to the Collection Schedule, and specifications for accepting Solid Waste, Yard Waste and Bulk Waste.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Contractor and other appropriate parties including, but not limited to the local Keep Mississippi Beautiful affiliate. The public education program shall include information on waste reduction, in support of the City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by City. It is the Contractor's responsibility to coordinate production and dissemination schedules to allow for reasonable review time by the City as well as for revisions and coordination of messages, as well as meeting City publication deadlines as applicable.

9. PERSONNEL

Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Contractor's operations within the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

The Contractor shall staff all its Residential Solid Waste collection vehicles (rear-end loaders) with a driver and two hoppers at all times.

9.1 NON-DISCRIMINATION

The Contractor shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

9.2 EQUAL EMPLOYMENT PRACTICES

A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated

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equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

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G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. By affixing its signature on a Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

9.3 HIRING PREFERENCE

For initial hiring under this Agreement, the Contractor and subcontractors shall give hiring preference to any Residential Solid Waste collection workers who have been displaced from the awarding of this Agreement. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

9.4 OSHA COMPLIANCE

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under

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and certifies that all services under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and + purchaser from all damages assessed against the City as a result of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Agreement to so comply.

9.5 MISSISSIPPI EMPLOYMENT PROTECTION ACT

Contractor shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

10. REPORTING

Before disposal, all Residential Solid Waste collected from Residential Units in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis.

10.1 AD HOC REPORTS

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse and Yard Waste):

- a. Complaints/resolution summary;
- b. Daily route sheet with attached Disposal Site weight ticket;
- c. Route operational data form;
- d. Vehicle identification number;
- e. Daily staffing summary (including substitutions);
- f. Landfill tickets;
- g. Daily route sheets (including labor hours); and
- h. Disposed tonnage of Refuse and Bulk Waste, and Yard Waste itemized on a per-day basis.

10.2 MONTHLY REPORTS

Monthly reports must be submitted to the City by the fifteenth (15th) day of the month following the end of the previous calendar month and shall include the following information:

- A) A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;

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- B) Complaints/resolution summary for the associated month;
- C) Daily route sheet with attached Disposal Site weight ticket for the associated month; and
- D) Tonnage summary for the associated month

10.3 ANNUAL REPORT

The obligation to submit an annual report shall survive the termination or expiration of the Agreement. The City may withhold payment at balances due the Contractor at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

11. OTHER TERMS AND CONDITIONS

11.1 OPERATIONS PLAN

A schedule of activities and detailed procedures related to the effective implementation and operation of the Agreement will be developed by the Contractor and the City after the Agreement is signed and prior to beginning collections under the Agreement. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

- 1. Procedures for notifying customers of new collection days;
- 2. Procedures for transmitting collection and billing information to and from the City to the Contractor;
- 3. Procedures for City monitoring of Contractor collection activities;
- 4. Procedures for measuring and applying penalties for Contractor activities;
- 5. Process for customer appeals to services;
- 6. Process for Contractor appeals of payments;
- 7. Protocol and communications for service interruptions due to weather, construction and other factors;
- 8. Standards for the transfer of electronic information and for data quality control and accuracy;
- 9. Designation of implementation leads by both City and Contractor;
- 10. Procedures for orientation of collection staff including route coordination/cooperation with City staff; and
- 11. Other items identified by the parties.

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The Operations Plan shall not contain procedures, activities, or schedules that conflict with any terms of the Agreement.

11.2 SECURITY; LIABILITY; DAMAGES

11.2.1 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Agreement. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to or before April 1, 2024.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Agreement. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Agreement. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Agreement, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Agreement and grounds of its immediate termination at the option of the City.

11.2.2 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Agreement. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Agreement in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Agreement and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;

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2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Agreement; except for service disruptions due to weather;

3. Under pays prevailing wages;

4. Fails to comply with the terms of any of the Employee Sections of the Agreement;

5. Fails to furnish and maintain a Performance and Payment Bond;

6. Fails to furnish and maintain the Insurance requirements; or

7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Agreement, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a meeting with the Director of the Department of Public Works at which the Contractor will be given the opportunity to correct the deficiency above and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the Director of the Department of Public Works, why the Contractor should not be declared to be in default of this Agreement, the Director may recommend to the governing authorities of the City that they make a declaration of default. In evaluating whether to make such a recommendation of a declaration of default, the Director shall, in their discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Agreement.

In declaring the Contractor to have defaulted on the Agreement, the governing authorities also may order the Contractor to discontinue further performance of work under the Agreement and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent

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inventory submitted to the City, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Agreement.

In the event the City secures the performance of work under the Agreement at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

11.2.3 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Agreement, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Agreement. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

11.2.4 Commitment of Equipment

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Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this Agreement (called "such property") shall be available for use in collecting Residential Solid Waste in the Contract Area. When provided, this Section applies to the replacement and substitute.

For the duration of this Agreement, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Agreement;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

11.2.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:

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- Premises/Operations
- Products/Completed Operations
- Pollution – On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.

3. WORKERS' COMPENSATION INSURANCE as required by the laws of the state of Mississippi.

4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$10,000,000 CSL (\$11,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.2.6 Insurance Terms and Conditions

1. City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

2. No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the

liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.

3. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. Claims Made Form: If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. Deductibles and Self-Insured Retentions: Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.

6. Notice of Cancellation: The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be actually delivered or mailed to the City not less than 30 days prior to

cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).

7. Qualification of Insurers: Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement, or as may otherwise be approved by the City.

8. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

9. Evidence of Insurance: The Contractor must provide the following evidence of insurance:

- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- b) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- c) A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.2.7 Indemnity

~~To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.~~

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor

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shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

11.3 ASSIGNMENT OR PLEDGE OF MONEYS BY THE CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Agreement without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Agreement.

11.4 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

11.5 AUDIT

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Agreement. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Agreement, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit

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the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

11.6 CONTRACT RIGHTS

The parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

11.7 INTERPRETATION

This Agreement shall be interpreted as a whole and to carry out its purposes. This Agreement is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

11.8 LAW; VENUE

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Agreement, without regard to conflicts of law principles. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

11.9 NOTICES

All notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:
City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

To the Contractor:

Copy to:
Department of Public Works
Attn: Director
200 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-2091

And copy to:
Office of the City Attorney
Attention: City Attorney
P.O. Box 2779
Jackson, MS 39207-2779
Telephone: (601) 960-1799

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

11.10 SEVERABILITY

Should any term, provision, condition, or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Agreement still fulfills its purposes, the remainder of this Agreement or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

11.11 NO PERSONAL LIABILITY

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

11.12 DISPUTES

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Agreement representatives as listed "Notices," or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor a written

explanation of the concern and a reasonable remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

11.13 TERMINATION

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon a material default under or breach of this Agreement by the other party, provided the defaulting party has been provided written notice of the default, and has been afforded a thirty-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the other party.

In the event that the governing authorities do not provide funding for this Agreement during any fiscal year after Fiscal Year 2024, which began on October 1, 2023, this Agreement shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides written notice to the Contractor of its intent not to provide further funding of the Agreement.

11.14 FORCE MAJEURE – SUSPENSION

This section applies in the event either party becomes unable to perform its obligations under this Agreement as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Agreement. Such events may include, but are not limited to, an embargo, weather condition, embargo, epidemic, natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Agreement.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Agreement as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Agreement.

11.15 EMERGENCIES, DISASTERS – MAJOR SERVICE DISRUPTION

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Agreement. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections "Service Disruptions Due to Weather" and "Service Disruptions—Non-Weather). In such an event:

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1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.
2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.
3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.
4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.
5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Agreement, and any additional collections performed by Contractor shall be paid as specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

11.16 ADJUSTMENT - CHANGE OF LAW OR DUE TO A FORCE MAJEURE EVENT

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Agreement. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the reasonable satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Agreement. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Agreement, provided such taxes or fees are not covered by the Fuel Index or passed through directly to the City or customers.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor.

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The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Agreement, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

11.17 SERVICE DISRUPTIONS DUE TO WEATHER

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.18 SERVICE DISRUPTIONS—NON-WEATHER

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Jackson Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

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When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.19 [RESERVED]

11.20 NEWLY DEVELOPED AND ANNEXED AREAS

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after proper notification by the City, provide solid waste services as required by the Agreement on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

11.21 MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION

Contractor agrees that it will comply with the Equal Business Opportunity Plan attached hereto as Exhibit "C". Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local executive order.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

THE CITY OF JACKSON, MISSISSIPPI

RICHARD'S DISPOSAL, INC.

BY: _____
ITS: Mayor

BY: _____
ITS: _____

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Witness

Witness

DRAFT

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

* * * * *

The following reports/announcements were provided during the meeting:

- **Council Member Hartley** announced the following:
 - Radio Show Hosting on March 20, 2024¹ at 10:00 a.m. on WMPR Radio Station.
- **President Banks** announced the following:
 - Close the meeting in Honor of Naru Ford and Vicksburg City Council Michael Mayfield.
- **Mayor Chokwe Antar Lumumba** announced the following:
 - Happy Birthday to his daughters Alake’ Maryama and Nubia Ngozi.
- **Council Member Stokes** announced the following:
 - Close the meeting in Honor of Jennifer Gale, John Wick Sr., Peggy Thomas Johnson, Mae Willie Haywood, Sandra Dully King, Erma Marie Donaldson. Also wish Jackson State and Grambling University good luck in the NCAA Basketball Tournament.
- **Council Member Lindsay** announced the following:
 - Special thanks to Mr. Richards of Richard’s Disposal for his hard work and dedication over the past two years.

* * * * *

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 12:00 p.m. on March 21, 2024. At 2:51 p.m., the Council stood adjourned.

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

1293

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

**SPECIAL MEETING OF THE CITY COUNCIL
THURSDAY, MARCH 21, 2024 12:00 P.M.**

1294

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 12:00 p.m. Thursday, March 21, 2024 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order ratifying the mayor's execution of contract and related documents with Richard's Disposal, Inc. to provide Solid Waste Collection and Hauling services for a six (6) year term commencing April 1, 2024 with four (4) one (1) year extension options, with requirements of carts removed, and at a cost \$851,000.00 each month. The meeting was convened in the Council Chambers located at 219 S. President Street at 12: 00 p.m. on March 21, 2024 being the third Thursday 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, Council Vice President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Mayor Chokwe Antar Lumumba; Safiya Omari, Chief of Staff; Louis Wright, Chief Administrative Officer; Fidelis Malembeka, Chief Financial Officer; 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**.

* * * * *

ORDER RATIFYING THE MAYOR'S EXECUTION OF CONTRACT AND RELATED DOCUMENTS WITH RICHARD'S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2024 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS, WITH REQUIREMENTS OF CARTS REMOVED, AND AT A COST \$851,000.00 EACH MONTH.

WHEREAS, the Solid Waste Division of the Department of Public Works issued a Request for Proposals for Solid Waste Collection Services in November 2023; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an Evaluation Committee evaluated the technical proposal and the minority business participation of each proposal; and

WHEREAS, the cost proposals were evaluated using an objective formula; and

WHEREAS, based on the results of the evaluation, the Evaluation Committee recommended the proposal of Richard's Disposal, Inc. as the most qualified proposer based on its technical proposal, minority participation, and the price proposal and the weight assigned to each of these factors; and

WHEREAS, the Mayor determined to negotiate a contract with Richard's Disposal, Inc. for twice-per-week solid waste collection; and

WHEREAS, the Mayor negotiated such a contract with Richard's Disposal, Inc. that would provide twice-per-week collection at a cost of \$891,000.00 each month commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years; and

**Consent Item Need to be added to agenda
April 9, 2024
(S.Jordan, Banks)**

MINUTE BOOK 6Y

WHEREAS, on March 19, 2024, the City Council passed an Order authorizing the Mayor to Execute such a contract with Richard's Disposal, Inc. but with the requirements of carts removed from the Contract; and

WHEREAS, the Mayor negotiated such a contract with Richard's Disposal, Inc. that would provide twice-per-week collection commencing on April 1, 2024 and continuing through an initial term ending March 31, 2030 and including the option to extend the contract in one-year increments up to four (4) additional years, without carts to be provided by Richard's Disposal, Inc., at a cost of \$851,000.00 each month; and

WHEREAS, a copy of the executed contract is attached hereto as an exhibit and fully incorporated in the minutes of the City Council.

THEREFORE, THE CITY COUNCIL HEREBY RATIFIES the Mayor's execution of the contract and related documents with Richard's Disposal, Inc. to provide solid waste collection and hauling services for a six (6) year term commencing April 1, 2024 with four (4) one (1) year extension options, with requirements of carts removed, and at a cost of \$851,000.00 each month, and to make payments as set forth in the attached contract.

**AGREEMENT
FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD'S DISPOSAL, INC.**

This Agreement made and entered into on this the 19th day of March, 2024, by and between the City of Jackson, Mississippi, hereinafter referred to as the "City" and Richard's Disposal, Inc., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City advertised for proposals for solid waste collection services, in accord with Mississippi public purchasing law, Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, the City received two proposals in response to its Request for Proposals; and

WHEREAS, an evaluation committee consisting of City employees reviewed the two proposals submitted and ranked them on the basis of (1) Service Provider's plan for performing the required services; (2) Service Provider's plan to include minority participation in contract; and (3) fee proposal, which was scored objectively using the formula presented in the Request for Proposals; and

WHEREAS, the evaluation committee submitted its recommendation to the Mayor based on its evaluation, which recommended that the Mayor negotiate with Richard's Disposal, Inc. for a Solid Waste Collection Services Agreement; and

WHEREAS, the City and Richard's Disposal, Inc. having negotiated and agreed upon the terms and conditions, and the compensation for Richard's Disposal, Inc. providing solid waste services consistent with the Request for Proposals (excluding those provisions relating to Contractor-supplied Carts) and the proposal of Richard's Disposal, Inc. (excluding those provisions relating to Contractor-supplied Carts and the cost associated with such Carts); and

WHEREAS, the City and Richard's Disposal, Inc. are each desirous of entering into an agreement on the terms and conditions, and the compensation negotiated.

NOW, THEREFORE, it is hereby agreed as follows:

1. AGREEMENT DOCUMENTS

The agreement between the City and Contractor shall consist of this Agreement, the Request for Proposals (excluding those provisions relating to Contractor-supplied Carts), which is attached hereto as Exhibit "A", the Technical Proposal of Contractor (excluding those provisions relating to Contractor-supplied Carts), attached hereto as Exhibit "B", the Equal Business Opportunity Plan, attached hereto as Exhibit "C", and the City Facilities Collection Schedule, attached hereto

as Exhibit "D". The Agreement shall also include the transition plan and education plan required in the Request for Proposals, which shall be incorporated herein upon its submittal and approval by the City.

2. TERM

The term of this Agreement shall begin April 1, 2024, (the "Commencement Date") and continue through March 30, 2030 (the "Initial Term"); provided however, that the Agreement may be extended for up to four (4) additional periods of one (1) year solely at the City's discretion and expressed in writing before the end of the Initial Term or each one-year extension term, as applicable.

3. COMPENSATION AND PAYMENT

3.1 COMPENSATION FOR SOLID WASTE SERVICES

As compensation for the solid waste services, including, but not limited to collection, as offered in Contractor's Proposal, as modified by the terms of this Agreement, the City shall pay to Contractor the sum of eight-hundred fifty-one thousand dollars and no cents (\$851,000.00) per month. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with section 3.3.

3.2 PAYMENT TO CONTRACTOR

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis, reduced by any liquidated damages, within forty-five (45) days of receipt, pursuant to the requirements of Section 31-7-305 of the Mississippi Code of 1972, as amended. If the City fails to pay the undisputed amount of a monthly invoice, interest shall accrue on the outstanding balance at a rate of one and one-half percent (1 ½ %) each month or any portion thereafter or such other amount as may be prescribed by Mississippi law of Timely Payment for Purchases by Public Bodies, Sections 31-7-301 thru -317 of the Mississippi Code of 1972, as amended.

3.3 DISPOSAL CHARGES

The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 5.8 or otherwise designated by the City, and any such charges paid by the Contractor, will be billed to the City separately from the compensation set forth in Section 3.1 and will be paid by the City.

3.4 RATE ADJUSTMENT

On July 1, 2025, and annually thereafter, the parties shall determine the increase in the monthly compensation based upon a pricing index over the previous 12- month period based on the Annual CPI for All Urban Consumers for the South Region. The annual amount of such increase shall not exceed 5%. The effective date of the increase shall be on October 1, 2025 and annually thereafter.

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4. GENERAL TERMS AND CONDITIONS

The Contractor shall maintain a local office, which shall be located in the City of Jackson. The hours of operation shall be 7:00 AM - 7:00 PM and office staff should be available during these hours. An answering service shall be linked to the telephone line for after-hours issues.

The Contractor shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Agreement. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Contractor's personnel solicit, request, or receive gratuities of any kind. The Contractor shall inform its personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Contractor, who engage in misconduct or in negligence in the performance of their duties, shall not continue providing services to the City under this Agreement. The City may request the reassignment of any personnel of the Contractor who violate the provisions of this Agreement, or who are determined to be wantonly negligent or discourteous in the performance of their duties while working for the Contractor performing services under this Agreement.

The Contractor shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its collection and hauling operations. Each truck shall be equipped with the necessary tools to clean up any spilled material from the City Streets, rights-of-way, sidewalks, or Customer's property when spillage is caused by the Contractor. The Contractor will use due care in handling all Containers.

The Contractor shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Agreement without the written consent of the City. The Agreement may not be assigned, in whole or in part, in any way without prior written consent of the City.

4.1 DEFINITIONS

For the purposes of this Agreement, unless the context clearly indicates that another meaning is intended, the following terms have the meaning ascribed to them in this section:

- **Approved Container:** means a customer supplied covered or closed container which is nonabsorbent, leakproof, durable such as molded plastic or metal and designed for safe handling and which shall be of no more than 35-gallons, but up to 96-gallons if a cart with wheels (see definition of Cart below). Metal drums or barrels manufactured for the purpose of shipping or storing materials or plastic garbage sacks are not considered Approved Containers.

- **Annexed Area:** means any area contiguous to the Agreement Area that is added to the boundaries of the City of Jackson by any method of annexation following the Effective Date of the Agreement.

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- **Bulk Waste:** means furniture and other waste materials (excluding White Goods, commercial construction debris, Hazardous Waste, and Yard Waste) with a shape or volume that exceeds the capacity for Carts.
- **Cart:** means a Container with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** means the City of Jackson, Mississippi.
- **City Employee:** mean an employee of the City subject to its personnel policies.
- **Collection Schedule:** means the defined days of collection designated by the City.
- **Container:** means an Approved Container.
- **Contract Area:** means the area(s) of the City, including any Annexed Areas, within which services will be provided by the Contractor, during the term of the Agreement and any extensions, if granted.
- **Contract Technical Representative:** means a City employee(s) who observes the operations of the Contractor to ensure that the services are performed according to the Agreement and City Code.
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City Street or State or Federal highway
- **Customer:** means a resident of a Residential Unit, who will be provided curbside collection services through this procurement, specifically referring to a resident in the contract Area.
- **Disposal Site:** means a refuse depository including, but not limited to, sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
- **Drop Box:** means an all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards but not more than fifty cubic yards in capacity.
- **Effective Date:** means the date that the Agreement between the City and the Contractor is in effect.

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- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **Landfill:** means a Disposal Site for disposing of Residential Solid Waste.
- **Missed Collection:** means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day.
- **Refuse:** means "municipal solid waste" as defined by Mississippi law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposals (RFP):** executed documents, including documents attached or incorporated by reference, used for soliciting proposals in accordance with the procedures and instructions set forth herein.
- **Residential Unit:** means a habitable dwelling unit such as a home or trailer, or a habitable dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels.
- **Roll-Off Containers:** means a container to be used where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. yd., either open top or enclosed compactor type.
- **Residential Solid Waste or Solid Waste:** means Refuse generated by a Residential Unit, City facility, or community activity. It excludes commercial and industrial Refuse, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, but does not include solid or dissolved materials in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).
- **Staff:** means all employees of the Contractor who perform services for the City.

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- **Street:** means a public road in a city or town, typically with houses and buildings on one or both sides.
- **White Goods:** means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- **Yard Waste:** means grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

5. SCOPE OF SERVICES

5.1 GENERAL INFORMATION

The Contractor shall collect all Residential Solid Waste, Yard Waste, and Bulk Waste that complies with the requirements for collection from each Residential Unit on the designated collection day. Collections will occur at the curb.

The Contractor shall handle all serviced collection Containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Contractor's employees will pick up Refuse or Yard Waste spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Any materials set out for collection that are not in an Approved Container will be left at the curb along with instructional materials educating the customer about the City's residential collection services. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the Collection Schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, at least thirty days in advance of the Effective Date.

The Contractor will maintain City facilities (Dumpsters) and administrative buildings in the same physical condition as before implementing their collection program.

5.2 REGULAR SERVICE PROVISION

The Contractor will be required to pick up twice-weekly, Monday through Saturday, all Residential Solid Waste generated at the Residential Unit, provided the Solid Waste is placed in an Approved Container.

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5.3 BULK WASTE

The Contractor must provide once-weekly, Monday through Saturday, curbside collection of Bulk Waste items.

5.4 COLLECTION OF YARD WASTE

The Contractor will collect Yard Waste from each Residential Unit weekly on the seconded, regularly scheduled collection day. The Contractor will notify the public of the Collection Schedule at the time service is established. Customers may dispose of Yard Waste with the Residential Solid Waste or separately from Residential Solid Waste.

All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled.

The Contractor shall collect all Yard Waste such as tree limbs not larger than four inches in diameter nor longer than four (4) feet. Customers will be required to bundle with string or twine limbs in piles not to exceed three (3) feet in height and four (4) feet in width. Contractor will not be required to collect Tree trunks larger than four (4) inches in diameter.

The Contractor will be responsible for properly disposing of ten (10) Yard Waste collection bags as a part of the Yard Waste collection services provided by Contractor. Each bag or Container placed out for collection may weigh no more than sixty (60) pounds.

In the event Yard Waste set out at a Residential Unit in the Contract Area does not meet the specifications above, the Contractor shall leave a clear, explanatory printed or written notice for the Customer and provide City with notice of the non-compliant set-out within eight (8) working hours.

5.5 SUSPENSION OF CURBSIDE COLLECTION

Curbside collection service may be suspended due to extreme or declared emergencies. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

5.6 SPECIAL SOLID WASTE COLLECTION PROJECTS

The City wishes to sponsor community cleanup and illegal dumping removal events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Quarterly litter pickups and illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services on the 20th day in January, April, July, October).

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- Fall Cleanup Event (one 40 yd. container and disposal services).
- Christmas Tree Recycling Campaign
- Spring Cleanup (two 40-yd. containers and disposal services).
- Monthly Dumpster Day event (one 40 yd. container for each ward) schedules and sites are to be determined by the City's designee.

In addition to the listed special projects, Contractor will provide one rear-end loader collection vehicle and crew of driver and two hoppers to assist City employees and volunteers with the collection of litter, cleaning illegal dumping sites, and performing other beautification projects, as directed by the City. Contractor's employees will assist by placing bagged solid waste into the collection vehicle and will not be expected to handle loose solid waste.

5.7 DISPOSAL SERVICES FOR THE CITY OF JACKSON ANIMAL CONTROL DIVISION

Contractor will provide a vehicle and properly licensed driver to pick up from the Animal Control Division, as requested, the remains of dead animals and transport them to a properly permitted facility for disposal. In addition to the other fees, charges, and compensation payable under the terms of this Agreement, the Contractor may invoice the City for the cost of this service in the amount in an amount that shall be determined once a suitable disposal location is identified. The cost of the service shall be the transportation cost and may include all costs associated with providing the service, including the cost of disposal charged by the facility. The fee for this service will be adjusted pursuant to Section 3.4 of this Agreement.

5.8 DISPOSAL REQUIREMENTS

All Residential Solid Waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Unless otherwise directed by the City, the Contractor shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County, Mississippi, which is owned by Waste Management of Mississippi, Inc.

5.9 MUNICIPAL BUILDINGS AND FACILITIES

Contractor shall collect Solid Waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in Exhibit "D", which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number containers to be provided to each municipal building and facility for collection of Solid Waste. The cost of this service will be \$1085.00 per week.

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5.10 MONTHLY ROLL OFF SERVICES

At no additional charge to the City, one day each month, Contractor shall deliver four thirty (30) cubic yard roll off container to a location designated by the City for the collection of Solid Waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location to which the four (4) roll-off containers are to be delivered. Each roll off container shall be available to the City and residents of the City between the hours of 8 A.M. and 3 P.M. on the date selected by the City, after which, Contractor will transport any waste collected to the designated disposal location. The City shall be responsible for providing personnel at the location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

5.11 ADDITIONAL ROLL OFF SERVICES

In addition to the services described in section 5.10, the City may request roll-off containers for special events according to the following pricing:

20 Cubic Yard Per Haul	\$250.00/unit
30 Cubic Yard Per Haul	\$250.00/unit
40 Cubic Yard Per Haul	\$250.00/unit
Delivery and Exchange	\$50.00/unit

5.12 STORM DEBRIS

Following events of flood, hurricane, and similar or different acts of God over which the Contractor has no control, Contractor shall remain responsible for the collection of Solid Waste, Yard Waste, and Bulk Waste placed on the street for collection that complies with the requirements of sections 5.2, 5.3, and 5.4 of this Agreement. Contractor shall not be responsible for the collection or disposal of any volumes of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control that exceed the average total volume collected during the three months prior to said act ("Three-Month Total Average Volume"). This Three-Month Total Average Volume shall be calculated by totaling the volume of material delivered by the Contractor for disposal for each of three months and dividing this total by three. In the event of such a flood, hurricane or other act of God, City shall pay Contractor for any volumes exceeding the Three-Month Total Average Volume at the rate of \$210.00 per ton, if Contractor and City agree that the excessive volumes are to be handled by Contractor. This per ton rate will be adjusted pursuant to Section 3.2 of this Agreement.

5.13. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Commercial Solid Waste, large equipment (other than

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“Bulk Waste”), or dead animals over ten (10) pounds (except as specifically provided in Section 5.7) under the terms of this Agreement.

5.14 RECYCLING TECHNICAL ASSISTANCE

Contractor agrees to provide the City with technical assistance in re-establishing a City recycling program. Contractor will not be required to provide any direct recycling services under this provision, said services not having been requested in the Request for Proposals.

5.15 HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be implemented only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Independence Day
Christmas Day	

Contractor is not required to provide a make-up day to collect solid waste or from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements with media serving the affected area.

5.16 SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed, scheduled collection, Contractor shall investigate and, if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

Contractor shall furnish to the City on a monthly basis:

A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.

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B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

5.17 NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

6. COLLECTION EQUIPMENT

6.1 GENERAL TERMS

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on all four sides in letters not less than 9 inches in height.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of Residential Solid Waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spilled occurred. If an address is not readily available, the Contractor will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

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Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on Streets and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

6.2 VEHICLES USED IN COLLECTION

All vehicles used for collection shall be registered with the Hinds County Tax Collector, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least four inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use.

No advertising shall be permitted other than the name of the Contractor. The Contractor shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used for residential collections. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Units at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Mississippi State traffic laws and where applicable the City of Jackson Code of Ordinances.

The Contractor's primary collection vehicles shall be used only on this Agreement. The Contractor may use collection vehicles from other sources, or use Agreement vehicles for other operations, only with the approval of the City.

The Contractor (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

All collection equipment used under this Agreement shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All collection trucks used on this Agreement shall meet existing street weight limits in the City. The Contractor shall not exceed any collection truck weight limit at any time. The Contractor's monthly report shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

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All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, pack at idle compaction, engine idle time limiter, automatic transmissions, retarders, arm dampeners, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a location.

The Contractor shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this Agreement promptly and efficiently. The Contractor's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

Collection vehicles shall not leak from the power train or the body of the truck, nor shall they leak from the collection vessel. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The collection vehicles shall have solid metal sides and a fully enclosable metal top.

Contractor's vehicles used to collect Roll Off containers and Drop Boxes shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Contractor's load at all times.

Prior to use, a tare weight shall be established for all of the Contractor's collection vehicles. At the City's discretion, the tare weight of any collection vehicle may be checked at any time by the City Technical Representative.

Except for extraordinary circumstances, as determined by the City, all collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

6.3 RESERVE VEHICLES AND EQUIPMENT

The Contractor shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

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6.4 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the Contractor's collection vehicles and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and regulations. The Contractor's collection vehicles and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the City).

The Contractor shall monitor, maintain and repair its collection vehicles and equipment to prevent fuel and lubricant spills. The Contractor shall keep its collection vehicles and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All collection vehicles used within the Contract Area shall identify as a valid hauler for the City and bear signage as a City Contractor, and any other City messaging required. The City will provide the content, form and format of the vehicle identification, signage, and messaging. The collection vehicle shall not display any vehicle identification, signage or messaging other than that approved by the City. Vehicle serial numbers shall be displayed at all times, in letters at least nine (9) inches high, on all four (4) sides of all collection vehicles.

6.5 CITY'S RIGHT TO INSPECT VEHICLES

The City may inspect the Contractor's vehicles, equipment, licenses, registrations, and Contractor fleet records at any time at its own discretion. The City reserves the authority to require the Contractor to immediately remove any collection vehicle or equipment from service, for reasons deemed by the City including but not limited to, leaking or spilling of fluids and escaping of Solid Waste. The City also may require any collection vehicle or equipment to be washed within one (1) business day of a City request. In such cases, the Contractor shall immediately notify the City Technical Representative of the remedial action that will be taken to correct the problem, and document in writing that the corrective action was taken. When the City conducts any inspection, Contractor staff shall fully cooperate with City staff. The Contractor shall state names and titles of all Contractor staff present. At the end of the inspection, Contractor staff shall sign an inspection report stating that they were present.

6.6 STORAGE AND REPAIR

The Contractor shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The Contractor shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City Technical Representative. The Contractor shall not store, house, or repair any vehicle or equipment in the public right-of-way.

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6.7 VEHICLE MAINTENANCE AND INVENTORY

The Contractor shall provide to the City, by April 1, 2024, a complete inventory showing each vehicle (type, capacity) used for performing the Agreement. The Contractor may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this Agreement. The Contractor shall maintain a vehicular fleet during the performance of this Agreement at least equal to that described in the inventory.

6.8 [RESERVED]

7. PERFORMANCE STANDARDS

7.1 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection from a subscribing address is missed, the Contractor will notify the City when they will return to collect the materials. In all cases, the Missed Collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the Customer or City personnel submitting the complaint. The City of Jackson uses City Works to document all solid waste issues. The Contractor will receive an email from the City Works system which will provide documentation of the issue. The Contractor will work cooperatively with the Customer or City to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office Staff that can receive, record, and resolve complaints. Such Staff will be available during regular business hours, Monday through Friday. After hours, weekends, and Holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the City's Contract Technical Representative prior to the award of the Agreement.

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 2:00 pm that business day, or by the end of the business day following notification by the City, if the notification is received after 2:00 pm. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curb/alley service. The City will transmit missed collections for backyard customers no later than the third business day following

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collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

Solely for the purposes of this Section, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all miss complaints transmitted to the Contractor after 2:00 pm on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may authorize the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charge, and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Unit missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Agreement provided that the Contractor shall have left a printed or written note on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has refused or been unable to make. This notification shall include the service address and the reason of the non-collection. This notification shall be referred to as the Exception List "(EL)".

If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Container is overweight or contains material that should not be collected due to Unacceptable Wastes, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed or written note, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Unit, a row of Residential Units, or an entire route.

7.2 SPILLAGE AND LITTER

The Contractor shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractors' activities under this Agreement. When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Performance Fee.

If any other material escapes from or is littered by Contractors' vehicle or spilled from Containers for any reason, Contractor shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Performance Fee.

City will support including in the educational materials developed and distributed by the Contractor language strongly recommending that customers bag Solid Waste when placing the Solid Waste in the Approved Containers for collection to prevent the accidental spillage of Solid Waste during collection. The City will also post such recommendation on the Solid Waste Division webpage within the City website.

Overfilled or material placed outside Containers shall not be considered spillage by the Contractor.

The Contractor shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from Contractors' vehicles. Upon notification of any leaks or spills the Contractor shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws, or be subject to the associated Performance Fee. The Contractor shall assume all costs associated with cleanup activities.

7.3 PERFORMANCE FEES

The City may deduct the following performance fees from the monthly payment for the service delivery omissions or acts as described below. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance Fees will be reasonably applied and may be appealed using the procedures outlined in the Operations Plan. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during labor disruptions.

**SPECIAL MEETING OF THE CITY COUNCIL
THURSDAY, MARCH 21, 2024 12:00 P.M.**

1304

Performance Requirement	Penalty
Collection Failure	
1. Failure to collect missed collection on the day the request is given to the Contractor if submitted prior to 2 pm, or by the following business day (including Saturday) if request is given to the Contractor after 2 pm.	\$100 each Container
2. Missed collection of whole block . (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street or alley between two streets.	\$250 per whole residential block
3. The third miss within one (1) year of any particular service at a particular address.	\$500 each incident
Manner of collection	
4. Collection outside of the hours as specified.	\$250 each incident, to a maximum of \$1000 per truck per day
5. Collection on other than the scheduled collection day , including early collection due to a holiday.	\$100 per Residential Unit, to a maximum of \$1000 per truck per day
6. Failure to place Containers and lids back in original location	\$50 per incident \$500 per route per day
7. Unsatisfactory performance by Contractor after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period, e.g., abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, violation of noise statutes, or similar violations.	\$300 each incident
8. False collection records submitted to the City	\$5000 each incident
Contractor Operations	
9. Failure to properly cover material in collection or hauling vehicles	\$300 per occurrence

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10. Failure to correct, upon notification by the City, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the City	\$100 per occurrence
11. Failure to clean up spillage or litter occurring during collection at time of collection	\$100 per occurrence
12. Failure to have a vehicle properly licensed and registered	\$100 per vehicle
13. Exceeding vehicle weight limits as set forth in the State of Mississippi Code	\$1,000 per vehicle per occurrence
14. Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the City	\$100 per occurrence
15. Failure to report known vehicle accidents to the City	\$100 per day not notified
16. Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the City	\$100 per day

8. PUBLIC EDUCATION

Contractor shall develop a public education and communication plan with oversight and input from the City about the transition of services from twice weekly solid waste collection to once weekly solid waste collection with a cart. The plan shall include the development of all materials to be used to educate customers, along the means and frequency of communications about the change in services. Contractor shall be responsible for all costs associated with this public education and communication plan.

In addition to the initial public education and communication plan, Contractor shall provide public education materials and services on a not less than quarterly basis. The educational materials will include, but not be limited to the Collection Schedule, and specifications for accepting Solid Waste, Yard Waste and Bulk Waste.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Contractor and other appropriate parties including, but not limited to the local Keep Mississippi Beautiful affiliate. The public education program shall include information on waste reduction, in support of the City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by City. It is the Contractor's responsibility to coordinate production and dissemination schedules to allow for reasonable review time by the City as well as for revisions and coordination of messages, as well as meeting City publication deadlines as applicable.

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9. PERSONNEL

Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Contractor's operations within the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

The Contractor shall staff all its Residential Solid Waste collection vehicles (rear-end loaders) with a driver and two hoppers at all times.

9.1 NON-DISCRIMINATION

The Contractor shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

9.2 EQUAL EMPLOYMENT PRACTICES

A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

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B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. By affixing its signature on an Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

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J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

9.3 HIRING PREFERENCE

For initial hiring under this Agreement, the Contractor and subcontractors shall give hiring preference to any Residential Solid Waste collection workers who have been displaced from the awarding of this Agreement. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

9.4 OSHA COMPLIANCE

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under and certifies that all services under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and + purchaser from all damages assessed against the City as a result of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Agreement to so comply.

9.5 MISSISSIPPI EMPLOYMENT PROTECTION ACT

Contractor shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

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10. REPORTING

Before disposal, all Residential Solid Waste collected from Residential Units in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis.

10.1 AD HOC REPORTS

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse and Yard Waste):

- a. Complaints/resolution summary;
- b. Daily route sheet with attached Disposal Site weight ticket;
- c. Route operational data form;
- d. Vehicle identification number;
- e. Daily staffing summary (including substitutions);
- f. Landfill tickets;
- g. Daily route sheets (including labor hours); and
- h. Disposed tonnage of Refuse and Bulk Waste, and Yard Waste itemized on a per-day basis.

10.2 MONTHLY REPORTS

Monthly reports must be submitted to the City by the fifteenth (15th) day of the month following the end of the previous calendar month and shall include the following information:

- A) A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;
- B) Complaints/resolution summary for the associated month;
- C) Daily route sheet with attached Disposal Site weight ticket for the associated month; and
- D) Tonnage summary for the associated month

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10.3 ANNUAL REPORT

The obligation to submit an annual report shall survive the termination or expiration of the Agreement. The City may withhold payment of balances due the Contractor at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

11. OTHER TERMS AND CONDITIONS

11.1 OPERATIONS PLAN

A schedule of activities and detailed procedures related to the effective implementation and operation of the Agreement will be developed by the Contractor and the City after the Agreement is signed and prior to beginning collections under the Agreement. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Procedures for notifying customers of new collection days;
2. Procedures for transmitting collection and billing information to and from the City to the Contractor;
3. Procedures for City monitoring of Contractor collection activities;
4. Procedures for measuring and applying penalties for Contractor activities;
5. Process for customer appeals to services;
6. Process for Contractor appeals of payments;
7. Protocol and communications for service interruptions due to weather, construction and other factors;
8. Standards for the transfer of electronic information and for data quality control and accuracy;
9. Designation of implementation leads by both City and Contractor;
10. Procedures for orientation of collection staff including route coordination/cooperation with City staff; and
11. Other items identified by the parties.

The Operations Plan shall not contain procedures, activities, or schedules that conflict with any terms of the Agreement.

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11.2 SECURITY; LIABILITY; DAMAGES

11.2.1 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Agreement. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to or before April 1, 2024.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Agreement. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Agreement. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Agreement, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Agreement and grounds of its immediate termination at the option of the City.

11.2.2 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Agreement. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Agreement in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Agreement and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Agreement; except for service disruptions due to weather;
3. Underpays prevailing wages;

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4. Fails to comply with the terms of any of the Employee Sections of the Agreement;
5. Fails to furnish and maintain a Performance and Payment Bond;
6. Fails to furnish and maintain the Insurance requirements; or
7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Agreement, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a meeting with the Director of the Department of Public Works at which the Contractor will be given the opportunity to correct the deficiency above and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the Director of the Department of Public Works, why the Contractor should not be declared to be in default of this Agreement, the Director may recommend to the governing authorities of the City that they make a declaration of default. In evaluating whether to make such a recommendation of a declaration of default, the Director shall, in their discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Agreement.

In declaring the Contractor to have defaulted on the Agreement, the governing authorities also may order the Contractor to discontinue further performance of work under the Agreement and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent inventory submitted to the City, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a

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market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Agreement.

In the event the City secures the performance of work under the Agreement at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

11.2.3 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Agreement, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Agreement. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

11.2.4 Commitment of Equipment

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this Agreement (called "such property") shall be available for use in collecting Residential Solid Waste in the Contract Area. When provided, this Section applies to the replacement and substitution.

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For the duration of this Agreement, any document (including a lease to or by the Contractor financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Agreement;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

11.2.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:

- Premises/Operations
- Products/Completed Operations
- Pollution – On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)

- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.

3. WORKERS' COMPENSATION INSURANCE as required by the laws of the state of Mississippi.

4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$10,000,000 CSL (\$11,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.2.6 Insurance Terms and Conditions

1. City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

2. No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise.

The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.

3. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. Claims Made Form: If any policy is written on a claims-made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. Deductibles and Self-Insured Retentions: Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.

6. Notice of Cancellation: The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be actually delivered or mailed to the City not less than 30 days prior to cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).

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7. Qualification of Insurers: Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement, or as may otherwise be approved by the City.

8. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

9. Evidence of Insurance: The Contractor must provide the following evidence of insurance:

- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- b) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- c) A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.2.7 Indemnity

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

11.3 ASSIGNMENT OR PLEDGE OF MONEYS BY THE CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Agreement without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Agreement.

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11.4 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

11.5 AUDIT

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Agreement. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Agreement, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

11.6 CONTRACT RIGHTS

The parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

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11.7 INTERPRETATION

This Agreement shall be interpreted as a whole and to carry out its purposes. This Agreement is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

11.8 LAW; VENUE

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Agreement, without regard to conflicts of law principles. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

11.9 NOTICES

All notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:
City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

To the Contractor:

Copy to:
Department of Public Works
Attn: Director
200 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-2091

And copy to:
Office of the City Attorney
Attention: City Attorney
P.O. Box 2779
Jackson, MS 39207-2779
Telephone: (601) 960-1799

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Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

11.10 SEVERABILITY

Should any term, provision, condition, or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Agreement still fulfills its purposes, the remainder of this Agreement or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

11.11 NO PERSONAL LIABILITY

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

11.12 DISPUTES

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Agreement representatives as listed "Notices," or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor a written explanation of the concern and a reasonable remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

11.13 TERMINATION

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon a material default under or breach of this Agreement by the other party, provided the defaulting party has been provided written notice of the default, and has been afforded a thirty-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the other party.

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In the event that the governing authorities do not provide funding for this Agreement during any fiscal year after Fiscal Year 2024, which began on October 1, 2023, this Agreement shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides written notice to the Contractor of its intent not to provide further funding of the Agreement.

11.14 FORCE MAJEURE – SUSPENSION

This section applies in the event either party becomes unable to perform its obligations under this Agreement as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Agreement. Such events may include, but are not limited to, an embargo, weather condition, epidemic, natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Agreement.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Agreement as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Agreement.

11.15 EMERGENCIES, DISASTERS – MAJOR SERVICE DISRUPTION

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Agreement. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections "Service Disruptions Due to Weather" and "Service Disruptions—Non-Weather). In such an event:

1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and may request emergency and priority services from the Contractor.
2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.
3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.

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4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.

5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Agreement, and any additional collections performed by Contractor shall be paid as specified in the Contingency Plan and consistent with Section 5.12.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

11.16 ADJUSTMENT - CHANGE OF LAW OR DUE TO A FORCE MAJEURE EVENT

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Agreement. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the reasonable satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Agreement. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Agreement.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor. The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Agreement, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

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11.17 SERVICE DISRUPTIONS DUE TO WEATHER

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

11.18 SERVICE DISRUPTIONS—NON-WEATHER

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Jackson Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services before 7:00 am and after 9:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

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11.19 [RESERVED]

11.20 NEWLY DEVELOPED AND ANNEXED AREAS

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after proper notification by the City, provide solid waste services as required by the Agreement on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

11.21 MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION

Contractor agrees that it will comply with the Equal Business Opportunity Plan attached hereto as Exhibit "C". Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local executive order.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

THE CITY OF JACKSON, MISSISSIPPI

RICHARD'S DISPOSAL, INC.

BY: [Signature]
ITS: Mayor

BY: [Signature]
ITS: PRESIDENT/OWNER

[Signature]
Witness

[Signature]
Witness

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized Drew Martin, City Attorney, who provided an overview of said item.

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

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

The meeting was closed in memory of the following individuals:

- In Memory of Ms. Collins of Collins Dream Kitchen

There being no further business to come before the City Council, it was unanimously voted to adjourn until Regular Council Meeting at 10:00 a.m. on March 26, 2024. At 11:19 a.m., the Council stood adjourned.

**SPECIAL MEETING OF THE CITY COUNCIL
THURSDAY, MARCH 21, 2024 12:00 P.M.**

1315

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

Introduction Of Ordinances

15

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.

Agenda Item # 15
April 9, 2024
(Grizzell)

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.

16

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

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

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

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

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

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

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

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

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

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

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

(4.1) **Findings.** The Jackson City Council finds that requiring the installation of digital security cameras to monitor convenience type grocery stores and service stations' fueling areas/parking lots and entranceways/exits to be in the best interests of the City of Jackson in that it will help protect the City's citizens, visitors, and business employees from abductions, robberies, and other similar criminal acts and will assist local authorities in the apprehension of the perpetrators of such crimes. The City Council also finds that the requirement of the installation of a digital security camera system is not unreasonable or overly burdensome for local business owners, as most convenience type grocery stores and service stations already have functioning digital security camera systems.

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

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

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

(4.2) **Intent.** It is the City Council's intent to require all convenience type grocery stores and service stations located within the City of Jackson to install and properly maintain a digital security camera system that, at a minimum, provides video

coverage of the fueling area/parking lot and the entry/exit to the building using a separate digital camera to cover each location. The digital cameras and resulting video footage should be of such a quality to enable the identification and distinguishing characteristics of people and vehicles located on the premises.

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

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

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

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

The City Council intends that the City will provide signage, at no cost to the business, that states that the area is under video surveillance and that the cameras are a part of the City's "Blue Light Camera Network." These signs will be required to be installed in an area that is easily viewable and prominent. Further, as part of the store's payment for the networking equipment, each store will receive an actual blue light device that visually alerts customers and any potential criminal actors that the area is being monitored and that video is being taken and stored.

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

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

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

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

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

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

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

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

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

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

(4.6) Permitting Fees Waived. The City shall waive all building permit fees associated with the initial implementation of this ordinance upon the permitting and installation of a 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.

Adoption Of Ordinances

17

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATIONS OF DEPUTY 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

OFFICE OF THE CLERK OF COURTS

WHEREAS, Section 21-8-23(1) of the Mississippi Code authorizes a municipality to establish a department of administration and such other departments desired by ordinance; and

WHEREAS, consistent with the authority granted in Section 21-8-23 of the Mississippi Code, the governing authorities for the City of Jackson have established by ordinance a Department of Administration and Finance; and

WHEREAS, Section 21-8-23(2) of the Mississippi Code mandates that each department be headed by a director who is to be appointed and confirmed by the affirmative vote of a majority of the council present and voting at such meeting; and

WHEREAS, prior to September 14, 2021, the Department of Administration and Finance was headed by a person the mayor appointed and who was confirmed by the Council; and

WHEREAS, on September 14, 2021, the governing authorities for the City of Jackson amended Section 2-331 of its code of ordinances to create the position of chief financial officer¹; and

WHEREAS, the ordinance adopted by the governing authorities on September 14, 2021 is recorded in Minute Book 6T at pages 544-545; and

WHEREAS, the ordinance creating the position of Chief Financial Officer provides for appointment by the mayor and confirmation by the council; and

WHEREAS, pursuant to the terms of the ordinance, the chief financial officer has responsibility for coordinating and directing the financial resources and administrative functions of the City and providing operational and programmatic support of municipal government; and

WHEREAS, based upon the stated responsibility of the chief financial officer, the person appointed and confirmed to serve in the role is the head of the Department of Finance and Administration; and

WHEREAS, subsequent to adoption of the ordinance, the mayor appointed and the council confirmed an individual to serve as chief financial officer; and

WHEREAS, the Chief Financial Officer has had opportunity to evaluate functions within the Department of Finance and Administration and the City's administrative functions; and

WHEREAS, the Chief Financial Officer has determined that additional personnel positions are needed for the effective functioning of the Department of Finance and Administration; and

Agenda Item # 17
April 9, 2024
Martin, Lumumba

¹ The heading of the ordinance states chief administrative officer; however, the body of the ordinance indicates that chief financial officer was the position created. The Chief Administrative Officer office had previously been created in Section 2-325 of the City of Jackson Code; therefore, there is a scrivener error in the heading.

WHEREAS, the additional personnel positions are designed to improve procurement and payment processes of the municipality and also facilitate the training of personnel in procurement, contracting, and statutory requirements for timely payment of invoices; and

WHEREAS, the Chief Financial Officer is recommending the addition of a (1) Deputy Chief Financial Officer; (2) Liaison Officer; (3) Procurement Operations Manager; (4) Fixed Asset Manager; (5) Vendor Equity Coordinator and (6) a Fiscal Operations Manager; and

WHEREAS, the tasks performed by the **Deputy Chief Financial Officer** include, but are not limited to: (1) develop and implement strategies aiming to promote citywide goals (2) direct and provide oversight to special programs (3) assemble data, analyze needs and functions of the City to formulate and implement recommendations for fiscal improvement to be provided to the CFO

WHEREAS, the tasks performed by the **Liaison Officer** include, but are not limited to: (1) facilitate communication and collaboration between departments, teams, or organizations (2) serve as a bridge, connecting and coordinating efforts to ensure smooth operations and efficient decision-making; and

WHEREAS, the tasks performed by the **Procurement Operations Manager** included, but are not limited to (1) maintain and update the procurement process to meet the business needs in a rapid manner, (2) support business stakeholders with requisitions and processes (3) conduct evaluation of various tools to support procurement activities including spend analysis, budget analysis, and bid analysis; and

WHEREAS, the tasks performed by the **Fixed Asset Manager** include, but are not limited to (1) ensures adherence to guidelines for acquisitions, maintenance, retention and disposition of fixed assets and associated records (2) directs and oversees the asset management function of capital and controlled assets by managing Fixed Asset Supervisors, Specialists and Clerks (3) keeps up with inventory for all departments; and

WHEREAS, the tasks performed by the **Vendor Equity Coordinator** include, but are not limited to (1) research, apply and promote diversity initiatives and share best practices (2) provide advice, guidance and support on equality and diversity issues (3) assess community needs and promote community cohesion; and

WHEREAS, the tasks performed by the **Fiscal Operations Manager** include, but are not limited to (1) provide oversight to all fiscal officers for the City (2) evaluate, reconcile, and problem solve accounting, budgeting, and internal control processes under the administrative direction of the Deputy Chief Financial Officer; and

WHEREAS, the Department of Human Resources submitted inquiries to Savannah Georgia, Little Rock, Arkansas, and Baton Rouge Louisiana regarding the compensation paid to personnel whose job function is similar to the position of *Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator, and Operations Manager*; and;

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalents were as follows:

Deputy CFO falls within the range of \$63,783-\$106,870;

Liaison Officer falls within the range of \$ 64,006-\$79,418;

Procurement Operations Manager falls below the range of \$75,326-\$116,002;

Fixed Asset Manager falls within the range of \$35,516-\$60,464;

Vendor Equity Coordinator falls below the range of \$60,163.00-\$92,651.00;

Fiscal Operations Manager falls within the range of \$52,474-\$88,454; and

WHEREAS, the best interest of the City of Jackson would be served by adding the Deputy Chief Administrative Officer; Liaison Officer; Procurement Operations Manager; Fixed Asset Manager; Vendor Equity Coordinator; and Fiscal Operations Manager classifications to the current pay plan at an affordable salary comparable to the compensation paid by other Southeastern cities such as those cited; and

WHEREAS, it is recommended that the following job classifications be added at the corresponding pay ranges with annual compensation being listed below:

Deputy Chief Financial Officer; Pay Range (50); Salary Range (\$105,758.99-\$128,511.92)
Liaison Officer; Pay Range (34), Salary Range (\$60,567.68-\$73,317.84)
Procurement Operations Manager; Pay Range (34); Salary Range (\$60,567.68-\$73,317.74)
Fixed Asset Manager; Pay Range (31); Salary Range (\$52,620.00-\$63,632.82)
Vendor Equity Coordinator; Pay Range (28); Salary Range (\$45,753.36-\$55,267.76)
Fiscal Operations Manager; Pay Range (34); Salary Range (\$60,567.68-\$73,317.84)

WHEREAS, the Department of Administration and Finance has informed the Department of Human Resources that monies are available in the budget of the Department of Administration and Finance to cover the recommended positions that will be added to the compensation plan; and

WHEREAS, on July 12, 2013, the Mississippi Attorney General issued an opinion to Deidra J. Bassi stating that in municipalities where civil service coverage for *all employees* is not mandated, the initial assessment of what positions will be covered by civil service is made by the governing authorities by ordinance; and

WHEREAS, the Department of Human Resources recommends that the position of Deputy CFO not be covered by civil service consistent with the City's policy or practice of not affording civil service protection to deputy department heads; and

WHEREAS, it is recommended that the positions of (a) Liaison Officer (b) Procurement Operations Manager; (c) Fixed Asset Manager; (d) Vendor Equity Coordinator and (e) Fiscal Operations Manager be included within the civil service classification system; and

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in Minute Book 4Y, be further amended to add the positions at the pay ranges and salary ranges listed.

IT IS HEREBY ORDERED that the effective date of the amendment of the Classification and Pay Plan is immediately.

IT IS HEREBY ORDERED that the provisions of this ordinance should not be construed as altering the application of the rules of the City of Jackson Civil Service Commission related to the examination and employment of persons in the positions subject to civil service coverage.

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Department of Human Resources

DATE: December 17, 2023

RE: ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF DEPUTY 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

The Department of Finance and Administration requested that the Department of Human Resources conduct a job analysis for the creation of classifications of: Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator and Fiscal Operations Manager.

Purpose: This job analysis was conducted to review the organization, salary, and duties of: Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator and Fiscal Operations Manager.

Scope: The Southeastern Cities surveyed were: Baton Rouge, Louisiana, Little Rock, Arkansas and Savannah Georgia.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the to add the positions at the pay ranges and salary ranges listed; to be effective immediately.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

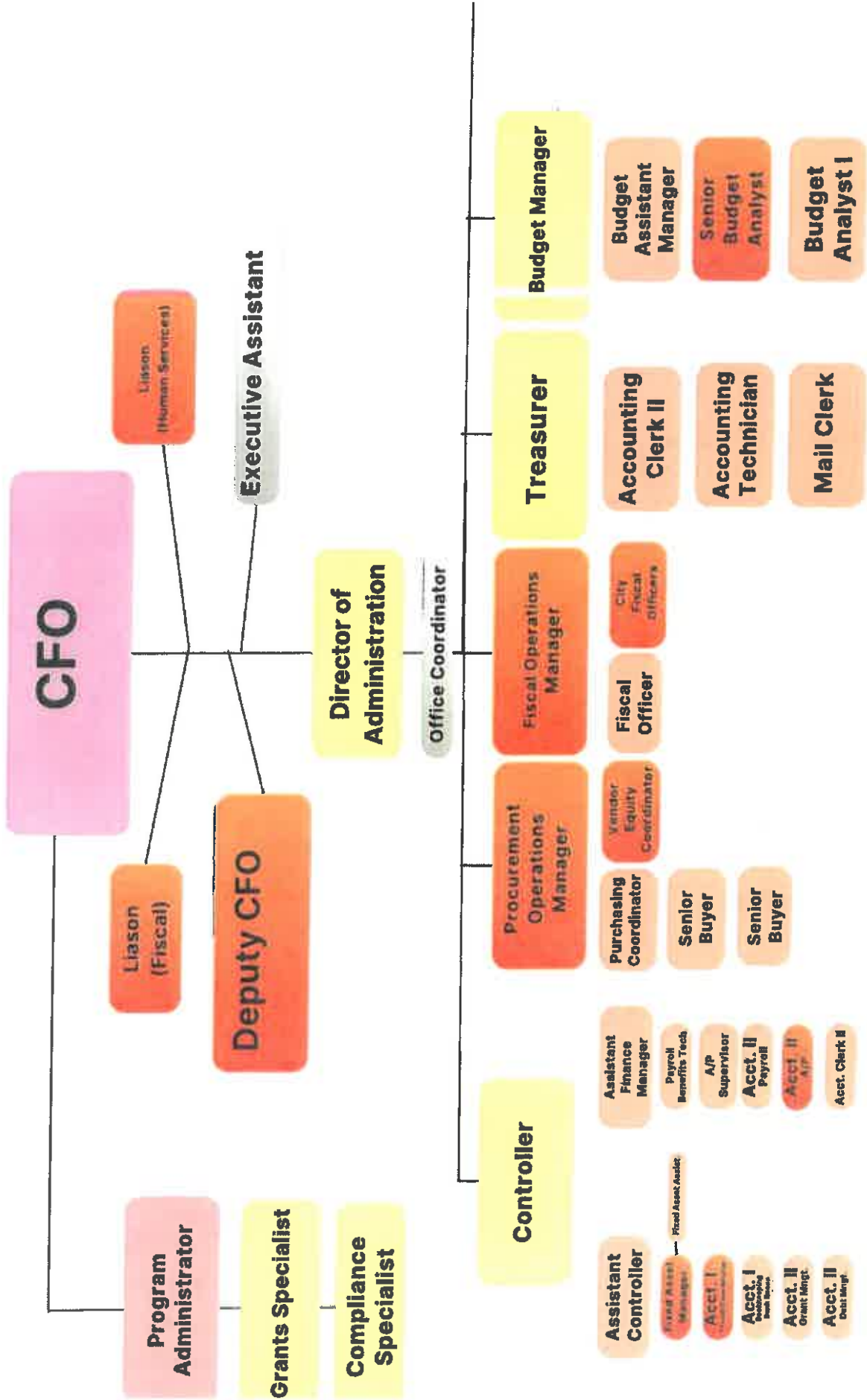
December 17, 2023

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF DEPUTY 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	
2.	Public Policy Initiative 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	Change in City Government	
3.	Who will be affected	Department of Administration	
4.	Benefits		
5.	Schedule (beginning date)	Upon approval by the council	
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide	
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources	
8.	COST	None	
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Not applicable	
10.	EBO participation	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
FINANCE &
ADMINISTRATION**

ORGANIZATIONAL CHART



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

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE CITY OF JACKSON PAY PLAN TO ADD THE CLASSIFICATIONS OF DEPUTY CHIEF FINANCIAL OFFICER, LIAISON OFFICER, PROCUREMENT OPERATIONS MANAGER, FIXED ASSET MANAGER, VENDOR EQUITY COORDINATOR, AND FISCAL OPERATIONS MANAGER** is legally sufficient for placement in NOVUS.


Drew Martin, City Attorney

11/31/24
Date


Carrie Johnson, Deputy City Attorney

Regular Agenda

Claims

Payroll

20

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ORDER AMENDMENT TO THE (60) MONTH RENTAL AGREEMENT WITH PITNEY BOWES, INC. TO ADD A CELL CONNECTION DEVICE TO THE POSTAGE MACHINE USED BY THE DEPARTMENT OF ADMINISTRATION, TREASURY DIVISION.

OFFICE OF THE CITY ATTORNEY
APR 10 2024

WHEREAS, on September 14, 2021, the governing authority for the city of Jackson authorized the Mayor to execute a sixty (60) month rental agreement with Pitney Bowes, Inc. for a SendPro P2000 Basic postage machine by the Treasury Division of the Department of Administration; and

WHEREAS, the Department of Administration purchased the postage through State Contract No. 8200056652 as a sixty (60) month rental, which the rental term began on October 30, 2021, through October 29, 2026, for Five Hundred Fifty-Seven Dollars and Fourteen Cents (\$557.14); and

WHEREAS, the Treasury Division requests that the governing authority authorize the Mayor to execute the Order Amendment to add “Cell Connection Device” to the Rental Agreement with Pitney Bowes, Inc.; and

WHEREAS, the Treasury Division desires to add a cell connection device to the Postage Meter Machine in the mailroom; and

WHEREAS, due to connectivity issues, the Treasury Division needs the cell connection device to operate the SendPro P2000 Basic postage machine; and

WHEREAS, adding the “Cell Connection Device” to the postage machine costs \$45.00/monthly or \$135.00/quarterly.

IT IS HEREBY ORDERED, that the Mayor be authorized to execute the Order Amendment to add a cell connection device for a charge of \$45.00 (forty-five dollars) per month to the (60) month rental agreement with Pitney Bowes, Inc.

Agenda Item # 20
April 9, 2024
(Malembeka, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **DATE:** March 4, 2024

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	Order amending Pitney Bowes (60) month contract used by the Department of Administration								
2.	Public Policy Initiative 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	Changes in City Government								
3.	Who will be affected	Department of Administration – Mail Room								
4.	Benefits	Mail Processing								
5.	Schedule (beginning date)	Upon Approval by City Council								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration								
8.	COST	\$45.00 per month								
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	00141130-6514								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___ x ___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___ x ___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___ x ___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___ x ___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___ x ___



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy Director *SThames*
Department of Administration

DATE: March 4, 2024

RE: Order to amend (60) month contract with Pitney Bowes, Inc.

The attached order is authorizing the Mayor to execute a contract amendment with Pitney Bowes, Inc. The amendment is needed, in order for the SendPro P2000 Postage Meter Machine to get network connection. This network connection is needed to add funds, the funds are used to meter outgoing mail, generate department usage reports and get USPS rate updates.

Please feel free to contact me at (601) 960-1097, 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

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ORDER AMENDMENT TO THE (60) MONTH RENTAL AGREEMENT WITH PITNEY BOWES, INC. TO ADD A CELL CONNECTION DEVICE TO THE POSTAGE MACHINE USED BY THE DEPARTMENT OF ADMINISTRATION, TREASURY DIVISION is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Deputy City Attorney 



Date

ORDER AMENDMENT

Your Business Information

Jackson City Of		237235954
Legal Name of Client		Federal Tax ID #
PO Box 17	Jackson	MS 39205
Billing Address: Street	City	State Zip Code
Felicia Young	(601) 960-2005	16175428
Billing Contact Name	Billing Contact Phone #	Billing Account #
200 S President St	Jackson	MS 39201
Installation Address: Street	City	State Zip Code
Felicia Young	(601) 960-2005	16175429
Installation Contact Name	Installation Contact Phone #	Installation Account #

Options to be Added	
<input type="checkbox"/>	Confirmation Services
<input type="checkbox"/>	E-Return Receipt
<input type="checkbox"/>	Inview/Budget Manager
<input checked="" type="checkbox"/>	Cell Connection Device
<input type="checkbox"/>	SendPro C Accounting
<input type="checkbox"/>	SendPro Web
<input type="checkbox"/>	SendPro Enterprise
<input type="checkbox"/>	SendPro Analytics
<input type="checkbox"/>	SLA

NOTE: ADDING OR REMOVING SLA APPLIES TO ENTIRE CONTRACT. PB GLOBAL SERVICE APPROVAL SIGNATURE BELOW IS REQUIRED PRIOR TO SUBMISSION FOR PROCESSING

Options to be Removed	
<input type="checkbox"/>	Confirmation Services
<input type="checkbox"/>	E-Return Receipt
<input type="checkbox"/>	Inview/Budget Manager
<input type="checkbox"/>	Cell Connection Device
<input type="checkbox"/>	SendPro C Accounting
<input type="checkbox"/>	SendPro Web
<input type="checkbox"/>	SendPro Enterprise
<input type="checkbox"/>	SendPro Analytics
<input type="checkbox"/>	SLA

Amendment To Your Payment Plan

Add:	
Payment Amount	
Monthly Amount*	Billed Quarterly at*
\$ 45.00	\$ 135.00

Remove:	
Payment Amount	
Monthly Amount*	Billed Quarterly at*

PITNEY BOWES GLOBAL SERVICE APPROVAL
NAME:
SIGNATURE:
DATE:

*Does not include any applicable sales, use, or property taxes which will be billed separate.

Your Signature Below

Both parties acknowledge and agree that this document shall be deemed an amendment to the originally signed agreement. By signing below, you agree to be bound by all terms of this Order Amendment including any additional terms that are available at <https://www.pitneybowes.com/us/state-and-local-government-solutions/states.html>. and are incorporated by reference if applicable.

Client Signature _____

Print Name _____

Title _____

Date _____

Mail Address _____

Pitney Bowes Signature _____

Print Name _____

Title _____

Date _____

Sales Information

Benjamin St John	7007085	100	SOUTH REGION				
Account Rep Name 1	Sales Rep ID	Split	District	Account Rep Name 2	Sales Rep ID	Split	District

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SIXTY (60) MONTH RENTAL AGREEMENT WITH PITNEY BOWES, INC. FOR A SENDPRO P2000 BASIC POSTAGE MACHINE TO BE USED BY THE TREASURY DIVISION OF THE DEPARTMENT OF ADMINISTRATION.

WHEREAS, the Treasury Division of the Department of Administration desires to enter a 60-month rental agreement for a SendPro P2000 Basic Postage Meter Machine to be utilized by the Treasury Division; and

WHEREAS, Pitney Bowes, Inc., 27 Waterview Drive, Shelton, CT 06484, provides through State Contract No. 8200056652 a sixty (60) month rental agreement for a SendPro P2000

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 14, 2021 10:00 A.M.**

549

Basic Postage Machine at a cost of Five Hundred Fifty-Seven Dollars and Fourteen Cents (\$557.14) per month, including equipment maintenance and software maintenance; and

WHEREAS, the Treasury Division recommends the City of Jackson enter into a sixty (60) month rental agreement for a SendPro P2000 Basic Postage Machine with Pitney Bowes through State Contract No. 8200056652 at a cost of Five Hundred Fifty-Seven Dollars and Fourteen Cents (\$557.14) per month, including equipment maintenance and software maintenance.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into a sixty (60) month rental agreement with Pitney Bowes, Inc. through State Contract No. 8200056652 for a sixty (60) month rental of a SendPro P2000 Basic Postage Machine Bowes at a cost of Five Hundred Fifty-Seven Dollars and Fourteen Cents (\$557.14) per month, including equipment maintenance and software maintenance.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Stokes.

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Pitney Bowes, Inc.

STATE CONTRACT #: 8200056652

SUPPLIER #:3100000308

SMART CONTRACT #: 1130-21-C-SWCT-00281

COMMODITIES COVERED: Mailing Equipment

EFFECTIVE: July 1, 2021
through
June 30, 2022

This State Contract Agreement is made this 3rd day of May 2021, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Pitney Bowes, Inc., 3001 Summer Street, Stamford, CT 06926 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of mailing equipment on a nonexclusive basis for a period of twelve (12) months beginning July 1, 2021, and ending June 30, 2022, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Mailing Equipment* and the Contractor's Proposal submitted on April 13, 2021.

Proposals for rental contracts will be considered. Vendors should submit proposed rental rates or monthly rental factors which will be applied to the purchase price to determine monthly or quarterly costs.

When entering into any rental of contract equipment under the jurisdiction of the Office of Purchasing and Travel, the Agency and Vendor must use the Rental Agreement For Use by Mississippi Departments and Vendors (applicable to equipment rental transactions) Revised Date: February 2017. **THIS APPROVED RENTAL AGREEMENT IS THE ONLY AGREEMENT THAT SHALL BE PRESENTED TO A STATE GOVERNMENT ENTITY FOR RENTALS ON THE MAILING EQUIPMENT STATE CONTRACT.** Any rental entered into which does not utilize our State Rental Agreement is in direct violation of the terms of the contract and shall be rendered null and void. Vendors and/or Authorized Distributors that are in violation of this requirement will be immediately removed from the state contract and may also be removed from the bidders list for a period of 24 months.

If a Vendor wishes to utilize third party financing of equipment rented to a state agency or governing authority, the Vendor must get prior approval from the Office of Purchasing, Travel and Fleet Management and provide a document which indicates that if the Vendor is unable to perform maintenance and equipment removal, then the financing source will be responsible for providing these services at no additional cost to the State. This document must be signed by a representative of the Vendor and of the finance source. If approved, this document must also be given to the using agency.

The Mississippi Office of Purchasing, Travel and Fleet Management will permit trade-in of equipment for credit when state agencies enter into a rental contract. However, all applicable credit must be extinguished prior to any payments being made by the agency. Contracts wherein that credit is spread out over the term of the contract will not be allowed.

Equipment and supplies that are not listed on the contract as approved by the Mississippi Office of Purchasing, Travel and Fleet Management should not be presented to using agencies as though it is included as part of the contract. This includes replacement or upgraded equipment for machines already listed on the contract. Replacement or upgraded equipment should be added to the contract during the amendment period, (see

Section XI. Amendments). Until these items are added to the contract, using agencies must purchase them using routine purchasing procedures (i.e., quotes, advertised bids, etc.).

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

PAYMENT TERMS: Net Forty-five (45) days Without Penalty.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Contractor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ASSIGNMENT: The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY:



THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY:



OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

TITLE:



DATE:



DATE:



RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson (hereinafter referred to as Customer), and Pitney Bowes (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the

equipment and to a telephone for local or toll free calls.

- C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
 - D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
 - E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.
6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. **PAYMENTS:**
- A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.
 - 1. **E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
 - 2. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
 - B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
 - C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
 - A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
 - B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
 - C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.
12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**
 - A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

- 13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.
- 14. **GOVERNING LAW:** This 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 said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.
- 15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name David Gobbel
Title Government Account Manager
Address PO Box 12262
City, State, & Zip Code Jackson, MS 39236

For the Customer:

Name
Title
Address
City, State, & Zip Code

- 16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.
- 17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
- 18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
- 20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
- 21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
- 22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply

with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal 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 federal government to provide funds or of the State of Mississippi 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, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.
28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.
29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.
30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to

the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 24th day of August, 2021.

Vendor: Pitney Bowes

By: *David Bobbel*
Authorized Signature

Printed Name: DAVID Bobbel

Title: Government Account Manager

WITNESS:

Witness my signature this the 17th day of September, 2021.

Customer: City of Jackson, MS

By: *Chokwe A. Lumumba* mlt
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056652
Vendor Company Name: Pitney Bowes
Customer Agency Name: City of Jackson
Bill to Address: PO Box 17, Jackson, MS 39201-4307

Ship to Address: 200 South President Street
Jackson, MS 39201-4307

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
AZBE/AZCG SendPro P2000 Basic	\$557.14 Monthly
1FWX 15-LB Interfaced Scale	
MSD2 15" Color Display	
APA2 100-Department Accounting	
NV10/NV90/NV99 Inview Dashboard Accounting	
4W00 SendPro Postage Meter	
ME1C Meter Equipment	
SPE-Basic-500 SendPro Enterprise Subscription	
SPEPS SPE Implementation (Qty. 4)	
SPE-T7WE Tethered Wedge Scanners for Certified Mail	

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60-Months
Start Date: 10/30/21
End Date: 10/29/26

Modifications: Includes Meter Rental, Maintenance, and Postage Rate updates


Vendor Signature


Customer Signature

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC. (LUMUMBA)

WHEREAS, the City of Jackson (“City”) purchased a subscription from CitySourced, Inc. in 2015 for the City's 311 iPhone and Android application; and

WHEREAS, the CitySourced application went live on April 5, 2018; and

WHEREAS, the City uses the CitySourced based application for 311 service requests, CityWorks, and GIS functions of which mainly deal with water, sewer and drainage issues; and

WHEREAS, the subscription for the application expired on January 11, 2021 and a new agreement needs to be entered into and executed; and

WHEREAS, the cost of the subscription is \$14,400.00 per year; and

WHEREAS, CitySourced, Inc. is the sole provider of the City's subscription support; and

WHEREAS, the subscription has been analyzed and utilized; the purchase of the subscription is recommended.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an agreement for the January, 2022, subscription period with CitySourced, Inc. at a cost of \$14,400.00 per year for the remaining January, 2023, subscription period through December 31, 2023 for the City's 311 service requests, Cityworks, and GIS functions.

IT IS FURTHER ORDERED that services rendered by CitySourced, Inc. to the City Of Jackson from January 17, 2022 and January 31, 2023 are hereby authorized and ratified.

Agenda Item # 21
April 9, 2024
(Lumumba)

22

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 previously unsubmitted SAKs; 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. 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;

WHEREAS, in accordance with Award Number 2020-AK-BX-0031, the City of Jackson was awarded funding 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. Cases will be submitted in batches of (10-20) at a time. The estimated turnaround time for processing the submitted evidence is 30 business days, but without obligation on the part of SERI to meet that timeline; and

WHEREAS, SERI will have all casework completed by September 2024;

WHEREAS, SERI pricing for the below listed specific services applies to cases submitted from Jackson Police Department. Pricing is standard for DOJ-funded cases:

DOJ Grant Pricing for Services

Administrative Fee (applies to all new & reopened cases)

Price

\$750/case

CODIS Upload Fee

\$750/profile

Agenda Item # **22**
April 9, 2024
(Wade, Lumumba)

OFFICE OF THE CITY ATTORNEY
[Handwritten Signature]

OFFICE OF THE CITY ATTORNEY
[Signature]

DOJ Grant Pricing for Services

	<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, this working group SERI has been formed using this MOU detailing partner roles and responsibilities; and

WHEREAS, pursuant to the terms and conditions of the grant, Serological Research Institute and Jackson Police Department are entering into this MOU which sets forth the roles and responsibilities of each; and


IT IS THEREFORE, ORDERED for the Mayor to execute a Memorandum of Understanding with the Serological Research Institute to support the National Sexual Assault Kit Initiative.

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 (SERI) For Sexual Assault Testing is legally sufficient for placement in NOVUS Agenda



Drew Martin, City Attorney



Date



Carrie Johnson, Senior Deputy City Attorney



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



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Investigative Services Bureau

*2/13 Rec'd!
Returned*

Memorandum

To: Joseph Wade; Chief of Police *(Signature) 2-14-24 (approve)*

Via: Wendell Watts; Assistant Chief of Police *vs 2-13-24 approve*
 Sequerna Banks; Deputy Chief of Investigative Services *(Signature) 2/13/24 Concur*
 Chakita Childs; Captain of Investigative Services

From: Jacquelyn Gardner; City of Jackson Police SAKI Administrator *(Signature) 2/8/24*

Date: February 8, 2024

Re: Memorandum of Understanding between Serological Research Institute (SERI) and City of Jackson Police Department to perform DNA technical reviews and CODIS information uploads into the National Database.

This memo is to request approval of the included MOU between Serological Research Institute and City of Jackson Police Department. The Memorandum of Understanding will allow SERI to enter the SAKI case information collected from DNA analysis into the CODIS National Database system. This is a government-approved laboratory which is allowed access to the National Database Indexing System (NDIS) for uploading profiles as required under the SAKI grant funding. The fees are set by DOJ pricing for services. We have 200 cases prepared to outsource to the reviewer lab (SERI). This is also time sensitive. All of these cases are sexual assault cases that have been identified and prepared o move forward with this process. This project provides the opportunity for these cases to be fully analyzed for a possible DNA match.



Serological Research Institute
3053 Research Drive, Richmond, CA
94806

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEROLOGICAL RESEARCH INSTITUTE
AND
Jackson, MS Police Department

This Memorandum of Understanding (MOU) dated ***** is made by and between Serological Research Institute (SERI) in Richmond, CA and ***** in consideration of the mutual obligations contained herein; the following is agreed by and between SERI and *****:

PROJECT: Process sexual assault evidence.

SCOPE OF WORK: Laboratory testing of pre-selected evidentiary items collected in Sexual Assault cases during the investigative process. Cases will be submitted in batches of (10-20) at a time. Estimated turnaround time for processing the submitted evidence is (30) business days, but without obligation on the part of SERI to meet that timeline.

TERM: *****. SERI will have all casework completed by *****.

PRICE SCHEDULE: Pricing for the below listed specific services apply only to cases submitted from Jackson Police Department.

Pricing for Services	Price
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

This Memorandum shall become effective when signed by ***** , or his/her designee, and Ledia McVeigh, Director of Operations & Administration.

***** Police Department

Serological Research Institute

By: _____

By: _____

Date: _____

Date: _____



23

ORDER AUTHORIZING THE MAYOR TO EXECUTE ORDER FORM AND SUBSCRIPTION AGREEMENT WITH LEADSONLINE LLC TO PROVIDE SEARCH TOOLS AND DATA FOR JACKSON POLICE DEPARTMENT LAW ENFORCEMENT INVESTIGATIONS

OFFICE OF THE CITY ATTORNEY
Wade Lumumba

Whereas, Section 21-17-5 of the Mississippi Code vests the governing authorities of every municipality with the care, management, and control of municipal affairs and authorizes the governing authorities to adopt any orders, resolutions, or ordinances with respect to municipal affairs 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 investigation of crimes and offenses committed within the City of Jackson is a municipal affair; and

Whereas, LeadsOnline LLC is a privately held provider of data, technology, and intelligence tools used by law enforcement agencies, investigators, and businesses; and

Whereas, the headquarters for LeadsOnline LLC is located at 6900 Dallas Parkway, Ste. 825, Plano Texas 75024-4200; and

Whereas, the LeadsOnline platform allows businesses to make available to law enforcement agencies transaction information; and

Whereas, the LeadsOnline platform also has other tools which may be utilized by the Jackson Police Department to find connections between missing items and individuals, which could be instrumental in the solving of crimes or return of stolen property to owners; and

Whereas, LeadsOnline provided the following information to the Jackson Police Department related to the PowerPlus System Investigation System Service Package subscription:

Subscription Term March 1, 2024 – February 28, 2025	\$24,150.00
Subscription Term March 1, 2025-February 28, 2026	\$24,875.00
Subscription Term March 1, 2026-February 29, 2027	\$25,621.00

Whereas, the subscription service agreement indicates that all data, information, images, and files loaded or entered by the City will remain the property of the City; and

Whereas, LeadsOnline does not grant access to the system to search and respond to public records request if the City does not have the record in its possession at the time of the request; and

Whereas, the City of Jackson must keep passwords secure and confidential and use industry-standard password management practices;

Whereas, the City of Jackson must use commercially reasonable efforts to prevent unauthorized access to its account and notify LeadsOnline promptly of any unauthorized access;

Whereas, the City may use the Service only in accordance with the Service's technical documentation (including without limitation, video tutorials and applicable law; and

Agenda Item # 23
April 9, 2024
(Wade, Lumumba)

Whereas, LeadsOnline warrants that the Service is free from defects that will substantially affect performance and that it has used commercially available tools designed to discern that no viruses or other security defects are present; and

Whereas, LeadsOnline warrants that the service will function substantially in accordance with the Order form;

Whereas, fees must be paid within 30 days of receipt of an invoice;

Whereas, fees are exclusive of taxes;

Whereas, the City is responsible for the payment of sales, use, and other similar taxes if required by law; and

Whereas LeadsOnline will provide electronic notice of the non-payment of an open invoice, and if payment is not made within seven (7) days of the first notice, then LeadsOnline may suspend service and support until the amount is paid in full or terminate the Service upon 30 days notice; and

Whereas, LeadsOnline will maintain insurance for property, general liability, auto, errors and omissions/cyber liability insurance; and

Whereas the agreement is governed by the laws of the State of Mississippi because the City of Jackson is located in the state of Mississippi pursuant to Paragraph 11 of the Subscription Agreement; and

Whereas, any action must be brought in the state and federal courts located in Hinds County, Mississippi consistent with Paragraph 11 of the Subscription Agreement; and

Whereas, the best interest of the City of Jackson would be served by authorized the Mayor to execute the Order Form and the Subscription Agreement supplied by LeadsOnline;

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Order Form and the Subscription Agreement furnished by LeadsOnline.

IT IS THEREFORE ORDERED that the sum of \$24,150.00 may be paid for the subscription period commencing *March 1, 2024* and ending *February 28, 2025*.

IT IS THEREFORE ORDERED that the sum of \$24,875 may be paid for the subscription period commencing *March 1, 2025* and ending *February 28, 2026*.

IT IS THEREFORE ORDERED that the sum of \$25,621.00 may be paid for the subscription period commencing *March 1, 2026* and ending *February 29, 2027*.

By Lumumba, Wade

Agenda Item # _____

OFFICE OF THE CITY ATTORNEY
[Signature]

POINTS		COMMENTS			
1.	Brief Description/Purpose	Leads Online platform allows law enforcement agencies transaction information between missing items and individuals to solve crimes.			
2.	Public Policy Initiative <ol style="list-style-type: none"> 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			
3.	Who will be affected	JPD Major Crimes			
4.	Benefits	Provides Risk Solutions for suspects and stolen property			
5.	Schedule (beginning date)	Upon Council approval			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	All Wards CITY WIDE			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department City Legal			
8.	COST	Subscription Term March 1, 2024- February 28, 2025 \$24,150.00 Subscription Term March 1, 2025- February 28, 2026 \$24,875.00 Subscription Term March 1, 2026- February 29, 2027 \$25,621.00			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Fund 001.442.30.6231			
10.	EBO participation	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 _____	

Revised 2-04

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 Order Form and Service Agreement With LeadsOnline is legally sufficient for placement in NOVUS Agenda



Drew Martin, City Attorney



Date



Carrie Johnson, Senior Deputy City Attorney

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

To: Chokwe Antar Lumumba, Mayor

From: Joseph Wade, Chief of Police

Date: Friday, March 22, 2024

Re: Leads Online Subscription Agreement

Leads Online will allow the Jackson Police Department to track stolen items and research other databases within the platform to assist with investigations. This subscription is an essential crime fighting tool for the Jackson Police Department.

The cost for this subscription is as follows:

Subscription Term March 1, 2024- February 28, 2025 \$24,150.00

Subscription Term March 1, 2025- February 28, 2026 \$24,875.00

Subscription Term March 1, 2026- February 29, 2027 \$25,621.00

Payments will be made from the General Fund- Account # 001-442-30-6231

See attached- Legal Sufficiency Documents, Approved by Atty. Carrie Johnson



Real Time Crime • CellHawk • Toolbox

6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

Jackson Police Department
327 East Pascagoula Street
Jackson, MS 39205

QUOTE

Date: 1/23/2024
Quote#: Q-1343-4
Terms: Quote Only
Agency ID: 1343

Service Dates:

3/1/2024 – 2/28/2025

DESCRIPTION	TOTAL
LeadsOnline PowerPlus Investigation System Service Package	\$24,150

Thank you for your interest in LeadsOnline! Please contact your LeadsOnline representative to move forward with this quote.

We accept Checks and EFT/ACH Payments

Total: \$24,150

Update Your Billing Contact Information Online:

www.leadsonline.com/update

Download our W-9:

www.leadsonline.com/w9

For questions about your LeadsOnline service, subscription package or agency / user accounts, call (972) 361-0900 or email support@leadsonline.com.

For questions about your quote, vendor forms, or general billing inquiries, email accounting@leadsonline.com.

SERVICE PERIOD	DUE DATE	AMOUNT
March 1, 2024 through February 28, 2025	Due upon receipt	\$24,150
March 1, 2025 through February 28, 2026	Due on or before March 1, 2025	\$24,875
March 1, 2026 through February 29, 2027	Due on or before March 1, 2026	\$25,621

6. SERVICE DESCRIPTION.

CAPABILITY	DESCRIPTION
PowerPlus Nationwide Search	<p>Nationwide search access through pawn shop, secondhand store and scrap metal recycler transactions.</p> <p>Unlimited accounts/searches for your personnel working your cases.</p> <p>Continuous saved searches alert investigators to persons or property after.</p> <p>Results include images of property, sellers, vehicles, thumbprints, etc. as reported.</p> <p>Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date.</p> <p>Possible associates report to identify other leads in cases.</p> <p>Advanced property identification to overcome incomplete descriptions and missing information.</p> <p>Daily Stats (hits and statistics for each user).</p>
Nationwide Inter-Agency Deconfliction System	<p>Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.</p>
Phone Forensic Extraction Search	<p>Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find identify and link activity of suspects.</p>
NCIC Stolen Property Notification	<p>Automated alerts on property including guns, articles and vehicles from your cases found within and outside of your jurisdiction.</p>
Person / Property Notification	<p>Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.</p>
Compliance Management	<p>Free online reporting system for all pawn/secondhand stores.</p> <p>Easy reporting for businesses.</p> <p>Compatible with point-of-sale systems.</p> <p>Property hold management system.</p> <p>Message Inbox for alerts and communication to and from businesses in your jurisdiction.</p> <p>Unlimited technical support for reporting businesses.</p>
OfferUp & eBay Marketplace Access	<p>Identify persons in your cases when evidence is found in online listings.</p>
Unlimited Support	<p>Updates, training and support for Customer personnel and businesses.</p>
CompStat Mapping System	<p>Visualize suspect activity within and outside your jurisdiction.</p>

- LeadsOnline Toolbox** Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.
- Statement Analyzer** Identify inconsistencies and opportunities for follow-up in statements.
- Citizen Property Inventory System** Community engagement for improved reporting in property crimes.

7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT.

- Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.
- LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos and live support.
- Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. MISC.

This Order Form is attached to and incorporated into the Subscription Services Agreement between Customer and LeadsOnline dated January 19, 2024 (Agreement). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

LeadsOnline LLC (LeadsOnline)	Jackson Police Department (Customer)
Signature:	Signature:
Printed Name: Alexander Finley	Printed Name:
Title: CEO	Title:
Date:	Date:
Address: 6900 Dallas Parkway, Suite 825 Plano, TX 75024-4200	Address: _____ _____

LEADSONLINE ORDER FORM: POWERPLUS
CUSTOMER: JACKSON POLICE DEPARTMENT UNIT: JACKSON PD

ORDER FORM NO.: Q-1343-4

1. SERVICE.

LeadsOnline PowerPlus Investigation System Service for Law Enforcement Agency users (**Service**).

Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE.

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS.

Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS.

Service Recipient: An unlimited number of authorized personnel of Jackson Police Department in its Jackson PD, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
- During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES.

Order Term: This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

Renewals: Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for an additional one-year term by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

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24

ORDER AUTHORIZING CHIEF JOSEPH WADE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH HINDS BEHAVIORAL HEALTH SERVICES, JACKSON HMA LLC DBA MERIT HEALTH CENTRAL HOSPITAL, UNIVERSITY OF MISSISSIPPI MEDICAL CENTER, BRENTWOOD BEHAVIORAL HEALTHCARE OF MISSISSIPPI, CITY OF BYRAM ON BEHALF OF BYRAM POLICE DEPARTMENT, HINDS COUNTY MISSISSIPPI ON BEHALF OF THE HINDS COUNTY SHERIFF'S DEPARTMENT, AMERICAN MEDICAL RESPONSE (AMR), THE NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI MISSISSIPPI) CONCERNING THE HINDS COUNTY CRISIS INTERVENTION TEAM AND SINGLE POINT OF ENTRY FOR PERSONS IDENTIFIED BY THE CRISIS INTERVENTION TEAM OFFICER AND HINDS COUNTY MOBILE CRISIS RESPONSE TEAMS AS NEEDING MENTAL HEALTH EVALUATION, TREATMENT AND STABILIZATION SERVICES

OFFICE OF THE CITY ATTORNEY
[Signature]

Whereas, Section 41-21-133(1) of the Mississippi Code authorizes any law enforcement agency or community mental health center as a participating partner to establish crisis intervention teams to provide for psychiatric emergency services and triage and referral services for persons who are with substantial likelihood of bodily harm as a more humane alternative to confinement in a jail; and

Whereas, pursuant to Section 41-21-133(2) of the Mississippi Code, a Crisis Intervention Team is required to have one or more hospitals within the designated catchment area that has agreed to serve as a single point of entry and to provide psychiatric emergency services, triage, referral and other appropriate medical services for persons in the custody of a Crisis Intervention Team Officer or referred by the community health center within the specified catchment area; and

Whereas, consistent with the provisions of Section 41-21-133 of the Mississippi Code, a Crisis Intervention Team has been established by the community health center known as Hinds Behavioral Health; and

Whereas, Jackson HMA LLC DBA Merit Health Central Hospital, the University of Mississippi Medical Center, and Brentwood Behavioral Healthcare of Mississippi have agreed to serve as single point of entry to provide psychiatric emergency services, triage, referral and other appropriate medical services for persons in the custody of a crisis intervention team officer; and

Whereas, the Jackson Police Department has trained crisis intervention law enforcement officers; and

Whereas, a Memorandum of Understanding has been developed for the law enforcement and healthcare agencies participating in the Crisis Intervention Team; and

Agenda Item # 24
April 9, 2024
(Wade, Lumumba)

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

Whereas, in addition to the City of Jackson, the participants in the Crisis Intervention Team are: (1) Hinds Behavioral Health; (2) Jackson HMA LLC dba Merit Health Central Hospital; (3) University of Mississippi Medical Center; (4) Brentwood Behavioral Healthcare of Mississippi; (5) the City of Byram on behalf of the Byram Police Department; (6) Hinds County Mississippi on behalf of the Hinds County Sheriff's Department; (7) National Alliance on Mental Illness; and (8) American Medical Response; and

Whereas, the Jackson Police Department's responsibility concerning the Crisis Intervention Team will be to (1) Identify and recruit law enforcement officers who are appropriate for CIT training; (2) Designate one CIT officer to serve as the CIT coordinator and contact for the department; (3) document all CIT calls and send reports to the CIT coordinator at CIT@hbhs9.com within 24 hours of contact; (4) work collaboratively with Hinds Behavioral Health Services' Mobile Crisis Response Team to assist individuals in crisis with assessment and referral in lieu of arrest when appropriate; (5) ensure that appropriate individuals are referred and transported to the local Crisis Stabilization Unit, or when appropriate, Merit Health Central Hospital or the University of Mississippi Medical Center acting as the single point of entry (SPE); and (6) ensure that the individual being brought to the SPE by the CIT officer is not excessively violent or dangerous;

Whereas, Hinds Behavioral Health will be responsible for (1) providing specialized mental health training to law enforcement officers during CIT training to equip with de-escalation skills and knowledge of mental illness necessary to effectively respond to situations and people in mental health crisis; (2) provide emergency mobile response and consultation (M-cert) to assist the CIT officer with assessment and referral to an appropriate level of care for the individual in crisis; (3) provide mobile assessments on individuals in mental or behavioral health crisis as appropriate to assess need and level of care prior to initiating SPE admission; and (4) ensure that individuals referred to the SPE receive post-discharge follow up; and

Whereas, Merit Health Central , University of Mississippi Medical Center, and Brentwood Behavioral Healthcare of Mississippi are responsible for (1) serving as the single point of entry for individuals identified by the CIT officer or M-cert team member as needing mental health evaluation, treatment, or stabilization services; (2) accept referrals and admissions of individuals who are identified through the responding CIT officer and or M-cert member as needing mental health evaluation, treatment or crisis stabilization services; (3) work closely with the staff of Hinds Behavioral Health Services' M-cert, and the CIT officers to ensure that any CIT referrals for admission are processed timely; and (4) work closely with M-cert to ensure outpatient referrals are made for individuals brought in by CIT or M-cert to ensure a safe transition of the individual back into the community for follow up care; and

OFFICE OF THE CITY ATTORNEY
JESSICA M. WALKER

Whereas, AMR is responsible for working closely with the CIT officer to ensure that individuals deemed to be in need of emergency mental health evaluation or stabilization services are transported to the SPE if they are not able to be transferred by the CIT officer for any reason; and

Whereas, National Alliance of Mental Illness will be responsible for working with Hinds Behavioral Health Services and Hinds County CIT Officers to (1) provide the family or peer perspective during CIT training; (2) planning and developing partnerships at the local level to promote CIT; and provide awards and recognition to CIT officers and generate positive publicity for the CIT program; and

Whereas, the MOU can be reviewed as often as the participants see fit and will remain effective as long as the parties follow the guidelines and has a specified duration of January 1, 2024 through December 31, 2023;

Whereas, the MOU will automatically renew for successive one (1) year terms beginning on January 1 of each year and ending on December 31 of each year unless terminated; and

Whereas, thirty (30) days advance written notice is required to terminate participation; and

Whereas, termination may also arise if there is default by a participant which continues for ten (10) days after written notice of delivery of default to the defaulting participant; and

Whereas, the collaborative area includes Hinds County and *all municipalities* within; and

Whereas, the best interest of the City of Jackson would be served by authorizing the Chief of Police to execute the Memorandum of Understanding and the attendant participation in the Crisis Intervention Team program for persons in need of mental evaluation and stabilization services.

IT IS HEREBY ORDERED that the Chief of Police is authorized to execute the MOU containing the terms described in this order.

APPROVED FOR AGENDA:

Agenda Date

Agenda Item #

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 10, 2023
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	Order Authorizing The Mayor's to Enter Into a Memorandum of Understanding with the Jackson Police Department and Hinds Behavioral Health Services, Jackson HMA, LLC dba Merit Health Central Hospital,			
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life Neighbor Enhancement			
3.	Who will be affected	City of Jackson			
4.	Benefits	To improve the safety and mental well-being of the citizens of Jackson.			
5.	Schedule (beginning date)	Immediately upon approval			
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	ALL WARDS CITY WIDE and Surrounding areas.			
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant <input type="checkbox"/>	Jackson Police Department			
8.	COST	No Cost			
9.	Source of Funding General Fund <input type="checkbox"/> Grant Bond <input type="checkbox"/> Other <input type="checkbox"/>				
10.	EBO participation	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 CHIEF JOSEPH WADE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH HINDS BEHAVIORAL HEALTH SERVICES, JACKSON HMA LLC DBA MERIT HEALTH CENTRAL HOSPITAL, UNIVERSITY OF MISSISSIPPI MEDICAL CENTER, BRENTWOOD BEHAVIORAL HEALTHCARE OF MISSISSIPPI, CITY OF BYRAM ON BEHALF OF BYRAM POLICE DEPARTMENT, HINDS COUNTY MISSISSIPPI ON BEHALF OF THE HINDS COUNTY SHERIFF'S DEPARTMENT, AMERICAN MEDICAL RESPONSE (AMR), THE NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI MISSISSIPPI) CONCERNING THE HINDS COUNTY CRISIS INTERVENTION TEAM AND SINGLE POINT OF ENTRY FOR PERSONS IDENTIFIED BY THE CRISIS INTERVENTION TEAM OFFICER AND HINDS COUNTY MOBILE CRISIS RESPONSE TEAMS AS NEEDING MENTAL HEALTH EVALUATION, TREATMENT AND STABILIZATION SERVICES is legally sufficient for placement in NOVUS Agenda



Drew Martin, City Attorney

3/20/24

Date



Carrie Johnson, Senior Deputy City Attorney



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Administrative Services Bureau

Assistant Chief of Police
Vincent Grizzell

Memorandum

To: Joseph Wade, Chief of Police

Via: Vincent Grizzell, Assistant Chief of Police, Administration Division

From: Tyrone Buckley, Deputy Chief of Police, Administrative Services Bureau

Date: February 23, 2024

Re: Memorandum of Understanding between the Hinds County Crisis Intervention Team and the Jackson Police Department

It is my recommendation that the City of Jackson, Mississippi and the Jackson Police Department enter into a Memorandum of Understanding with Hinds County Crisis Intervention Team to provide collobrate and provide mental health stabilization and/or intervention and subsequent treatment to Hinds County citizens.

If you have any questions, please contact Deputy Chief Tyrone Buckley.

HINDS COUNTY CRISIS INTERVENTION TEAM

Memorandum of Understanding

This document constitutes a Memorandum of Understanding (MOU) between Hinds Behavioral Health Services, Jackson HMA, LLC dba Merit Health Central Hospital, University of Mississippi Medical Center, Brentwood Behavioral Healthcare of Mississippi, City of Jackson on behalf of the Jackson Police Department, City of Byram on behalf of Byram Police Department, Hinds County, MS on behalf of the Hinds County Sheriff's Department, American Medical Response Inc., (AMR) and The National Alliance on Mental Illness (NAMI, Mississippi) regarding the Hinds County Crisis Intervention Team program (CIT) and single point of entry (SPE) for individual's identified by the Crisis Intervention Team (CIT) officer and/or Hinds County Mobile Crisis Response Team (M-cert) as needing mental health crisis evaluation, treatment and/or stabilization services.

I. Purpose

The purpose of this MOU is to define the working relationship between Hinds Behavioral Health Services, all law enforcement agencies listed above, Jackson HMA, LLC dba Merit Health Central Hospital, University of Mississippi Medical Center, Brentwood Behavioral Healthcare of MS, AMR Inc., and NAMI, MS. This agreement will clarify the collaborative roles and responsibilities of each entity with respect to evaluation, transport, admission, discharge, treatment and referrals of individuals in mental/behavioral health crisis as well as specify the roles and responsibilities for sustaining the CIT program and working relationship. The goal of the program is to reduce and/or eliminate the arrest and incarceration of people with mental illness by effectively linking them to appropriate mental health treatment with post discharge follow up.

II. Roles and Responsibilities

All law enforcement agencies listed above agree to:

- Identify and recruit law enforcement officers who are appropriate for CIT training.
- Designate one (1) CIT officer to serve as the CIT Coordinator/Contact for the department
- Document all CIT calls and send CIT reports to the CIT Coordinator at CIT@hbhs9.com within 24 hours of the CIT contact
- Work collaboratively with Hinds Behavioral Health Services' Mobile Crisis Response Team (M-cert) to assist individuals in crisis with assessment and referral in lieu of arrest when appropriate.
- Ensure that appropriate individuals are referred and/or transported to the local Crisis Stabilization Unit or, when appropriate, Merit Health Central Hospital OR University of Mississippi Medical Center acting as the CIT Single Points of Entry (SPE)
- Ensure that the individual being brought to the SPE by the CIT officer is not excessively violent or dangerous; (physical threat of death or injury to others)

Hinds Behavioral Health Services agrees to:

- Provide specialized mental health training to law enforcement officers during CIT training to equip them with de-escalation skills and knowledge of mental illness necessary to effectively respond to situations involving people in mental/behavioral health crisis.
- Provide emergency mobile response and consultation (M-cert) to assist the CIT officer with assessment and referral to an appropriate level of care for the individual in crisis.
- Provide mobile assessments on individuals in mental/behavioral health crisis as appropriate to assess need and level of care prior to initiating SPE admission
- Ensure that individuals referred to the single point of entry receive post-discharge follow up

Merit Health Central Hospital, University of Mississippi Medical Center and Brentwood Behavioral Healthcare of MS agree to:

- Serve a single point of entry for individuals identified by the CIT officer and/or M-cert team member as needing mental health evaluation, treatment and/or stabilization services.
- Accept referrals and/or admissions of individuals who are identified through the responding CIT officer and/or M-cert member as needing mental health evaluation, treatment, and/or crisis stabilization services.
- Work closely with the staff of Hinds Behavioral Health Services' M-cert and the CIT officers to ensure that any CIT referrals for admission are processed in a timely manner
- Work collaboratively with M-cert to ensure outpatient referrals are made for individuals brought in by CIT/M-cert to ensure a safe transition of the individual back into the community for follow up care.

AMR Inc. agrees to work closely with the CIT officers to ensure:

- Any individuals deemed to be in need of emergency mental health evaluation and/or stabilization services by the responding CIT officer and/or Mobile Crisis Response Team, be transported to one of the SPEs by AMR if they are unable to be transferred by the CIT officer for any reason.

National Alliance of Mental Illness agrees to work closely with Hinds Behavioral Health Services and Hinds county CIT officers to:

- Provide the family and/or peer perspective during CIT trainings
- Ensure planning and developing partnerships at the local level to promote CIT
- Provide awards and recognition to CIT officers and generate positive publicity for the program.

III. General Terms and Conditions of this agreement

- This agreement can be reviewed as often as all parties see fit.
- This agreement will remain in effect as long as all parties agree to follow the guidelines of the agreement.
- Any party may terminate this MOU upon written notice of termination to other parties.
- The initial term of this Agreement shall commence January 1, 2024, and shall expire December 31, 2024. Thereafter, this Agreement shall **automatically renew** for successive one (1) year terms commencing January 1 of each year and terminating December 31 of each year, unless terminated as hereinafter provided. Notwithstanding anything herein to the contrary, any party may terminate their participation in this agreement without cause and without liability for termination upon at least thirty (30) days written notice to the other parties. This Agreement may be terminated for cause by either party upon the default of the other party hereunder when such default continues for a period of ten (10) days after delivery of written notice of default to the defaulting party.

IV. Commitment to Partnership

- The collaborative service area includes Hinds County and all municipalities within.
- The partners agree to collaborate and provide mental health crisis stabilization/intervention and subsequent treatment to Hinds County citizens as appropriate.
- We the undersigned have read and agree with this MOU.
- endeavor and agree to work collaboratively emphasize treatment rather than incarceration of individuals with mental illness
- The individuals listed on the signature page are authorized to execute the MOU on behalf of their respective entities.

MOU for CIT Signatures:



Dr. Kathy Crockett
Executive Director
Hinds Behaviors Health Services



Vince Brummett
Chief Administrative Officer
Jackson HMA, LLC dba Merit Health Central Hospital

Dr. Mark E. Ladner

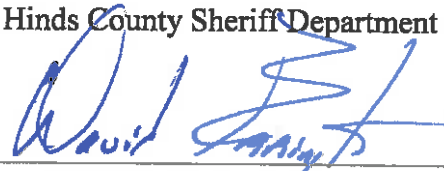
Vice Chair of Clinical Affairs
University of Mississippi Medical Center



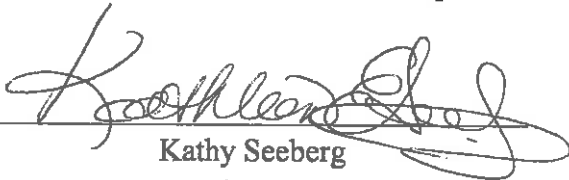
Sheriff Tyree Jones
Hinds County MS, on behalf of the
Hinds County Sheriff Department

Chief Joseph Wade

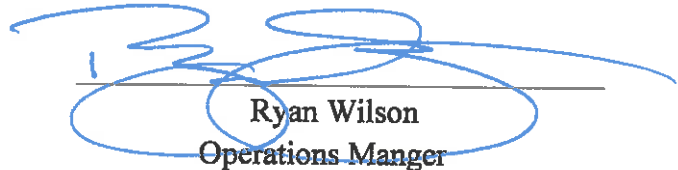
City of Jackson
On behalf of the Jackson Police Department



Chief David Earrington
City of Byram
On behalf of the of the Byram Police



Kathy Seeberg
Executive Director
National Alliance on Mental Illness Mississippi



Ryan Wilson
Operations Manger
American Medical Response, Inc.



Alison Land, FACHE, MHA, MBA
Chief Executive Officer
Brentwood Behavioral Healthcare of MS

Disclaimer: This agreement is not a legally binding contract and only represents an understanding of roles and participation between all parties involved in the Crisis Intervention Team program at Hinds Behavioral Health Services.

25

ORDER REVISING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET FOR THE CITY OF JACKSON POLICE DEPARTMENT

WHEREAS, Section 21-35-25 of the Mississippi Code authorizes the governing authorities of a municipality to transfer at any time during the fiscal year sums remaining and not needed in any fund or account to funds or accounts where needed by order to such effect entered upon their minutes; and

WHEREAS, the Jackson Police Department has identified funds in the amount of \$35,000 within the Other Service and Charges category and will transfer said amount to the Personal Service category within its budget to fulfill its financial portion of the redistributed salary for an assigned Deputy City Attorney.

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached; and

WHEREAS, the Jackson Police Department believes that revising its budget to transfer funds from the budgeted salaries account to other accounts to be used as stated promotes and serves public safety interests and

WHEREAS, the Jackson Police Department recommends that its fiscal year 2023 - 2024 budget be revised as follows:

Transfer From Account and Amounts
Other Service and Charges
002.90.700.6419 - \$35,000

Transfer to Accounts and Amount
Personal Service
002.90.700.6115 - \$35,000

WHEREAS, the Department of Administration has assessed the proposed amendment and determined that the revision does not exceed ten percent (10%) of the total amount appropriated and authorized to be expended in a particular fund or account and will not require publication.

IT IS HEREBY ORDERED that the Jackson Police Department's fiscal year 2023 - 2024 budget may be revised as set forth in this order.

IT IS HEREBY ORDERED the provisions of this order shall not be construed as negating the procurement requirements set forth in the state purchasing laws.

APPROVED FOR AGENDA:

Agenda Item # 25
April 9, 2024
By: WADE, LUMUMBA

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER REVISING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET FOR THE CITY OF JACKSON POLICE DEPARTMENT	
2.	Public Policy Initiative 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. CHANGES IN CITY GOVERNMENT	
3.	Who will be affected	JACKSON POLICE DEPARTMENT	
4.	Benefits		
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITYWIDE N/A	
7.	Action implemented by: ■ City Department ■ Consultant	JACKSON POLICE DEPARTMENT	
8.	COST	\$35,000	
9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other X	Transfer From 002.90.700.6419 - \$35,000 Transfer To 002.90.700.6115 - \$35,000	
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ 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: Monday, February 26, 2024

Re: Agenda Item Revising the 2023-2024 Municipal Budget for The Jackson Police Department

I am submitting an agenda item for approval to revise the 2023-2024 municipal budget for the Jackson Police Department. This revision is needed to fulfill the department's portion of the redistributed salary for the assigned Deputy City Attorney. The amount of funds to be transferred is \$35,000.


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

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING BUDGET OF THE JACKSON POLICE DEPARTMENT FOR FISCAL YEAR 2023-2024** is legally sufficient for placement in NOVUS Agenda.

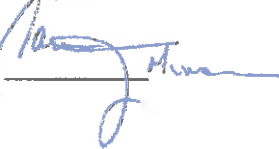


Drew Martin



Date

Carrie Johnson, Sr. Deputy City Attorney



26

OFFICE OF THE CITY CLERK
2/16/24

ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER A NON-OPERATIONAL 1999 FERRARA INFERNO PUMPER VEHICLE TO THE MISSISSIPPI DEPARTMENT OF CORRECTIONS - CENTRAL MISSISSIPPI CORRECTIONAL FACILITY (OWENS, LUMUMBA)

WHEREAS, Section 17-25-25 of the Mississippi Code of 1972, as amended, (Mississippi Code) authorizes municipal governing authorities to dispose of municipal personal property when said property has ceased to be used for public purposes or when, in the authority's judgment, a sale or transfer thereof would promote the best interests of the governing authority; and

WHEREAS, if such municipal property as the type described above would benefit another governing authority or state agency of the State of Mississippi, Section 17-25-25(6) of the Mississippi Code permits the transfer of said municipal property in accordance with Section 31-7-13(m)(vi) of the Mississippi Code; and

WHEREAS, Section 31-7-13(m)(vi) of the Mississippi Code authorizes municipal governing authorities to engage in intergovernmental transfers of vehicles to other governing authorities without competition at prices determined to be below market value if the transferor's governing authorities determine that such a transfer is in the best interests of the transferor's citizens; and

WHEREAS, the Jackson Fire Department was contacted by the Central Mississippi Correctional Facility's (CMCF) Fire Chief and informed that the CMCF did not have any operational fire engines for the Facility which spans over one hundred and seventy-one (171) acres and includes eighteen (18) housing units, ten (10) support buildings, and has approximately four thousand one hundred and thirty-one (4,131) offenders, including a separate facility that houses youthful offenders (offenders under the age of eighteen (18)); and

WHEREAS, to foster the spirit of teamwork between the City of Jackson and the State of Mississippi and to honor the fellowship of all the brave firefighters residing in the State of Mississippi, the JFD wishes to transfer, at no cost, a non-operational 1999 Ferrara Inferno Pumper Vehicle to the CMCF, to be repaired and made operational, used, and maintained by the CMCF Fire Chief and his staff/employees; and

WHEREAS, the Jackson Fire Department (JFD) has determined that a City owned 1999 Ferrara Inferno Pumper Vehicle is non-operational and has ceased to be used for public purposes and that a transfer of the vehicle to the CMCF, at no cost, would promote the best interests of the City of Jackson and its citizens and would be of great benefit to the CMCF, to wit:

Agenda Item # 26
April 9, 2024
(Owens, Lumumba)

Equipment Description: 1999 Ferrara Inferno Pumper
City Inventory Number: TK0531
VIN/Serial Number: 1F9404222XH140010

IT IS HEREBY ORDERED that the Mayor is authorized to execute any and all documents and/or agreements necessary to effectuate the transfer, at no cost, of the 1999 Ferrara Inferno Pumper, described in particular in the Order above, to the Mississippi Department of Corrections – Central Mississippi Correctional Facility.

ITEM NO. _____
Date: _____
BY: (OWENS, LUMUMBA)

Jackson Fire Department



555 South West St
Jackson, Mississippi 39201

Willie G. Owens
Director

MEMORANDUM

TO: Justin Powell
Deputy City Attorney

FROM: Chris Jones
Jackson Fire Department

DATE: February 7, 2024

RE: Agenda Item for October 10, 2023

Per your request, please find attached the Vehicle/Equipment deadline request with the make and model and serial number for the 1999 Ferrara Inferno Pumper and the Fair Market value sheet. I compared a 1998 Spartan Ferrara Pumper (sell price \$15,000) running truck to the City of Jackson 1999 Ferrara Pumper (non-operational truck). With that being said and in my opinion, I think the value of the truck should be no more than \$3,000 to \$5,000.

If you have any questions, or need additional information, please feel free to contact me at ext. 2042.



Vehicle/Equipment Deadline Request

Requested by:	Chris Jones
Equipment Description: (Model Year/Make/Model Type)	1999 FERRARA INFERNO - RUMPER
City Inventory Number:	TK-0531
Tag Number:	
VIN/Serial Number:	
Odometer Reading or Run Time Hours: (if non road use)	1F9404222XH140010
User Account Number:	
Purchase Account Number: (if different from above)	

Deadline Approval: Accepted Denied

Intended Disposition

<input type="checkbox"/>	1. Sell at auction	<input type="checkbox"/>	2. Keep for parts
<input type="checkbox"/>	3. Lost/Stolen (attach Police and Property Loss Report)	<input checked="" type="checkbox"/>	4. Other <u>Donate to MDOC</u>

Approval

Division Manager		1/2/24
	Signature	Date
Department Director	<u>Walter Brown</u>	1/2/24
	Signature	Date

Routing

Fleet Manager	<u>Chris Jones</u>	1-2-2024
	Signature	Date
Inventory Controller		
	Signature	Date

Return completed copies to the department, Inventory Controller and/or Fleet Manager

West's Annotated Mississippi Code

Title 17. Local Government; Provisions Common to Counties and Municipalities

Chapter 25. General Provisions Relating to Counties and Municipalities

Miss. Code Ann. § 17-25-25

§ 17-25-25. Disposal of personal property belonging to governing authority upon cessation of property used for public purpose

Currentness

- (1) **General.** The governing authority of a county or municipality may sell or dispose of any personal property or real property belonging to the governing authority when the property has ceased to be used for public purposes or when, in the authority's judgment, a sale thereof would promote the best interest of the governing authority. For purposes of this section, the term "personal property," includes, but is not limited to, equipment, vehicles, fixtures, furniture, firearms and commodities.
- (2) **Public sale.** At least ten (10) days before bid opening, the governing authority shall advertise its acceptance of bids by posting notices at three (3) public places located in the county or municipality that the governing authority serves. One (1) of the three (3) notices shall be posted at the governing authority's main office. The governing authority may designate the manner by which the bids will be received, including, but not limited to, bids sealed in an envelope, bids made electronically or bids made by any other method that promotes open competition. The proceeds of the sale shall be placed in a properly approved depository to the credit of the proper fund.
- (3) **Private sale.** Where the personal property does not exceed One Thousand Dollars (\$1,000.00) in value, the governing authority, by a unanimous approval of its members, may sell or dispose of the property at a private sale. The proceeds of the sale shall be placed in a properly approved depository to the credit of the proper fund.
- (4) **Public auction.** The governing authority of a county or municipality may sell or dispose of any surplus personal or real property at a public auction that shall be conducted by an auctioneer or auction company that meets the standards established by the State Department of Audit and is hired by the governing authority of a county or municipality.
- (5) If the governing authority finds that the fair market value of the personal property or real property is zero and this finding is entered on the minutes of the authority, then the governing authority may dispose of such property in the manner it deems appropriate and in its best interest, but no official or employee of the governing authority shall derive any personal economic benefit from such disposal.
- (6) If the property may be of use or benefit to any federal agency or authority, another governing authority or state agency of the State of Mississippi, or a state agency or governing authority of another state, it may be disposed of in accordance with Section 31-7-13(m)(vi).

(7) Nothing contained in this section shall be construed to prohibit, restrict or to prescribe conditions with regard to the authority granted under Section 17-25-3 or under Section 37-7-551. The provisions of this section shall not apply to any equipment disposed of pursuant to trade-in as part of a purchase.

Credits

Added by Laws 2012, Ch. 499, § 1, eff. July 1, 2012. Amended by Laws 2013, Ch. 364 (H.B. No. 394), § 1, eff. July 1, 2013; Laws 2015, Ch. 339 (H.B. No. 662), § 3, eff. July 1, 2015.

Notes of Decisions (6)

Miss. Code Ann. § 17-25-25, MS ST § 17-25-25

The Statutes and Constitution are current with laws from the 2024 First Extraordinary Session effective through January 22, 2024. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

End of Document

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(k) **Governing authority emergency purchase procedure.** If the governing authority, or the governing authority acting through its designee, shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, then the provisions herein for competitive bidding shall not apply and any officer or agent of such governing authority having general or special authority therefor in making such purchase or repair shall approve the bill presented therefor, and he shall certify in writing thereon from whom such purchase was made, or with whom such a repair contract was made. At the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority. Purchases under the grant program established under Section 37-68-7 in response to COVID-19 and the directive that school districts create a distance learning plan and fulfill technology needs expeditiously shall be deemed an emergency purchase for purposes of this paragraph (k).

(l) **Hospital purchase, lease-purchase and lease authorization.**

(i) The commissioners or board of trustees of any public hospital may contract with such lowest and best bidder for the purchase or lease-purchase of any commodity under a contract of purchase or lease-purchase agreement whose obligatory payment terms do not exceed five (5) years.

(ii) In addition to the authority granted in subparagraph (i) of this paragraph (l), the commissioners or board of trustees is authorized to enter into contracts for the lease of equipment or services, or both, which it considers necessary for the proper care of patients if, in its opinion, it is not financially feasible to purchase the necessary equipment or services. Any such contract for the lease of equipment or services executed by the commissioners or board shall not exceed a maximum of five (5) years' duration and shall include a cancellation clause based on unavailability of funds. If such cancellation clause is exercised, there shall be no further liability on the part of the lessee. Any such contract for the lease of equipment or services executed on behalf of the commissioners or board that complies with the provisions of this subparagraph (ii) shall be excepted from the bid requirements set forth in this section.

 (m) **Exceptions from bidding requirements.** Excepted from bid requirements are:

(i) **Purchasing agreements approved by department.** Purchasing agreements, contracts and maximum price regulations executed or approved by the Department of Finance and Administration.

(ii) **Outside equipment repairs.** Repairs to equipment, when such repairs are made by repair facilities in the private sector; however, engines, transmissions, rear axles and/or other such components shall not be included in this exemption when replaced as a complete unit instead of being repaired and the need for such total component replacement is known before disassembly of the component; however, invoices identifying the equipment, specific repairs made, parts identified by number and name, supplies used in such repairs, and the number of hours of labor and costs therefor shall be required for the payment for such repairs.

(iii) **In-house equipment repairs.** Purchases of parts for repairs to equipment, when such repairs are made by personnel of the agency or governing authority; however, entire assemblies, such as engines or transmissions, shall not be included in this exemption when the entire assembly is being replaced instead of being repaired.

(iv) **Raw gravel or dirt.** Raw unprocessed deposits of gravel or fill dirt which are to be removed and transported by the purchaser.

(v) **Governmental equipment auctions.** Motor vehicles or other equipment purchased from a federal agency or authority, another governing authority or state agency of the State of Mississippi, or any governing authority or state agency of another state at a public auction held for the purpose of disposing of such vehicles or other equipment. Any purchase by a governing authority under the exemption authorized by this subparagraph (v) shall require advance authorization spread upon the minutes of the governing authority to include the listing of the item or items authorized to be purchased and the maximum bid authorized to be paid for each item or items.

☆ (vi) **Intergovernmental sales and transfers.** Purchases, sales, transfers or trades by governing authorities or state agencies when such purchases, sales, transfers or trades are made by a private treaty agreement or through means of negotiation, from any federal agency or authority, another governing authority or state agency of the State of Mississippi, or any state agency or governing authority of another state. Nothing in this section shall permit such purchases through public auction except as provided for in subparagraph (v) of this paragraph (m). It is the intent of this section to allow governmental entities to dispose of and/or purchase commodities from other governmental entities at a price that is agreed to by both parties. This shall allow for purchases and/or sales at prices which may be determined to be below the market value if the selling entity determines that the sale at below market value is in the best interest of the taxpayers of the state. Governing authorities shall place the terms of the agreement and any justification on the minutes, and state agencies shall obtain approval from the Department of Finance and Administration, prior to releasing or taking possession of the commodities.

(vii) **Perishable supplies or food.** Perishable supplies or food purchased for use in connection with hospitals, the school lunch programs, homemaking programs and for the feeding of county or municipal prisoners.

(viii) **Single-source items.** Noncompetitive items available from one (1) source only. In connection with the purchase of noncompetitive items only available from one (1) source, a certification of the conditions and circumstances requiring the purchase shall be filed by the agency with the Department of Finance and Administration and by the governing authority with the board of the governing authority. Upon receipt of that certification the Department of Finance and Administration or the board of the governing authority, as the case may be, may, in writing, authorize the purchase, which authority shall be noted on the minutes of the body at the next regular meeting thereafter. In those situations, a governing authority is not required to obtain the approval of the Department of Finance and Administration. Following the purchase, the executive head of the state agency, or his designees, shall file with the Department of Finance and Administration, documentation of the purchase, including a description of the commodity purchased, the purchase price thereof and the source from whom it was purchased.

Jackson Fire Department
 555 South West St
 Jackson, Mississippi 39201



Chokwe A. Lumumba
 Mayor of the City of Jackson

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ALLOW THE CITY OF JACKSON FIRE DEPARTMENT TO DONATE FERRARA FIRE APPARATUS TO RANKIN COUNTY CORRECTIONAL FACILITY
2.	Purpose	Donation
3.	Who will be affected	Rankin County Correctional Facility
4.	Benefits	
5.	Schedule (beginning date)	Upon approval by Council
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Fire Department
8.	COST	\$1
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	
10	EBO participation	ABE _____% WAIVER yes ___ no N/A _____ AABE _____% WAIVER yes ___ no N/A _____ WBE _____% WAIVER yes ___ no N/A _____ HBE _____% WAIVER yes ___ no N/A _____

Jackson Fire Department
555 South West St
Jackson, Mississippi 39201



Chokwe A. Lumumba
Mayor of the City of Jackson

		NABE _____%	WAIVER	yes	no
		_____ N/A _____			

Jackson Fire Department
555 South West St
Jackson, Mississippi 39201



Chokwe A. Lumumba
Mayor of the City of Jackson

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Willie G. Owens, Fire Chief
Jackson Fire Department

DATE: September 25, 2023

RE: Agenda Item for October 10, 2023

The attached agenda item is to request approval for the Jackson Fire Department to donate a Ferrara Fire Apparatus to Rankin County Correctional Facility.

If you have any questions, or need additional information, please feel free to contact me at x2310

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 CITY OF JACKSON TO TRANSFER A NON-OPERATIONAL 1999 FERRARA INFERNO PUMPER VEHICLE TO THE MISSISSIPPI DEPARTMENT OF CORRECTIONS- CENTRAL MISSISSIPPI CORRECTIONAL FACILITY is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *Interim* City Attorney
Justin Powell, Deputy City Attorney JP 2/16/24

2/16/24
Date

27

OFFICE OF THE CITY ATTORNEY
3/21/24

ORDER APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH SUNBELT FIRE INC TO PERFORM REQUIRED SELF-CONTAINED BREATHING APPARATUS FIT TESTING FOR THE JACKSON FIRE DEPARTMENT (OWENS, LUMUMBA)

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); therefore

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; and

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.

ITEM NO. 27
DATE: April 9, 2024
BY: (OWENS, LUMUMBA)

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Willie Owens, Fire Chief
DATE: February 20, 2024
RE: Jackson Firefighters to be fit tested for G1 face pieces

The Jackson Firefighters are needing to be fit tested for G1 face pieces face masks utilizing other professional services

If you have any questions or concerns, please let me know.

WO/at

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS																																																		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUTSOURCE SCBA FIT TEST FOR JACKSON FIRE FIGHTERS																																																		
2.	Purpose	SCBA Fit Test																																																		
3.	Who will be affected	City of Jackson																																																		
4.	Benefits	To provide exceptional emergency response to citizens and visitors.																																																		
5.	Schedule (beginning date)	Upon approval by Council																																																		
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 																																																			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Fire Department																																																		
8.	COST	\$7,270.00																																																		
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.441.20- 6419																																																		
10	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">ABE</td> <td style="width: 30%; text-align: center;">_____ %</td> <td style="width: 30%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">N/A</td> <td></td> <td></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																																																
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_____	N/A																																																			



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
SUNBELT FIRE INC	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	1107014
Status:	Good Standing
Effective Date:	12/13/2016
State of Incorporation:	AL
Principal Office Address:	8050 McGowin Street Fairhope, AL 36532

Registered Agent

Name
William C Gho 134 Camden Lake Drive Madison, MS 39110

Officers & Directors

Name	Title
Thomas E. McLendon III 8050 McGowin Drive Fairhope, AL 36532	Director, Chairman
Sarah P McLendon 8050 McGowin Drive Fairhope, AL 36532	Assistant Treasurer
Slade M McLendon Junior 500 Myrtle Ave Fairhope, AL 36532	Chief Executive Officer



8050 McGowin Dr.
 Fairhope, AL 36532
 Phone (800) 642-8484
 Fax (251) 928-9933

Quote

013024B

ship to: **City of Jackson Fire Dept.**
 Name **Ellot Holmes**
 Address **555 S. West St.**
 City **Jackson** State **MS** ZIP **39205**
 Phone _____

Misc
 Date **1/30/2024**

Qty	Description	unit	Price
260	JACKSON FIREFIGHTERS TO BE FIT TESTED FOR G1 FACE PIECE ONLY	\$25.00	\$6,500.00
1	TRAVEL CHARGE 3 Days if everyone comes through central station and tech does not have to travel to other stations	\$720.00	\$720.00
1	SHOP FEE-cleaning materials used to clean between firefighters on face pieces.	\$	50.00

SubTotal **\$7,270.00**

Shipping

Tax Rate(s)

0.00%

\$

-

0.00%

\$

-

TOTAL

Sales Rep **Kathy Hall**
 Phone **800-642-8484 Ext-306**
 Cell **251-513-3111**
 email khall@sunbeltfire.com

Office Use Only

If you have questions please let me know and thank you.

"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"



Mississippi Center for Emergency Services
 Public Safety Support Division
 2500 North State Street • Jackson, Mississippi 39216
 Phone: 601.815.6050 • Fax: 601.984.4504
 publicsafetysupport@umc.edu

QUOTE

TO Elliott Holmes
 Deputy Chief
 Jackson Fire Department

February 1, 2024

MARK SELECTION	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
x	SCBA Mask Fit Test	260	x \$45.00	11,700. ⁰⁰
	For G1 Face Piece Only			
	Travel Expenses Will be Calculated per DFA Guidelines if Outside Central Mississippi			
	Travel – Local Area (Jackson, MS)			\$0.00
			Total	\$11,700.⁰⁰

If you have any questions concerning this quotation:
 Tiffany Garrett, RN, BSN
 Medical Support Coordinator
 O: 601-815-9985, C: 210-913-2291

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

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

This ORDER APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH SUNBELT FIRE INC TO PERFORM REQUIRED SELF-CONTAINED BREATHING APPARATUS FIT TESTING FOR THE JACKSON FIRE DEPARTMENT (OWENS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin
Drew Martin, City Attorney
Justin Powell, Deputy City Attorney JP 3/7/24

3/12/24
Date

28

OFFICE OF THE CITY ATTORNEY
D. J. [Signature]
4/2/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SUPPORT RENEWAL NOTICE WITH RICOH USA, INC. FOR A ONE-YEAR LICENSE FOR THE WEBCRD DIGITAL WORKFLOW SOLUTION AND SOFTWARE MAINTENANCE AGREEMENT TO BE USED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY, OFFICE OF PUBLICATIONS.

WHEREAS, on January 10, 2017, the governing authorities of the city of Jackson authorized the Mayor to execute an agreement with Ricoh Corporation for the purchase of WebCRD Software Maintenance; and

WHEREAS, since 2017, the Department of Information Technology, Office of Publications has relied on this software, including the maintenance support, to provide document automation for employees to submit a request for printing and supplies for the Office of Publications; and

WHEREAS, the current WebCRD software license and maintenance support will terminate on March 27, 2024; and

WHEREAS, the Office of Publications desires to purchase the one-year WebCRD Workflow Solution Software and Maintenance support, which is simply a renewal of existing software within the city; and

WHEREAS, the Office of Publications utilizes the software for automating the process for the city's in-house printing; and

WHEREAS, it is the Department of Information Technology's representation that WebCRD is a web-to-print software, which is a web-based service and is not subject to the mandates of Mississippi Code Annotated Section 31-7-13; and

WHEREAS, Ricoh USA, Inc. submitted a Ricoh Support Renewal Notice setting forth the following:

VPN	Quantity	Price	Extended Price
WebCRD Pro License	1	\$5,553.90	\$5,553.90
WebCRDPro Additional PDEF	1	\$678.81	\$678.81
WebCRDDynamics Desktop	1	\$1,666.17	\$1,666.17
FusionPro VDP Creator	1	\$217.80	\$217.80
LDAP Module	1	\$1,131.35	\$1,131.35
SurePDF	1	\$555.39	\$555.39
Virtual Server Image	1	\$479.16	\$479.16
Total:			\$10,282.58

WHEREAS, the Department of Information Technology, Office of Publications examined the cost and the benefit of said software and recommends that the governing authority for the city

Agenda Item # 28
April 9, 2024
(Reid, Lumumba)

authorize the Mayor to execute the Ricoh Support Renewal Notice for the WebCRD Workflow Solution Software; and

WHEREAS, furthermore, the Office of Publications recommends that the Mayor be authorized to renew the WebCRD maintenance software at a cost not to exceed Ten Thousand Two Hundred Eighty-Two Dollars and Fifty-Eight Cents (\$10,282.58) that will renew on March 27, 2024, through March 26, 2025; and

IT IS ORDERED, that the Mayor is authorized to execute the Ricoh Support Renewal Notice and is authorized to pay for said software and support in an amount not to exceed Ten Thousand Two Hundred Eighty-Two Dollars and Fifty-Eight Cents (\$10,282.58), which will renew on March 27, 2024, through March 26, 2025.


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
S.M.

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A SUPPORT RENEWAL NOTICE WITH RICOH USA, INC., FOR A ONE (1) YEAR LICENSE FOR THE WEBCRD DIGITAL WORKFLOW SOLUTION AND SOFTWARE MAINTENANCE AGREEMENT TO BE USED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY, OFFICE OF PUBLICATIONS is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Deputy City Attorney 



Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


DATE: February 26, 2024

POINTS		COMMENTS																														
1.	Brief Description/Purpose	To purchase WebCRD Workflow Solution Software Maintenance used in the automation of the City's in-house printing facility. All city forms and supplies handled through the Office of Publications will be automated and inventoried to meet supply and demand.																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 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 	Changes in City Government Quality of Life																														
3.	Who will be affected	All Departments within City Government																														
4.	Benefits	Cost savings and efficiency to City Government																														
5.	Schedule (beginning date)	March																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide 300 North State Street Jackson, Mississippi 39201																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Information Technology Office Of Publications																														
8.	COST	10,282.58																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Technology Fund – Account number 004.904.00.6464																														
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <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%;">no ___</td> <td style="width: 35%;">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 _____
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WBE	_____ %	WAIVER	yes ___	no ___	N/A _____																											
HBE	_____ %	WAIVER	yes ___	no ___	N/A _____																											
NABE	_____ %	WAIVER	yes ___	no ___	N/A _____																											



INFORMATION TECHNOLOGY
Office of Publications

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid 
Director, Information Technology
Sheila Williams Sheriff
Manager, Office of Publications

Date: Friday, February 23, 2024

Re: WEBCRD Maintenance Renewal

The attached documents are for the renewal of the WEBCRD Workflow Solution Software Maintenance. This software provides document automation for city employees to submit a request for printing and supplies for the Office of Publications. I am requesting your signature to continue the automatic yearly renewal which was approved by council on January 10, 2017.

The cost of the renewal was \$9,498.50.

The rate for this year is \$10,282.58; we're asking for the approval to continue the automatic yearly renewal at a cost not to exceed \$12,000.00 unless advance notice is given by the City.

Respectfully,



Dr. Muriel Reid, Director
Information Technology

8200025317

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS

(applicable to equipment rental transactions)

MS Department of
Public Safety

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Public Safety (hereinafter referred to as Customer), and Ricoh USA, Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. -payment: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This 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 said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name Carla Freeman
Title Vice-President of Sales
Address 385-A Highland Colony Parkway, #130
City, State, & Zip Code
Ridgeland, MS 39157

For the Customer:

Name Donnell Berry
Title Colonel, MHSP
Address 1900 Woodrow Wilson Avenue
City, State, & Zip Code
Jackson, MS 39216

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any law,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) if either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal 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 federal government to provide funds or of the State of Mississippi 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, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both -- in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2014

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 22nd day of December, 2014.

Vendor: Ricoh USA, Inc.


By: 
Authorized Signature

Printed Name: Forrest Darwin

Title: Regional Services Portfolio Manager

Witness my signature this the 23 day of December, 2014.

Customer: Mississippi Department of Public Safety

By: 
Authorized Signature

Printed Name: A. Santa Cruz

Title: Commissioner - DPS

Revised Date:

February 2014

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: Ricoh USA, Inc.
 Customer Agency Name: MS Department of Public Safety
 Bill to Address: P.O. Box 958
Jackson, MS 39205
 Ship to Address: 1900 E Woodrow Wilson Ave
Print Shop
Jackson, MS 39216
Contact: Timeka Wardell (601)9871396

*Rental
 cost.*

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
<u>1 Ricoh Pro C751EX</u>	<u>\$9,024.52 /Month</u>
<u>1 Duplo DC616 Pro Slitter/Cutter/Creaser</u>	
<u>1 Duplo DF980</u>	
<u>1 Ricoh Pro 7110X Printers w/Production Booklet Maker</u>	
<u>Black & White per copy/print - to be billed monthly as used</u>	<u>\$.0080 / each</u>
<u>Color per copy/print - to be billed monthly as used</u>	<u>\$.039 / each</u>
<u>Network Connection Fee</u>	<u>Included</u>
<u>set-up, delivery, training</u>	<u>Included</u>
<u>RSA Web CRD, Installation, training & maintenance & Support</u>	<u>Included</u>

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 Months

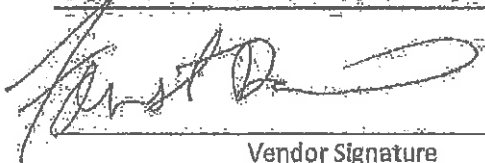
Start Date: February 1, 2015 ^{to} April 1, 2015 ^{to}

End Date: January 31, 2020 ^{to} March 31, 2020 ^{to}

Modifications:

Solicitation # is for billing purposes only. State of Mississippi Rental Agreement

Replaces: 2 Ricoh Pro C720's, 1 Duplo 615, 1 Duplo 920



Vendor Signature



Customer Signature

City of Jackson



CONTRACTS

Contract: 2021063
 Vendor: RICOH USA INC (300572)
 Status: POSTED (8)
 Contract method: Encumbered Accounts
 Dept/Loc: INFORMATION SYSTEMS (40600)
 Bid/RFP:
 Project:

Remit: 0

Printed: N
 To Be Rolloled: Y
 Require PO for Payment: N

Fiscal Yr/period: 2021 06
 Description: webcrd workflow solution soft. & maint. Agreement

Type: Encumbered
 Subtype:
 Review code:
 Administrator: cwatkins - Crystal Watkins
 Workflow: None
 Ceiling Notification Percent: 0.00

Dates:
 Entered: 03/12/2021 Entered By: Crystal Watkins
 Awarded:
 Approved:

Renewal action:
 Extended through: 02/18/2021
 Estimated start: 02/18/2028
 Estimated end: 03/12/2021 Times Modified: 0
 Modified:

Retainage:
 Bonds in Lieu: N
 Recalculate cap amount with change orders: Y
 Recalculate retainage differences with change orders and payments: Y
 Cap: 0.00
 Retained to date: 0.00
 Liquidated: 0.00
 Permanently withheld: 0.00

Contract Completion Starting Percent	Contract Completion Ending Percent	Percent to Retain
0.000	100.000	0.000

TOTALS:
 Original: 73,100.00 Liquidated Amt: 0.00
 Revised: 73,100.00 Encumb balance: 73,100.00
 Open Req: 0.00
 Open PO: 0.00
 Expended: 0.00
 Available: 73,100.00

Accounts:
 Year Account Revised Amount Available Amount

City of Jackson

CONTRACTS

1 2021 00490400-6464-

73,100.00

73,100.00

** END OF REPORT - Generated by Crystal Watkins **




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 MAYOR TO EXECUTE AN AGREEMENT WITH RICOH CORPORATION FOR THE PURCHASE OF WEBCRD DIGITAL WORKFLOW SOLUTION SOFTWARE AND MAINTENANCE AGREEMENT TO BE USED BY THE DEPARTMENT OF ADMINISTRATION OFFICE OF PUBLICATIONS DIVISION is legally sufficient for placement in NOVUS Agenda.



Carrie Johnson
Carrie Johnson, Special Assistant to the City Attorney
Roslyn Griffin, Deputy City Attorney 

12/21/04

DATE

OFFICE OF THE CITY ATTORNEY
12/21/04
12/21/04

OFFICE OF THE CITY ATTORNEY
[Signature]
 12/11/10

ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH RICOH CORPORATION FOR THE PURCHASE OF WEBCRD DIGITAL WORKFLOW SOLUTION SOFTWARE AND MAINTENANCE AGREEMENT TO BE USED BY THE DEPARTMENT OF ADMINISTRATION OFFICE OF PUBLICATIONS DIVISION.

WHEREAS, Office of Publications Division desires to purchase WebCRD Workflow Solution Software with Maintenance Agreement; and

WHEREAS, the referenced software is used for automating the process for the City's in-house printing; and

WHEREAS, it is a web hosted system that provides document automation and application tracking; and

WHEREAS, Ricoh has proposed a one-year initial maintenance agreement and will provide for annual maintenance on software,

WHEREAS, the cost benefits have been analyzed and the purchase and execution of the maintenance agreement for the WebCRD Workflow Solution Software is recommended

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute all necessary documents with Ricoh, providing for the purchase of the WebCRD Workflow Solution Software and the Maintenance Agreement at a cost of \$73,100.00.

IT IS FURTHER ORDERED, that authorization be granted for automatic renewal of the WebCRD Workflow Solution Software maintenance on an annual basis after the initial 1 year, at a cost of \$9,600.00, unless advance notice is given by the City.

APPROVED FOR AGENDA:

<u>DEPARTMENT</u>	<u>Initials</u>	<u>Date</u>
Division Manager	_____	_____
Deputy Director	_____	_____
Director	_____	_____
Finance	_____	_____
Budgeted Y ___ N ___	Acct # <u>Fund 4 account 904006231 WebCRD</u>	
	Acct # <u>Fund 4 account 904006464 Maintenance</u>	
EBO	_____	_____
Legal	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

Item # _____
Agenda Date: _____
By: (DAY, YARBER)

Department of Administration



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

To: Mayor Tony T. Yarber

From: Michelle Battee-Day, Interim Director *MBD*
Fredrick Wilson, Acting Deputy Director

Date: Monday, December 12, 2016

Re: Purchase and Maintenance of WebCRD Workflow Solution Software

The attached documents are for the purchase and maintenance of WebCRD Workflow Solution Software.

This software provides document automation for city employees to submit all requests to the Office of Publications for their printing and supply needs. Various components of this software will allow the following:

- Storefront solution to allow employees to submit order and view print tickets electronically
- Automation of mass mail-outs for distribution without going through a third party vendor
- Employees can access a virtual portal where they can view documents by their department
- Employees will be able to change information on certain templates for their department; therefore speeding up the process time.
- Allows budgetary approval or denial for departmental spending, etc.,

The purchase of this software will enhance the daily operations of the Office of Publications by providing economical and efficient services to all city departments.

The purchase of this software is \$63,500.00 with a premium annual maintenance renewal of \$9,600.00 after 1 year.

Respectfully,

MBD/FW
(SWS)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

012/12/17
DATE

POINTS	COMMENTS
1. Brief Description/Purpose	To purchase WebCRD Workflow Solution Software and Maintenance used in the automation of the City's in-house printing facility. All city forms and supplies handled through the Office of Publications will be automated and inventoried to meet supply and demand.
2. Public Policy Initiative 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	Changes in City Government Quality of Life
3. Who will be affected	All Departments
4. Benefits	Cost Savings to City Government
5. Schedule (beginning date)	ASAP
6. Location: <input type="checkbox"/> WARD <input checked="" type="checkbox"/> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide 300 North State Street (Basement) Jackson, Mississippi 39201
7. Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Department of Administration Office Of Publications
8. GOST	\$73,100
9. Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input checked="" type="checkbox"/> Other	TECHNOLOGY FUND: The amount for the WebCRD Workflow Solution Software (\$63,500.00) should be taken from Fund 4 account 904006231; and 1 maintenance renewal (\$9,600.00) should be taken out of Fund 4 account 904006464
10. EBO participation	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 _____

RICOH

Ricoh
Production
Printing

DATE: OCTOBER 24, 2016

Ricoh USA, Inc
385-A Highland Colony Pkwy, Suite 130
Ridgeland, MS 39157
(601)605-8196

Main Contacts:
Laurie Akins 601-497-5546
Laurie.akins@ricoh-usa.com

Alfred Emerson 601-842-1003
Alfred.emerson@ricoh-usa.com

TO **City of Jackson - Office of Publications**
800 North State Street
Eudora Welby Library - Basement
Jackson, MS 39201
Attn: Sheila Williams-Sheriff

RICOH

State of Mississippi

Purchase

Schedule B

Contract # 100012365

Ricoh Master Pricing Agreement

Ricoh Product Code EDP	Ricoh Equipment and Options Prices Per Unit	Contract Equipment Purchase Price
RSA		
	VM Image	
HW-228-PS1	Virtual Server Image	2,000.00
HW-228-1-PS1	Virtual Server Image - Annual 1x5 Premium Support	400.00
WEBCRD		
WCRD-100-8-PS1	WebCRD Base - Remote Installation & Training Fee	3,500.00
WCRD-105-PS1	WebCRD Pro License (Includes 2 PDEFs)	19,000.00
WCRD-105-1-PS1	WebCRD Pro License - Annual 1x5 Premium Support	4,245.75
WCRD-105-8-PS1	PS - Installation and training	8,000.00
WCRD-120-PS1	WebCRD Pro - Additional PDEF (Per Printer Definition)	3,000.00
WCRD-120-1-PS1	WebCRD Pro - Additional PDEF - Annual 1x5 Premium Support	800.00
WCRD-205-1-PS1	WebCRD SurePDF Client License - Annual 1x5 Premium Support	500.00
WCRD-205-8-PS1	WebCRD SurePDF Client License - Implementation Fee	1,500.00
WCRD-213-PS1	WebCRD Dynamics Desktop (Requires PC & FusionPro Desktop)	7,100.25
WCRD-213-1-PS1	WebCRD Dynamics Desktop Module - Annual 1x5 Premium Support	1,250.00
WCRD-213-8-PS1	WebCRD Dynamics Desktop Module - Implementation Fee	3,000.00
WCRD-214-PS1	FusionPro Desktop License (Per License)	785.00
WCRD-214-1-PS1	FusionPro Desktop License (Per License) - Annual 1x5 Premium Support	159.00
WCRD-300-PS1	WebCRD Enterprise Authentication Module (LDAP)	3,450.00
WCRD-300-1-PS1	WebCRD Enterprise Authentication Module - Annual 1x5 Premium Support	1,000.00
WCRD-300-8-PS1	WebCRD Enterprise Authentication Module - Implementation Fee	1,500.00
WCRD-300-8-PS1	WebCRD Enterprise Authentication Module - Implementation Fee	1,500.00
City of Jackson Total Proposed Purchase		\$63,500.00
State Contract Total Purchase Price		\$73,454.00
Discount from State Contract		\$9,954.00

quote is less than state k,
but state k was expired (4/30/15)

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 3808 TO 4225 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 3808 to 4225 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$261,073.71 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		1,972,690.66
PARKS & RECR FUND		59,392.58
LANDFILL FUND		12,290.87
SENIOR AIDES		1,889.67
WATER/SEWER OPER & MAINT		186,698.84
PAYROLL FUND		852.00
PAYROLL	261,073.71	
EARLY CHILDHOOD		29,017.13
HOUSING COMM DEV		6,205.37
TITLE III AGING PROGRAMS		3,766.19
AMERICORP CAPITAL CITY REBUILD		11,158.60
TRANSPORTATION FUND		6,026.26
T-WARNER PA/GA FUND		4,164.36
SAMSHA		3,011.03

TOTAL **\$2,297,163.56**

Council Member Stokes moved adoption; Council Member Tillman seconded.

Yeas- Barrett-Simon, Foote, Stamps, Stokes and Tillman.

Nays- None.

Absent- Hendrix and Priester.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RICOH CORPORATION FOR THE PURCHASE OF WEBCRD DIGITAL WORKFLOW SOLUTION SOFTWARE AND MAINTENANCE AGREEMENT TO BE USED BY THE DEPARTMENT OF ADMINISTRATION, OFFICE OF PUBLICATIONS DIVISION.

WHEREAS, Office of Publications Division desires to purchase WebCRD Workflow Solution Software with Maintenance Agreement; and

WHEREAS, the referenced software is used for automating the process for the City's in-house printing; and

WHEREAS, it is a web hosted system that provides document automation and application tracking; and

WHEREAS, Ricoh has proposed a one-year initial maintenance agreement and will provide for annual maintenance on software; and

WHEREAS, the cost benefits have been analyzed and the purchase and execution of the maintenance agreement for the WebCRD Workflow Solution Software is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute all necessary documents with Ricoh, providing for the purchase of the WebCRD Workflow Solution Software and the Maintenance Agreement at a cost of \$73,100.00.

IT IS FURTHER ORDERED that authorization be granted for automatic renewal of the WebCRD Workflow Solution Software maintenance on an annual basis after the initial 1 year, at a cost of \$9,600.00, unless advance notice is given by the City.

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

Yeas- Barrett-Simon, Foote, Stamps, Stokes and Tillman.

Nays- None.

Absent- Hendrix and Priester.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM.

WHEREAS, the City of Jackson purchased Kronos software from Immix Technology, Inc.; and

WHEREAS, the City of Jackson uses the Kronos software for its timekeeping system; and

WHEREAS, the maintenance agreement for the Kronos software expires on June 25, 2017 and will need to be renewed; and

WHEREAS, the cost of renewal is \$93,370.99; and

WHEREAS, Immix Technology, Inc., is the sole provider of Kronos maintenance support; and

WHEREAS, the maintenance needs for this system have been analyzed and the purchase of maintenance for this system is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a maintenance agreement with Immix Technology, Inc., at a cost of \$93,370.99 for the period beginning on the last date of execution by both parties and lasting through June 25, 2018.

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

Yeas- Barrett-Simon, Foote, Stamps, Stokes and Tillman.

Nays- None.

Absent- Hendrix and Priester.



INFORMATION TECHNOLOGY
Office of Publications

DATE April 5, 2023

RE: WebCRD Yearly Renewal

Please process INVOICE 1096682148 for the annual renewal for WebCRD Workflow Solution Software Maintenance. The contract number is 2021063. Please let me know if you need additional information.

Respectfully,

Sheila Williams-Sheriff
Sheila Williams-Sheriff, Manger

Contracts Central webcrd
Back Refresh Advanced Search My Searches Excel Email Attach Contract

2021063 WebCRD Workflow Solution Soft. & Maint. Agreement
INFORMATION SYSTEMS, RICOH USA, INC

Totals		Dates	
Original	73,100.00	Entered	03/12/2021
Revised	73,100.00	Estimated Start	02/18/2021
Open Req	0.00	Est. Completion	02/16/2028
Open PO	0.00	Initial Expiration	
Expended	18,997.00	Renewal Action	
Available	54,103.00	Extended Through	

INVOICES PURCHASE ORDERS REQUISITIONS CHANGE HISTORY APPROVERS TERMS LIENS

No Requisition records found.



INVOICE

Ricoh USA, Inc Attn: Customer Administration
300 Eagleview Blvd, Exton PA US 19341

Ricoh will enforce late fees per the terms & conditions of your agreement.

CITY OF JACKSON
ATTN: ACCOUNTS PAYABLE
FINANCE DEPT
PO BOX 17
JACKSON MS 39205-0017

Invoice Number	Invoice Date
1096682148	03/31/2023
Terms	Due Date
30 NET	04/30/2023
Customer Number	Purchase Order Number
2087626	Sheila Williams-Sheriff
Federal ID	DUNS#
23-0334400	04-396-4519

We appreciate your business.
For any questions, please contact us by visiting my.ricoh-usa.com and using Click to Chat or call us at 1-888-456-6457 to order additional products, supplies, services or to submit meter reads

For details on Ricoh's EPEAT and environmental initiatives, visit www.ricoh-usa.com/environment. Ricoh has posted to its website take back, recycling, paper content, reporting and design information for its imaging equipment/ Toner Containers/ packaging to meet EPEAT criteria. None of the returned material goes to landfill or incineration.

Equipment Details	QTY / UOM / Unit Price	Amount	Sales Tax	Total
Order number: 103385393				
Delivery Address: CITY OF JACKSON 353 S CONGRESS ST JACKSON MS 39201-4702				
WCRD-105-1RNWL-PS1 / [OOD]RSA WEBCRD PRO LICENSE - ANNUAL 1X5 PREMIUM SUPPORT - RENEWAL Mfg/Config Serial # / SW3946909 RSA Support - Start: 03/27/23 End: 03/28/24	1 EA @ 5,142.5000	5,142.50	0.00	5,142.50
RD-120-1RNWL-PS1 / [OOD]RSA WEBCRD PRO - ADDITIONAL PDEF - ANNUAL 1X5 PREMIUM SUPPORT - RENEWAL Mfg/Config Serial # / SW3946910	1 EA @ 617.1000	617.10	0.00	617.10
WCRD-213-1RNWL-PS1 / [OOD]RSA WEBCRD DYNAMICS DESKTOP MODULE - ANNUAL 1X5 PREMIUM SUPPORT - RENEWAL Mfg/Config Serial # / SW3946911	1 EA @ 1,542.7500	1,542.75	0.00	1,542.75

Amount Due	9,498.50
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CITY OF JACKSON
ATTN: ACCOUNTS PAYABLE
FINANCE DEPT
PO BOX 17
JACKSON MS 39205-0017

*Detach and Return This Portion With Your Payment or Pay Online at www.ricoh-usa.com
To ensure proper credit to your account, please write your customer and invoice number on your check*

Make check payable and remit to:

Customer No.	2087626
Invoice Number	1096682148

Ricoh USA, Inc
Box 660342
DALLAS TX 75266-0342

Amount Due	9,498.50
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Thank you for choosing Ricoh USA, Inc

00 0010966821481 00020876264 00009498502 000000000 000000000



INVOICE

Ricoh USA, Inc Attn: Customer Administration
300 Eagleview Blvd, Exton PA US 19341

Invoice Number	Invoice Date
1096682148	03/31/2023
Purchase Order Number	Order Number
Shella Williams-Sheriff	103385393
Customer Name	
CITY OF JACKSON	

Equipment Details	QTY / UOM / Unit Price	Amount	Sales Tax	Total
WCRD-214-1RNWL-PS1 / [OOD]RSA FUSIONPRO VDP CREATOR - ANNUAL 1X5 PREMIUM SUPPORT - RENEWAL Mfg/Config Serial # / SW3946912	1 EA @ 217.8000	217.80	0.00	217.80
WCRD-300-1RNWL-PS1 / [OOD]RSA WEBCRD BASIC AUTHENTICATION MODULE - ANNUAL 1X5 PREMIUM SUPPORT - RENEWAL Mfg/Config Serial # / SW3946913	1 EA @ 1,028.5000	1,028.50	0.00	1,028.50
WCRD-205-1RNWL-PS1 / [OOD]RSA WEBCRD SUREPDF ANNUAL 1X5 SUPPORT RENEWAL Mfg/Config Serial # / SW3946914	1 EA @ 514.2500	514.25	0.00	514.25
HW-228-1RNWL-PS1 / [OOD]RSA VIRTUAL SERVER IMAGE - ANNUAL 1X5 PREMIUM SUPPORT - RENEWAL Mfg/Config Serial # / SW3946915	1 EA @ 435.6000	435.60	0.00	435.60
	Total	9,498.50	0.00	9,498.50

RICOH

Ricoh Support Renewal Form
 Ricoh USA, Inc - Support Services

Date of Renewal:
 02/18/2021

Ricoh Production Renewals Desk
 Sales Specialist: Tracy Wherry
 Contact: 813-363-0393

Type of Renewal:
 Regular

******Please do not send payment. Upon receipt of the signed renewal form Ricoh will bill your company.******

Bill to Customer: City of Jackson
 Address: PO Box 17

Ship to Customer: City of Jackson
 Address: 353 S Congress Street

City: Jackson State: MS Zip: 39205

City: Jackson State: MS Zip: 39201

Customer Contact:
 Sheila Williams-sheriff

Contract Number:
 999003852

Phone:
 601-960-1065

Email:
 swsheriff@jacksonms.gov;

RSA- WebCrd

VPN	Qty	Price	Extension	Description
WCRD-105-1RNWL-PS1	1	\$5,142.50	\$5,142.50	RSA Support Renewal - 1 Year
WCRD-120-1RNWL-PS1	1	\$617.10	\$617.10	1 x 5 Premium Support, M-F, 8am - 5pm, Excluding Holidays
WCRD-213-1RNWL-PS1	1	\$1,542.75	\$1,542.75	WebCRD Pro License
WCRD-214-1RNWL-PS1	1	\$217.80	\$217.80	WebCRD Pro Additional PDEF
WCRD-300-1RNWL-PS1	1	\$1,028.50	\$1,028.50	WebCRD Dynamics Desktop
WCRD-205-1RNWL-PS1	1	\$514.25	\$514.25	FusionPro VDP Creator
HW-228-1RNWL-PS1	1	\$435.60	\$435.60	LDAP Module
				SurePDF
				Virtual Server Image
		TOTAL:	\$9,498.50	*Applicable Taxes Are Not Included*

Total:

\$9,498.50

Terms of Agreement(Months):

12

Start Date of Coverage:

3/27/2021

Last Date of Coverage:

3/26/2022

Customer Signature:

Chokwe A. Lumumba

Print Name:

Chokwe A. Lumumba

Print Title:

Mayor

Date:

3/5/2021

Primary Contact:

Sheila Williams-Sheriff

Primary Email:

swsheriff@jacksonms.gov

Primary Phone:

601-960-1065



Ricoh Support Renewal Form
 Ricoh USA, Inc - Support Services
 Software Licensing Specialist: Tracy Wherry
 Contact: 813-363-0393
 Email: tracy.wherry@ricoh-usa.com

Date of Renewal:
 January 27, 2022
 Type of Renewal:
 Regular

Support is Non-Cancelable. This is not a Ricoh Invoice.

*** Please do not send payment. Upon receipt of the signed renewal form Ricoh will bill your company ***

Bill to Customer: City of Jackson
 Address: PO Box 17
 Jackson, MS 39205

Ship to Customer: City of Jackson
 Address: 353 S Congress Street
 Jackson, MS 39201

Customer Contact:
 Sheila Williams-Sheriff


Contract Number:
 999003852

Phone:
 601-960-1065

Email:
 swsheriff@jacksonms.gov;

VPN	Qty	Price	Extension	Description
				RSA Support Renewal - 1 Year
				1 x 5 Premium Support, M-F, 8am - 5pm, Excluding Holidays
WCRD-105-1RNWL-PS1	1	\$5,142.50	\$5,142.50	WebCRD Pro License
WCRD-120-1RNWL-PS1	1	\$617.10	\$617.10	WebCRD Pro Additional PDEF
WCRD-213-1RNWL-PS1	1	\$1,542.75	\$1,542.75	WebCRD Dynamics Desktop
WCRD-214-1RNWL-PS1	1	\$217.80	\$217.80	FusionPro VDP Creator
WCRD-300-1RNWL-PS1	1	\$1,028.50	\$1,028.50	LDAP Module
WCRD-205-1RNWL-PS1	1	\$514.25	\$514.25	SurePDF
HW-228-1RNWL-PS1	1	\$435.60	\$435.60	Virtual Server Image
			TOTAL: \$9,498.50	*Applicable Taxes Are Not Included*

Total:	\$9,498.50	Terms of Agreement:	12	Start date of Coverage:	3/27/2022	Last date of Coverage:	3/26/2023
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Customer Signature:  CPM
 Print Name: Sheila Williams-Sheriff
 Print Title: SWSheriff@jacksonms.gov
 Date: 3/7/2022
 Primary Phone: 601-960-1065



February 10, 2022

RSA- WebCrd

Sheila Willams-Sheriff
PO Box 17
Jackson, MS 39205

Time Sensitive Document
Software Support Expiration

Dear Sheila Willams-Sheriff:

This letter is to inform your organization that the support on your RSA- WebCrd software is set to expire on 3/27/2022. Prompt return of the attached form, with signature, or a purchase order, ensures continued coverage and access to one or more of the following:

- Telephone Support
- Important Patches/Updates
- Upgrades
- On-line Web Knowledge Base / Web Casts / Training
- On-line Technical Support

If you choose not to renew or do not respond to this letter your support will terminate on 3/27/2022. Renewing your support agreement will protect your software investment by ensuring access to the benefits mentioned above.

Please take a moment to review the listed support coverage, contact name and address we have for your organization that is shown on the renewal form included with this letter. If this is not correct or you would like to update our records, please include any changes when you email the included form back to the Software Support Contract Desk at Ricoh. Additionally, please provide your organizations primary technical contact information (name, email, and phone) in order for us to better support you.

Please do not send payment. Upon receipt of the signed renewal form, you will be invoiced for this software support renewal. If required, please include PO documentation and/or tax exemption paperwork when you return the signed renewal form.

Please complete and sign the renewal form included and return by email to:

Email Address: tracy.wherry@ricoh-usa.com

Telephone: 813-363-0393

Thank you for choosing Ricoh as your Document Solutions partner.

Sincerely,

Tracy Wherry

Ricoh Software Services

CITY OF JACKSON

P. O. Box 17
Jackson, Mississippi 39205-0017

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205

Vendor: 30057 RICOH USA INC P O BOX 4245 CAROL STREAM IL 60197-4245		Ship To: Information Systems 353 South Congress Street Jackson, Ms 39201		Purchase Order: PJ 00534 Requisition No: RJ 00332 Ordered By: HGREER Page: 1 of 3	
Payment Terms: #1-800-626-038		Date Required: 01/30/17	F. O. B.: DESTINATION	Date of Order: 01/26/17	
Line	Quantity	Unit	Description	Unit Price	Extension
			~~~~~ NOTICE TO VENDOR INVOICE INSTRUCTION~~~~~ FAILURE TO SUBMIT INVOICE TO THE ADDRESS AS INDICATED AT TOP OF PURCHASE ORDER - COULD RESULT IN YOUR NOT BEING PAID OR SEVERE DELAY IN PAYMENT ~~~~~ PLEASE READ INSTRUCTIONS ABOVE ~~~~~ SC 8200012365 & QUOTE W/AO 1.10.2017 "6K" #14		
1	1	EA	VIRTUAL SERVER IMAGE	2000.00	2000.00
2	1	EA	VIRTUAL SERVER IMAGE; ANNUAL 1X5 PREMIUM SUPPORT	400.00	400.00
3	1	EA	WEBCRD BASE; REMOTE INSTALL & TRAINING FEE	3500.00	3500.00
4	1	EA	WEB CRD PRO LICENSE; INC 2PDEFs	19000.00	19000.00
5	1	EA	WEBCRD PRO LICENSE; ANNUAL 1X5 PREMIUM SUPPORT	4245.75	4245.75
6	1	EA	PS - INSTALLATION AND TRAINING	9000.00	9000.00
7	1	EA	WEB CRD PRO ADDT'L PDEF; PER PRINTER DEFINITION	3000.00	3000.00
City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.			Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.		
Authorized By: <i>HELENE GREER, CPPB, NPCA, MANAGER</i>			Authorization Date: 01/26/2017		

See Signature On Page 3

**CITY OF JACKSON**

P. O. Box 17  
Jackson, Mississippi 39205-0017

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205

<b>Vendor:</b> 3005 RICOH USA INC P O BOX 4245 CAROL STREAM IL 60197-4245		7	<b>Ship To:</b> Information Systems 353 South Congress Street Jackson, Ms 39201		<b>Purchase Order:</b> PJ 00534 <b>Requisition No:</b> Ordered By: RJ 00332 HGREER <b>Page:</b> 2 of 3	
<b>Payment Terms:</b>		<b>Date Required:</b>	<b>F. O. B.:</b>		<b>Date of Order:</b>	
#1-800-626-038		01/30/17	DESTINATION		01/26/17	
Line	Quantity	Unit	Description	Unit Price	Extension	
8	1	EA	WEBCRFD PRO; ADDT'L PDEF; ANNUAL 1X5 PREM SUPPORT	600.00	600.00	
9	1	EA	WEBCRD SUREPDF CLIENT LICENSE; ANNUAL 1X5 PREM SUPPORT	500.00	500.00	
10	1	EA	WEBCRD SUREPDF CLIENT LIC ENSE; IMPLEMENTATION FEE	1500.00	1500.00	
11	1	EA	WEBCRD DYNAMICS DESKTOP; REQUIRES PC & FUSION PRO DESKTOP	7100.25	7100.25	
12	1	EA	WEBCRD DYNAMICS DESKTOP MODULE; ANNUAL 1X5 PREM SUPPORT	1250.00	1250.00	
13	1	EA	WEBCRD DYNAMICS DESKTOP MODULE; IMPLEMENTATION FEE	3000.00	3000.00	
14	1	EA	FUSION PRO DESKTOP LICENSE; PER LICENSE	795.00	795.00	
15	1	EA	FUSION PRO DESKTOP LICENSE; PER LICENSE; ANNUAL	159.00	159.00	
City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.			Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.			
<b>Authorized By:</b> HELENE GREER, CPPB, NPCA, MANAGER			<b>Authorization Date:</b> 01/26/2017			

See Signature On Page 3

**CITY OF JACKSON**

P. O. Box 17  
Jackson, Mississippi 39205-0017

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205

<b>Vendor:</b> 3005  RICOH USA INC P O BOX 4245  CAROL STREAM IL 60197-4245		7	<b>Ship To:</b>  Information Systems 353 South Congress Street Jackson, Ms 39201	<b>Purchase Order:</b> PJ 00534  <b>Requisition No:</b> Ordered By: RJ 00332 HGREER Page: 3 of 3	
<b>Payment Terms:</b> #1-800-626-038		<b>Date Required:</b> 01/30/17	<b>F. O. B.:</b> DESTINATION	<b>Date of Order:</b> 01/26/17	
Line	Quantity	Unit	Description	Unit Price	Extension
16	1	EA	1X5 PREM SUP	3450.00	3450.00
17	1	EA	WEB CRD ENTERPRISE AUTHENTICATION MODULE; LDAP	1000.00	1000.00
18	1	EA	WEB CRD ENTERPRISE AUTHENTICATION MODULE; ANN 1X5 PREM SUPP	1500.00	1500.00
19	1	EA	WEB CRD ENTERPRISE AUTHENTICATION MODULE; IMPLEMENTATION FEE	1500.00	1500.00
20	1	EA	PREMIUM ANNJUAL MAINTENANCE RENEWAL; AFTER (1) YEAR	9600.00	9600.00
			4 904006231	63500.00	
			4 904006464	9600.00	
				<b>Subtotal</b>	73100.00
City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.			Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.		
<b>Authorized By:</b> HELLENE GREER, CPPB, TPCA, MANAGER			<b>Authorization Date:</b> 01/26/2017		





## Office of Publications

300 North State Street-Basement | Jackson, MS 39201 | 601.960.1067  
Sheila Williams-Sheriff, Manager

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Vendors are asked to provide **quotes** on automated Digital Storefront Software that would allow the Office of Publications to provide more efficient production services for internal and external customers. This software should enhance services through simplifying job submissions, job ticketing, and pricing. Software would be customer friendly and allow customers to order items online through a catalog specifically designed for each department and to input certain data for various templates as we deem necessary, such as business cards, letterhead stationery and envelopes, flyers, etc. Customers should also be able to upload documents for print. Vendor must be able to provide support and maintenance for software. **All quotes are due by Monday, May 30, 2016.**

### SOFTWARE SHOULD CONSIST OF THE FOLLOWING COMPONENTS:

**Platform:** SaaS/EFI-Hosted

**Reports:** Online Administrator Reports

**Procurement:** Print Procurement Platform/ Multiple Payment Methods/ Pricing/ Multiple Storefronts

**Approvals:** Print Shop Approval / Financial Approvals

**Job Ticketing:** Job Ticket Template Creation and Management/ Saved Jobs

### **Content/File Management:**

Native File Upload/ EFI PrintMessenger (PDF Driver)/

Documents from Cloud Document Services (Google Drive, Drop Box and PrintME)/

User Saved Files Repository/ Server Side PDF Conversion

### **Job Tracking & Status:**

eMail Notifications/ Job History/ Reorder



## Office of Publications

300 North State Street-Basement | Jackson, MS 39201 | 601.960.1067  
Sheila Williams-Sheriff, Manager

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**Products:** Unlimited Catalog Products: Ad Hoc, Oversize, Static, Non-Print, Kits and Inventoried Items/ DSFdesign Studio Products

**Variable Data:** Single Record VDP/ EFI VDP/ FusionPro/ XMPie

**Users (unlimited):**

Users/ Transactions (Orders)/ Companies (Groups of Users)/ SSO Authentication

**Production Portal:**

Operator View – Print Production / Order View – Order Management

**Print Shops:** Multiple

**Output Engines/ Hot Folder Support:**

Unlimited Output Engines/ Hot Pocket Support

**Production Integration:**

EFI MIS Connector/ Fiery Controller Connector/ EFI MicroPress Connector/ EFI Fiery Central Connector/ External System Connector/ EFI & Non EFI Extended Application/ JDF Connector for prepress Workflow/ cXML Punch Out Catalog Integration

MISSISSIPPI  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF PURCHASING AND TRAVEL  
JACKSON

STATE CONTRACT NO. 820012365

STATE CONTRACT SMART NO. 1130-14-C-SWCT-00143

5-600-21461-14 - Original Contract Number

OPTFM has listed a state contract number and a state contract *smart* number. The contract number is an automatically generated number. The smart number is a more unique identifier that lists OPTFM's agency's number, contract year and shows agencies that it is a statewide contract. Also there is an asterisk listed at the end of the smart number. The asterisk is added at the end of the number for searchable purposes only; this is because each time a contract is changed, the Version number of the contract changes. It is not actually a part of the smart number. Either number can be used by agencies to search for this contract in the State's e-procurement system.

CONTRACTOR: Ricoh Americas Corporation

DATE: April 30, 2014

Please use Supplier No. 3100002396  
when ordering.

ITEMS: Ricoh Copy Machines and  
Related Supplies

EFFECTIVE: May 1, 2014  
through  
April 30, 2015

**AMENDMENT EFFECTIVE: February 13, 2015**

A. AUTHORITY

This certifies that a contract has been executed between the Department of Finance and Administration, Office of Purchasing and Travel for the State of Mississippi and the herein designated Contractor pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the items specified herein.

B. EFFECT

During the term of this contract no purchase of copy machines and related supplies manufactured and/or distributed by the above-designated Contractor shall be made by state agencies at a price in excess of that established by the prices set out in this regulation (See Section "F").

Commodities purchased under provisions of this contract from the above Contractor or his authorized distributors shall be exempt from competitive bid requirements

otherwise applying to purchases by the state agencies, counties, municipalities and other political subdivisions.

C. PURCHASE ORDERS

Purchase orders prepared by the various state agencies shall show the state contract number on the P. O. in the designated space, quantity, description of the items and prices, also shipping or delivery instructions, if any.

D. PAYMENT

The supplier shall be paid by the ordering agency upon submission of properly certified invoices or vouchers for articles or services delivered and accepted less deductions, if any, as provided.

E. ORDERING

Purchasers shall order in such quantities as required. Purchase orders are to be directed to address of Contractor or Distributors shown in Section "J". The Bureau of Financial Control of the State shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this contract certification when the purchase price is in excess of the maximum price fixed in this purchasing regulation.

F. PRICES

Several new product items were added to this contract. Prices and product items for the amendment period are set forth on the following pages.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote. The following information on multi-functional devices and networking copiers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers

In the past a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone", Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that

this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract. ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine interfaced with a computer or in a network configuration primarily in a traditional information system application capacity, and the total amount of the purchase/rental exceeds \$250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed \$250,000, ITS approval is not longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement. Transportation terms are F.O.B. destination, freight prepaid.

Product literature may be obtained from the Contractor.

G. TRANSPORTATION

F.O.B. destination, freight prepaid.

H. POLITICAL SUBDIVISIONS -COUNTIES, MUNICIPALITIES, SCHOOLS, ETC.

This contract provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein. Any such agency or political subdivisions electing to purchase as herein provided shall write the following on the face of the purchase order:

"P. O. issued pursuant to provisions of  
Mississippi State Contract No. 8200012365 and  
Contract Smart No. 1130-15-C-SWCT-00143".

I. TERMS

Net Forty-five (45) days.

J. CONTRACTOR

Please place all orders under this agreement with the following:

A list of authorized dealers is included with the following price list.



Prepared for City of Jackson  
 Attn: Sheila Williams-Sheriff

Prepared by: Laurie Akins  
 Email: [Laurie.Akins@ricoh-usa.com](mailto:Laurie.Akins@ricoh-usa.com)  
 Phone: 601-497-5546

Note: The following itemization meets all requirements of the Web to Print Workflow Solution request for The City of Jackson

October 24, 2016

**Software & Hardware**

Part	Description	Qty
HW-228-PS1	Virtual Server Image	1
RP-120-PS1	ReadyPrint Module (with QDirect or WebCRD)	1
WCRD-105-PS1	WebCRD Pro License (Includes 2 PDEFs)	1
WCRD-213-PS1	WebCRD Dynamics Desktop (Requires PC & FusionPro Desktop)	1
WCRD-214-PS1	FusionPro VDP Creator (Per License)	1
WCRD-300-PS1	WebCRD Basic Authentication Module (LDAP)	1

**Installation & Professional Services**

Part	Description	Qty
3RD-RP-100-9-DS	ReadyPrint Installation Assistance	1
3RD-WCRD-105-9-DS	WebCRD Pro - Remote Installation & Training Fee	1
3RD-WCRD-205-9-DS	WebCRD SurePDF Client License - Implementation Fee	1
3RD-WCRD-213-9-DS	WebCRD Dynamics Desktop Module - Remote Installation & Training Fee	1
3RD-WCRD-300-9-DS	WebCRD Basic Authentication Module - Implementation Fee	1
3RD-WCRD-300-9-DS	WebCRD Basic Authentication Module - Implementation Fee	1

**Annual Maintenance & Support**

Part	Description	Qty	Years
HW-228-1-PS1	Virtual Server Image - Annual 1x5 Premium Support	1	1
RP-120-1-PS1	ReadyPrint Module - Annual 1x5 Premium Support	1	1
WCRD-105-1-PS1	WebCRD Pro License - Annual 1x5 Premium Support	1	1
WCRD-205-1-PS1	WebCRD SurePDF Client License - Annual License	1	1
WCRD-213-1-PS1	WebCRD Dynamics Desktop Module - Annual 1x5 Premium Support	1	1
WCRD-214-1-PS1	FusionPro VDP Creator - Annual 1x5 Premium Support	1	1
WCRD-300-1-PS1	WebCRD Basic Authentication Module - Annual 1x5 Premium Support	1	1

<b>Total</b>	<b>\$63,500.00</b>
<b>Premium Annual Maintenance Renewal after 1 Year:</b>	<b>\$9,600.00/yr</b>



**RSA Maintenance & Technical Support Options:**

- **Premium 1x5 (included):** Continental U.S. 8 AM – 5 PM customer's local time, Monday – Friday, except U.S. Holidays. Outside the Continental U.S. 8 AM – 8 PM Eastern Standard Time, Monday – Friday, except U.S. Holidays.

**Remote Access Requirement for Remote Installation and Ongoing Support:**

- Remote Access is required for remote installation and ongoing support. We strongly recommend "Internet Secure Shell (SSH)" as the remote access protocol. "Client-based VPN", "Reverse Secure Tunneling" or "TeamViewer" are also approved remote access options that do not require additional fees.

**QUOTE VALID FOR 90 DAYS**

Vertical text on the right edge of the page, likely a page number or reference code.



## Office of Publications

300 North State Street-Basement | Jackson, MS 39201 | 601.960.1067  
Sheila Williams-Sheriff, Manager

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### City of Jackson, Web to Print Workflow Solution

All quotes are due by 5:00 PM, Tuesday, October 25, 2016.

(Pricing should include breakdown purchase of software and yearly maintenance)

#### Required Workflow Solution:

Supplier must provide client software that allows the City of Jackson's users to send jobs/tickets/ electronically to the print shop. The solution must have a minimum of the following requirements.

- All components of the Web Submission system shall be compatible with the following Web browsers:
  - Microsoft Internet Explorer version 7.0 and up
  - Apple Safari version 3.0 and up
  - Mozilla Firefox 3.6 and up
  - Google Chrome 53 and up
- The system shall run in the City of Jackson VMWare ESXi environment.
- The vendor is responsible for providing the required specification for the Virtual server.
- The vendor is responsible for configuring the required operating system, compatible patches, required libraries, and all other needed functions or software needed for the application to run.
- Workflow must be optimized for In-Plants
- Web-Based Print Job Submission capability
- The system shall allow end users to submit jobs to the print center remotely using a Web-based interface.



- The system shall offer branding capabilities that enable us to match our colors/logos/look-and-feel so that customers feel comfortable ordering.
- The system shall offer a configurable Ordering Home page which lets customers access frequently used workflows with a single click
- The system shall allow end users to submit jobs to the print center remotely using a Web-based interface.
- The system shall allow end users to convert their documents using a client-side PDF conversion process. This will result in consistent, print-ready PDFs arriving in the print shop.
- The system shall allow the end users to view, approve, or reject an on-screen proof of their print-ready PDF prior to submitting it to the print center.
- The system shall allow users to view and resubmit past orders.
- The system shall allow users to preview their document onscreen including all finishing options (e.g. covers, tabs, binding, stocks, etc.).
- Enables user authentication (only) against LDAP or Active Directory
- Real Time Authentication (LDAP and Active Directory) module
- Reliable client-side PDF generation (unlimited client licenses).
- Must be compatible with standard computers and popular web browsers with the addition of mobile clients to include Apple IOS and Android.
- Enable direct submission of print jobs to print queues by operators with support for all production printers (JDF or native).
- Must provide PDEF support for all of the City of Jackson's production Printers
- Software solution must integrate tightly with a fully featured Make Ready Software solution that has universal printer ticketing
  - Jobs can be exported from software directly into make ready software with ticketing.
  - Changes made in make ready software can be uploaded back into software with any ticketing changes

- On-premises implementation of the Solution required with hardware and software already configured and ready to go
- Solution must be compatible with standard computers and popular web browsers with the addition of mobile clients to include Apple IOS and Android.
- Solution must include single screen (one page) job ticketing for end users
- Visual Ticketing by users is required, includes:
  - Ticket and see the document preview in real-time
  - Page by page control over B/W and Color
  - Tab Presets and Tab insert automation
- Single-screen ticketing with defaults
- Barcode Scanning to expedite volume in Production
- Two Variable Print options are required, Template Based Ordering and Dynamics that utilizes Fusion Pro software
- Print cost Estimating, Group Pricing, Volume Discounts
- 100% Guarantee, always upward compatible
- CSV extracts for automatic updates to Billing/Accounting, drag and drop custom reports
- Intelligent Document Setup
- Production Automation with Autoflow capability
- Implementation and Training must be provided
- Required support plan is one shift, 5 days a week

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RICOH CORPORATION FOR THE PURCHASE OF WEBCRD DIGITAL WORKFLOW SOLUTION SOFTWARE AND MAINTENANCE AGREEMENT TO BE USED BY THE DEPARTMENT OF ADMINISTRATION, OFFICE OF PUBLICATIONS DIVISION.**

**WHEREAS**, Office of Publications Division desires to purchase WebCRD Workflow Solution Software with Maintenance Agreement; and

**WHEREAS**, the referenced software is used for automating the process for the City's in-house printing; and

**WHEREAS**, it is a web hosted system that provides document automation and application tracking; and

**WHEREAS**, Ricoh has proposed a one-year initial maintenance agreement and will provide for annual maintenance on software; and

**WHEREAS**, the cost benefits have been analyzed and the purchase and execution of the maintenance agreement for the WebCRD Workflow Solution Software is recommended.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute all necessary documents with Ricoh, providing for the purchase of the WebCRD Workflow Solution Software and the Maintenance Agreement at a cost of \$73,100.00.

**IT IS FURTHER ORDERED** that authorization be granted for automatic renewal of the WebCRD Workflow Solution Software maintenance on an annual basis after the initial 1 year, at a cost of \$9,600.00, unless advance notice is given by the City.

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

Yeas- Barrett-Simon, Foote, Stamps, Stokes and Tillman.

Nays- None.

Absent- Hendrix and Priester.

**ATTEST:**

**Angela Harris**  
**Municipal Clerk**

I, Angela Harris, the duly appointed qualified Municipal Clerk and lawful custodian of records and seal of said City of Jackson, Mississippi, certify that the foregoing is a true and exact copy of an Order passed by the City Council at its Regular Council Meeting on January 10, 2017 and recorded in Minute Book "6K, Pgs. 436-437".

**WITNESS** my signature and official seal of office, this the 26th day of February, 2021.



  
_____  
Angela Harris, Municipal Clerk



Ricoh USA, Inc - Support Services  
 Software Licensing Specialist: Tracy Wherry  
 Contact: 813-363-0393  
 Email: tracy.wherry@ricoh-usa.com

February 4, 2020

Type of Renewal:  
 Regular

Support is Non-Cancelable. This is not a Ricoh Invoice.  
 *** Please do not send payment. Upon receipt of the signed renewal form Ricoh will bill your company ***

Bill to Customer: City of Jackson  
 Address: PO Box 17  
 Jackson, MS 39205

Ship to Customer: City of Jackson  
 Address: 353 S Congress Street  
 Jackson, MS 39201

Customer Contact:  
 Sheila Williams-Sheriff

Contract Number:  
 999003852

Phone:  
 601-960-1065

Email:  
 swsheriff@city.jackson.ms.us;

VPN	Qty	Price	Extension	Description
				RSA Support Renewal - 1 Year
				1 x 5 Premium Support, M-F, 8am - 5pm, Excluding Holidays
WCRD-105-1RNWL-PS1	1	\$5,142.50	\$5,142.50	WebCRD Pro License
WCRD-120-1RNWL-PS1	1	\$617.10	\$617.10	WebCRD Pro Additional PDEF
WCRD-213-1RNWL-PS1	1	\$1,542.75	\$1,542.75	WebCRD Dynamics Desktop
WCRD-214-1RNWL-PS1	1	\$217.80	\$217.80	FusionPro VDP Creator
WCRD-300-1RNWL-PS1	1	\$1,028.50	\$1,028.50	LDAP Module
WCRD-205-1RNWL-PS1	1	\$514.25	\$514.25	SurePDF
HW-228-1RNWL-PS1	1	\$435.60	\$435.60	Virtual Server Image
			<b>TOTAL: \$9,498.50</b>	<b>*Applicable Taxes Are Not Included*</b>

<b>Total:</b>	\$9,498.50	<b>Terms of Agreement:</b>	12	<b>Start date of Coverage:</b>	3/27/2020	<b>Last date of Coverage:</b>	3/26/2021
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Customer Signature: *Chloe A. Lumbard*  
 Print Name: Chloe A. Lumbard ^{tax}  
 Print Title: Mayer  
 Date: 2/25/2020

Primary Contact: Sheila Williams-Sheriff  
 Primary Email: swsheriff@jacksonms.gov  
 Primary Phone: 601-960-1065

# RICOH

Ricoh Support Renewal Form  
Ricoh USA, Inc - Support Services

Date of Renewal:  
1/25/2019

Software Licensing Specialist: Tracy Wherry

Type of Renewal:  
Regular

Contact: 813-898-9038

Email: VendorProductionSWContracts@ricoh-usa.com

****Please do not send payment. Upon receipt of the signed renewal form Ricoh will bill your company.****

Bill to Customer: City of Jackson  
Address: 353 S Congress St

Ship to Customer: City of Jackson  
Address: 353 S Congress St

City: Jackson State: MS Zip: 39201

City: Jackson State: MS Zip: 39201

Customer Contact:

Shella Williams-Sheriff

Contract Number:

999003852

Phone:

601-960-1065

Email:

swsheriff@city.jackson.ms.us

RSA- WebCrd

VPN	Qty	Price	Extension	Description
WCRD-105-1RNL-PS1	1	\$5,142.50		RSA Support Renewal - 1 Year
WCRD-120-1RNL-PS1	1	\$5,142.50	\$5,142.50	1 x 5 Premium Support, M-F, 8am - 5pm, Excluding Holidays
WCRD-213-1RNL-PS1	1	\$617.10	\$617.10	WebCRD Pro License
WCRD-214-1RNL-PS1	1	\$1,542.75	\$1,542.75	WebCRD Pro Additional PDEF
WCRD-300-1RNL-PS1	1	\$217.80	\$217.80	WebCRD Dynamics Desktop
HW-228-1RNL-PS1	1	\$1,028.50	\$1,028.50	FusionPro YDP Creator
	1	\$514.25	\$514.25	LDAP Module
	1	\$435.60	\$435.60	SurePDF
	1		\$435.60	Virtual Server Image
TOTAL:				\$9,498.50


*Applicable Taxes Are Not Included*

Total: \$9,498.50

Terms of Agreement (Months): 12

Start Date of Coverage: 3/27/2019

Last Date of Coverage: 3/26/2020

Customer Signature: 

Print Name: Chokwe A. Lamunda

Print Title: Mayor

Date: 3/19/2019

Primary Contact: Shella Williams-Sheriff

Primary Email: swsheriff@jacksonms.gov

Primary Phone: 601-960-1065



29





SECRET SIGNATURE  
S.L.M. 3/27/24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO DISBURSE ONE MILLION FIVE HUNDRED THOUSAND DOLLARS FOR REPAIRS, RENOVATIONS, AND UPGRADES TO THALIA MARA HALL.**

**WHEREAS**, the Line-Item Appropriation Transparency Act provides for “pass-through funding” which is a line-item appropriation by the Legislature to a state agency itemized on a separate line in a state agency’s appropriation bill, and funding is intended to be passed through the state agency to local government entities; and

**WHEREAS**, during the State of Mississippi 2023 Regular Session, House Bill No. 603 created the “2023 LOCAL IMPROVEMENTS PROJECTS FUND” and, more specifically, Section 28(kq) allocated \$1,500,000.00 to pay the “costs associated with repairs, renovations, and upgrades to Thalia Mara Hall;” and

**WHEREAS**, the City of Jackson is an authorized “recipient entity” that receives money by way of pass-through funding from a state agency pursuant to Section 27-104-351(c) of the Line-Item Appropriation Transparency Act; and

**WHEREAS**, Section 28 of House Bill No. 603 provides monies transferred into the 2023 Local Improvements Projects Fund shall be disbursed by the Department of Finance and Administration; and

**WHEREAS**, any disbursement to the City of Jackson shall only be made after the City has entered into a written agreement with the Mississippi Department of Finance and Administration; and

**WHEREAS**, the Department of Human and Cultural Services recommends to the governing authorities for the City of Jackson authorize the Mayor to execute a Memorandum of Understanding with the Mississippi Department of Finance and Administration containing the following substantive provisions:

**Section 1.** The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Jackson to pay the costs associated with the Project.

**Section 2.** The City of Jackson certifies and agrees to make every effort to expend all funds received from the 2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Jackson to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

**Section 3.** The City of Jackson agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Jackson is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and

Agenda Item # 29  
April 9, 2024  
(Scott, Lumumba)

seek recovery of same. Further, the City of Jackson agrees to maintain on file and , in accordance with State law:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

**Section 4.** The City of Jackson agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

**Section 5.** The City of Jackson agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended solely for the costs of the project as authorized and provided by the Act.

**Section 6.** The City of Jackson agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Jackson will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

**Section 7.** The City of Jackson agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

**Section 8.** All notices or information pursuant to this MOU shall be provided as follows:

City of Jackson  
Attn: Chokwe Antar Lumumba, Mayor  
Post Office Box 17  
Jackson, Mississippi 39205-0017  
Phone: 601-960-1137  
Email: aharris@city.jackson.ms.us

Mississippi Department of Finance and Administration  
Attention: Gilda Reyes, Bond Advisory Director  
501 North West Street, Suite 1301  
Jackson, Mississippi 39201  
Telephone: 601-359-5516  
Email: Gilda.Reyes@dfa.ms.gov

**Section 9.** This MOU shall be effective from and after the final signature date.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute a Memorandum of Understanding with the Mississippi Department of Finance and Administration and related documents in accordance with Miss. Code Ann. Section 27-104-351 authorizes an amount not exceeding \$1,500,000.00 to pay the costs associated with repairs, renovations, and upgrades to Thalia Mara Hall.

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


**03/12/24**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	Authorizes the Mayor to authorize Memorandum of Understanding between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the City of Jackson (costs associated with repairs, renovations and upgrades to Thalia Mara Hall) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Jackson in paying costs associated with the local project (hereinafter the "Project") specified in Section 28(kq) of House Bill 603 2023 Regular Legislative Session, Laws of 2023, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$1,500,000.00) (hereinafter the "Project Funds"), for the 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	Economic Development, Quality of Life																																													
3.	<b>Who will be affected</b>	The citizens of Jackson																																													
4.	<b>Benefits</b>	Will authorize the City of Jackson's receipt of DFA funds in the amount of \$1,500,000 from HB603 for improvements at Thalia Mara Hall																																													
5.	<b>Schedule (beginning date)</b>	Funds must be committed within 36 months of receipt																																													
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Ward 7, Thallia Mara Hall																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Finance																																													
8.	<b>COST</b>	No cost to the city, MOU authorizes receipt of DFA funds																																													
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"/>																																														
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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AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Dr. Pamela Scott, Director   
Department of Human and Cultural Services

**DATE:** March 12, 2024

**SUBJECT:** Authorization of MOU between the City of Jackson and DFA for receipt of \$1,500,000 in funding from HB603 for Thalia Mara Hall

DFA provides a standard MOU as a procedural requirement to release funding from HB603 designated for Thalia Mara Hall in the amount of \$1,500,000. After passing council, the city's finance department will create the proper accounts to facilitate transfer of the funds to the city.

PS/mw

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  
3/21/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO DISBURSE ONE MILLION FIVE HUNDRED THOUSAND DOLLARS FOR REPAIRS, RENOVATIONS, AND UPGRADES TO THALIA MARA HALL is legally sufficient for placement in NOVUS Agenda.

  
_____  
Drew Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* J.M.

3/1/24  
Date

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3/28/24 J.OM

**ORDER REVISING THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES 2023-2024 FISCAL YEAR BUDGET.**

**WHEREAS**, the City of Jackson, Department of Human and Cultural Services requests a revision to its 2023-2024 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

**WHEREAS**, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson transfer funds in the amount of Ten Thousand Dollars (\$10,000.00) to provide support to the City of Jackson's Summer Film Camp; and

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

**WHEREAS**, the Department of Human and Cultural Services recommends its Fiscal Year 2023-2024 budget be revised as follows:

<b>FUNDS TRANSFER FROM:</b>		<b>FUNDS TRANSFER TO:</b>	
Contributions		Film Camp	
001 43300 6742	\$10,000	300-44346-6299	\$10,000
<b>TOTAL</b>	<b>\$10,000</b>	<b>TOTAL</b>	<b>\$10,000</b>

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

**WHEREAS**, the Department of Administration found that this intradepartmental transfer of Ten Thousand Dollars (\$10,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended. This transfer does not exceed ten percent (10%) of the total budget appropriated to the Department of Human and Cultural Services in the Fiscal Year 2023-2024 budget.

Agenda Item # 30  
April 9, 2024  
(Scott, Lumumba)

**IT IS, THEREFORE, ORDERED** that the Department of Human and Cultural Services Fiscal Year 2023-2024 budget be revised as set forth above.

(SCOTT, LUMUMBA)

ITEM #: _____ DATE: _____

**CITY COUNCIL AGENDA**

**ITEM 10 POINT DATA SHEET**

DATE: 03/22/2023

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	Order revising the 2023-2024 Fiscal Year Budget for the Department of Human and Cultural Services			
2.	<b>Public Policy Initiative</b> <input type="checkbox"/> Youth & Education <input type="checkbox"/> Crime Prevention <input type="checkbox"/> Changes in City Government <input type="checkbox"/> Neighborhood Enhancement <input type="checkbox"/> Economic Development <input type="checkbox"/> Infrastructure and Transportation <input type="checkbox"/> Quality of Life	Quality of Life Economic Development Youth & Education			
3.	<b>Who will be affected</b>	Areas within the City of Jackson & Citizens			
4.	<b>Benefits</b>	Increased and improved services in the City of Jackson			
5.	<b>Schedule</b> (Beginning date) (Completion date)	Upon Council Approval			
6.	<b>Location:</b> <b>Ward:</b> <b>CITYWIDE (yes or no)</b> (area) <b>Project limits if applicable</b>	Citywide			
7.	<b>Action implemented by:</b> <input type="checkbox"/> Mayor's Office <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	Department of Human and Cultural Services			
8.	<b>COST</b>	<b>FUNDS TRANSFER FROM:</b>		<b>FUNDS TRANSFER TO:</b>	
		Contributions		Film Camp	
		001 43300 6742	\$10,000	300-44346-6299	\$10,000
		<b>TOTAL</b>	<b>\$10,000</b>	<b>TOTAL</b>	<b>\$10,000</b>
9.	<b>Source of Funding</b> <input type="checkbox"/> General Fund <input type="checkbox"/> Enterprise <input type="checkbox"/> Grant <input type="checkbox"/> Bond <b>Other</b>	General Funds  Acct# 001 43300 6742			
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 HUMAN AND CULTURAL SERVICES**

# MEMO

**To:** Chokwe Antar Lumumba  
Mayor

**From:** Dr. Pamela Scott  
Director

A handwritten signature in black ink, appearing to be "PS", enclosed in a hand-drawn circle.

**Date:** March 22, 2024

**Subject:** 2023/2024 FY Budget- Funds Category Transfer Request

---

This is an Order authorizing the Mayor to revise the 2023/2024 FY Budget for the City of Jackson, Department of Human and Cultural Services, to transfer funds from the Contributions Category in the amount of \$10,000.00 to the category as listed below.

**FUNDS TRANSFER FROM:**

**FUNDS TRANSFER TO:**

Contributions		Film Camp	
001 43300 6742	\$10,000	300-44346-6299	\$10,000
<b>TOTAL</b>	<b>\$10,000</b>	<b>TOTAL</b>	<b>\$10,000</b>

I am requesting this item be placed on council agenda.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.

Office of the City Attorney

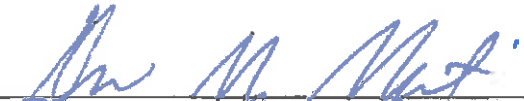

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
A.M.  
4/28/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER REVISING THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES 2023-2024 FISCAL YEAR BUDGET** is legally sufficient for placement in NOVUS Agenda.

  
_____  
**Drew Martin, City Attorney**  
**Sondra Moncure, Deputy City Attorney** 

4/1/24  
Date



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OFFICE OF THE CITY ATTORNEY  
APR 11 2024

**ORDER APPROVING YEARLY MEMBERSHIP RENEWAL AND AUTHORIZING PAYMENT TO SPECIES 360 FOR CONTINUED USE OF ITS ZOOLOGICAL INFORMATION MANAGEMENT SOFTWARE FOR THE JACKSON ZOO (MUHAMMAD, LUMUMBA)**

**WHEREAS**, Species 360 licenses and maintains Zoological Information Management Software (ZIMS) that is used globally by zoos and other organizations to establish best practice animal management and conservation goals; and

**WHEREAS**, ZIMS is an accepted and preferred software solution by zoological regulatory bodies worldwide; and

**WHEREAS**, ZIMS contains an extensive database that contains millions of records on more than twenty-two thousand (22,000) animal species and is the world's largest database for ex situ populations of wildlife; and

**WHEREAS**, ZIMS works with any modern web browser and is mobile friendly for tablets and other such devices; and

**WHEREAS**, the Jackson Zoo received an invoice in October 2023 (invoice number 2401439) for the use of ZIMS in calendar year 2024 in the amount of SIX THOUSAND FIVE DOLLARS AND THIRTY-SIX CENTS (\$6,005.36); and

**WHEREAS**, this software is critical for the Jackson Zoo in the management, care, treatment, and documentation of its animals; and

**WHEREAS**, it is in the best interests of the City of Jackson for the Jackson Zoo to renew its annual membership with Species 360 for the continued use of ZIMS for calendar year 2024; therefore

**IT IS HEREBY ORDERED** that the Jackson Zoo is approved to renew its yearly membership with Species 360 for the continued use of ZIMS for calendar year 2024; and

**IT IS FURTHER ORDERED** that payment in the amount of SIX THOUSAND FIVE DOLLARS AND THIRTY-SIX CENTS (\$6,005.36) shall be made to Species 360 from account number 390-498.00-6419; and

**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.

(MUHAMMAD, LUMUMBA)

Item No.: 31

Date: April 9, 2024





Global information  
serving conservation.

# INVOICE

## Species360

7900 International Drive  
Suite 300  
Minneapolis, MN 55425 USA  
+1.952.223.8030

[support@Species360.org](http://support@Species360.org)

**Invoice Number** 2401439  
**Date** 26-Oct-2023  
**Institution Code** 310525004  
**Mnemonic** JACKSON

City of Jackson, Jackson Zoo  
Attn: Wendy Brown  
P. O. Box 17  
Jackson MS 39205  
United States

Due 01 January 2024

**Membership Renewal Fee (January 2024-December 2024)**

**Total Due :\$**

**6005.36**

### PAYMENT INFORMATION

**To Pay By ACH/Domestic Bank Transfer:**

Bank: Choice Financial Group  
Bank Address: 4501 23rd Ave S - Fargo, ND 58104  
Routing Number: 091302966  
Beneficiary Account: Species360  
Beneficiary Account Address: 7900 International Dr, Suite 300 - Minneapolis, MN 55425  
Beneficiary Account Number: 031088  
Special Instructions: Include the invoice number from the invoice

**To Pay By Credit Card**

*a 3% fee is applied*

**To Pay By Check**

Species360  
Choice Bank Lockbox 175  
PO Box 9202  
Minneapolis MN 55480-9202

- Member fees not paid by the due date may be subject to an interest charge on the outstanding balance at a rate equal to one and one-half percent (1.5%) month.
- Late payment of fees may also affect access to technical support and/or ZIMS.

**THANK YOU FOR YOUR CONTINUED MEMBERSHIP!**



ZIMS FOR  
HUSBANDRY



ZIMS FOR  
MEDICAL



ZIMS FOR  
AQUATICS



ZIMS FOR  
STUDBOOKS



ZIMS FOR  
EDUCATION

## Data science for zoos and aquariums

More than 1,300 zoos, aquariums and wildlife institutions in 102 countries use Species360 ZIMS (Zoological Information Management Software) to help them achieve best practice animal management and conservation goals. It reflects the expertise of leading aquatic and zoological institutions, and is accepted and preferred by CITES and other regulatory bodies worldwide.

ZIMS animal husbandry and veterinary modules are integrated into a master database, establishing a rich reserve reflecting millions of records on more than 22,000 species and ten million individual animals. The result is the world's largest set of data for ex situ populations of wildlife, one that reflects more than 40 years of experience across our global member community. ZIMS works with any modern browser, is optimized for Google Chrome, and is "mobile-friendly" for tablets as well as desktop computers.

*ZIMS zoo aquarium animal management software: One, global, accurate, comprehensive and reliable source of information on animals and their environments for zoos, aquariums and*

*related organizations to serve animal management and conservation goals.*

## ZIMS zoo aquarium animal management software modules



### ZIMS FOR HUSBANDRY

#### ZIMS FOR HUSBANDRY

Almost half a century of global animal information and best practices within a thriving community of member institutions. Discover facilities with

experience in breeding and caring for certain species. Identify institutions seeking animals. The Husbandry module is designed to manage information about animal accessions and dispositions, animals wanted and available, behavioral observations, enrichment, training, feed logs, and much more. ZIMS for Husbandry contains the information on your inventory, animals, enclosures and your institution, and also generates information needed for CITES and other permitting and governmental uses. It is designed for use by curators, registrars, keepers and other animal care staff.



### ZIMS FOR MEDICAL

#### ZIMS FOR MEDICAL

Decades of veterinary experience at your fingertips to quickly answer questions like what's "normal" in this species or what medical problems are commonly reported

in this species, putting you at the forefront of advanced animal healthcare. Questions about pharmaceutical usage or anesthesia protocols, topics that traditionally relied on personal experience or information shared by colleagues, can now be answered in seconds from within ZIMS. The Medical module is integrated with the animal data from the Husbandry module and allows members to manage the medical care of their collection in the same comprehensive records system with a single point of access. Benefits include improved tracking of medical concerns, treatments and results. ZIMS for Medical is designed for veterinarians, veterinary nurses, keepers, and other staff working with the medical team.

## ZIMS FOR AQUATICS



## ZIMS FOR AQUATICS

Managing large groups of animals, some of which are also part of your training program are just some of the unique challenges that aquariums face. Aquarium

professionals also spend hours collecting and recording data, such as water quality trends, to support daily decision-making and scientific work. ZIMS for Aquatics provides online, real-time knowledge management designed specifically to serve the needs of aquariums for animal management, research and conservation planning. With features like group management, water quality measures and trends, life support, training and enrichment, ZIMS for Aquatics is designed for aquarists, curators and managers and veterinary staff. Aquariums that are serious about conservation and providing best-in-class care for their collection know that [success depends on knowledge](#). Trusted by regulatory bodies, regional associations, and universities around the world, Species360 ZIMS is the best knowledge available while still serving the unique needs of aquatic collection management.

## ZIMS FOR STUDBOOKS



## ZIMS FOR STUDBOOKS

Replacing prior studbook offerings such as SPARKS and PopLink, ZIMS for Studbooks improves Studbook Keeper efficiency and record accuracy with suggested animals,

notification of records updates, and extensive data quality tools. Studbook data is now connected with institutional records entered into ZIMS for Husbandry, so Studbook Keepers can be notified of record updates via the pending updates and suggested animal lists. Integration with PMx is also included, enabling users to conduct intensive population analysis, improving species and conservation management.

## ZIMS FOR EDUCATION



## ZIMS FOR EDUCATION

Are you a zoological sciences teacher or a zoo or aquarium professional overseeing animal management staff? Are you ready to teach the world standard in animal

words management? The educational version of ZIMS, or LearnZIMS, provides a teaching platform and practice database through which students can enter and manipulate their own data and access that of other educational institutions. Licensees also have read-

only access to the live ZIMS database and manage the ultimate disposition of their data with no involvement by Species360.

### Want to learn more?

Watch our video about ZIMS – from record-keeping to data science.

## Data Science & Zoos | Aquariums



[DOWNLOAD ZIMS FLYER \(US\)](#)

[DOWNLOAD ZIMS FLYER \(A4\)](#)

### Member testimonials

In today's zoological institutions, with multiple species being managed as groups, it would be impossible to document the data the way we can in ZIMS.

***Rachél Watkins Rogers, Zoo Registrar and Records Coordinator, Zoo Miami***

I just wanted to pass on a compliment on the Species Holding program in ZIMS – AMAZING! I absolutely love the features and it's incredibly easy to use. The ease of information cuts my time in half!



**The City of Jackson  
Department of Parks  
and Recreation**

## MEMO

**TO:** JAQUELINE SPEARS, SECRETARY  
**FROM:** SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR  
**DATE:** FEBRUARY 21, 2024  
**CC:** **ABRAM MUHAMMAD, DIRECTOR**  
**JAMES CRUMP, DEPUTY DIRECTOR**  
**DEPARTMENT OF PARKS AND RECREATION**  
**SUBJECT: AGENDA ITEM REQUEST – SPECIES 360 RATIFICATION**

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This memorandum is to justify the ratification of services and a payment to Species 360. The Species 360 software and membership to maintain and facilitate collaborations on animals, internationally. Species 360 has provided the services to The Jackson Zoo, since January 2021.

**IT IS REQUESTED**, that an Order for the above-described professional services with Species 360 software and membership for the Jackson Zoo is ratified and that a payment in the amount of SIX THOUSAND FIVE DOLLARS AND THIRTY-SIX CENTS (\$6,005.36) be made to Species 360 from account no. 390-498.00-6419.

Thank you,

*Shannon V. Amos*

Budget Investment Officer

Parks & Recreation Department  
633 North State Street  
Jackson, MS 39209-7503  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Dr. Abram Muhammad, Director  
Department of Parks and Recreation

**DATE:** February 28, 2024

**RE:** Ratifying Payments to Species 360

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Order ratifying payments for services performed by Species 360 for software and membership in the amount of SIX THOUSAND FIVE DOLLARS AND THIRTY-SIX CENTS (\$6,005.36).

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

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

DATE: February 28, 2022

<b>POINTS</b>		<b>COMMENTS</b>										
1.	<b>Brief Description</b>	Order authorizing ratification of payment to Species 360 for access the Zoological Information Management System (ZIMS) for the Jackson Zoo.										
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	Youth & Education Quality of Life										
3.	<b>Who will be affected</b>	Jackson Zoo staff and students attending educational workshops.										
4.	<b>Benefits</b>	Facilitates international collaboration in the collection and sharing of knowledge on animals.										
5.	<b>Schedule (beginning date)</b>	January 2024 through December 2024										
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 5										
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Jackson Zoo and the Department of Parks & Recreation.										
8.	<b>COST</b>	Membership Renewal Fee (January 2024 thru December 2024) – SIX THOUSAND FIVE DOLLARS AND THIRTY SIX CENTS (\$6,005.36)										
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"/>	Account: 390-498.00-6419										
0.	<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>





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 APPROVING YEARLY MEMBERSHIP RENEWAL AND AUTHORIZING PAYMENT TO SPECIES 360 FOR CONTINUED USE OF ITS ZOOLOGICAL INFORMATION MANAGEMENT SOFTWARE FOR THE JACKSON ZOO** is legally sufficient for placement in NOVUS Agenda.

  
_____  
**Drew Martin, City Attorney**  
**Justin Powell, Deputy City Attorney** *JP 3-11-24*

*3/22/24*  
_____  
**Date**

OFFICE OF THE CITY ATTORNEY  
3/22/24



32



CLERK OF THE CITY ATTORNEY  
11-15-23

**ORDER REQUESTING APPROVAL OF FUTURE SERVICES FROM AND PAYMENTS TO MCMILLIAN IRRIGATION LLC FOR THE PROVISION OF IRRIGATION INSTALLATION SERVICES FOR RAIN BIRD INTEGRATED CONTROL EQUIPMENT THAT HAS ALREADY BEEN PURCHASED BY THE PARKS & RECREATION DEPARTMENT (HUTTON, LUMUMBA)**

**WHEREAS** the City of Jackson Parks and Recreation Department owns and operates the Pete Brown Golf Facility; and

**WHEREAS**, an irrigation system was installed at the Pete Brown Golf Facility over twenty (20) years ago; and

**WHEREAS**, the current irrigation system is in a current state of disrepair; and

**WHEREAS**, the State of Mississippi provided funds through a bond designated for improvements and upgrades to the Pete Brown Golf Facility; and

**WHEREAS**, the current irrigation system is only able to be used manually and in need of upgraded equipment to be able to provide automated water to the golf course when needed; and

**WHEREAS**, the current irrigation system consists of Rain Bird manufactured heads, components, computers, and software; and

**WHEREAS**, upgraded Rain Bird manufactured integrated control modules, computers, software, and parts have already been purchased by the City of Jackson Parks and Recreation Department using State of Mississippi bond funds as described above; and

**WHEREAS**, the City needs installation services for the above-mentioned modules, computers, software, and parts; and

**WHEREAS**, McMillian Irrigation LLC (McMillian Irrigation) is a Louisiana domiciled Limited Liability Company currently in good standing with the State of Mississippi; and

**WHEREAS**, McMillian Irrigation has provided a proposal to install the Rain Bird irrigation components, which have already been purchased by the Parks and Recreation Department, for FORTY-FIVE THOUSAND DOLLARS (\$45,000.00); and

**WHEREAS**, Athletic Turf Solutions LLC provided a proposal to install the Rain Bird irrigation components, which have already been purchased by the Parks and Recreation Department, for FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00); and

**WHEREAS**, the Parks and Recreation Department has decided to go with the proposal from McMillian Irrigation in the amount of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00); and

Agenda Item # 32  
April 9, 2024  
(Muhammad, Lumumba)

**WHEREAS**, it is in the best interests of the City of Jackson that these Rain Bird irrigation components be installed at the Pete Brown Golf Facility so that automated irrigation of the golf course can be achieved which will result in better efficiency, better maintenance, and a better overall golfing experience; and

**WHEREAS**, it is in the best interests of the City of Jackson that McMillian Irrigation be allowed to install said Rain Bird irrigation components in an amount not to exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000.00); thus

**IT IS THEREFORE ORDERED** that the installation of the irrigation components described above may be performed by McMillian Irrigation; and

**IT IS FURTHER ORDERED** that payment to McMillian Irrigation for the installation of the Rain Bird irrigation components shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) and that payment shall be made from account number 404.501.33-6419 for providing all labor required for said installation; and

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any agreements and/or documents to effectuate the above-described irrigation installation services provided by McMillian Irrigation.

<b>ITEM NO.:</b>	
<b>DATE:</b>	



# Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
MCMILLIAN IRRIGATION LLC	Legal

### Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1412672
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	09/26/2023
<b>State of Incorporation:</b>	LA
<b>Principal Office Address:</b>	307 BILL MCDONALD ROAD SUGARTOWN, LA 70662

### Registered Agent

Name
LAY WITCHER 1603 CLIFF GOOKIN BLVD TUPELO, MS 38801

### Officers & Directors

Name	Title
JESSE MCMILLIAN 307 BILL MCDONALD ROAD SUGARTOWN, LA 70662	President





**Athletic Turf Solutions, LLC**  
 1711 Highway 90 W  
 Jennings, LA 70546

# Estimate

Date	Estimate #
11/7/2023	23-056

<b>Name / Address</b>
City of Jackson MS P. O. Box 17 Jackson, MS 39205-0017

<b>Project</b>
Pete Brown Golf Fac...

Item	Description	Qty	Rate	Total
	Installation Quote to Upgrade Irrigation System on: Pete Brown Golf Facility, 3200 W. Woodrow Wilson Drive, Jackson, MS 39209-3407 Labor to Instal: 25 Ground / Surge Assys 210 ICM Modules 40 ICM Valve Kits			48,000.00
			<b>Total</b>	\$48,000.00

City of Jackson MS  
P.O. Box 17  
Jackson, MS 39205-0017

11/08/2023

**Installation Quote to Upgrade Irrigation System on:  
Pete Brown Golf Facility  
3200 W Woodrow Wilson Drive  
Jackson, MS 39209-3407**

**Labor to install**

**25 Ground / Surge Assys  
210 ICM Modules  
40 ICM Valve kits**

**Total quote \$ 45,000.00**

**Thank You,  
Jesse McMillian**



**McMillian Irrigation  
307 Bill McDonald Rd.  
Sugartown, La. 70662  
Phone 337-375-2113  
Irrigation Contractor  
# 63  
Jesse McMillian**

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

DATE: 11/09/2023

<b>POINTS</b>		<b>COMMENTS</b>																																																							
1.	<b>Brief Description/Purpose</b>	Order requesting approval of future services from and payments o McMillian Irrigation, LLC. for the provision of irrigation installation services for Rain Bird Integrated Control Equipment																																																							
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 5. Economic Development 7. Quality of Life																																																							
3.	<b>Who will be affected</b>	Parks and Recreation Department / Golf Courses																																																							
4.	<b>Benefits</b>	Providing repairs and upgrades to the irrigation systems at the Pete Brown Golf Facility.																																																							
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>	Ward 4  No																																																							
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department / Pete Brown Golf Facility / Interim Director Steve Hutton																																																							
8.	<b>COST</b>	<b>Forty-Five Thousand (\$45,000.00) Dollars</b>																																																							
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"/>	<b>FY2024 Account No. 404-501.33-6419 - \$45,000.00</b>																																																							
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	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>
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>																																															

Parks & Recreation Department  
633 North State Street 5th Floor  
Jackson, MS 39202  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Lumumba  
**From:** Stephen Hutton, Interim Director  
**CC:** Abram Muhammad, Deputy Director  
**Department of Parks & Recreation**  
**Date:** November 09, 2023  
**Re:** **Future Services – Efficient Power and Light**

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Order requesting approval of future services from and payments o McMillian Irrigation, LLC. for the provision of irrigation installation services for Rain Bird Integrated Control Equipment

The Department of Parks and Recreation & the Golf Division recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa



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  
11/15/23

## OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING APPROVAL OF FUTURE SERVICES FROM AND PAYMENTS TO MCMILLIAN IRRIGATION, LLC., FOR THE PROVISION OF IRRIGATION INSTALLATION SERVICES FOR RAIN BIRD INTEGRATED CONTROL EQUIPMENT THAT HAS ALREADY BEEN PURCHASED BY THE PARKS AND RECREATION DEPARTMENTS (HUTTON, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* JP 11-15-23

11/15/23  
Date



33





OFFICE OF THE CITY ATTORNEY  
3/21/24

**ORDER REQUESTING APPROVAL OF PROFESSIONAL SERVICES FROM AND PAYMENTS TO FACILITY SERVICES AND REMODELING LLC FOR POOL CLEANING AND RELATED MAINTENANCE SERVICES FOR GROVE PARK POOL, TERRY ROAD POOL, VA LEGION POOL, AND VINE STREET POOL (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the City of Jackson Park and Recreation Department, Aquatics Division, requested a quote for draining, cleaning, and pressure washing of the Grove Park Pool, Terry Road Pool, VA Legion Pool, and Vine Street Pool; and

**WHEREAS**, the Grove Park Pool is located at 1905 Northside Drive; and

**WHEREAS**, the Terry Road Pool is located at 3839 Terry Road; and

**WHEREAS**, the VA Legion Pool is located at 4400 Office Thomas Catchings Sr Dr.; and

**WHEREAS**, the Vine Street Pool is located at 318 Vine Street; and

**WHEREAS**, Facility Services and Remodeling, LLC (FS&R) (vendor no. 400131) is an active vendor with the City of Jackson; and

**WHEREAS**, FS&R is a Limited Liability Company, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on August 24, 2020; and

**WHEREAS**, it is the goal of the Parks and Recreation Department to start cleaning and performing maintenance of the above listed swimming pools ahead of the aquatic season; and

**WHEREAS**, the Parks and Recreation Department will need these pool(s) in full operation for the training and certification of lifeguards and pool managers; and

**WHEREAS**, the quote submitted by FS&R included labor and materials to drain, clean, and pressure wash Grove Park Pool, Terry Road Pool, VA Legion Pool, and Vine Street Pool; and

**WHEREAS**, there are no repair costs included in the quote for the cleaning of the pools; and

**WHEREAS**, FS&R's quotes for the draining, cleaning, and pressure washing of each of the four pools totals ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) per pool; and

**WHEREAS**, the grand total for draining, cleaning, and pressure washing Grove Park Pool, Terry Road Pool, VA Legion Pool, and Vine Street Pool is FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800.00); and

**WHEREAS**, the Parks and Recreation Department's Aquatics Division has sufficient funding in its FY24 Budget for the above-described professional pool cleaning and maintenance services; and

**WHEREAS**, it is in the best interests of the City of Jackson to have the professional pool cleaning services described above performed by FS&R to provide clean and sanitary swimming pools as the Parks and Recreation Department prepares for aquatic season; therefore

**IT IS HEREBY ORDERED** that the above-described quotes from FS&R for professional pool cleaning services for the Parks and Recreation Department is accepted and payment in the amount of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) is approved for each of the four quotes for a grand total of FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800.00); and

**IT IS FURTHER ORDERED** that the payments for the above-described professional services be made to FS&R (vendor no. 400131) from account no. 005-501.80-6419; and

**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.

**BY: MUHAMMAD, LUMUMBA**

**ITEM NO:** _____ **DATE:** _____

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

DATE: March 05, 2024

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description</b>	Order requesting approval of future professional services and payments related to receiving professional pool cleaning and maintenance services by Facility Services and Remodeling, LLC (vendor no. 400131) for draining, cleaning, and pressure washing services of the pools for the City of Jackson Department of Parks and Recreation – Aquatics Division.																																													
2.	<b>Public Policy Initiative</b> Youth & Education <b>Crime Prevention</b> Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Neighborhood Enhancement Quality of Life																																													
3.	<b>Who will be affected</b>	The City of Jackson citizens																																													
4.	<b>Benefits</b>	Allows the department to meet the demands and goals of the City of Jackson, while providing swimming opportunities for the youth within the City and surrounding areas.																																													
	<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"/>	Department of Parks & Recreation Aquatics Division (Charles Melvin)																																													
8.	<b>COST</b>	ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00)																																													
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"/>	FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800.00) to Facility Services and Remodeling, LLC. Account no. 005-501.80-6419 "Other Professional Services" Category																																													
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><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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**The City of Jackson  
Department of Parks  
and Recreation**

# MEMO

**TO: CHOKWE ANTAR LUMUMBA, MAYOR**  
**FROM: ABRAM MUHAMMAD, DIRECTOR**  
**CC: JAMES CRUMP, DEPUTY DIRECTOR**  
**JAQUELINE SPEARS, EXECUTIVE OFFICE COORDINATOR**  
**DEPARTMENT OF PARKS AND RECREATION**  
**DATE: MARCH 05, 2024**  
**SUBJECT: FUTURE SERVICES REQUEST - FACILITY SERVICES & REMODELING**

---

Order requesting approval of future professional services and payments related to receiving professional pool cleaning and maintenance services by Facility Services and Remodeling, LLC (vendor no. 400131) for draining, cleaning, and pressure washing services of the pools for the City of Jackson Department of Parks and Recreation – Aquatics Division.

The Parks and Recreation Department – Aquatics Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/sva





# Grove Park Pool



P.O. Box 59578  
 Jackson, MS 39284  
 601-937-1487  
 mr69cavett@yahoo.com

EIN # :

## CUSTOMER ORDER

Quote No.	GP04222024.pool
Date	April 22, 2024
Amount Due USD:	\$1,200
Payment Terms	Due Upon Completion
Customer PO#	

Bill To: City of Jackson – Parks and Recreation  
 100 MetroCenter Mall, Suite 104  
 Jackson, MS 39209

DESCRIPTION	AMOUNT
<b>GP of Jackson</b>	
- Drain, Clean & Pressure the Swimming Pool	
<b>Total</b>	<b>\$1,200</b>
Paid	\$0.00
Balance	\$1,200

Make all checks payable to  
**Marcus Cavett / Facility Services and Remodeling LLC**

**THANKS FOR YOUR BUSINESS!**















**Michael Watson**  
**SECRETARY OF STATE**

This is not an official certificate of good standing.

Name History

<b>Name</b>	<b>Name Type</b>
Facility Services and Remodeling, LLC	Legal

Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1232950
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	08/24/2020
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	4425 Jackson HWY Jackson, MS 39209

Registered Agent

**Name**  
Marcus Wade Cavett  
4425 Jackson HWY  
Jackson, MS 39209

Officers & Directors

<b>Name</b>	<b>Title</b>
Marcus Wade Cavett 4425 Jackson HWY Jackson, MS 39209	Manager




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 REQUESTING APPROVAL OF PROFESSIONAL SERVICES AND PAYMENTS TO FACILITY SERVICES AND REMODELING LLC FOR POOL CLEANING AND RELATED MAINTENANCE SERVICES FOR GROVE PARK POOL, TERRY ROAD POOL, VA LEGION POL, AND VINE STREET POOL 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

OFFICE OF THE CITY ATTORNEY  
3/11/24





34



OFFICE OF THE CITY ATTORNEY  
3/7/24

**ORDER REQUESTING APPROVAL OF PROFESSIONAL ENTERTAINMENT SERVICES AND PAYMENT TO DJ KOOL LAID ENTERTAINMENT FOR THE FLIPPING OUT TUMBLING EVENT BEING HELD ON SATURDAY, APRIL 20, 2024, AT THALIA MARA HALL (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the Parks and Recreation Department's Programming Division will host its annual Flipping Out Tumbling Event Saturday, April 20, 2024, at Thalia Mara Hall; and

**WHEREAS**, the Programming Division received a quote from DJ Kool Laid Entertainment to provide professional DJ Entertainment services at the event in the total amount of Six Hundred Dollars (\$600.00); and

**WHEREAS**, Bobby Lowery operates DJ Kool Laid Entertainment as a Sole Proprietorship; and

**WHEREAS**, Bobby Lowery has completed and filed a Sole Proprietorship Form with the Parks and Recreation Department wherein he acknowledged that he operates DJ Kool Laid Entertainment as a Sole Proprietorship and that he understands that there is no legal distinction between this type of business entity and himself; and

**WHEREAS**, it is in the best interests of the City of Jackson to hold family-oriented events such as the Flipping Out Tumbling Event and to provide professional entertainment services at such events so that attendees can memorialize the events; therefore

**IT IS HEREBY ORDERED** that entertainment services described above to be performed by DJ Kool Laid Entertainment at the Flipping Out Tumbling Event is approved and that payment shall be made to DJ Kool Laid Entertainment for said services in the total amount of Six Hundred Dollars (\$600.00) from account number 005-501.25-6419; and

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

**(MUHAMMAD, LUMUMBA)**

Item No.: 34

Date: April 9, 2024

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 11, 2024

POINTS		COMMENTS																																								
1.	<b>Brief Description</b>	Order requesting approval and payment for future professional entertainment services to DJ Kool Laid Entertainment for the City of Jackson Flipping Out Tumbling Event on Saturday, April 20, 2024.																																								
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	Youth & Education Crime Prevention Quality of Life																																								
3.	<b>Who will be affected</b>	Youths ages 5 years and up																																								
4.	<b>Benefits</b>	Provides youth with activities which they can participate in																																								
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval																																								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE ( <u>yes or no</u> ) (area)  ▪ Project limits if applicable	Citywide																																								
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks & Recreation.																																								
8.	<b>COST</b>	Six Hundred Dollars (\$600.00)																																								
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account No. 005-501.25-6419																																								
10	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%; text-align: center;">✓</td> <td style="width: 10%;">N/A</td> <td style="width: 10%; text-align: center;">✓</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td style="text-align: center;">✓</td> <td>N/A</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td style="text-align: center;">✓</td> <td>N/A</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td style="text-align: center;">✓</td> <td>N/A</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td style="text-align: center;">✓</td> <td>N/A</td> <td style="text-align: center;">✓</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	✓																																			
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NABE	_____ %	WAIVER	yes	no	✓	N/A	✓																																			

Parks & Recreation Department  
633 North State Street 5th Floor  
P O Box 17  
Jackson, MS 392005-0017  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** Mayor Chokwe Antar Lumumba  
**FROM:** Abram Muhammad, Director  
Department of Parks and Recreation  
**Date:** March 11, 2024  
**RE:** DJ Kool Laid Entertainment

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Order requesting approval and payment for future professional entertainment services to DJ Kool Laid Entertainment for the City of Jackson Flipping Out Tumbling Event on Saturday, April 20, 2024.

**IT IS REQUESTED**, that an Order for the above-described professional services with DJ Kool Laid for providing entertainment services for the Flipping Out Tumbling Event be ratified and that a payment in the amount of Six Hundred Dollars (\$600.00) be approved and made to DJ Kool Laid Entertainment from account no. 005-501.25-6419.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

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**INTEROFFICE MEMORANDUM**

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**TO:** Shannon Amos, Investment Budget Supervisor  
**Parks and Recreation**

**FROM:** Lisa Wilson, Recreation Manager *LW*  
**Parks and Recreation**

**SUBJECT:** QUOTE PROVIDED REQUESTING A PURCHASE ORDER FOR SERVICE FOR DJ  
KOOL LAID ENTERTAINMENT

**DATE:** MARCH 4, 2024

**CC:** Abram Muhammad, Director  
**Parks and Recreation**

---

This is a request for service needed in order to have a DJ and Music for the FLIPPING OUT TUMBLING EVENT held at Thalia Mara Hall services from DJ KOOL LAID ENTERTAINMENT at a cost of \$600.00, held on April 20, 2024.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES



pressure2theworld@yahoo.com

(769) 232-4782

### Kool Laid Ent

Kool Laid

662-616-2016 662 616 2016

6295 Old Canton Road,  
Jackson, MS, USA

6626162016

kool.laid05@gmail.com

ESTIMATE

1000

DATE

02/28/2024

TOTAL

USD \$600.00

TO

City of Jackson (Park & Rec)

Jackson, Ms

DESCRIPTION	RATE	QTY	AMOUNT
Dj Service	\$600.00	1 5yrs	\$600.00
<b>TOTAL</b>			<b>USD \$600.00</b>

Dj Service and Sound and 1 microphone



DEPARTMENT OF PARKS AND RECREATION



**SHANNON V. AMOS**  
Budget Investment Supervisor

633 North State Street, 5th Floor | P.O. Box 17  
Jackson, Mississippi 39205-0017  
601-960-0399 | Cell: 601-624-4512

Email: [samos@jacksonms.gov](mailto:samos@jacksonms.gov)

**FROM:** Parks and Recreation Department

**RE:** Vendor Certification as a Sole Proprietorship

The attorneys for the City of Jackson have recently created a requirement that all City of Jackson vendors must be registered with the Secretary of State or be classified as a Sole Proprietorship.

A Sole Proprietorship would be a vendor who's business is run by one person and there is no legal distinction between the owner and the business entity. Sole Proprietors may operate under their own name or under a trade name.

Please confirm below that you are operating as a Sole Proprietorship and return to:

**Shannon Amos**  
[samos@jacksonms.gov](mailto:samos@jacksonms.gov)  
601.960.0399

BOBBY LOWERY  
(Individual's Name)

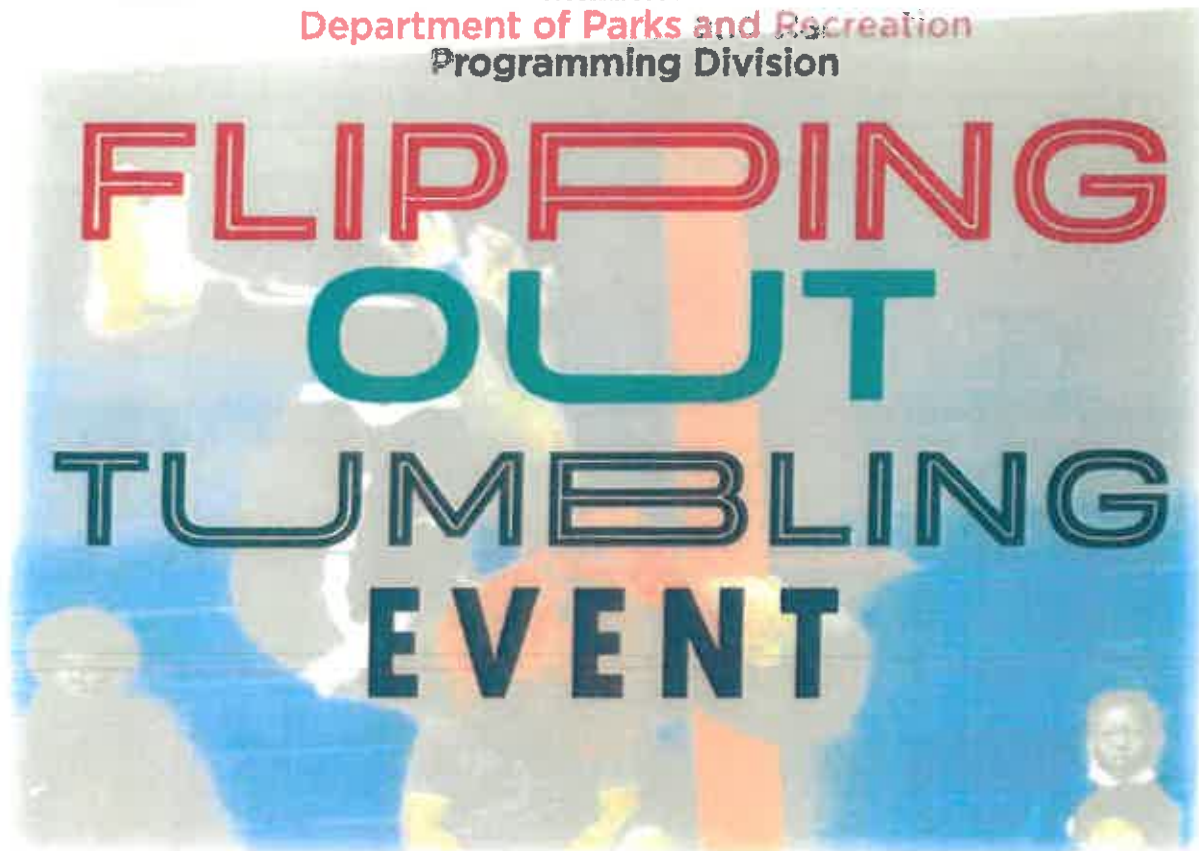
doing business as _____  
(Name of Business if different than Individual's Name, or mark N/A)

do hereby certify that I am operating my business as a Sole Proprietor, and therefore have not registered my business with the Mississippi Secretary of State's Office.

BOBBY LOWERY  
(Signature)



Department of Parks and Recreation  
Programming Division



**April 20, 2024**

**Check - in at 9:30 am**  
**Competition starts at 10:30 a.m.**



**Thalia Mara Hall**

**255 E. Pascagoula St. | Jackson, MS 39201**

**Scan Here to Register**  
**\$15 Registration Fee**

**5 YEARS OLD & UP**

**Door Admission \$5 cash only**

**For more information, contact Kim Jones 601.316.1327**

**JPS Disclaimer:** The Distribution of this material does not constitute an endorsement or an indication of support by the Jackson Public School District. Parents and students should determine for themselves if they want to use the services. The school district accepts no liability in this matter.





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 REQUESTING APPROVAL OF PROFESSIONAL ENTERTAINMENT SERVICES AND PAYMENT TO DJ COOL LAID ENTERTAINMENT FOR THE FLIPPING OUT TUMBLING EVENT BEING HELD ON SATURDAY, APRIL 20, 2024, AT THALIA MARA HALL is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Justin Powell, Deputy City Attorney JP 3/28/24

3/28/24

Date

OFFICE OF THE CITY ATTORNEY  
3/28/24



35



CHIEF OF THE CITY ATTORNEY  
3/17/24

**ORDER REQUESTING APPROVAL AND PAYMENT FOR FUTURE PROFESSIONAL SERVICES TO XTREME JUMPERS LLC FOR ENTERTAINMENT SERVICES TO BE PROVIDED AT THE SUMMER FUN DAY EVENT ON JULY 19, 2024, AT GROVE PARK COMMUNITY CENTER (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the Parks and Recreation Department's Programming Division will host its Summer Program beginning June 3, 2024, and ending July 19, 2024, at Grove Park Community Center; and

**WHEREAS**, the Programming Division received a quote from Xtreme Jumpers LLC to provide two (2) space jumps and one (1) waterslide at the Grove Park Summer Program Fun Day Event (Event) on Friday, July 19, 2024, in the total amount of Eight Hundred and Fifty Dollars (\$850.00); and

**WHEREAS**, Xtreme Jumpers is a Limited Liability Company, created pursuant to the Laws of the State of Mississippi on December 30, 2021, and is currently in Good Standing with the State of Mississippi; and

**WHEREAS**, it is in the best interests of the City of Jackson to host the Grove Park Summer Program and the Summer Fun Day Event for children between the ages of 6 and 12 and to provide various activities for the participants such as the space jumps and waterslide; therefore

**IT IS HEREBY ORDERED** that the above-described professional services to be provided by Xtreme Jumpers is approved and that payment shall be made to Xtreme Jumpers (vendor number 402005) for providing two (2) space jumps and one (1) waterslide in the total amount of Eight Hundred and Fifty Dollars (\$850.00) from account number 005-501.25-6419; and

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

**(MUHAMMAD, LUMUMBA)**  
Item No.: 35  
Date: April 9, 2024



## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 11, 2024

	POINTS	COMMENTS																																													
1.	<b>Brief Description</b>	Order requesting approval and payment for professional entertainment services to Xtreme Jumpers for Summer Fun Day at Grove Park Community Center on Friday, July 19, 2024.																																													
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>	Youth & Education Crime Prevention Quality of Life																																													
3.	<b>Who will be affected</b>	Youths participating in the Summer Program																																													
4.	<b>Benefits</b>	Provides entertainment for youths.																																													
5.	<b>Schedule (beginning date)</b>	Upon City 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>	4																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	The Department of Parks & Recreation, Programming Division																																													
8.	<b>COST</b>	Xtreme Jumpers – Eight Hundred and Fifty Dollars (\$850.00)																																													
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>	Account No. 005-501.25-6419																																													
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ABE	_____ %	WAIVER	yes	_____	no	√	N/A	√																																							
AABE	_____ %	WAIVER	yes	_____	no	√	N/A	√																																							
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HBE	_____ %	WAIVER	yes	_____	no	√	N/A	√																																							
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Parks & Recreation Department  
633 North State Street 5th Floor  
P O Box 17  
Jackson, MS 39205-0017  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

TO: Mayor Chokwe Antar Lumumba  
FROM: Abram Muhammad, Director  
Department of Parks and Recreation  
Date: March 11, 2024  
RE: Summer Program Fun Day 2024

---

Order requesting approval and payment for professional entertainment services to Xtreme Jumpers for the Summer Program Fun Day on Friday, July 19, 2024.

**IT IS REQUESTED**, that an Order for the above-described professional services with Xtreme Jumpers (vendor no. 402005) for providing one (1) water slide and one (1) space jump for the Summer Program Fun Day be ratified and that a payment in the amount of Eight Hundred and Fifty Dollars (\$850.00) be approved and made to Xtreme Jumpers from account no. 005-501.25-6419.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



**The City of Jackson  
Department of Parks  
and Recreation**

# MEMO

**TO:** JAQUELINE SPEARS, SECRETARY  
**FROM:** SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR  
**DATE:** MARCH 05, 2024  
**CC:** ABRAM MUHAMMAD, DIRECTOR  
JAMES CRUMP, DEPUTY DIRECTOR  
DEPARTMENT OF PARKS AND RECREATION  
**SUBJECT:** AGENDA ITEM REQUEST - XTREME JUMPERS

---

This memorandum is to provide account information for the professional services payment to XTreme Jumpers.

**IT IS REQUESTED**, that an Order for the above-described professional services with XTreme Jumpers for providing a space jump and water slide for the Grove Park Summer Program Fun Day on Friday, July 19, 2024 be ratified and that a payment in the amount of EIGHT HUNDRED FIFTY DOLLARS (\$850.00) be approved and made to XTreme Jumpers from account no. 005-501.25-6419.

Thank you,

*Shannon V. Amos*

Budget Investment Supervisor

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## INTEROFFICE MEMORANDUM

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**TO:** Shannon Amos, Investment Budget Supervisor  
**Parks and Recreation**

**FROM:** Lisa Wilson, Recreation Manager *LW*  
**Parks and Recreation**

**SUBJECT:** QUOTE PROVIDED REQUESTING A PURCHASE ORDER FOR XTREME JUMPER

**DATE:** MARCH 4, 2024

**CC:** Abram Muhammad, Director  
**Parks and Recreation**

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This service is necessary in order to provide the participants with activities for the end of the "SUMMER PROGRAM" that will take place on July 19, 2024 at Smith Wills Stadium services provided by XTREME JUMPER, at a cost of \$850.00.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES



# QUOTE

**Xtreme Jumpers**  
jisworld6@gmail.com

**Invoice No#:** 0286  
**Invoice Date:** Feb 28, 2024  
**Due Date:** Feb 28, 2024

**\$850.00**  
**AMOUNT DUE**

**BILL TO**  
Samos@city.jackson.ms.us

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Waterslide	2	\$300.00	\$600.00
2	Bouncer	2	\$125.00	\$250.00
			Subtotal	\$850.00
			<b>TOTAL</b>	<b>\$850.00 USD</b>

## NOTES TO CUSTOMER

Thanks for Choosing Xtreme Jumpers!!!

DEPARTMENT OF PARKS AND RECREATION  
PROGRAMMING DIVISION

# SUMMER PROGRAM

**FOR YOUTH AGES 6-12**

Begins: Monday, June 3, 2024 and Ends: Friday, July 19, 2024

**OFFICIAL REGISTRATION: (CITY FACILITIES ONLY)**

April 3, 2023 until all slots are filled SLOTS ARE LIMITED

**MONDAY - FRIDAY**

**9:00 a.m. - 4:00 p.m.**

**GROVE PARK COMMUNITY CENTER**

Department of Parks and Recreation

**\$110.00 (MONEY ORDER ONLY) \$10.00 (CASH ONLY) T-Shirt Fee**

**PARENTS MUST PROVIDE TRANSPORTATION, A HEALTHY SACK LUNCH AND SNACK**

## REGISTRATION REQUIREMENTS

121 IMMUNIZATION COMPLIANCE FORM (SHOT RECORDS), OR A BIRTH CERTIFICATE  
Documents can be obtained at your LOCAL HEALTH DEPARTMENT OR CHILD'S SCHOOL.

To this location listed below:

**Grove Park Community Center**

**4126 Parkway Avenue, Jackson, MS 39212**

**7:30 a.m. - 5:30 p.m.**

## ITEMS NEEDED

**MAT | CLEAR BOOK BAG | WATER BOTTLE**

FOR MORE INFORMATION, CALL 601-960-0643

*MASK MAYBE REQUIRED*

Disclaimer: The Distribution of this material does not constitute an endorsement or an indication of support by the Jackson Public School District. Parents and students should determine for themselves if they want to use the services.

The school district accepts no liability in this matter.



# Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Xtreme Jumpers LLC	Legal

Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1317211
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	12/30/2021
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	3257 Beatrice Drive Jackson, MS 39212

Registered Agent

Name
Johnnie Smith 3257 Beatrice Drive Jackson, MS 39212

Officers & Directors

Name	Title
Johnnie Smith 3257 Beatrice Drive Jackson, MS 39212	Manager

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 REQUESTING APPROVAL AND PAYMENT FOR FUTURE PROFESSIONAL SERVICES TO XTREME JUMPERS LLC FOR ENTERTAINMENT SERVICES TO BE PROVIDED AT THE SUMMER FUN DAY EVENT ON JULY 19, 2024, AT THE GROVE PARK COMMUNITY CENTER is legally sufficient for placement in NOVUS Agenda.

  
_____  
Drew Martin, City Attorney

Justin Powell, Deputy City Attorney JP 3/18/24

3/28/24

Date

OFFICE OF THE CITY ATTORNEY  
3/28/24





36



OFFICE OF THE CITY ATTORNEY  
3/18/24

**ORDER REQUESTING APPROVAL AND PAYMENT FOR FUTURE PROFESSIONAL ENTERTAINMENT SERVICES TO XTREME JUMPERS LLC AND TO PARTYTYME EVENT SERVICE INC FOR SERVICES THAT WILL BE PERFORMED AT THE ANNUAL FIREWORKS EXTRAVANGANZA BEING HELD ON WEDNESDAY, JULY 3, 2024, AT SMITH WILLS STATDIUM (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the Parks and Recreation Department's Programming Division will host its annual Fireworks Extravaganza Event (Fireworks Event) on Wednesday, July 3, 2024, at Smith Wills Stadium; and

**WHEREAS**, the Programming Division received a quote from Xtreme Jumpers LLC to provide, set up, and operate two (2) water slides at the Fireworks Event in the total amount of Six Hundred Dollars (\$600.00); and

**WHEREAS**, Xtreme Jumpers is a Limited Liability Company, created pursuant to the Laws of the State of Mississippi on December 30, 2021, and is currently in Good Standing with the State of Mississippi; and

**WHEREAS**, the Programming Division received a quote from PartyTyme Event Service INC (PartyTyme) to provide, set up, and operate a Rockwall (climbing wall) with an on-site attendant and a space jump at the Fireworks Event in the total amount of One Thousand One Hundred Seventy-Five Dollars (\$1,175.00); and

**WHEREAS**, PartyTyme is a For-Profit Company, created pursuant to the Laws of the State of Mississippi on May 14, 2003, and is currently in Good Standing with the State of Mississippi; and

**WHEREAS**, it is in the best interests of the City of Jackson to hold family-oriented events such as the Fireworks Event and to provide professional entertainment services at such events so that attendees can participate in activities and memorialize the events; therefore

**IT IS HEREBY ORDERED** that the above-described professional services by Xtreme Jumpers to be performed at the Fireworks Event is approved, and that payment shall be made to Xtreme Jumpers (vendor number 402005) for providing two (2) water slides in the total amount of Six Hundred Dollars (\$600.00) from account number 005-501.25-6419; and

**IT IS FURTHER ORDERED** that the above-described professional services by PartyTyme to be performed at the Fireworks Event is approved, and that payment shall be made to PartyTyme (vendor number 402072) for providing a Rockwall with an attendant and a space jump in the total amount of One Thousand One Hundred Seventy-Five Dollars (\$1,175.00) from account number 005-501.25-6419; and

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

**(MUHAMMAD, LUMUMBA)**

Item No.: 36

Date: April 9, 2024

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 11, 2024

POINTS		COMMENTS	
1.	<b>Brief Description</b>	Order requesting approval and payment for professional entertainment services to Xtreme Jumpers and PartyTyme Events for the annual Fireworks Extravaganza event being held at Smith Wills Stadium on Wednesday, July 3, 2024.	
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	Youth & Education Crime Prevention Quality of Life	
3.	<b>Who will be affected</b>	Youths and the citizens of Jackson, MS	
4.	<b>Benefits</b>	Provides entertainment for youths and adults.	
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>	Citywide	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Department of Parks & Recreation.	
8.	<b>COST</b>	PartyTyme Event - One Thousand One Hundred Seventy-Five Dollars (\$1,175.00) Xtreme Jumpers – Six Hundred Dollars (\$600.00)	
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"/>	Account No. 005-501.25-6419	
10	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER    yes _____ no <input checked="" type="checkbox"/> WAIVER    yes _____ no <input checked="" type="checkbox"/> WAIVER    yes _____ no <input checked="" type="checkbox"/> WAIVER    yes _____ no <input checked="" type="checkbox"/> WAIVER    yes _____ no <input checked="" type="checkbox"/>

Parks & Recreation Department  
633 North State Street 5th Floor  
P O Box 17  
Jackson, MS 392005-0017  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

TO: Mayor Chokwe Antar Lumumba  
FROM: Abram Muhammad, Director  
Department of Parks and Recreation  
Date: March 11, 2024  
RE: Fireworks Extravaganza

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Order requesting approval and payment for professional entertainment services to Xtreme Jumpers and PartyTyme Events for the annual Fireworks Extravaganza being held at Smith Wills Stadium on Wednesday, July 3, 2024.

**IT IS REQUESTED**, that an Order for the above-described professional services with Xtreme Jumpers (vendor no. 402005) for providing 2 water slides for the Fireworks Extravaganza be ratified and that a payment in the amount of Six Hundred Dollars (\$600.00) be approved and made to Xtreme Jumpers from account no. 005-501.25-6419.

**IT IS REQUESTED**, that an Order for the above-described professional services with PartyTyme Events (vendor no. 402072) for providing a Rockwall with an attendant and a space jump for the Fireworks Extravaganza be ratified and that a payment in the amount of One Thousand One Hundred Seventy-Five Dollars (\$1,175.00) be approved and made to PartyTyme Events from account no. 005-501.25-6419.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



**The City of Jackson  
Department of Parks  
and Recreation**

# MEMO

**TO:** JAQUELINE SPEARS, SECRETARY  
**FROM:** SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR  
**DATE:** MARCH 05, 2024  
**CC:** ABRAM MUHAMMAD, DIRECTOR  
JAMES CRUMP, DEPUTY DIRECTOR  
DEPARTMENT OF PARKS AND RECREATION  
**SUBJECT:** AGENDA ITEM REQUEST – FIREWORK EXTRAVANGANZA

---

This memorandum is to provide account information for the professional services payments to multiple vendor(s) for the Firework Extravaganza on July 03, 2024 at the Smith Wills Stadium.

**IT IS REQUESTED**, that an Order for the above-described professional services with XTreme Jumpers (vendor no. 402005) for providing (2) water slides for the Firework Extravaganza to be ratified and that a payment in the amount of SIX HUNDRED DOLLARS (\$600.00) be approved and made to XTreme Jumpers from account no. 005-501.25-6419.

**IT IS REQUESTED**, that an Order for the above-described professional services with Partytime Events (vendor no. 402072) for providing a rockwall with an attendant and a space jump for the Firework Extravaganza to be ratified and that a payment in the amount of ONE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$1,175.00) be approved and made to Partytime Events from account no. 005-501.25-6419.

Thank you,

*Shannon V. Amos*

Budget Investment Supervisor

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## INTEROFFICE MEMORANDUM

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**TO:** Shannon Amos, Investment Budget Supervisor  
**Parks and Recreation**

**FROM:** Lisa Wilson, Recreation Manager *LW*  
**Parks and Recreation**

**SUBJECT:** QUOTE PROVIDED REQUESTING A PURCHASE ORDER FOR XTREME JUMPER

**DATE:** MARCH 4, 2024

**CC:** Abram Muhammad, Director  
**Parks and Recreation**

---

This service is necessary in order to provide the participants with activities for the "FIREWORKS EXTRAVAGANZA" that will take place on July 3, 2024 at Smith Wills Stadium services provided by XTREME JUMPER, at a cost of \$600.00.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES



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**INTEROFFICE MEMORANDUM**

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**TO:** Shannon Amos, Investment Budget Supervisor  
**Parks and Recreation**

**FROM:** Lisa Wilson, Recreation Manager *LW*  
**Parks and Recreation**

**SUBJECT:** QUOTE PROVIDED REQUESTING A PURCHASE ORDER FOR PARTYTIME EVENTS

**DATE:** MARCH 4, 2024

**CC:** Abram Muhammad, Director  
**Parks and Recreation**

---

This service is necessary in order to provide the participants with activities for the "FIREWORKS EXTRAVAGANZA" that will take place on July 3, 2024 at Smith Wills Stadium services provided by PARTYTIME EVENTS, at a cost of \$1,175.00.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES

# INVOICE

## PARTYTIME EVENTS

*WE DELIVER FUN!*

P.O. BOX 180204  
RICHLAND, MS 39218  
601-941-9010

DATE: March 4, 2024

DATE OF EVENT: July 3, 2024  
4-7 PM

BILL TO: CITY OF JACKSON  
PARKS AND REC

DESCRIPTION	AMOUNT
ROCKWALL W/ ATTENDANT	
COMBO	
SPACE JUMP	
<b>SUBTOTAL</b>	<b>\$ 1,175.00</b>
<b>TAX</b>	<b>0.00%</b>
<b>SALES TAX</b>	
<b>TOTAL DUE</b>	<b>\$ 1,175.00</b>

Make all checks payable to PARTYTIME. If you have any questions concerning this invoice call us @ 601-941-9010 or partytimems@hotmail.com.

**THANK YOU FOR YOUR BUSINESS!**



# 2024

## JACKSON'S

### Fireworks

## EXTRAVAGANZA

### WEDNESDAY | JULY 3

FREE ADMISSION | FIREWORKS DISPLAY AT NIGHTFALL

### SMITH WILLS STADIUM

1200 LAKELAND DRIVE, JACKSON, MS 39216

GATES OPEN AT 4:30 PM

COME AND ENJOY  
A FAMILY FRIENDLY EVENT  
SPECTACULAR  
FIREWORKS SHOW  
8:45PM-UNTIL

### KIDZ ZONE 5PM-7PM

WATER SLIDES · FACE PAINTING · GAMES · SPACE JUMPS

FOOD VENDORS  
ENTERTAINMENT · 7PM-8:45PM

FOR MORE INFORMATION, PLEASE CALL 601.960.0471



CITY OF JACKSON MS-DEPARTMENT OF PARKS AND RECREATION



COJ_PARKS_RECREATION

THE CITY OF  
**JACKSON**  
MISSISSIPPI

JPS Disclaimer: The Distribution of this material does not constitute an endorsement or an indication of support by the Jackson Public School District. Parents and students should determine for themselves if they want to use the services.

The school district accepts no liability in this matter.



**Michael Watson**  
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
PARTYTYME EVENT SERVICE, INC	Legal

Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	733608
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	05/14/2003
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	300 CEAMON PITTMAN, P O BOX 996 WAYNESBORO, MS 39367

Registered Agent

**Name**  
DARLENE COCHRAN  
22 RONNIE LOFTON DR, P O BOX 996  
WAYNESBORO, MS 39367

Officers & Directors

Name	Title
Dianne Daughtrey 1414 Fairview Drive Waynesboro, MS 39367	Incorporator
Russell E Dearman 00300 Ceamon Pittman Rd Waynesboro, MS 39367	Incorporator
Sherrita Pitts 29 Jay Hinton Drive Waynesboro, MS 39367	Incorporator
Ronald Smith 559 WHITE OAK RD FLORANCE, MS 39073	Director, President
RUSSELL DEARMAN 300 CEAMON PITTMAN RD WAYNESBORO, MS 39367	Vice President
DARLENE COCHRAN 22 RONNIE LOFTON DR Waynesboro, MS 39367	Secretary, Treasurer

# QUOTE

**Xtreme Jumpers**  
jlsworld6@gmail.com



**Invoice No#:** 0285  
**Invoice Date:** Feb 28, 2024  
**Due Date:** Feb 28, 2024

**\$600.00**  
**AMOUNT DUE**

**BILL TO**  
Samos@city.jackson.ms.us

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Waterslide	2	\$300.00	\$600.00
			Subtotal	\$600.00
			<b>TOTAL</b>	<b>\$600.00 USD</b>

## NOTES TO CUSTOMER

Thanks for choosing Xtreme Jumpers!!!



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

<b>Name</b>	<b>Name Type</b>
Xtreme Jumpers LLC	Legal

### Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1317211
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	12/30/2021
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	3257 Beatrice Drive Jackson, MS 39212

### Registered Agent

<b>Name</b>
Johnnie Smith 3257 Beatrice Drive Jackson, MS 39212

### Officers & Directors

<b>Name</b>	<b>Title</b>
Johnnie Smith 3257 Beatrice Drive Jackson, MS 39212	Manager

# 2024

## JACKSON'S

### *Fireworks* EXTRAVAGANZA

## WEDNESDAY | JULY 3

FREE ADMISSION | FIREWORKS DISPLAY AT NIGHTFALL

SMITH WILLS STADIUM

1200 LAKELAND DRIVE, JACKSON, MS 39216

GATES OPEN AT 4:30 PM

COME AND ENJOY  
A FAMILY FRIENDLY EVENT  
SPECTACULAR  
FIREWORKS SHOW  
8:45PM-UNTIL

KIDZ ZONE 5PM-7PM

WATER SLIDES • FACE PAINTING • GAMES • SPACE JUMPS

FOOD VENDORS  
ENTERTAINMENT • 7PM-8:45PM

FOR MORE INFORMATION, PLEASE CALL 601.960.0471



CITY OF JACKSON MS-DEPARTMENT OF PARKS AND RECREATION



COJ_PARKS_RECREATION

THE CITY OF  
**JACKSON**  
MISSISSIPPI

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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 REQUESTING APPROVAL AND PAYMENT FOR FUTURE PROFESSIONAL ENTERTAINMENT SERVICES TO XTREME JUMPERS LLC AND TO PARTYTYME EVENT SERVICE INC FOR SERVICES THAT WILL BE PERFORMED AT THE ANNUAL FIREWORKS EXTRAVANGANZA BEING HELD ON WEDNESDAY, JULY 3, 2024, AT SMITH WILLS STADIUM** is legally sufficient for placement in NOVUS Agenda.

  
_____  
**Drew Martin, City Attorney**

**Justin Powell, Deputy City Attorney** JP 3/18/24

3/28/24

**Date**



37



**ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF THE LIMITED REPAIR PROGRAM IN THE DEPARTMENT OF PLANNING (WARD 6)**

OFFICE OF THE CITY ATTORNEY  
2/6/24

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

**WHEREAS**, on April 28, 2023 the Office of Housing and Community Development received three (3) quotes from qualified, licensed, and certified contractors, to complete electrical, mechanical, plumbing, interior general, exterior general renovations of the property located at 1382 Dorgan Street Jackson, MS 39204; and

**WHEREAS**, on May 23, 2023, the city received a letter of acceptance from Multi-Con, Inc. accepting the award amount of thirty-one thousand seven hundred forty five dollars (\$31,745.00) for 1382 Dorgan Street, Jackson, MS 39204; and

**IT IS FURTHER ORDERED** that the total amount shall not exceed thirty-one thousand seven hundred forty-five dollars (\$31,745.00) for the entire project, this amount includes any authorized change orders which cannot exceed Five Thousand Dollars (\$5,000.00) per bid with the proper supporting documentation evidencing a need.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute any and all documents necessary to enter into an Agreement with Multi-Con, Inc., for the use of general funds for the repair of one property located at 1382 Dorgan Street Jackson, MS 39204.

Item Number 37  
Date April 9, 2024  
(Keeton, Lumumba)

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

**DATE: 2/7/2024**

	POINTS	COMMENTS
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF THE LIMITED REPAIR PROGRAM IN THE DEPARTMENT OF PLANNING (WARD 6)</b>
2.	<b>Purpose</b>	Limited repair program
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	1382 Dorgan Street Jackson, MS 39204
5.	<b>Schedule (beginning date)</b>	April 1, 2024
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes/no)</b> <b>(area)</b> <b>Project limits if applicable</b>	City of Jackson Ward 6
7.	<b>Action implemented by:</b> <b>City Department</b> <u>  X  </u> <b>Consultant</b> _____	Department of Planning Office of Housing & Community Development.
8.	<b>COST</b>	(\$31,745.00) CDBG Funds
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 type="checkbox"/>	085-84510-6485
10.	<b>E. B.O. Participation</b>	<b>ABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>AABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>WBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>HBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>NABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____

## MEMORANDUM

**TO:** Mayor Chokwe Lumumba

**FROM:** Chloe Dotson, Director  
Department of Planning and Development

**DATE:** ~~May 22, 2023~~

**RE:** Agenda Item for February 27th City Council Meeting

The attached agenda allows the Office of Housing and Community Development to provide limited repair services using allocated CDBG funds for property located at 1382 Dorgan Street Jackson, MS 39204.



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

*Helpful*  
*4/11/24*

## OFFICE OF THE CITY ATTORNEY

---

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF THE LIMITED REPAIR PROGRAM IN THE DEPARTMENT OF PLANNING (WARD 6) is legally sufficient for placement in NOVUS Agenda.**

  
_____  
**Drew Martin, City Attorney**

**Kristie Metcalfe, Deputy City Attorney**



4/11/24  
**Date**

**MULTI-CON, INC.**  
**P.O. BOX 9325 JACKSON, MS 39286-9325**  
**(601)922-7777 Fax (601) 922-7717**  
Email: [multiconelec@comcast.net](mailto:multiconelec@comcast.net)

August 05, 2022

City Of Jackson  
John Avery, Manager  
Office of Housing and Community Development  
200 South President Street (2nd Floor)  
Jackson, MS 39201

Re: Letter of Acceptance – 1382 Dorgan Street

Dear Mr. Avery:

This will serve as formal notice to you and The City of Jackson Office of Housing and Community Development, that Multi-Con, Inc. hereby accepts the award for 1382 Dorgan Street in the amount of \$31,745.00.

If additional information is needed please notify me at the address above or email [multiconelec@comcast.net](mailto:multiconelec@comcast.net) or call 601-540-8134.

Sincerely,

*Joe C. Collins*

Joe C. Collins  
President

RECEIVED

CONTRACTOR BID FORM



AUG 01 2022

City of Jackson  
Housing and Community Development  
Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation  
(Select One)  Lead Program (LSJHP)

Contractor Information:

Company: Multi-Con, Inc  
Name: Joe C. Collins  
Address: P.O. Box 9325  
City, State: Jackson, MS Zip/Postal Code: 39206  
Email: Multiconelec@comcast.net  
Phone: (601) 922-7777 Fax: (601) 922-7707

Project Bid Information:

Rehabilitation Site Address: 1382 Dorgan St.

Based upon the scope of work and specifications provided (See Attached), Multi-Con, Inc. (company name) proposes to complete work on the above referenced property for an amount of \$ 31,745 my

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: [Signature] Date: 8/1/22  
Print Name: Joe C. Collins Date: _____  
Company: Multi-Con, Inc.

For Office Use Only:  
Bid Approved by: _____ Date: _____



CONTRACTOR BID FORM

Program Type: [X] Limited Repair Rehabilitation [ ] Comprehensive Rehabilitation
(Select One) [X] Lead Program (LSJHP)

Company: Ben Wiggins Remodeling
Name: Benjamin (Ben) Wiggins
Address: 1619 Central Street
City, State: Jackson, MS Zip/Postal Code: 39203
Email: bosswiggnr@yahoo.com
Phone: 601.209.4823 Fax:

Project Bid Information

Rehabilitation Site Address: 1382 Dorgan Street

Based upon the scope of work and specifications provided (See Attached), Ben Wiggins Remodel'g (company name) proposes to complete work on the above referenced property for an amount of \$ 43,000.00

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Benjamin Wiggins Date: 8-1-22
Print Name: Benjamin Wiggins Date: 8-1-22
Company: Ben Wiggins Remodeling

For Office Use Only:
Bid Approved by: Date:

RECEIVED

AUG 01 2022



### CONTRACTOR BID FORM

**Program Type:**  Limited Repair Rehabilitation  Comprehensive Rehabilitation  
(Select One)  Lead Program (LSJHP)

#### Contractor Information

Company: Al-n-1 construction  
Name: Harvey Williams  
Address: 630 Brandon Ave  
City, State: Jackson Ms Zip/Postal Code: 39209  
Email: Discount630@yahoo.com  
Phone: 601 238 7767 Fax: _____

#### Project Bid Information

Rehabilitation Site Address: 1397 Dorgan St

Based upon the scope of work and specifications provided (See Attached), Al-n-1 construction (company name) proposes to complete work on the above referenced property for an amount of \$ 20,000.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Harvey Williams Date: 8-1-22  
Print Name: Harvey Williams Date: 8-1-22  
Company: Al-n-1 construction

For Office Use Only:

Bid Approved by: _____ Date: _____



### CONTRACTOR BID FORM

**Program Type:** (Select One)  Limited Repair Rehabilitation  Comprehensive Rehabilitation  Lead Program (LSJHP)

#### Contractor Information:

Company: All Management Services Resource  
 Name: Jerry Boulden  
 Address: 750 Boling St. Suite E  
 City, State: Jackson, MS Zip/Postal Code: 39209  
 Email: bouldenj@msrcanstr.us  
 Phone: 601-720-1252 Fax: 769-233-7577

#### Project Bid Information:

Rehabilitation Site Address: 1382 Durgan St.

Based upon the scope of work and specifications provided (See Attached), _____ (company name) proposes to complete work on the above referenced property for an amount of \$ 67,000.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Jerry Boulden Date: 8/1  
 Print Name: Jerry Boulden Date: 8/1  
 Company: AMSR

For Office Use Only:  
 Bid Approved by: _____ Date: _____

RECEIVED

AUG 01 2022

CONTRACTOR BID FORM



City of Jackson  
Housing and Community Development

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation  
(Select One)  Lead Program (LSJHP)

Contractor Information

Company: Murphy's Development LLC  
Name: Douglas E. Williams  
Address: 375 Edgewood Terrace  
City, State: Jackson, Ms Zip/Postal Code: _____  
Email: taylor.dan@windstream.net  
Phone: 601-992-238-1330 Fax: 601-845-4643

Project Bid Information

Rehabilitation Site Address: 1382 Dorgan Street

Based upon the scope of work and specifications provided (See Attached), MURPHY'S Development (company name) proposes to complete work on the above referenced property for an amount of \$ 84,000.00. *hand 65000*

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development. *Healthy Home 77,500.00*

Contractor Signature: *Douglas E. Williams*  
Print Name: Douglas E Williams  
Company: Murphy's Development LLC

Date: 8-1-2022  
Date: 8-1-2022

For Office Use Only:  
Bid Approved by: _____ Date: _____

**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**LIMITED REPAIR PROGRAM**  
**(LEAD SAFE JACKSON HOUSING PROGRAM SCOPE OF WORK)**



**|| 1382 Dorgan St.**  
**MS.**

**LEAD**

- 1) Stabilize and Repaint Porch ceiling on Side A (approx. 60 sq. ft.) (include all applicable hardware and trim)
- 2) Stabilize and Repaint Porch soffit on Side A (approx. 120 sq. ft.) ( include all applicable hardware and trim)
- 3) Stabilize and Repaint Exterior door trim on Side D (approx. 17 lin. Ft.) ( include all applicable hardware and trim)

**REHAB**

- 1) Remove and Replace (5) ceiling fans in house ( include all applicable hardware and trim)
- 2) Patch and Paint ceiling in master bedroom (approx. 224 sq. ft.) ( include all applicable hardware and trim)
- 3) Patch and Paint ceiling in hallway (approx. 30 sq. ft.)
- 4) Repair and Paint Master Bathroom walls (approx. 48 sq. ft.) (include all applicable hardware and trim)
- 5) Remove and Replace light/vent fan combo in hall bathroom (include all applicable hardware and trim)
- 6) Remove and Replace vanity light bar in hall bathroom (Include all applicable hardware and trim)
- 7) Patch and Paint Ceiling in hall bathroom (approx. 40 sq. ft.) (include all applicable hardware and trim)
- 8) Remove and Close in Door on Side D of house (include all applicable hardware and trim)
- 9) Install light color siding to Side D (closest to current house color) ( include all applicable hardware and trim)
- 10) Prime and Paint Side D of house (include all applicable hardware and trim)



**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**LIMITED REPAIR PROGRAM**  
**(LEAD SAFE JACKSON HOUSING PROGRAM SCOPE OF WORK)**



- 11) Remove and Replace fascia on Side A (approx. 25 sq. ft.) (include all applicable hardware and trim)
- 12) Prime and Paint fascia on Side A. (include all applicable hardware and trim)
- 13) Repair and Paint soffit on Side A (include all applicable hardware and trim)
- 14) Install Laminate flooring in hallway (approx. 70sq. ft.) ( include all applicable hardware and trim)
- 15) Install Laminate flooring in Bedroom #1 (approx. 150 sq. ft.) (include all applicable hardware and trim)
- 16) Remove and Replace 3-tab shingle roof (approx. 25 squares)( include all applicable hardware and trim)( include 30% decking)

## **HEALTHY HOMES**

1. Remove old dead wood tree in front yard of house (include all applicable hardware)
2. Limb up oak tree hanging over dwelling on Side A of house. ( include all applicable hardware)

*KEY: Housing Hazard (HH) identified from the Healthy Home Rating System* **HH 29**

# Cost estimate

## LEAD PROGRAM

*Job: 1382 Dorgan st  
Ms.*

Description	Unit/Qty	Estimate Price
<b>LEAD</b>		
S&R Porch Ceiling		\$321
S&R Porch Soffit		\$608
S&R Exterior Door Trim		\$294
<b>LEAD TOTAL</b>		<b>\$1,223</b>
<b>REHAB</b>		
R&R (5) ceiling fans	\$840ea.	\$4,200
P&P Master Bedroom Ceiling		\$535
P&P Hallway Ceiling		\$194
R&P Master Bathroom Walls		\$511
R&R light/vent fan combo		\$443
R&R Hall bathroom light bar		\$357
P&P Hall bathroom Ceiling		\$203
Remove and Close in Door		\$189
Install siding (approx. 25 sq. ft.)		\$366

P&P Side D of house (approx. 28 sq. ft.)	\$482
R&R Fascia on Side A	\$411
P&P Fascia on Side A	\$436
R&P Soffit on Side A	\$518
Install laminate flooring (approx. 220)	\$3,535
R/R 3-tab Shingle roof	\$11,150
<b>REHAB TOTAL</b>	<b>\$23,530</b>

### HEALTHY HOMES

Remove dead tree in front yard	\$2500
Limb up tree in front yard	\$2500

<b>HEALTHY HOMES TOTAL</b>	<b>\$5,000</b>
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<b>GRAND TOTAL</b>	<b>\$29,753</b>
-/10%	\$26,615
+/10%	\$32,728

38



**ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC**

**WHEREAS**, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

**WHEREAS**, the Transit Services Division had to repair the electronic gate that presented a safety issue at the JTRAN Administrative and Maintenance Facility (JAMF); and

**WHEREAS**, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

**WHEREAS**, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City's transit system; and

**WHEREAS**, in order to ensure the continued safety, proper operation, and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from Jefcoat Fence Company, Inc. for three hundred and ten dollars (\$310.00) be ratified.

**IT IS, THEREFORE, ORDERED** that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Jefcoat Fence Company, Inc. for three hundred and ten dollars (\$310.00).

ITEM # 38

AGENDA DATE: April 9, 2024  
(Keeton, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/27/2024**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR ( ) AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	All residents and visitors of the City of Jackson.
5.	<b>Schedule (beginning date)</b>	
6.	<b>Location:</b>	JAMF
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transportation Planning Division
8.	<b>COST</b>	Not to exceed \$155.00
9.	<b>Source of Funding</b> <b>General Fund X</b> <b>Grant X</b> <b>Bond</b> <b>Other</b>	187.565.20.6461: \$155.00 Grant: MS.2020.001.00: \$124.00 General Fund: \$31.00
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:** Chokwe A. Lumumba, Mayor

**THRU:** Chloe Dotson, Director  
Department of Planning & Development

**FROM:** Christine Welch, Deputy Director *COW*  
Office of Transportation

**DATE:** February 9, 2024

**RE:** Agenda Item for February 27, 2024 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@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


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This **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC** is legally sufficient for placement in NOVUS Agenda.

  
_____  
**Drew Martin, City Attorney**  
**Kristie Metcalfe, Deputy City Attorney**

4/2/24  
Date



OFFICE OF THE CITY ATTORNEY  


39



**ORDER AUTHORIZING THE HINDS COUNTY HUMAN RESOURCE AGENCY  
TO REPAIR ROOFS ON BUILDINGS THAT HOUSE THE AGENCY'S HEAD  
START PROGRAM**

OFFICE OF THE CITY ATTORNEY  
3/11/24

**WHEREAS**, on July 8, 2009 Hinds County Human Resource Agency (HCHRA) and the City of Jackson entered into an agreement authorizing HCHRA to use certain property for the operation of the Head Start Program; and

**WHEREAS**, such property is more particularly described as follows: Parcel Number 820-920 located at 1450 Wiggins Road and known as the Westside Community Center, Parcel Number 177-36 located at 555 South Roach Street and known as the Martin Community Center, and Parcel Number 104-174-1 located at 2050 Martin Luther King Jr. Drive and known as the Mary C. Jones Community Center; and

**WHEREAS**, the agreement requires HCHRA to obtain the written consent of the governing authorities before making any improvements to the property; and

**WHEREAS**, HCHRA is requesting immediate approval to repair roofs on the buildings; and

**WHEREAS**, the Surplus Property Committee recommends that written consent be granted to HCHRA to make the necessary roof repairs.

**IT IS HEREBY ORDERED** that the Mayor is authorized to grant written consent to HCHRA to repair the roofs on the buildings described as follows: Parcel Number 820-920 located at 1450 Wiggins Road and known as Westside Community Center, Parcel Number 177-36 located at 555 South Roach Street and known as Martin Community Center, and Parcel Number 104-174-1 located at 2050 Martin Luther King Jr. Drive and known as the Mary C. Jones Community Center.

Item#: 39  
April 9, 2024  
(Keeton, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 02/23/2024**

<b>POINTS</b>		<b>COMMENTS</b>																																			
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE HINDS COUNTY HUMAN RESOURCE AGENCY TO REPAIR ROOFS ON BUILDINGS THAT HOUSE THE AGENCY'S HEAD START PROGRAM</b>																																			
2.	<b>Purpose</b>	Grant approval to Hinds County Human Resource Agency to do roof repairs on buildings																																			
3.	<b>Who will be affected</b>	Neighborhood residents																																			
4.	<b>Benefits</b>	The city will not have the expense of roof repair work.																																			
5.	<b>Schedule (beginning date)</b>	N/A																																			
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>	Wards 3,4,7 No N/A																																			
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 Planning & Development																																			
8.	<b>COST</b>	N/A																																			
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>	N/A																																			
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	<table style="width: 100%; border-collapse: collapse;"> <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%;">no ___</td> <td style="width: 10%;">N/A ___</td> <td style="width: 10%;">X___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> <td>X___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> <td>X___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> <td>X___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> <td>X___</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___	AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___	WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___	HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___	NABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___
ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															
AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															
WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															
HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															
NABE	_____ %	WAIVER	yes ___	no ___	N/A ___	X___																															

**Department of Planning and Development**



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Chloe Dotson, Director  
**Date:** February 23, 2024  
**Subject:** Agenda Item – Order authorizing the Hinds County Human Resource Agency to repair roofs on buildings that house the agency’s Head Start Program

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The Surplus Property Committee has considered this property, and after having made it known that the property was available for use, found that no City department expressed an interest in utilizing the property for any municipal purpose.

The attached order authorizes the declaration of approval to Hinds County Human Resource Agency to do roof repairs on city owned property that house the agency’s “Head Start” Program.

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 HINDS COUNTY HUMAN RESOURCE AGENCY TO REPAIR ROOFS ON BUILDINGS THAT HOUSE THE AGENCY'S HEAD START PROGRAM** is legally sufficient for placement in NOVUS Agenda.

  
_____  
**Drew Martin, City Attorney**

  
_____  
**Kristie Metcalfe, Deputy City Attorney**

  
_____  
**Date**

**Vic Sexton**

---

**From:** MacDarrell Poullard  
**Sent:** Wednesday, March 6, 2024 3:58 PM  
**To:** Vic Sexton  
**Cc:** Tangayika Hoover; Kristie Metcalfe  
**Subject:** RE: HCHRA

Good afternoon, per our conversation, based on my previous dealings with these properties, which included reviewing the lease, the tenants are responsible for insurance coverage as it relates to their occupancy of the properties. Therefore, this would have no bearing on the City's insurance as long as the new lease mirror's the old lease as it relates to lessee's purchase/coverage of insurance on buildings and their contents.

Let me know if I can be of any further assistance.

**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)



**From:** Vic Sexton <[vsexton@city.jackson.ms.us](mailto:vsexton@city.jackson.ms.us)>  
**Sent:** Wednesday, March 6, 2024 3:01 PM  
**To:** MacDarrell Poullard <[macpoullard@city.jackson.ms.us](mailto:macpoullard@city.jackson.ms.us)>  
**Cc:** Tangayika Hoover <[thoover@city.jackson.ms.us](mailto:thoover@city.jackson.ms.us)>  
**Subject:** HCHRA

Mac,

Please see the attached Legal Intake sheet and the agenda item regarding our request to get City Council approval for lessee, HCHRA, to perform roof repairs on the three buildings a lease was formed on in 2009 (see other attachment). The lease has expired and we are in the process of renewing the lease, but appraisals sometimes take a while, so the Surplus Property Committee approved seeking an immediate approval from the city council for roof repairs, in which it is needed based on the original lease. Kristie Metcalfe in Legal sent the folder back today with the sticky note requesting your approval from a city insurance prospective and the consequential agenda item verbiage addition, if needed. Please review and respond as soon as possible because HCHRA has federal dollars approved for the repairs in which they have to claim in less than 60 days or lose the funding.

Thanks a lot!





**Vic Sexton | Small Business Outreach Coordinator**  
Office of Economic Development | Department of Planning & Development  
Office: [601-960-1055](tel:601-960-1055) | Fax: [601-960-2192](tel:601-960-2192)  
[200 South President Street | 2nd Floor, Suite 223 | Jackson, MS 39201](https://www.jacksonms.gov)  
Follow JXN Planning: [Facebook](#) | [Twitter](#) | [Instagram](#) | [www.jacksonms.gov](http://www.jacksonms.gov)



## **CITY OF JACKSON SURPLUS PROPERTY MEETING MINUTES – January 23, 2023**

Acting Chairman: Vic Sexton (Planning Dept.)

- I. The meeting was called to order at 1:37 p.m. at the City of Jackson Hood Building's Andrew Jackson Conference Room.
- II. The following committee members were present: Kristie Metcalfe (Legal), Stan Arnold (Public Works), Chloe Dotson (Planning Department Director), Robert Lee (Public Works), & Jennifer West (Planning)
- III. The following committee members were absent: Ester Ainsworth (Planning – Zoning Division) and Tyson Phillips (Planning)
- IV. Approval of Meeting Minutes from the October 20, 2022 and December 8, 2022 meetings. – Kristie Metcalfe suggested there is conflicting information with the number of members present and the number of votes cast on some of the cases. A motion was made by Chloe Dotson and seconded by Stan Arnold to table the approval of the minutes for both meeting's minutes to allow time to figure out why the discrepancy through researching. The motion was carried unanimously.

### **V. NEW BUSINESS**

**Case 2023-1 PARCEL 817-270**, Janet Madden, a resident in the community, wants to acquire the undeveloped overgrown lot across the street from her home to clear and clean and thus, enhance neighborhood appearance. – A motion was made by Robert Lee and seconded by Chloe Dotson that we table the case to allow for further research to locate the recorded instrument that shows city acquisition. The motion was approved unanimously.

**Case 2023-2 PARCELS 177-36, 104-174-1, & 820-920, Hinds County Human Resource Agency (HCHRA) is seeking to renew/create a lease for child care centers at 3 locations, 555 South Roach Street, 2050 Martin Luther King Drive, & 1450 Wiggins Rd. – Robert Lee made a motion that was seconded by Stan Arnold that the committee declare the three parcels surplus and renew the agreement into a ten year lease following the MS state statute which requires the properties be leased at fair market value, which requires obtaining commercial appraisals. In addition, present an order before the city council to request to grant immediate approval to HCHRA to repair the roofs on the buildings, in which the approval was required on the expired agreement and will be included on the new agreement/lease. The additional action was to expedite the protection of the properties as well as the children. The motion was approved unanimously.**

**Case 2023-3 PARCELS 79-6, 79-7,79-9, 79-10, 79-11, 79-12, 79-21, 79-26, 79-26-1, 80-8-1, 80-8-3, 80-8-4, 80-7-2, 80-4, 80-9, 75-50, 80-16, 80-17, 80-18, 80-19, 80-20, 80-23, 80-24, 80-26, Mark Rowe wants to acquire the lots for parking for People Eat Culture, a proposed commercial/residential development in the Farish Street District – A motion was made by Robert Lee and seconded by Chloe Dotson that we table the case for further review in the presence city zoning administrator, Ester Ainsworth, and Human and Culture Director Adrienne Dorsey Kidd or a representative. The motion was approved unanimously.**

**Case 2023-4 PARCEL 824-548, First Film, owned by Curtis Nichouls, wants to acquire the old Dillard’s building at the Metro Center to create a film and television studio capable of fully servicing films, pre and post production and, through providing training, create a local film – Robert Lee made a motion that was seconded by Kristie Metcalfe that we deny the request due to the city having a municipal need. It was approved unanimously.**

**2023-5 PARCELS 437-2-2 & 437-3 (old Tisdale Library lots), Antonia Erhabor wants to acquire the lots to open a vendor park. – Chloe Dotson made a motion to table the case for further research to find out whether the city has a present or future municipal need or has a distinct disposition plan. The motion was seconded by Robert Lee and approved unanimously.**

**VI. Adjournment: At 2:25 a motion was made to adjourn by Robert Lee, which was seconded by Chloe Dotson and approved unanimously.**

AGREEMENT

West Side  
Martin  
Jones

This Agreement is made on this the 8th day of July, 2009, by and between the City of Jackson, hereinafter referred to as *City*, and the Hinds County Human Resource Agency, an entity created in accordance with Section 17-15-1 of the Mississippi Code and hereinafter referred to as *Agency*.

In consideration of the mutual covenants and benefits to be derived by the parties, the following terms and conditions have been agreed to by *City* and *Agency*.

1. The City of Jackson, Mississippi will donate the following space for use by the Hinds County Human Resource Agency for the purpose of operating and conducting its Head Start Program:

(a) Approximately 36,000 square feet of face comprising the interior of the Westside Community Center located at 1450 Wiggins Road, and a playground area consisting of approximately 12,000 square feet;

(b) Space available at the Martin Community Center located at 555 South Roach Street and previously known as the "Old Martin School";

(c) Approximately 22,736 square foot of space comprising the interior of the Mary C. Jones Community Center located at 2050 Martin Luther King, Jr. Drive, Jackson, Mississippi of Building # 3, and 18,000 square foot of space comprising the interior of Building # 5.

(d) Approximately 92,250 square foot of space consisting of the North playground area of the Mary C. Jones Community Center located at 2050 Martin Luther King, Jr. Drive.

2. The space donated to the Hinds County Human Resource Agency shall be used by it for a single purpose only and that is the operation of the Head Start Program, and its related activities.

3. The Hinds County Human Resource Agency's use of the facilities shall not be exclusive, and the City of Jackson reserves the right to enter and utilize the facilities for any proper municipal purpose authorized by law.

4. The City of Jackson agrees to provide fourteen (14) days advance notice to the Hinds County Human Resource Agency of its intent to enter and utilize the facilities for proper municipal purposes.

5. The Hinds County Human Resource Agency shall not be required to pay rent for its use of the space; but shall be required to pay a pro-rated share of utilities and expenses incurred by the City of Jackson in maintaining *common areas*, plumbing, electrical systems, heating and cooling units, and other electrical and mechanical fixtures.

6. The term of this Agreement shall be for a period of ten (10) years commencing July 1, 2009 and terminating at 12:00 a.m. June 30, 2019 subject to (a) the right of succeeding governing authorities for the City not in office at the time of execution of this Agreement to void the Agreement; (b) the Agency's compliance with the terms and conditions of this Agreement; and (c) the City's right to terminate the agreement upon the provision of sixty (6) days advance written notice.

7. The City reserves the right to terminate this Agreement with or without cause upon the provision of sixty (60) days written notice to *Agency*; however, the effective date of termination shall not occur if *Agency* has commenced its educational term.

8. The *Agency* shall be invoiced by *City* for the pro-rated utilities and expenses required pursuant to Section 5 above on a monthly basis, and *Agency* shall remit payment to the *City* within thirty-five (35) days.

9. The *Agency's* failure to remit payment for pro-rated utilities and expenses when due and/or *Agency's* use of the space donated for purposes unrelated to its Head Start Program may be deemed to be material breaches in addition to other breaches and result in the termination of this agreement immediately if an educational term has not commenced. If an educational term has commenced, then termination shall become effective within forty-eight (48) hours of the conclusion of an educational term.

10. Upon expiration of the term of this Agreement or upon termination of this Agreement prior to the expiration of the term, *Agency* shall be allowed fourteen (14) days to move property and possessions belonging to it.

(a) Unless *City* agrees in writing to afford *Agency* additional time to remove its property and possessions, property and possession not removed within the fourteen (14) period shall be deemed abandoned and become the property of the *City*.

(b) *City* may dispose of abandoned property and possessions not removed by *Agency* in any manner it deems appropriate, and *Agency* shall have no claim or right concerning the *City's* disposal or keeping of the property.

11. *Agency* shall maintain the space authorized for use herein in a clean and orderly state of repair at all times. The *Agency* shall provide at its own expense, custodial and grounds maintenance service for the space it utilizes not constituting common areas.

12. *Agency* may in lieu of paying pro-rated utilities install at its expense the appropriate metering devices for the space it utilizes separate and distinct from the meters for

which *City* is billed provided the metering devices can be installed without substantial damage to the *City's* facilities.

13. *Agency* agrees to have installed, at its own expense, all telephones and telecommunications equipment needed for its use, and pay the invoices and bills when same becomes due.

14. *Agency* agrees to refrain from engaging in any conduct that will encumber the *City's* interest and ownership of the facilities or result in the imposition of liens against the property.

15. *Agency* shall not make any improvements to the facilities or space donated without obtaining the written consent of the governing authorities for the *City*. For the purposes of this provision, the installation of new playground equipment which does not require the pouring of concrete or asphalt or boring shall not be deemed to be an improvement requiring the consent of the governing authorities. Improvements made to the facilities or space donated, if permanent, shall become the property of the *City* upon termination of this agreement. *City* shall not be required to provide funding for improvements made by *Agency*.

16. *Agency* shall secure a comprehensive general public liability insurance policy naming the City of Jackson, Mississippi as an additional named insured, with the limits of at least \$1,000,000.00 for bodily injury and \$500,000.00 for property damage. A copy of said certificate evidencing insurance shall be filed with the City Clerk of the City of Jackson annually during the term of this Agreement. The certificate must also indicate and provide for the submission of written notice to the *City* thirty (30) days in advance of changes in the policy limits or the cancellation of the policy.

17. *Agency* may not assign its rights to use the donated space absent the written consent of the *City*.

18. *Agency* shall indemnify and hold the *City* harmless from any claim or loss sustained and arising out of *Agency's* activities and use of the donated space.

19. *Agency* agrees that no master-servant, principal-agent, or other relationship is intended or created as a result of *City's* donation of the space for the operation of its Head Start Program; therefore *City* has no obligation to provide unemployment insurance, workers compensation insurance, or any other benefit to *Agency's* staff and personnel, and *Agency* shall be responsible for the provision of all applicable benefits to its staff and personnel.

20. *Agency* agrees to abide by state, federal, and local laws in utilizing the space and conducting operations associated with the Head Start Program.

21. *Agency* and *City* agree that this agreement may not be alter, modified, or changed absent a writing duly executed by authorized officials or representatives of each.

22. *Agency* and *City* agree that this agreement constitutes their entire agreement and no

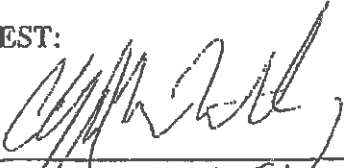
oral or contemporaneous writings may be used to vary, alter, or modify the terms of this Agreement.

23. Agency and City agree that this agreement shall be governed by the laws of the State of Mississippi.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto after first being duly authorized to do so.

ATTEST:

BY:


  
V.P., Head START&ELP  
7/8/09

ATTEST:

BY: _____

HINDS COUNTY HUMAN RESOURCE  
AGENCY

BY:

  
Executive V.P./COO

CITY OF JACKSON, MISSISSIPPI

BY:

  
Harvey Johnson, Jr. Mayor  
7/8/09

# Landroll Detail

Parcel Number		Map Reference Number	
820-920		667.00 1 752.00	
Subdivision No.		Homestead Exemption Account Numbers	
STR			
Assessed Owner		Assessed Values	
<a href="#">CITY OF JACKSON</a>		Land Value	0
		Improvement Value	0
		Total	0
Location		Appraised Values	
1650 <a href="#">WIGGINS RD</a>		Land Value	0
Legal Description		Improvement Value	0
LOT 3 LESS TO HINDS CO FOR RD IN SEC 3 T5 R1W		Total	0
		Building Info.	
		Type	
		Base Area	0
		Adjusted Area	0
		Year Built	0000
		Deed Info.	
		Book & Page	2774-0015
		Date	08/06/1980
Acreage Info.			
Cultivated Acres	0.00		
Uncultivated Acres	0.00		

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THEREFORE, in consideration of the sum of Three Hundred Thousand Dollars (\$300,000.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Jackson Municipal Separate School District, acting by and through its Trustees and its President by them duly authorized, pursuant to the authority contained in Sections 37-7-451 through 37-7-457 of the Mississippi Code of 1972, does hereby sell and convey unto the City of Jackson, Mississippi, all of its right, title and interest in and to that certain property lying and being situated in the City of Jackson, First Judicial District of Hinds County, State of Mississippi, known as the West Side School land and buildings, and being described as follows:

Lot 3 of Westhaven (West Haven), a subdivision of certain property located in Township 5 North, Range 1 West, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County, Mississippi, at Jackson, in Plat Book B at Page 71 thereof, reference to which is hereby made.

The Jackson Municipal Separate School District does hereby reserve an undivided one-half non-participating royalty interest in all oil, gas and other minerals in, on and under the above-described land, but if the mineral interest of the School District should be less than the full and undivided ownership, the undivided royalty interest reserved by the School District shall be reduced proportionately.

There is hereby imposed a restrictive covenant running with the land for a period of ten years after the date of this conveyance that the property cannot be used by or for the benefit of any nonpublic school or school system which practices discrimination on the basis of race, color or national origin. This covenant shall be enforceable by the School District or by any person or entity aggrieved by the practice of such discrimination.

EXECUTED this the 6th day of August, 1980.

JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT

By: James R. Johnson  
President, Board of Trustees

ATTEST:

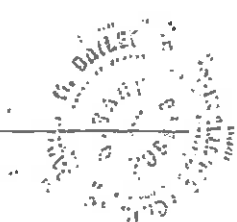
Richard B. Zettl  
Assistant Secretary

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JAMES R. JOHNSON who acknowledged that he is the President of the Board of Trustees of the Jackson Municipal Separate School District and that in such capacity he signed, executed and delivered the above and foregoing Deed as the official act and deed of such School District and its Trustees on the day and year therein mentioned.

Given under my hand and official seal this the  
6th day of August, 1980.

*George M. Bailey*  
NOTARY PUBLIC



My Commission Expires:

My Commission Expires Sept. 22, 1983

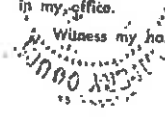
STATE OF MISSISSIPPI, County of Hinds:

I, Pete McGee, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of OCTOBER 1980, at 8:00 o'clock a M., and was duly recorded on the 6 day of OCTOBER 1980, Book No. 2774 Page 14 in my office.




Witness my hand and seal of office, this the 6 day of OCTOBER 1980.

PETE McGEE, Clerk

By Joan Wood D.C.



# Landroll Detail

Parcel Number <b>104-174-1</b>	Map Reference Number 622.00 1 66.00	 <a href="#">View Map</a>  <a href="#">Property Taxes</a>  <a href="#">Gis Map</a>
Subdivision No. 1947 STR	Homestead Exemption Account Numbers	
Assessed Owner <a href="#">CITY OF JACKSON</a>	Assessed Values	
	Land Value	0
	Improvement Value	0
	Total	0
	Appraised Values	
	Land Value	0
	Improvement Value	0
	Total	0
Location 0 <a href="#">MARTIN LUTHER KING JR DR</a>	Building Info.	
Legal Description BEG S/E COR ERIE & DECATUR STS W 193 FT NW/LY 680 FT E 384 FT S 642.55 FT TO PT BEG SW 1/4 NE 1/4 & SE 1/4 NW 1/4 SEC 33 6 1E & LOTS 1 TO 7 INCL RAFE ROBINSON SUB & LOTS 10 & 11 BLK K WILLOW BROOK PL	Type	
	Base Area	0
	Adjusted Area	0
	Year Built	0000
	Deed Info.	
	Book & Page	1974-0472
	Date	09/21/1971
Acreage Info.		
Cultivated Acres	0.00	
Uncultivated Acres	0.00	

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33-6-4c  
2032  
887

BOOK 1974 PAGE 472  
WARRANTY DEED

THIS DEED made and entered into on this the  
21st day of September, 1971, by and between THE JACKSON  
MUNICIPAL SEPARATE SCHOOL DISTRICT acting by and through  
its Trustees (hereinafter sometimes referred to as  
"District") and THE CITY OF JACKSON, MISSISSIPPI, (herein-  
after sometimes referred to as "City").

W I T N E S S E T H:

Pursuant to the authority contained in Sections  
6328-101, et seq. Miss. Code Ann. 1942 (Recompiled), and  
for and in consideration of the sum of TEN DOLLARS (\$10.00)  
cash in hand paid and other good and valuable consideration,  
and in further consideration of the covenants and agreements  
herein contained, all of which shall be duly kept and  
performed, the District does hereby sell, convey and warrant  
unto the City, and the City does hereby buy and take, subject  
to the limitations, restrictions and covenants set forth in  
this Deed, certain property hereinafter known as the "subject  
premises", which said subject premises consist of the facility  
known as Jones Elementary School, including the real property  
and building situate thereon, located at 1514 Whitfield Mills  
Road, Jackson, Mississippi, and being more particularly  
described as follows, to-wit:

A certain parcel of land being situate in Section  
33, T 6 N, R 1 E, and in Wafe Robinson Subdivision  
and Lots 10 and 11 of Block 'K' Willow Brook Place  
in the City of Jackson, Hinds County, Mississippi  
and being more particularly described by notes and  
bounds as follows:

Beginning at the intersection of the east line of  
Whitfield Mills Road with the north line of Erie  
Street as both Streets are now laid out and  
improved in said City of Jackson, and run easterly  
along the north line of Erie Street for a distance  
of 193.1 feet to the west line of Decatur Street;  
turn thence to the left through an angle of 101°  
28' and run northerly along the west line of Decatur  
Street for a distance of 352.05 feet to a concrete  
monument; turn thence to the right through an angle

BOOK 1974 PAGE 473

of 11° 13' and continue northerly along the west line of Decatur Street for a distance of 400.3 feet to the northeast corner of Lot 10 Block 'K' Willow Brook Place; run thence westerly along the north line of said Lot 10 for a distance of 120 feet to the northwest corner thereof; run thence northerly along the west line of Lot 9 Block 'K' Willow Brook Place for a distance of 8.5 feet to the south line of Yates Street; run thence westerly along the south line of Yates Street for a distance of 286 feet to the east line of Whitfield Mills Road; run thence southerly along the east line of Whitfield Mills Road for a distance of 801.7' to the point of beginning.

It is understood and agreed that said subject premises are sold to and are to be used by the City for the sole purpose of operating and maintaining a civic, community, recreational, or youth center, providing a variety of such community service to the residents of the neighborhood surrounding said subject premises, such services to be determined specifically by the City. In the event the subject premises cease to be used as a civic, community, recreational or youth center, all right, title and interest in and to said premises, vested in the City by virtue of this conveyance, shall automatically revert to the District. In the event this reverter clause becomes operative and if requested to do so by the District, the City agrees to execute a deed of conveyance, formally transferring title to the subject premises to the District.

It is understood and agreed that the City, at its expense, shall keep and maintain said subject premises, including the grounds and the buildings located thereon, in a good state of repair. The City shall also keep said subject premises insured against loss or damage by fire, windstorm and other hazards and shall provide standard extended coverage for the full, fair insurable value thereof. Upon breach of any of said conditions, the Board of Trustees of the District shall have the right of re-entry upon said property as for condition broken and shall have the power

See Note in Book 2980, Page 312  
Date 3-29-84  
Pete Mc Desch, clk  
By: Jean Wood, D.C.

and authority to bring and maintain such actions as shall be necessary and appropriate for such purposes in its own name.

The City agrees to quit, vacate and surrender the subject premises if, in the opinion of the Trustees of the District, said premises are needed for use as a school to be operated by the Jackson Municipal Separate School District. The District agrees to give the City written notice, at least ninety (90) days before the end of any fiscal year (June 30), of the need to use the subject premises as a public school. The City further agrees, within 60 days from the receipt of such notice but in no event earlier than July 1 of any year, to sell, convey and warrant said property to the District for the sole consideration of TEN DOLLARS (\$10.00). If the District fails to give such notice within the 90-day period preceding the end of a fiscal year, it shall relinquish its right to request the reconveyance of the property until the 90-day period preceding the end of the next succeeding fiscal year, it being the intent of this paragraph to limit the right of the District to request the reconveyance of the property to the 90-day period preceding the end of each fiscal year.

WITNESS our signatures on this the 27th day of September, 1971.

JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT

By: [Signature]  
President, Board of Trustees

ATTEST:

Wm. E. M. Chapman  
Secretary, Board of Trustees

AGREED AND ACCEPTED  
CITY OF JACKSON, MISSISSIPPI

By: Robert C. Davis



STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 1974 PAGE 475

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the within named C. H. KING, and MRS. E. M. CHAPPELL, President and Secretary, respectively, of the Board of Trustees of the Jackson Municipal Separate School District, who acknowledged that they signed and delivered the within and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 21st day of September, 1971.

Spencer D. Edwards  
NOTARY PUBLIC

My Commission Expires: 9-17-1975

STATE OF MISSISSIPPI, County of Hinds:

I, Tom Virden, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of OCTOBER 1971, at 1:20 o'clock P. M., and was duly recorded on the 19 day of OCTOBER 1971, Book No. 1974 Page 472 in my office.

Witness my hand and seal of office, this the 19 day of OCTOBER 1971.

TOM VIRDEN, Clerk

By Linda D. Magee D. C.

# Landroll Detail

Parcel Number		Map Reference Number	
177-36		696.00 1 42.00	
Subdivision No.		Homestead Exemption Account Numbers	
83			
Assessed Owner		Assessed Values	
<b>CITY OF JACKSON</b>		Land Value	0
		Improvement Value	0
		Total	0
Location		Appraised Values	
<b>555 S ROACH ST</b>		Land Value	0
Legal Description		Improvement Value	0
LOTS 12 13 16 17 18 & 19 BANKSTON SY S J		Total	0
		Building Info.	
		Type	
		Base Area	0
		Adjusted Area	0
		Year Built	0000
		Deed Info.	
Acreage Info.		Book & Page	1974-0468
Cultivated Acres	0.00	Date	09/21/1971
Incultivated Acres	0.00		

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BOOK 1974 PAGE 468  
WARRANT DEED

THIS DEED made and entered into on this the 21st day of September, 1971, by and between THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT, acting by and through its Trustees (hereinafter sometimes referred to as "District"), and THE CITY OF JACKSON, MISSISSIPPI (hereinafter sometimes referred to as "City").

W I T N E S S E T H:

Pursuant to the authority contained in Sections 6328-101, et seq., Miss. Code Ann. 1962 (Reccompiled), and for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, and in further consideration of the covenants and agreements herein contained, all of which shall be duly kept and performed, the District does hereby sell, convey and warrant unto the City, and the City does hereby buy and take, subject to the limitations, restrictions and covenants set forth in this Deed, certain property hereinafter known as the "subject premises," which said subject premises consist of the facility known as Martin Elementary School, including the real property and building situate thereon, located at 555 South Roach Street, Jackson, Mississippi, and being more particularly described as follows, to-wit:

Lots 12, 13, 16, 17, 18 and 19 of the Bankston Survey, according to the map or plat thereof as shown by H. C. Daniel's official map of the City of Jackson, and being more particularly described by metes and bounds as follows, to-wit:

Beginning at a point on the west line of Roach Street, which point is 409 feet south from the intersection of the south line of South Street and the west line of Roach Street as the same are now (March 1962) laid out, improved and in use; run thence southerly and along the said west line of Roach Street 270 feet to the South line of said Lot 19; turning thence to the right through an interior angle of 82° 20' and run westerly and along the south line of said Lots 19 and 18 for a distance of 306 feet to

the Southwest corner of said Lot 18; turning thence to the right through an interior angle of  $90^{\circ}$  and run northerly and along the west line of said Lot 18 for a distance of 90 feet to the northwest corner of said Lot 18; turning thence to the left through an interior angle of  $181^{\circ} 17'$  and run northerly and along the west line of said Lot 17 for a distance of 90 feet to the northwest corner of said Lot 17; turning thence to the left through an interior angle of  $183^{\circ} 49'$  and run northerly and along the west line of said Lot 12 for a distance of 90 feet to the Northwest corner of said Lot 12; turning thence to the right through an interior angle of  $84^{\circ} 29'$  and run easterly and along the north line of said Lots 12 and 13 for a distance of 282 feet to the point of beginning.

It is understood and agreed that said subject premises are sold to and are to be used by the City for the sole purpose of operating and maintaining a civic, community, recreational, or youth center, providing a variety of such community service to the residents of the neighborhood surrounding said subject premises, such services to be determined specifically by the City. In the event the subject premises cease to be used as a civic, community, recreational or youth center, all right, title and interest in and to said premises, vested in the City by virtue of this conveyance, shall automatically revert to the District. In the event this reverter clause becomes operative and if requested to do so by the District, the City agrees to execute a deed of conveyance, formally transferring title to the subject premises to the District.

It is understood and agreed that the City, at its expense, shall keep and maintain said subject premises, including the grounds and the building located thereon, in a good state of repair. The City shall also keep said subject premises insured against loss or damage by fire, windstorm and other hazards and shall provide standard extended coverage for the full, fair insurable value thereof. Upon breach of any of said conditions, the Board of Trustees of the District shall have the right of re-entry upon said

property as for condition broken and shall have the power and authority to bring and maintain such actions as shall be necessary and appropriate for such purposes in its own name.

The City agrees to quit, vacate and surrender the subject premises if, in the opinion of the Trustees of the District, said premises are needed for use as a school to be operated by the Jackson Municipal Separate School District. The District agrees to give the City written notice, at least ninety (90) days before the end of any fiscal year (June 30), of the need to use the subject premises as a public school. The City further agrees, within 60 days from the receipt of such notice but in no event earlier than July 1 of any year, to sell, convey and warrant said property to the District for the sole consideration of TEN DOLLARS (\$10.00). If the District fails to give such notice within the 90-day period preceding the end of a fiscal year, it shall relinquish its right to request the reconveyance of the property until the 90-day period preceding the end of the next succeeding fiscal year, it being the intent of this paragraph to limit the right of the District to request the reconveyance of the property to the 90-day period preceding the end of each fiscal year.

WITNESS our signatures on this the 21st day of September, 1971.

JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT

ATTEST:

By: [Signature]  
President, Board of Trustees

[Signature]  
Secretary, Board of Trustees

AGREED AND ACCEPTED  
CITY OF JACKSON, MISSISSIPPI

By: [Signature]

ATTEST  
[Signature]  
City Clerk, City of Jackson,  
Mississippi

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the within named C. H. KING and MRS. E. M. CHAPPELL, President and Secretary, respectively, of the Board of Trustees of the Jackson Municipal Separate School District, who acknowledged that they signed and delivered the within and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal, this



_____ day of September, 1971.

Donald A. Edwards  
NOTARY PUBLIC

Commission Expires: 9-17-1975

STATE OF MISSISSIPPI, County of Hinds:

I, Tom Virden, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of OCTOBER 1971, at 1:20 o'clock P. M., and was duly recorded on the 17 day of OCTOBER 1971, Book No. 1974 Page 468 in my office.

Witness my hand and seal of office, this the 17 day of OCTOBER 1971.



TOM VIRDEN, Clerk

By Linda Magee D. C.

35-6-4  
2032  
887

BOOK 1974 PAGE 472  
WARRANT DEED

THIS DEED made and entered into on this the 21st day of September, 1971, by and between THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT acting by and through its Trustees (hereinafter sometimes referred to as "District") and THE CITY OF JACKSON, MISSISSIPPI, (hereinafter sometimes referred to as "City").

W I T N E S S E T H:

Pursuant to the authority contained in Sections 6328-101, et seq. Miss. Code Ann. 1942 (Recompiled), and for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, and in further consideration of the covenants and agreements herein contained, all of which shall be duly kept and performed, the District does hereby sell, convey and warrant unto the City, and the City does hereby buy and take, subject to the limitations, restrictions and covenants set forth in this Deed, certain property hereinafter known as the "subject premises", which said subject premises consist of the facility known as Jones Elementary School, including the real property and building situate thereon, located at 151 1/2 Whitfield Hills Road, Jackson, Mississippi, and being more particularly described as follows, to-wit:

A certain parcel of land being situate in Section 33, T 6 N., R 1 E., and in Wafe Robinson Subdivision and Lots 10 and 11 of Block 'K' Willow Brook Place in the City of Jackson, Hinds County, Mississippi and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the east line of Whitfield Hills Road with the north line of Erie Street as both Streets are now laid out and improved in said City of Jackson, and run easterly along the north line of Erie Street for a distance of 193.1 feet to the west line of Decatur Street; turn thence to the left through an angle of 101° 28' and run northerly along the west line of Decatur Street for a distance of 352.05 feet to a concrete monument; turn thence to the right through an angle

or 11' 13' and continue northerly along the west line of Deodar Street for a distance of 400.2 feet to the northeast corner of Lot 10 Block 'K' Willow Brook Place; run thence westerly along the north line of said Lot 10 for a distance of 120 feet to the northwest corner thereof; run thence northerly along the west line of Lot 9 Block 'K' Willow Brook Place for a distance of 8.5 feet to the south line of Yates Street; run thence westerly along the south line of Yates Street for a distance of 286 feet to the east line of Whitfield Mills Road; run thence southerly along the east line of Whitfield Mills Road for a distance of 801.7' to the point of beginning.

It is understood and agreed that said subject premises are sold to and are to be used by the City for the sole purpose of operating and maintaining a civic, community, recreational, or youth center, providing a variety of such community service to the residents of the neighborhood surrounding said subject premises, such services to be determined specifically by the City. In the event the subject premises cease to be used as a civic, community, recreational or youth center, all right, title and interest in and to said premises, vested in the City by virtue of this conveyance, shall automatically revert to the District. In the event this reverter clause becomes operative and if requested to do so by the District, the City agrees to execute a deed of conveyance, formally transferring title to the subject premises to the District.

It is understood and agreed that the City, at its expense, shall keep and maintain said subject premises, including the grounds and the buildings located thereon, in a good state of repair. The City shall also keep said subject premises insured against loss or damage by fire, windstorm and other hazards and shall provide standard extended coverage for the full, fair insurable value thereof. Upon breach of any of said conditions, the Board of Trustees of the District shall have the right of re-entry upon said property as for condition broken and shall have the power

See Notice in Bond 2980, Page 312  
 Date 3-29-84  
 Oats m/s Dec 21, 84  
 Reg. Jean L. ...

and authority to bring and maintain such actions as shall be necessary and appropriate for such purposes in its own name.

The City agrees to quit, vacate and surrender the subject premises if, in the opinion of the Trustees of the District, said premises are needed for use as a school to be operated by the Jackson Municipal Separate School District. The District agrees to give the City written notice, at least ninety (90) days before the end of any fiscal year (June 30), of the need to use the subject premises as a public school. The City further agrees, within 60 days from the receipt of such notice but in no event earlier than July 1 of any year, to sell, convey and warrant said property to the District for the sole consideration of TEN DOLLARS (\$10.00). If the District fails to give such notice within the 90-day period preceding the end of a fiscal year, it shall relinquish its right to request the reconveyance of the property until the 90-day period preceding the end of the next succeeding fiscal year, it being the intent of this paragraph to limit the right of the District to request the reconveyance of the property to the 90-day period preceding the end of each fiscal year.

WITNESS our signatures on this the 27th day of September, 1974.

JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT

By: [Signature]  
President, Board of Trustees

ATTEST:  
Wm. E. M. Chappell  
Secretary, Board of Trustees

AGREED AND ACCEPTED  
CITY OF JACKSON, MISSISSIPPI



By: Lincoln C. Davis

ATTEST:  
Wm. E. M. Chappell  
City Clerk, City of Jackson,  
Mississippi

STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 1974 PAGE 475

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the within named C. H. KING, and MRS. E. M. CHAPPELL, President and Secretary, respectively, of the Board of Trustees of the Jackson Municipal Separate School District, who acknowledged that they signed and delivered the within and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 21 day of September, 1971.

Meriel D. Edwards  
NOTARY PUBLIC

My Commission Expires: 9-19-1975

STATE OF MISSISSIPPI, County of Hinds:

I, Tom Virden, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of OCTOBER, 1971, at 1:20 o'clock P. M., and was duly recorded on the 17 day of OCTOBER, 1971, Book No. 1974 Page 472 in my office.

Witness my hand and seal of office, this the 19 day of OCTOBER, 1971.

TOM VIRDEN, Clerk

By Linda S. Magee D. C.





City of Jackson, MS

01/12/2023

# SURP-23-35

Surplus Property

**Status:** Active

**Date Created:** Jan 12, 2023

## Applicant

Roger Lutrell  
rogerl@hchra.org  
258 Maddox Rd.  
Jackson, MS 39212  
6019231775

## Primary Location

555 S ROACH ST  
Jackson, MS 39201

## Owner:

CITY OF JACKSON

..

## Applicant Information

### Applicant Full Name

Hinds County Human Resource Agency

### Contact Name (if different from Applicant)

Roger Lutrell

### Email Address

258 Maddox Rd., Jackson, MS 39212

### Contact Number

601-923-1775

### Mailing Address (City State and zip)

rogerl@hchra.org

## Proposed Property to Purchase

### Parcel Number

177-36

### Physical Address

555 Roach St.

### What type of property is this?

Structure

### What is your proposed use for this property

other

**If other - explain**

Head Start Program - Education

**Current zoning**

Commercial

**How do you plan to use this property?**

Business

**What type of ownership will this be?**

non-for-profit

**Proposed Project state date**

02/01/2023

**Proposed Project completion date**

12/31/2099

***Certain applications may require development plans that include financial data, site plans, conceptual drawings and/or sketches relative to the proposed construction/improvements***

**Project Narrative****Please explain your overall plan for this property**

We have used the building for many years as donated space from the City of Jackson for our Head Start Program. We have over 200 3&4-year-old children currently enrolled in our Head Start program at this location. HCHRA wishes to renew the agreement ASAP.

**Additional Documentation (not required)**

pdf

City of Jackson Agreement -  
Martin_Westside_Mary C. Jones 2009-2019.pdf  
Uploaded by Roger Lutrell on Jan 12, 2023 at 4:17 pm

**Non profit status**

pdf

HCHRA W-9 & Non-Profit 501c (3) Letter.pdf  
Uploaded by Roger Lutrell on Jan 12, 2023 at 4:19 pm

**Digital Signature of Applicant****Internal****Decision**

--

**Reasoning for decision**

--

**Does the proposed property comply with zoning?**

--

**Attachments**

City of Jackson, MS

01/13/2023

**SURP-23-36**

Surplus Property

**Status:** Active

**Date Created:** Jan 12, 2023

**Applicant**

**Primary Location**

Point Location  
32.3199, -90.2011

**Applicant Information**

**Applicant Full Name**

Hinds County Human Resource Agency

**Contact Name (if different from Applicant)**

Roger Lutrell

**Email Address**

rogerl@hchra.org

**Contact Number**

601-923-1775

**Mailing Address (City State and zip)**

258 Maddox Rd., Jackson, MS 39212

**Proposed Property to Purchase**

**Parcel Number**

104-174-1

**Physical Address**

2050 Martin Luther King Jr. Drive, Jackson, MS 39203

**What type of property is this?**

Structure

**What is your proposed use for this property**

other

**If other - explain**

Head Start Program - Education

**Current zoning**

Commercial

**How do you plan to use this property?**

Business

**What type of ownership will this be?**

non-for-profit

**Proposed Project state date**

02/01/2023

**Proposed Project completion date**


***Certain applications may require development plans that include financial data, site plans, conceptual drawings and/or sketches relative to the proposed construction/improvements***

### Project Narrative


**Please explain your overall plan for this property**

We have used the building for many years as donated space from the City of Jackson for our Head Start Program. We have over 200 3&4-year-old children currently enrolled in our Head Start program at this location. HCHRA wishes to renew the agreement ASAP.

### Additional Documentation (not required)

 City of Jackson Agreement - Martin_Westside_Mary C. Jones 2009-2019.pdf  
Uploaded by ... on Jan 12, 2023 at 4:37 pm

### Non profit status

 HCHRA W-9 & Non-Profit 501c (3) Letter.pdf  
Uploaded by ... on Jan 12, 2023 at 4:37 pm

### Digital Signature of Applicant

### Internal

#### Decision

--

#### Reasoning for decision

--

#### Does the proposed property comply with zoning?

--

### Attachments

 0122018819_2050 Martin Luther King Jr Blvd_Final.pdf  
Uploaded by ... on Jan 12, 2023 at 4:38 pm

### History

Date	Activity
Jan 12, 2023 at 4:27 pm	Roger Lutrell started a draft of Record SURP-23-36
Jan 12, 2023 at 4:38 pm	Roger Lutrell added attachment 0122018819_2050 Martin Luther King Jr Blvd_Final.pdf to Record SURP-23-36
Jan 12, 2023 at 4:38 pm	Roger Lutrell submitted Record SURP-23-36
Jan 12, 2023 at 4:38 pm	approval step Application Reviewwas assigned to Vic Sexton on Record SURP-23-36
Jan 12, 2023 at 5:04 pm	Vic Sexton approved approval step Application Review on Record SURP-23-36
Jan 12, 2023 at 5:04 pm	approval step Deputy Reviewwas assigned to Yika Hoover on Record SURP-23-36
Jan 13, 2023 at 2:27 pm	Vic Sexton changed Parcel Number from "unknown" to "104-174-1" on Record SURP-23-36

### Timeline



01/13/2023

### SURP-23-37

Surplus Property

**Status:** Active

**Date Created:** Jan 12, 2023

#### Applicant

Roger Lutrell  
rogerl@hchra.org  
258 Maddox Rd.  
Jackson, MS 39212  
6019231775

#### Primary Location

Point Location  
32.3097, -90.2818

#### Applicant Information

**Applicant Full Name**

Hinds County Human Resource Agency

**Contact Name (if different from Applicant)**

Roger Lutrell

**Email Address**

rogerl@hchra.org

**Contact Number**

601-923-1775

**Mailing Address (City State and zip)**

rogerl@hchra.org

#### Proposed Property to Purchase

**Parcel Number**

820-920

**Physical Address**

1450 Wiggins Road, Jackson, MS 39209

**What type of property is this?**

Structure

**What is your proposed use for this property**

other

**If other - explain**

Head Start Program - Education

**Current zoning**

Commercial

**How do you plan to use this property?**

Business

**What type of ownership will this be?**

non-for-profit

**Proposed Project state date**

02/01/2023

**Proposed Project completion date**

12/31/2099

***Certain applications may require development plans that include financial data, site plans, conceptual drawings and/or sketches relative to the proposed construction/improvements***

**Project Narrative**

**Please explain your overall plan for this property**

We have used the building for many years as donated space from the City of Jackson for our Head Start Program. We have over 300 3&4-year-old children currently enrolled in our Head Start program at this location. HCHRA wishes to renew the agreement ASAP.

**Additional Documentation (not required)**



City of Jackson Agreement - Martin_Westside_Mary C. Jones 2009-2019.pdf

Uploaded by Roger Lutrell on Jan 12, 2023 at 4:43 pm

**Non profit status**



HCHRA W-9 & Non-Profit 501c (3) Letter.pdf

Uploaded by Roger Lutrell on Jan 12, 2023 at 4:43 pm

**Digital Signature of Applicant**

**Internal**

**Decision**

--

**Reasoning for decision**

--

**Does the proposed property comply with zoning?**

--

**Attachments**



0122018818_1540 Wiggins Rd_Final.pdf

Uploaded by Roger Lutrell on Jan 12, 2023 at 4:44 pm

**History**

**Date**

Jan 12, 2023 at 4:39 pm

Jan 12, 2023 at 4:44 pm

Jan 12, 2023 at 4:44 pm

Jan 12, 2023 at 4:44 pm

Jan 12, 2023 at 4:48 pm

**Activity**

Roger Lutrell started a draft of Record SURP-23-37

Roger Lutrell added attachment 0122018818_1540 Wiggins Rd_Final.pdf to Record SURP-23-37

Roger Lutrell submitted Record SURP-23-37

approval step Application Review was assigned to Vic Sexton on Record SURP-23-37

Vic Sexton approved approval step Application Review on Record SURP-23-37



40





**ORDER DECLARING PARCEL 824-548 AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO CURTIS NICHOLS**

OFFICE OF THE CITY CLERK  
3/8/24

**WHEREAS**, the City of Jackson owns certain real property and any improvements thereon located at 3645 Highway 80 West. The real property is that same property recorded in the Office of the Chancery Clerk of Hinds County in Book 7107 at page 0001 and more particularly described as follows:

BEG 602.59 FT S & 77.61 FT E OF NW COR SW 1/4 SE 1/4 SEC 1 SW 139.25 FT NW 235 FT SW 498.21 FT SW 1.93 FT SE 386.18 FT SE 304.44 FT NE 191.55 FT SE 20 FT NE 280 FT NW 255 FT NE 139.25 FT NW 203 FT TO POB IN SW 1/4 SE 1/4 & SE 1/4 SW 1/4 SEC 1 T5N R1W CALLED TRACT D

**WHEREAS**, the real property is designated as Parcel Number 824-548 in the Hinds County Landroll; and

**WHEREAS**, on June 1, 2023, City Departments were notified of the availability of City-owned surplus real property, and as of June 12, 2023, no City departments expressed a municipal need for the property; and

**WHEREAS**, on July 20, 2023 the City of Jackson's Surplus Property Committee voted to recommend to the governing authorities that the above-referenced parcel be declared surplus property and sold by advertising for and accepting competitive bids as set forth in Mississippi Code Section 21-17-1(2)(a); and

**WHEREAS**, the Surplus Property Committee issued a notice of request for bids that was published for three consecutive weeks in the Mississippi Link on August 3, 2023 August 10, 2023, and on August 17, 2023; and

**WHEREAS**, the sole bid submitted was from Curtis Nichouls in the amount of Three Hundred Sixty Thousand dollars (\$360,000.00), and

**WHEREAS**, based on the above, the Surplus Property Committee recommends that the governing authorities declare the property as surplus and authorize its sale to Curtis Nichouls pursuant to Mississippi Code Section 21-17-1(2)(a).

**IT IS HEREBY ORDERED**, that Parcel Number 824-548 located at 3645 Highway 80 West is no longer needed for governmental or related purposes of the City and is declared to be surplus property.

**IT IS FURTHER ORDERED**, that the Mayor shall be authorized to execute the sale contract, deed of conveyance, and other documents necessary to sell Parcel Number 824-548 to Curtis Nichouls in the amount of Three Hundred Sixty Thousand Dollars (\$360,000.00).

**IT IS FURTHER ORDERED**, that consistent with the provisions of Mississippi Code Section 21-17-1(2)(a), the instrument conveying the property to Curtis Nichouls shall reserve all mineral rights, together with the right of ingress and egress for the removal of same.

Item#: 40  
April 9, 2024  
(Keeton, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 2/14/2024**

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	Brief Description	<b>ORDER DECLARING PARCEL 824-548 AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO CURTIS NICHOLS</b>																																																		
	Purpose	Disposal of surplus property by the bid method for neighborhood enhancement																																																		
3.	Who will be affected	Neighborhood residents																																																		
4.	Benefits	Property will be put back on the Tax Rolls and the City will not have the expense of maintaining the property																																																		
5.	Schedule (beginning date)	N/A																																																		
6.	Location: <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>	Ward 5 No N/A																																																		
7.	Action implemented by: <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development																																																		
8.	<b>COST</b>	N/A																																																		
9.	Source of Funding <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>	N/A																																																		
10.	EBO participation  See attached sheets from Vendors	<table style="width: 100%; border-collapse: collapse;"> <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> <td style="width: 10%;">X</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> <td>X</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> <td>X</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> <td>X</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> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Chloe Dotson, Director  
**Date:** February 14, 2024  
**Subject:** Agenda Item – Disposition of Surplus property via the Bid method (parcel 824-548)

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The Surplus Property Committee has considered this property, and after having made it known that the property was available for use, found that no City department expressed an interest in utilizing the property for any municipal purpose.

The attached order authorizes the declaration of parcel 824-548 as surplus property and the subsequent disposal, via the Bid method, to Curtis Nichouls.

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  
FILED  
9/16/24

## OFFICE OF THE CITY ATTORNEY

**This ORDER DECLARING PARCEL 824-548 AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO CURTIS NICHOLS is legally sufficient for placement in NOVUS Agenda.**

Drew M. Martin  
**Drew Martin, City Attorney**

Kristie Metcalfe  
**Kristie Metcalfe, Deputy City Attorney**

9/11/24  
**Date**

41



OFFICE OF THE CITY ATTORNEY  
4/15/24

**RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) TITLE VI DISCRIMINATION POLICY**

**WHEREAS**, a condition of Federal financial assistance is that a recipient must comply with Title VI of the Civil Rights Act of 1964 and the provisions of the applicable Code of Federal Regulations and Executive Orders related there to; and

**WHEREAS**, Title VI of the Civil Rights of 1964, applicable Code of Federal Regulations, and Executive Orders related thereto, provide that no person in the United States shall, on the grounds of race, color or national origin be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which a recipient receives Federal financial assistance; and

**WHEREAS**, pursuant to Federal Transit Administration C 4702.1B, all direct or primary recipients of federal transit funds must document their compliance with Title VI by submitting a Title VI program to their FTA regional civil rights officer once every three (3) years; and

**WHEREAS**, the City of Jackson Public Transit (JTRAN) has been, is, and will continue to be a recipient of federal financial assistance; and

**WHEREAS**, the Title VI, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Governing body; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Jackson, Mayor approves the 2024 City of Jackson Public Transit (JTRAN) Title VI plan and shall be consistent with and in compliance with the requirements said plan as pinned in the Fiscal Year 2024, Certification & Assurances.

Item No.: 41  
April 9, 2024  
(Keeton, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/27/2024**

POINTS		COMMENTS
1.	Brief Description/Purpose	RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) TITLE VI DISCRIMINATION POLICY
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	All citizens and visitors of the City of Jackson
4.	Benefits	All citizens and visitors of the City of Jackson
5.	Schedule (beginning date)	Upon signing
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	n/a
9.	Source of Funding General Fund Grant Bond Other	n/a
10.	EBO participation	DBE 0.00%    WAIVER    yes ___ no <u>X</u> N/A ___ 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:** Chokwe A. Lumumba, Mayor  
**THRU:** Chloe Dotson, Director Department of Planning & Development  
**FROM:** Christine F. Welch, Deputy Director Office of Transportation *CFW*  
**DATE:** February 2024  
**RE:** Agenda Item for March 27, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to approve the 2024 City of Jackson Public Transit (JTRAN) Title VI plan and shall be consistent with and in compliance with the requirements said plan as pinned in the Fiscal Year 2024 Certifications & Assurances.

City of Jackson Public Transit will ensure that its programs, policies, and activities comply with the procedures cover all complaints under Title VI of the Civil Rights Act of 1964, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations" (1994), and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (2020), for alleged discrimination in any program or activity administered by City of Jackson Public Transit. The City of Jackson is committed to creating and maintaining a public transportation system that is free of all forms of discrimination. City of Jackson Public Transit will take necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to documents compliance with DOT Title VI regulations by submitting a Title VI Program once every three years.

If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@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

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This RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) TITLE VI DISCRIMINATION POLICY is legally sufficient for placement in NOVUS Agenda.

  
_____  
Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/2/24

_____  
Date

OFFICE OF THE CITY ATTORNEY  


42



**ORDER ACCEPTING THE OFFER OF JUST COMPENSATION FROM THE CITY OF BYRAM, MISSISSIPPI FOR TEMPORARY CONSTRUCTION EASEMENTS AND A PERMANENT EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT OF SAID EASEMENT TO THE CITY OF BYRAM**

OFFICE OF THE CITY ATTORNEY  
4/11/24  
M  
8/24

WHEREAS, the City of Byram, Mississippi operates a lagoon sewer treatment system that it must remove from operation; and

WHEREAS, the City of Jackson currently provides sewer treatment for a portion of the City of Byram at its Trahon/Big Creek Wastewater Treatment Facility; and

WHEREAS, the City Byram has designed a new sewer main to convey wastewater from the lagoon to the City's Trahon/Big Creek Wastewater Treatment Plant; and

WHEREAS, the new sewer main, as designed, passes through a parcel of land owned by the City of Jackson; and

WHEREAS, the City of Byram had the required permanent easement and temporary construction easement appraised by Appraisal Research Company, LLC; and

WHEREAS, the appraised value of the two temporary construction easements of 0.63 acres each is \$5,480.00 and the appraised value of the permanent easement is \$5,510.00 for a total of \$10,990.00 being offered for the easements; and

WHEREAS, the permanent easement and the two temporary easements being conveyed are described as follows:

**Forty Foot Wide Perpetual Easement**

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999942089 and a convergence of +00°02'10".

A 40 foot wide tract of land containing 0.63 acre, more or less, and being situated in the NE 1/4 of Section 26, T4N, R1W, Hinds County, Mississippi, said tract being 20 feet left and 20 feet right of the following described centerline:

Commencing at a found 1/2" rebar marking the southwest corner of the SE 1/4 of the NW 1/4, Section 26, T4N, R1W, Hinds County, Mississippi, said rebar having a MS State Plane Coordinate of N:967167.22, E:2314590.58, thence run North for a distance of 1,416.76 feet; thence run East for a distance of 1,574.03 feet to a 1/2" rebar set on the west line of the Grantor's property and the east right of way line of Interstate Highway 55, said rebar having a MS State Plane Coordinate of N:968583.98, E:2316164.62 and being the **POINT OF BEGINNING** of the centerline of the herein described parcel.

From said **POINT OF BEGINNING**, thence run S 61°16'20" E (passing a 1/2" rebar set near the top bank of Big Creek at a distance of 600.00 feet) for a total distance of 690.96 feet to the east line of the Grantor's property (the centerline of Big Creek) and the **POINT**

Item#: 42

Agenda: April 9, 2024

By: Wright, Lumumba

**OF TERMINUS** of the centerline of the herein described parcel, said point of terminus having a MS State Plane Coordinate of N:968251.87, E:2316770.53.

The side lines of the herein described 40 foot wide easement shall be lengthened or shortened to Grantor's western and eastern property lines. The herein described easement contains 0.63 acre, more or less.

**Forty Foot Wide Temporary Construction Easement**

A 40 foot wide strip of land lying along and coincident with the northeast side of the above described perpetual easement and containing 0.63 acre, more or less.

**Forty Foot Wide Temporary Construction Easement**

A 40 foot wide strip of land lying along and coincident with the southwest side of the above described perpetual easement and containing 0.63 acre, more or less.

**IT IS, THEREFORE, ORDERED** that payment from the City of Byram, Mississippi in the total amount of \$10,990.00 for the permanent easement and two temporary easements over a parcel of property owned by the City of Jackson is hereby accepted as just compensation.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute an Easement instrument conveying to the City of Byram a permanent easement and two construction easements as described herein.

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDER ACCEPTING THE OFFER OF JUST COMPENSATION FROM THE CITY OF BYRAM, MISSISSIPPI FOR A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT SEWER EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT OF SAID EASEMENT TO THE CITY OF BYRAM</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	6
3.	<b>Who will be affected</b>	The City of Jackson and those person living along and using Big Creek
4.	<b>Benefits</b>	Will remove a lagoon treatment system used by the City Byram to treat wastewater.
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>	Greater Jackson Industrial Center in unincorporated Hinds County
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	City of Byram, Mississippi
8.	<b>COST</b>	N/A
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"/>	Not applicable. The City will be receiving \$10,990.00.
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 ves ___ no ___ N/A _____





**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer

**Date:** April 1, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda accepting the offer of the City of Byram to purchase a permanent easement and two temporary easements for the construction of a sewer transmission line. The City of Byram needs to construct the line that will be running through City property to remove a lagoon wastewater treatment system and begin sending this wastewater for treatment at the City's Trahon/Big Creek Wastewater Treatment Plant.

The payment for the easements, \$10,990.00, is based on an appraisal performed by two MAI-designated appraisers with the Appraisal Research Company, LLC.

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 39201-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756  
4/21/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE OFFER OF JUST COMPENSATION FROM THE CITY OF BYRAM, MISSISSIPPI FOR TEMPORARY CONSTRUCTION EASEMENTS AND A PERMANENT EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT OF SAID EASEMENT TO THE CITY OF BYRAM** is legally sufficient for placement in NOVUS Agenda.

  
_____  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

4/21/24  
_____  
DATE



43



**ORDER RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH HESM&A CONSULTING ENGINEERS, A MISSISSIPPI CORPORATION, TO DESIGN THE REPLACEMENT TO THE EXISTING HVAC SYSTEMS FOR THE MEDGAR EVERS LIBRARY EMERGENCY REPLACEMENT AND REPAIRS**

**WHEREAS**, the HVAC systems at the Medgar Evers Library continue to break down and are non-functional; and

**WHEREAS**, the non-functional HVAC systems have caused a number of scheduled events to be canceled and are creating an environmental, human health, and public safety issue for the employees and those using the Medgar Evers Library; and

**WHEREAS**, in order to maintain the library open to provide needed services to the public, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, a contract has been executed with HESM&A Consulting Engineers, a Mississippi corporation, in an amount not to exceed \$4,000.00 without further authorization of the governing authorities to design replacements and repairs to the non-functional HVAC systems, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the emergency contract with HESM&A Consulting Engineers, a Mississippi Corporation in an amount not to exceed \$4,000.00 without further authorization of the governing authorities to design replacement and repairs to the HVAC systems at the Medgar Evers Library is ratified.

ITEM # : 43

DATE: April 9, 2024

BY: WRIGHT, LUMUMBA

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 RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH HESM&A CONSULTING ENGINEERS, A MISSISSIPPI CORPORATION, TO DESIGN THE REPLACEMENT TO THE EXISTING HVAC SYSTEMS FOR THE MEDGAR EVERS LIBRARY EMERGENCY REPLACEMENT AND REPAIRS is legally sufficient for placement in NOVUS Agenda.

  
_____  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, *Legal Counsel* _____

  
_____  
DATE

## **DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE**

### **I. REQUEST**

Recently, the air conditioning at the Medgar Evers Library, which is part of the Jackson/Hinds Library System, failed. This has resulted in the temporary closure of the library until such time as the necessary repairs can be made. The Department of Public Works, Engineering Division, has been working with HESM&A Engineers to evaluate the situation and provide a solution. HESM&A has offered two options to repair the HVAC system at the Medgar Evers Library:

1. Full design and construction administration services as we would typically provide, including plans, specifications with front end sections for bidding, pre-bid conference, solicitation and receiving bids, pre-construction conference, submittal review, and on-site observation of construction for the duration of the project. This would require bringing the systems into compliance with current codes, including a significant increase in outside air flow rate, which in turn would require increased cooling capacity and replacement of the existing duct systems to accommodate that increased capacity. Our fee for this option would be \$21,240. Estimated construction cost for this option would be \$455,000; note that this does not include electrical, which would be significant due to the increased system sizes.
2. Equipment selection to match capacities of existing systems; this would be treated as an equipment replacement project, so we would not produce plans and specs, and therefore the increased outside air and resultant increased cooling capacity would not be required. We would simply provide equipment selections for new air handling units, condensing units, heating water coils, boiler, and pump for use by the City to obtain prices from two contractors for the equipment changeout. Our fee for this option would be \$2,700. Estimated construction cost for this option would be \$225,000.

The Engineering Division recommends Option 2. primarily because of the additional time required for the design and construction process for Option 1., but also because of the additional expense involved.

Any delay in moving forward with this project, including the additional time required to advertise for bids creates the danger that the work will not be complete by the beginning of hot weather next year. The lead time for equipment can be as long as six months and HESM&A must still create the specifications for the equipment and solicit quotes from contractors.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the Department of Public Works to contract with a professional engineer to provide equipment specifications and a scope of work for the replacement of HVAC equipment and,



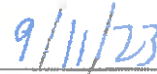
pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, to enter into a contract for the replacement or repair of the HVAC system at the Medgar Evers Library.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me in my capacity as City Engineer wherein I set forth the situation at the Medgar Evers Library how I have been working with Engineering Division and Care & Maintenance Division staff on this issue. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



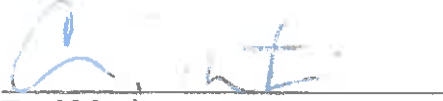
Robert Lee

Interim Director, Department of Public Works



DATE

**II. REVIEWED AND APPROVED**



Torri Martin  
City Attorney

9/13/23  
DATE



Fidelis Malembeka  
Chief Financial Officer

09/12/23  
DATE



Louis Wright  
Chief Administrative Officer

9/11/23  
DATE

**III. DECLARATION OF EMERGENCY**

I hereby determine the failure of the air conditioning at Medgar Evers Library is an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract with a professional engineer for services need for the repair or replacement of the HVAC system is authorized and, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, a contract with a contractor for the construction of the repair or replacement of the HVAC system is authorized..

According, this request is approved, effective _____.



CHOKWE A. LUMUMBA  
Mayor

9/13/2023  
DATE



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Robert Lee, P.E. *RL*  
City Engineer

**Date:** August 30, 2023

**Subject:** Declaration of Emergency  
Medgar Evers Library Air Conditioning

Recently, the air conditioning at the Medgar Evers Library, which is part of the Jackson/Hinds Library System, failed. This has resulted in the temporary closure of the library until such time as the necessary repairs can be made. The Department of Public Works, Engineering Division, has been working with HESM&A Engineers to evaluate the situation and provide a solution. HESM&A has offered two options to repair the HVAC system at the Medgar Evers Library:

1. Full design and construction administration services as we would typically provide, including plans, specifications with front end sections for bidding, pre-bid conference, solicitation and receiving bids, pre-construction conference, submittal review, and on-site observation of construction for the duration of the project. This would require bringing the systems into compliance with current codes, including a significant increase in outside air flow rate, which in turn would require increased cooling capacity and replacement of the existing duct systems to accommodate that increased capacity. Our fee for this option would be \$21,240. Estimated construction cost for this option would be \$455,000; note that this does not include electrical, which would be significant due to the increased system sizes.
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The Engineering Division recommends Option 2. primarily because of the additional time required for the design and construction process for Option 1., but also because of the additional expense involved.

Any delay in moving forward with this project, including the additional time required to advertise for bids creates the danger that the work will not be complete by the beginning of hot weather next year. The lead time for equipment can be as long as six months and HESM&A must still create the specifications for the equipment and solicit quotes from contractors.

In order to provide the best opportunity to have the HVAC system repairs at the Medgar Evers Library completed before beginning next summer, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of state law be invoked.

1 WOODGREEN PLACE  
SUITE 210  
MADISON, MS 39110

## PROPOSAL TRANSMITTAL



To Lloyd Keller  
City of Jackson, MS  
Email Address lkeller@city.jackson.ms.us  
Copies File  
From Will Irby  
Date 8/28/2023  
Project Name Medgar Evers Library HVAC Replacement  
Jackson, MS  
Pages 5 including cover

comments

We appreciate the opportunity to provide our engineering services and to work with you on the above referenced project. The fees indicated herein are valid for a period of 90 days from the date of this proposal, which we are pleased to submit for your consideration. The laws of the State of Mississippi shall govern this agreement.


### Project Scope

This proposal is for HVAC, Plumbing and Electrical engineering services for replacement of the existing HVAC equipment serving the Medgar Evers Library in Jackson, MS.

Our work will include the services indicated in the attached "Scope of Work." Please refer to our Fee Schedule, Terms of Proposal, General Conditions and Hourly Rate Schedule for additional relevant information.

Thank you for this opportunity to provide a proposal to you. When you are ready for us to begin work on this project, please sign where indicated below and return a copy to us. We are looking forward to being part of your team.

Sincerely,

  
William P. Irby, P.E.  
Principal  
HESM&A

   
Chokwe A. Lumumba, Mayor  
City of Jackson, MS  
Date

## Proposal for Engineering Services – Medgar Evers Library – Jackson, Mississippi

### Scope of Work

HESM&A will provide equipment selections to replace the existing HVAC systems serving the Medgar Evers branch of the Jackson Library System.

### Compensation

Equipment selections and review of shop drawings shall be based on a fixed fee of \$2,700.00.

### Reimbursables

We will invoice at 1.0 times our cost for all normal reimbursable items, including but not limited to shipping, lodging, car rental and all project related travel (including mileage at currently allowable IRS rates), subject to a maximum reimbursable allowance of \$500.00.

### Additional Services

Additional services shall be provided and billed on an hourly basis in accordance with the rate schedule below or on a lump sum basis, whichever is appropriate for the work to be performed and negotiated prior to work beginning. Additional Services shall be limited to a maximum allowance of \$800.00.

### Hourly Rates

Our hourly rates are reviewed on an annual basis; they currently are:

Principal	\$ 175.00/hour
Engineer	\$ 130.00/hour
Project Manager	\$ 120.00/hour
Clerical	\$ 65.00/hour

## Proposal for Engineering Services – Medgar Evers Library – Jackson, Mississippi

### Clarifications

1. The fees listed in Compensation for standard design services are based on typical design schedules. We assume that we will be given adequate time to complete our work on a reasonable schedule, based on the complexity of the project. If design schedules are compressed or significantly extended, we may request additional fees to cover the additional project staffing requirements.
2. Where we have not been provided with budgetary information to govern our design, we will employ prudent engineering practices and industry standards; in such cases, our design shall not be limited to a defined construction budget. Typical construction costs for HVAC systems can vary significantly depending upon their complexity and the project requirements. While a limited amount of value engineering time is included for budget control, redesign of entire systems will be considered a change of scope and may require additional fees.
3. HESM&A will coordinate our designs with other disciplines, as necessary, and work with a standard level of professional skill and care for our disciplines' portion of the project.
4. We assume there will be adequate utility services to the project, including gas, water, sanitary sewer, storm sewer, and any other utilities necessary to meet the owner's program requirements.
5. Redesign in response to review comments which constitute or introduce new design criteria or changes of scope will be considered changes in scope and will require additional compensation.

### Terms of Proposal

1. **Standard of Care**  
The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
2. **Ownership of Documents**  
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining this Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and, to the extent permitted by Mississippi law, Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees to not give Consultants instruments of professional service to others in any form without the prior express written consent of Consultant, except in the direct performance of this Project.
3. **Use of Electronic Media**  
Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in

## **Proposal for Engineering Services – Medgar Evers Library – Jackson, Mississippi**

electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment. Documents transferred in electronic media format will be prepared by Consultant in Consultant's standard licensed software packages; any conversion to other software shall be the responsibility of Client.

### **4. Opinions of Cost**

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

### **5. Construction Phase Services**

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

### **6. Hazardous Environmental Conditions**

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, toxic mold, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

## **General Conditions**

### **1. Indemnification**

Consultant agrees to indemnify and hold Client harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the Consultant's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

### **2. Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.



## **Proposal for Engineering Services – Medgar Evers Library – Jackson, Mississippi**

### **3. Dispute Resolution**

Parties agree that they will first attempt to resolve any disputes between them through negotiations. In the event, either party believes that further negotiation of the dispute is futile, either party may file suit in the court of appropriate jurisdiction within the First Judicial District of Hinds County, Mississippi.

### **4. Limitation of Liability**

To the extent permitted by Mississippi law, Consultant's liability to Client relating to this agreement or services under this agreement, whether based on negligence, breach of contract, strict liability or otherwise, shall not exceed, in the aggregate, the amount of Consultant's professional liability insurance.

### **5. Termination of Contract**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Upon termination and despite the causes, Consultant shall be compensated by Client within forty-five (45) days of Client's receipt of invoice for all services performed up to and including the termination date. Failure of Client to make payments when due shall be cause for suspension of service or, ultimately, termination and legal action, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

### **6. Compensation**

For the scope of services stated in accompanying Letter of Proposal, Client agrees to pay Consultant the compensation stated in same. Payment to Consultant is contingent only on delivery of services to Client. Instruments of service include but are not limited to drawings, specifications, reports, studies, sketches, calculations, analyses, and any other engineering work product issued in any form to Client or to others at Client's request. Use of Consultant's instruments of service for any purpose by Client or others at Client's direction or request shall render the associated amount of compensation irrefutable and payable to Consultant by Client, pursuant to the prompt payment requirement below.

Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration for providing service to Client. Accordingly, Client agrees to advise Consultant as to the preferred billing cycle, invoice format, person to whom invoices should be addressed, and such other pertinent details Consultant should observe to help the Client expedite payment. Any charges disputed shall be called to Consultant's attention within 45 days of receipt of invoice. Client agrees to pay all charges not in dispute within 45 days of receipt of an invoice. Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within 75 days of receipt of Consultant's invoice, and, to the extent permitted by Mississippi law, Client agrees to waive any claim against Consultant, and to indemnify, defend, and hold Consultant harmless from and against any and all claims arising from suspension or termination due to Client's failure to provide timely payment.

## **DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE**

### **I. REQUEST**

Recently, the air conditioning at the Medgar Evers Library, which is part of the Jackson/Hinds Library System, failed. This has resulted in the temporary closure of the library until such time as the necessary repairs can be made. The Department of Public Works, Engineering Division, has been working with HESM&A Engineers to evaluate the situation and provide a solution. HESM&A has offered two options to repair the HVAC system at the Medgar Evers Library:

1. Full design and construction administration services as we would typically provide, including plans, specifications with front end sections for bidding, pre-bid conference, solicitation and receiving bids, pre-construction conference, submittal review, and on-site observation of construction for the duration of the project. This would require bringing the systems into compliance with current codes, including a significant increase in outside air flow rate, which in turn would require increased cooling capacity and replacement of the existing duct systems to accommodate that increased capacity. Our fee for this option would be \$21,240. Estimated construction cost for this option would be \$455,000; note that this does not include electrical, which would be significant due to the increased system sizes.
2. Equipment selection to match capacities of existing systems; this would be treated as an equipment replacement project, so we would not produce plans and specs, and therefore the increased outside air and resultant increased cooling capacity would not be required. We would simply provide equipment selections for new air handling units, condensing units, heating water coils, boiler, and pump for use by the City to obtain prices from two contractors for the equipment changeout. Our fee for this option would be \$2,700. Estimated construction cost for this option would be \$225,000.

The Engineering Division recommends Option 2, primarily because of the additional time required for the design and construction process for Option 1., but also because of the additional expense involved.

Any delay in moving forward with this project, including the additional time required to advertise for bids creates the danger that the work will not be complete by the beginning of hot weather next year. The lead time for equipment can be as long as six months and HESM&A must still create the specifications for the equipment and solicit quotes from contractors.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the Department of Public Works to contract with a professional engineer to provide equipment specifications and a scope of work for the replacement of HVAC equipment and,

pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, to enter into a contract for the replacement or repair of the HVAC system at the Medgar Evers Library.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me in my capacity as City Engineer wherein I set forth the situation at the Medgar Evers Library how I have been working with Engineering Division and Care & Maintenance Division staff on this issue. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Robert Lee  
Interim Director, Department of Public Works

9/11/23  
DATE

**II. REVIEWED AND APPROVED**

Torri Martin  
City Attorney

DATE

9/13/23

Fidelis Malembeka  
Chief Financial Officer

DATE

09/12/23

Louis Wright  
Chief Administrative Officer

DATE

9/11/23

**III. DECLARATION OF EMERGENCY**

I hereby determine the failure of the air conditioning at Medgar Evers Library is an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract with a professional engineer for services need for the repair or replacement of the HVAC system is authorized and, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, a contract with a contractor for the construction of the repair or replacement of the HVAC system is authorized..

According, this request is approved, effective _____.

CHOKWE A. LUMUMBA  
Mayor

DATE

9/13/2023

**Any delay in moving forward with this project, including the additional time required to advertise for bids creates the danger that the work will not be complete by the beginning of hot weather next year. The lead time for equipment can be as long as six months and HESM&A must still create the specifications for the equipment and solicit quotes from contractors.**

**In order to provide the best opportunity to have the HVAC system repairs at the Medgar Evers Library completed before beginning next summer, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of state law be invoked.**

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

2/16/2024  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH HESM&amp;A CONSULTING ENGINEERS, A MISSISSIPPI CORPORATION, TO DESIGN THE REPLACEMENT TO THE EXISTING HVAC SYSTEMS FOR THE MEDGAR EVERS LIBRARY EMERGENCY REPLACEMENT AND REPAIRS</b>
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>1. Youth &amp; Education</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>7. Quality of Life</li> </ol>
3.	<b>Who will be affected</b>	Citizens and community served.
4.	<b>Benefits</b>	Replacement and repairs to non-functioning HVAC Systems
5.	<b>Schedule (beginning date)</b>	Upon approval by the City
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>	Ward 3  No
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>	Public Works Department, Engineering Department
8.	<b>COST</b>	Pursuant to the emergency procurement process, a contract has been executed with HESM&A Consulting Engineers, a Mississippi Corporation in amount not to exceed \$4,000.00
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>	47.45.300.6812
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

**Council Agenda Item Memorandum**

To: Louis Wright, Chief Administrative Officer *lw*  
From: Robert Lee, City Engineer  
Date: March 29, 2024

**Agenda Item:** Ratify HESM&A Contract  
**City Project #:**  
**Council Meeting:** Regular Council Meeting, TBD  
**Consultant:** HESM&A Consulting Engineers, a Mississippi Corporation  
**EBO Compliance Details:**  
**Purpose:** Replacements and Repairs, Public Safety  
Medgar Evers Library  
**Cost:** \$4,000.00  
**Project/Contract Type:** Replacements and Repairs consulting engineering services  
**Funding Source:** 47.45.300.6812  
**Schedule/Time:** 90 Days  
**DPW Manager:** Robert Lee /Lloyd Keller

**Background:**

Attached, you will find an item for the City Council Agenda ratify the contract to provide consulting engineering services for replacements and repairs of the buildings HVAC systems.

These HVAC systems replacement and repairs are necessary for continued occupancy and use of Medgar Evers Library building.

It is the recommendation of this office that the contract of HESM&A Consulting Engineers in the not to exceed the amount of \$4,000.00 shall be ratified.

**Talking Points:**

- The HVAC systems at the Medgar Evers Library continue to break down and are non-functional
- The non-functional HVAC systems have caused a number of scheduled events to be canceled and are creating an environmental, human health, and public safety issue for the employees and those using the Medgar Evers Library



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Robert Lee, P.E. *RL*  
City Engineer

**Date:** August 30, 2023

**Subject:** Declaration of Emergency  
Medgar Evers Library Air Conditioning

Recently, the air conditioning at the Medgar Evers Library, which is part of the Jackson/Hinds Library System, failed. This has resulted in the temporary closure of the library until such time as the necessary repairs can be made. The Department of Public Works, Engineering Division, has been working with HESM&A Engineers to evaluate the situation and provide a solution. HESM&A has offered two options to repair the HVAC system at the Medgar Evers Library:

1. Full design and construction administration services as we would typically provide, including plans, specifications with front end sections for bidding, pre-bid conference, solicitation and receiving bids, pre-construction conference, submittal review, and on-site observation of construction for the duration of the project. This would require bringing the systems into compliance with current codes, including a significant increase in outside air flow rate, which in turn would require increased cooling capacity and replacement of the existing duct systems to accommodate that increased capacity. Our fee for this option would be \$21,240. Estimated construction cost for this option would be \$455,000; note that this does not include electrical, which would be significant due to the increased system sizes.
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The Engineering Division recommends Option 2. primarily because of the additional time required for the design and construction process for Option 1., but also because of the additional expense involved.





44



**ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI STATE UNIVERSITY EXTENSION SERVICE FOR COMMERCIAL PESTICIDE APPLICATOR RECERTIFICATION TRAINING**

**WHEREAS**, the Department of Public Works, Bridges and Drainage Division, is required to have an employee certified in commercial pesticide application and that employee's certification will soon expire; and

**WHEREAS**, the Mississippi State University Extension Service offers recertification courses statewide for a cost of \$75.00 for a 3-year certification; and

**WHEREAS**, in order to ensure the continued and proper operation and maintenance of the Bridges & Drainage Division office, it is necessary to pay for the commercial pesticide applicator certification course for our certified employee.

**IT IS, THEREFORE, ORDERED** that payment be made in an amount of \$75.00 to the Mississippi State University Extension Service for commercial pesticide applicator recertification training.

Item # 44  
Date April 9, 2024  
By: Wright, Lumumba


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET      March 25, 2024**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI STATE UNIVERSITY EXTENSION SERVICE FOR COMMERCIAL PESTICIDE APPLICATOR RECERTIFICATION TRAINING</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	6. Infrastructure and Transportation			
3.	<b>Who will be affected</b>	City of Jackson			
4.	<b>Benefits</b>	Payment for commercial pesticide applicator recertification training			
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>				
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works			
8.	<b>COST</b>	\$75.00			
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"/>				
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   
Chief Administrative Officer

**Date:** March 25, 2024

**Subject:** Agenda Item for City Council Meeting

Attached, you will find an agenda item requesting authorization to pay MSU Extension Service \$75 for commercial pesticide applicator recertification training for an employee of Bridges & Drainage. The Mississippi Department of Agriculture and Commerce requires the City to have an employee certified to apply pesticides. Our certified employee is due for recertification. The recertification course costs \$75 and is offered at various locations statewide. It is the recommendation of this office that this item be approved. If you have any questions, please call me.

Office of the City Attorney



455 East Capitol Street  
Post Office Box 279  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/2/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI STATE UNIVERSITY EXTENSION SERVICE FOR COMMERCIAL PESTICIDE APPLICATOR RECERTIFICATION TRAINING** is legally sufficient for placement in NOVUS Agenda.

  
_____  
DREW MARTIN, *CITY ATTORNEY*  
Terry Williamson, *Legal Counsel* 

  
_____  
DATE



March 7, 2024

Keith Bratton  


**FILE** *Go...*  
*[Handwritten notes and scribbles]*

Dear Keith Bratton:

This is a friendly reminder that your commercial pesticide applicator certification CA11757 from the Mississippi Department of Agriculture and Commerce - Bureau of Plant Industry expires on 6/5/2024. To remain certified, you need to complete recertification training within 6 - 12 months prior to the 6/5/2024 or you will have to retest.

The MSU Extension Pesticide Safety Education Program is offering one round of recertification classes within the second quarter of 2024:

- Raymond – Tuesday, April 9, 2024
- Batesville – Thursday, April 11, 2024
- Biloxi – Wednesday, April 17, 2024
- Verona – Tuesday, May 7, 2024
- Stoneville – Thursday, May 9, 2024
- Hattiesburg – Wednesday, May 15, 2024

Please visit our website ([extension.msstate.edu/agriculture/pesticide-applicator-certification](http://extension.msstate.edu/agriculture/pesticide-applicator-certification)) for more information about these classes and to preregister. The cost for the majority of our recertifications is \$75.00 for a 3-year recertification. We prefer you pay by credit card online, but we will accept cash or check (payable to MSU-Extension) at the door (but we do ask that you preregister).

On the Pesticide Applicator Certification webpage, click on Commercial Applicator Recertification Schedules, in the sidebar on the right, for locations, dates, times. The Commercial Pesticide Applicator Recertification Registration Form is under Related Links.

Please do not hesitate to call me at 662-325-5829 if you have questions or concerns.

Sincerely,

  
M. Eugene Merkl, Program Director  
Pesticide Safety Education Program





45



**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054) LPA/108164-701000**

OFFICE OF THE CITY ATTORNEY  
APR 9 2024

**WHEREAS**, the City of Jackson entered into a construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for work on the FAST Act Sidewalk Project in an amount not to exceed \$119,668.98; and

**WHEREAS**, the construction contractor has exceeded the contract time specified in the contract and has had liquidated damages withheld from their invoices; and

**WHEREAS**, Myriad Engineering Solutions, LLC has provided a cost estimate of \$112,887.12 to provide additional construction engineering and inspection services due to the construction contractor exceeding the contract time; and

**WHEREAS**, the total contract amount with the additional construction engineering and inspection services would be \$232,556.10; and

**WHEREAS**, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize Supplement Agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC in an amount of \$112,887.12.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project, for an amount not to exceed \$112,887.12.

**IT IS FURTHER ORDERED** that the total amount of the contract shall not exceed \$232,556.10 without further authorization of the City Council.

Item#: 45

Agenda: April 9, 2024

(Wright, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**2023**

**September 15,**

**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 construction engineering and inspection services contract with Myriad for the FAST Act Sidewalk 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>	Pedestrians along multiple streets in Jackson
4.	<b>Benefits</b>	Additional CE&I services for a federal aid sidewalk project
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. County Line Rd (Ridgewood Rd to Ollie's) (Ward 1) 2. Gallatin St at South St (Ward 7) 3. Lamar St (Fortification St to Fairbanks St) (Ward 7) 4. Marshall St/Webster St (Loop off of State St) (Ward 7) 5. Old Canton Rd (Ridgewood Rd to Canton Heights Dr) (Ward 1) 6. President St (Tombigbee St to Mississippi 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: \$119,668.98 Proposed SA#1: \$112,887.12 New Contract Total: \$232,556.10
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"/>	420 45190 6823 (80% Federal funds up to the balance of the MPO grant. Amount of federal funds available will depend on the final amount of the liquidated damages held at the end of the construction contract)  372 45190 6823 (20% City match plus anything beyond available Federal funds.)
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:** Robert Lee, P.E., Interim Director & City Engineer  
**Date:** September 15, 2023  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project.

The construction contractor on this project, PaveCon, has exceeded the contract time causing the CE&I consultant, Myriad, to incur additional cost to perform their contracted services on this project. As specified in the MDOT Standard Specifications which governs federal aid projects, the City is withholding liquidated damages from each invoice submitted for payment. The funds withheld, both federal and local, can be used to pay for the proposed Myriad supplemental agreement. Funds to match the remaining federal funds plus additional funds exceeding the available federal funds would come from Modernization Tax funds.

If you have any questions or comments, please do not hesitate to call me at (601) 960-1651 or 2091.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2719  
Jackson, Mississippi 39207-2719  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
9/19/2023

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054) LPA/108164-701000** is legally sufficient for placement in NOVUS Agenda.

  
_____  
CATORIA F. MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

9/19/23  
_____  
DATE

46





**ORDER AUTHORIZING SP PLUS CORPORATION TO DISPOSE OF PARKING METERS BEING REPLACED THROUGH THE PARKING METER MANAGEMENT PROGRAM AND AUTHORIZING ALL REVENUE FROM THEIR DISPOSAL TO BE APPLIED TO THE COST OF REMOVAL OF THE EXISTING METERS AND THE ASSOCIATED REPAIR OF SIDEWALKS**

CITY OF JACKSON  
APR 9 2024

**WHEREAS**, the City entered into a Management Agreement with SP Plus Corporation for the management of the City's parking meter program; and

**WHEREAS**, the scope of work under the Management Agreement includes the replacement of the City's obsolete, single-space parking meters with new parking kiosks; and

**WHEREAS**, nearly all the parking meters being removed no longer function properly, cannot be repaired, and use obsolete payment technology; and

**WHEREAS**, due to the condition of the existing parking meter inventory, their only value is as scrap metal; and

**WHEREAS**, allowing SP Plus Corporation to handle the disposal of the existing parking meter inventory in conjunction with their removal will result in savings because the existing parking meters will only be moved once and will not be stored; and

**WHEREAS**, SP Plus Corporation will track the number of parking meters removed and the revenue realized from their sale as scrap metal, and will apply this revenue to offset the cost of removing the parking meters and restoring the sidewalks; and

**WHEREAS**, SP Plus Corporation has agreed to provide a written accounting of the inventory of existing parking meters removed, the parking meter components sold as scrap metal, and the revenue received from their sale as scrap metal.

**IT IS, THEREFORE, ORDERED** that the existing parking meters of the City of Jackson are declared to be obsolete and of no value to the City other than their value as scrap metal.

**IT IS FURTHER ORDERED** that SP Plus Corporation is authorized to dispose of the existing parking meters, including, but not limited to, the parking meter housing and pole as scrap metal and, in so doing, shall account for the number of parking meters removed and the disposition of those parking meters either by sale as scrap metal or by disposal.

**IT IS FURTHER ORDERED** that SP Plus Corporation shall itemize the costs associated with the removal and disposal of the existing parking meters, reducing said costs by the revenues derived from the sale of the parking meters as scrap metal.

Item#: 46

Agenda: April 9, 2024

By: Wright, Lumumba

DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING SP PLUS CORPORATION TO DISPOSE OF PARKING METERS BEING REPLACED THROUGH PARKING METER PROGRAM AND AUTHORIZING ALL REVENUE FROM THEIR DISPOSAL TO BE APPLIED TO THE COST OF REMOVAL AND REPAIR OF SIDEWALKS</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	6
3.	<b>Who will be affected</b>	The City of Jackson
4.	<b>Benefits</b>	The City will avoid potential costs associated with the storage of the parking meters after their removal and obtain some revenue from their sale as scrap metal
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>	Everywhere that has metered park
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works, Infrastructure Division
8.	<b>COST</b>	N/A
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"/>	Not applicable. The City's cost of removing the old parking meters will be reduced by savings in storage costs and revenue from the sale of the parking meters as scrap metal
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

**Date:** April 1, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing SP Plus to dispose of the City's obsolete parking meters following their removal as parking of the Parking Meter Management Agreement. SP Plus will use their best efforts to sell as much of the parking meters and poles as scrap metal. The revenue received will offset the cost of the removal of the existing parking meters and the associated sidewalk repairs.

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  
APR 12 2024

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING SP PLUS CORPORATION TO DISPOSE OF PARKING METERS BEING REPLACED THROUGH THE PARKING METER MANAGEMENT PROGRAM AND AUTHORIZING ALL REVENUE FROM THEIR DISPOSAL TO BE APPLIED TO THE COST OF REMOVAL OF THE EXISTING METERS AND THE ASSOCIATED REPAIR OF SIDEWALKS is legally sufficient for placement in NOVUS Agenda.

  
_____  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
_____  
DATE

47



**ORDER RATIFYING PROCUREMENT OF EQUIPMENT, REPAIRS,  
AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING  
PAYMENT TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC  
WORKS**

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**WHEREAS**, the Department of Public Works needed certain necessary services and specific equipment necessary to the operation of the Department of Public Works; and

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

**WHEREAS**, the services and rentals set forth in certain invoice attached hereto have been completed; and

**WHEREAS**, to ensure the continued and proper operation of the Department of Public Works, it is necessary to pay these outstanding invoices to continue receiving any needed parts or equipment or any needed services from these vendors; and

**WHEREAS**, effective May 31, 2022, the Mayor declared an emergency due to the failure of the 100 mgd bypass pump at the Savanna Street WWTP and authorized an agreement with Hydra Service, Inc. to provide portable bypass pumps; and

**WHEREAS**, pursuant to said emergency, Hydra Service, Inc. provided the rental of a temporary 100 mgd bypass pump; however, the control panels to support the Savanna Street WWTP in the amount of \$149,364.00 were inadvertently left out of the agreement; therefore, the Department of Public Works requests the authority to make said payment under the 2022 emergency declaration; and

**WHEREAS**, the City of Jackson also rented field bypass pumps and received maintenance for said pumps at the Mill Street location in the amount of \$4,882.21, which is a purchase that can be made without advertising or otherwise requesting competitive bids under Section 31-7-13(1) of the Miss. Code Ann.; and

**WHEREAS**, finally, Hydra Service, Inc. is owed an additional \$10,573.80 for late fees in association with the outstanding fees listed above; and

**WHEREAS**, Section 31-7-305 of the Miss. Code Ann. mandates that a public body shall be liable to a vendor, in addition to the amount of the invoice, for interest at a rate of one and one-half percent per month or portion thereof on the unpaid balance; therefore, state law requires the city of Jackson to pay Hydra Service, Inc. \$10,573.80 in late fees; and

**WHEREAS**, the Department of Public Works represents that the CAT Compressed Air invoices for \$76,982.34 were to provide an air compressor rental, installation of equipment, various equipment, and labor during the 2022 Water Plant Emergency, which MEMA will reimburse these costs to the city upon approval by MEMA; and

Item#: 47

Agenda: April 9, 2024

By: Wright, Lumumba



**WHEREAS**, the Department of Public Works rented sewer bypass pumps to prevent sewer overflow through United Rentals as follows:

Description	Rental Total
1. 10/18/22 thru 11/15/22 Mini Excavator (Delivery and Pickup)	\$3,814.62
2. 5/31/23 thru 6/28/23 Pump 4" Diesel	\$2,384.00
3. 6/28/23 thru 7/26/23 Pump 6" Diesel w/ Strainers	\$2,418.00
4. 7/26/23 to 8/23/23 Pump 4" Vac Assist Diesel w/ Strainers	\$2,418.00
5. 8/23/23 to 9/20/23 Pump 4" Vac Assist Diesel w/ Strainers & Hose	\$2,706.00
6. 9/20/23 to 10/02/23 Pump 4" Vac Assist w/ Strainers & Hose	\$3,629.33

**WHEREAS**, the rental of heavy equipment does not come within the categories of contract or expenditure listed in Section 31-7-13; consequently, as long as the rental equipment is not used in the construction or installation of new facilities, and so does not constitute part of a construction contract, bidding is not required. The equipment use remains in the nature of a service contract which does not come within the restrictions of Section 31-7-13, *Op. Atty. Gen. No. 98-0705, Houston, November 20, 1998*; and

**WHEREAS**, on 6/23/2023 and 11/30/2023, the Traffic Superintendent contacted Temple, Inc. to repair City traffic controllers to be placed back in service as needed; and

**WHEREAS**, the total cost of repairs to Temple is \$7,315.00; and

**WHEREAS**, when such repairs are made by repair facilities in the private sector, they are exempt from bidding requirements pursuant to Section 31-7-13(m)(ii) of the Miss. Code Ann.; therefore, the payment to Temple should be authorized; and

**WHEREAS**, the Department of Public Works rented a Ford F750, 6 Yard Box Dump from Rankin Rental on different occasions to support water repairs by hauling off dirt at the particular site; and

**WHEREAS**, the total cost owed to Rankin Rental for said rental is \$7,954.70; and

**WHEREAS**, the rental of heavy equipment does not come within the categories of contract or expenditure listed in Section 31-7-13; consequently, as long as the rental equipment is not used in the construction or installation of new facilities, and so does not constitute part of a construction contract, bidding is not required. The equipment use remains in the nature of a service contract which does not come within the restrictions of Section 31-7-13, *Op. Atty. Gen. No. 98-0705, Houston, November 20, 1998*; and

**WHEREAS**, the Department of Public Works entered into an agreement allowed by a state contract with Hewlett-Packard Financial Services Company for the rental of a plotter. The remaining cost for personal property tax of the leased equipment (\$162.80) and a late fee of (\$20.10) are owed and are recommended for payment pursuant to the agreement.

**IT IS, THEREFORE, ORDERED** that payment to the following vendor in the amount set forth be made, consistent with the attached invoice:

<u>Vendor Name</u>	<u>Amount of Invoice</u>
Hydra Service, Inc.	\$164,820.49
Compressed Air Technologies	\$76,982.34
United Rentals	\$17,369.95
Rankin Rental	\$7,954.70
Temple, Inc.	\$7,315.00
<u>Hewlett Packard Financial Services Company</u>	<u>\$182.90</u>
Total	\$274,625.38

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

April 1, 2024,  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER RATIFYING PROCUREMENT OF EQUIPMENT, REPAIRS, AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENT TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS</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	6, 7
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	Ratify procurement of services and rentals and authorizing payments.
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>	City Wide
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works
8.	<b>COST</b>	\$274,625.38
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 checked="" type="checkbox"/>	
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 *lw*  
Chief Administrative Officer

**Date:** April 1, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying procurement of services and rentals and authorizing payment to said vendors. Most of these invoices are tied to either rental of pumps and related equipment at Savanna St WWTP or sewer maintenance, invoices incurred during the water plant emergency in fall 2022, right-of-way bonds associated with water or sewer projects that cross MDOT rights-of-way, signal controller repairs, and two invoices related to the Engineering Division's previous plotter.

It is my recommendation that the attached item be approved. 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 39201-2779  
Telephone: (601) 960-3799  
Facsimile: (601) 960-1756  
4/3/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER RATIFYING PROCUREMENT OF EQUIPMENT, REPAIRS, AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENT TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS is legally sufficient for placement in NOVUS Agenda.

  
_____  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

4/3/24  
_____  
DATE

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**

**I. REQUEST**

The Savanna Street WWTP uses a 100 mgd pump to bypass flows to the storm cells during wet weather flows or high flows caused by the height of the Pearl River. This pump is necessary to prevent the Influent Pump Station and other portions of the plant from being flooded by incoming wastewater. The 100 mgd pump, which was original to Savanna Street WWTP has reached the end of its useful life and can no longer be repaired.

The 100 mgd pump failed during the early phases of the construction of the Savanna Street WWTP Phase IA Improvements Project. Consequently, the Contractor was already prepared to install bypass pumping under its construction contract with the City. The Contractor has completed the work at the Phase IA Improvements Project and will need to turn over the operation of the bypass pumps to the City effective June 1, 2022.

Due to funding issues, the project to replace the 100 mgd pump has been delayed until the Army Corps of Engineers Section 219 Grant Program Grant Agreement is executed. Afterwards, there will be minor engineering required, followed by competitive procurement of the construction contract to purchase and install the pump. Unfortunately, the lead time for this pump is up to one year.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize a contract to provide portable pumps to provide bypass pumping at the Savanna Street WTP, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Mary D. Carter, Deputy Director, Water-Sewer Operations. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

  
_____  
Marlin King  
Director, Department of Public Works

5/27/22  
_____  
DATE


**II. REVIEWED AND APPROVED**

  
_____  
Torri Martin  
City Attorney

5/27/22  
_____  
DATE

  
Fidelis Malembeka  
Chief Financial Officer

05/31/2022  
DATE

  
Louis Wright  
Chief Administrative Officer

5/31/2022  
DATE

### III. DECLARATION OF EMERGENCY

I hereby determine that the failure of the 100 mgd pump at the Savanna Street WWTP and the issues of lead time for the replacement and the funding of the cost of the replacement constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that an agreement for providing portable pumps to provide bypass pumping at the Savanna Street WWTP is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective April 1, 2022.

  
CHOKWE A. LUMUMBA  
Mayor

5/31/2022  
DATE



## MEMORANDUM

**TO:** Marlin King, Director, Department of Public Works  
**FROM:** Mary D. Carter, Deputy Director, Water-Sewer Operations  
**RE:** Emergency Procurement of Bypass Pumping for Savanna Street WWTP  
**DATE:** May 27, 2022

The Savanna Street WWTP uses a 100 mgd pump to bypass flows to the storm cells during wet weather flows or high flows caused by the height of the Pearl River. This pump is necessary to prevent the Influent Pump Station and other portions of the plant from being flooded by incoming wastewater. The 100 mgd pump, which was original to Savanna Street WWTP has reached the end of its useful life and can no longer be repaired.

The 100 mgd pump failed during the early phases of the construction of the Savanna Street WWTP Phase 1A Improvements Project. Consequently, the Contractor was already prepared to install bypass pumping under its construction contract with the City. The Contractor has completed the work at the Phase 1A Improvements Project and will need to turn over the operation of the bypass pumps to the City effective June 1, 2022.

Due to funding issues, the project to replace the 100 mgd pump has been delayed until the Army Corps of Engineers Section 219 Grant Program Grant Agreement is executed. Afterwards, there will be minor engineering required, followed by competitive procurement of the construction contract to purchase and install the pump. Unfortunately, the lead time for this pump is up to one year.

Consequently, the circumstances now required that the City enter into an emergency agreement to provide portable pumps totaling 100 mgd capacity to protect the integrity of the Savanna Street WWTP until the installation of the new 100 mgd pump in the influent pump station is complete.

Please let me know if you have any questions.



Invoice

*** Reprint ***  
Date printed:12/1/22



Ticket #:535872  
Ticket date:10/19/22  
Orig ord #:254211

Sold to: CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205  
601.960.2730

Ship to: CITY OF JACKSON O B CURTIS  
100 O B CURTIS DR  
RIDGELAND, MS 39157  
769-798-6890

Sold to:  
Customer #: JAC010  
Sls rep: 01-102

Ship date:  
Location: MAIN

Ship to:  
Ship-via code:  
Terms: Net 30 days

Customer PO# MEMA

Quantity	Item #	Description	Ship-from location	Price Unit flag	Ext prc
2	100044	INLET FILTER		355.00 EACH	710.00
	STEPHEN MILEAGE	STEPHEN TRAVEL MILES			8.75
2	100047	GAUGE, 2.5" LM, VAC-15PSI		60.00 EACH	120.00
2	100048	GAUGE, 4" LM, 0-100 PSI		80.00 EACH	160.00
	40R	COUPLING ELEMENT			630.00
	FRT IN	INBOUND FREIGHT - PO 85406 / 85394 / 85400			240.32
	STEPHEN MILEAGE	STEPHEN TRAVEL MILES			8.75
		Service Labor			215.63
Arrived on site. Looked over Gardner Denver blower. Found oil bath for bearings leaking oil, needs changed and site glasses cleaned. Shaft seals to actual blower housing need replaced, coupling element also needs replaced, Falk 40R. Gauges are liquid filled stainless steel bottom mount, one is 0-100 psi 8" and one -30-15psi 2"vac gauge. Air filters are felt, steel reinforced. Would be a good idea to be completely rebuilt. Needs spare temp and vibration sensor, and flow meter per unit. Unit uses AEON CF-150 oil.					
2	100044	INLET FILTER		355.00 EACH	405.00
	STEPHEN MILEAGE	STEPHEN TRAVEL MILES			710.00
2	100047	GAUGE, 2.5" LM, VAC-15PSI		60.00 EACH	8.75
2	100048	GAUGE, 4" LM, 0-100 PSI		80.00 EACH	120.00
	40R	COUPLING ELEMENT			160.00
	STEPHEN MILEAGE	STEPHEN TRAVEL MILES			630.00
		Service Labor			8.75
Arrived on site. Looked over Gardner Denver blower. Found oil bath for bearings leaking oil, needs changed and site glasses cleaned. Shaft seals to actual blower housing need replaced, coupling element also needs replaced, Falk 40R. Gauges are liquid filled stainless steel bottom mount, one is 0-100 psi 8" and one -30-15psi 2"vac gauge. Air filters are felt, steel reinforced. Would be a good idea to be completely rebuilt. Needs spare temp and vibration sensor, and flow meter per unit. Unit uses AEON CF-150 oil.					
2	100044	INLET FILTER		355.00 EACH	405.00
		Service Labor			710.00



Invoice

*** Reprint ***  
Date printed:12/1/22



Ticket #:535872  
Ticket date:10/19/22  
Orig ord #:254211

Sold to: CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205  
601.960.2730

Ship to: CITY OF JACKSON O B CURTIS  
100 O B CURTIS DR  
RIDGELAND, MS 39157  
769-798-6890

Sold to:  
Customer #: JAC010  
SIs rep: 01-102

Ship date:  
Location: MAIN

Ship to:  
Ship-via code:  
Terms: Net 30 days

Customer PO# MEMA

Quantity	Item #	Description	Ship-from location	Price	Unit flag	Ext prc
		STEPHEN MILEAGE				
2	100047	STEPHEN TRAVEL MILES				8.75
2	100048	GAUGE, 2.5" LM, VAC-15PSI		60.00	EACH	120.00
	40R	GAUGE, 4" LM, 0-100 PSI		80.00	EACH	160.00
		COUPLING ELEMENT				630.00
		STEPHEN MILEAGE				8.75
		Service Labor				215.63
Arrived on site. Looked over Gardner Denver blower. Found oil bath for bearings leaking oil, needs changed and site glasses cleaned. Shaft seals to actual blower housing need replaced, coupling element also needs replaced, Falk 40R. Gauges are liquid filled stainless steel bottom mount, one is 0-100 psi 8" and one -30-15psi 2"vac gauge. Air filters are felt, steel reinforced. Would be a good idea to be completely rebuilt. Needs spare temp and vibration sensor, and flow meter per unit. Unit uses AEON CF-150 oil.						
2	100044	Service Labor				405.00
		INLET FILTER		355.00	EACH	710.00
		INBOUND FREIGHT - PO 85394				0.00
		STEPHEN MILEAGE				8.75
2	100047	STEPHEN TRAVEL MILES		60.00	EACH	120.00
2	100048	GAUGE, 2.5" LM, VAC-15PSI		80.00	EACH	160.00
		INBOUND FREIGHT - PO 85400				0.00
	40R	GAUGE, 4" LM, 0-100 PSI				630.00
		COUPLING ELEMENT				8.75
		STEPHEN MILEAGE				215.63
		Service Labor				
Arrived on site. Looked over Gardner Denver blower. Found oil bath for bearings leaking oil, needs changed and site glasses cleaned. Shaft seals to actual blower housing need replaced, coupling element also needs replaced, Falk 40R. Gauges are liquid filled stainless steel bottom mount, one is 0-100 psi 8" and one -30-15psi 2"vac gauge. Air filters are felt, steel reinforced. Would be a good idea to be completely rebuilt. Needs spare temp and vibration sensor, and flow meter per unit. Unit uses AEON CF-150 oil.						
		Service Labor				405.00



User: DR

Total line items: 35.00

Sale subtotal: 9,272.84

Tax: 0.00

Total: 9,272.84

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

**Please Remit To:**  
**P.O. Box 180459**  
**Richland, MS 39218**  
**Phone: 601-936-4881**



Invoice

*** Reprint ***  
Date printed:12/1/22



Ticket #:535873  
Ticket date:10/19/22  
Orig ord #:124916

Sold to: CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205  
601.960.2730

Ship to: O B CURTIS WATER PLANT  
ATTN: ROGER SANFORD  
100 O B CURTIS DRIVE  
RIDGELAND, MS 39157  
601.960.2417

Sold to:  
Customer #: JAC010  
Sls rep: 01-102

Ship date:  
Location: MAIN

Ship to:  
Ship-via code:  
Terms: Net 30 days

Customer PO# MEMA

Quantity	Item #	Description	Ship-from location	Price	Unit flag	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL		19,500.00	EACH	19,500.00
RENTAL PERIOD 09/05/2022 TO 10/04/2022						0.00
ATLAS COPCO XAS 375 S/N - 4500B131XERO75351						
HOURS : 5552.1						

User: DR	Total line items: 2.00	Sale subtotal:	19,500.00
		Tax:	0.00
		Total:	19,500.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:  
P.O. Box 180459  
Richland, MS 39218  
Phone: 601-936-4887



Invoice

*** Reprint ***  
Date printed:12/1/22



Ticket #:535866  
Ticket date:10/19/22  
Orig ord #:253848

Sold to: CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205  
601.960.2730

Ship to: CITY OF JACKSON O B CURTIS  
100 O B CURTIS DR  
RIDGELAND, MS 39157  
769-798-6890

Sold to:  
Customer #: JAC010  
Sls rep: 01-102  
Customer PO# MEMA

Ship date:  
Location: MAIN

Ship to:  
Ship-via code:  
Terms: Net 30 days

Quantity	Item #	Description	Ship-from location	Price	Unit flag	Ext prc
1.00	SUPPLIES	HARDWARE SUPPLIES PO# 64779 PIPE FITTINGS		699.50	EACH	699.50
		Service Labor				607.50
		Service Labor				607.50
		Service Labor				1.00

User: DR

Total line items: 4.00

Sale subtotal: 2,994.50  
Tax: 0.00  
Total: 2,994.50

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:  
P.O. Box 180459  
Richland, MS 39218  
Phone: 601-936-4887



Invoice

*** Reprint ***  
Date printed:12/1/22



Ticket #:535865  
Ticket date:10/19/22  
Orig ord #:124913

Sold to: CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205  
601.960.2730

Ship to: O B CURTIS WATER PLANT  
ATTN: ROGER SANFORD  
100 O B CURTIS DRIVE  
RIDGELAND, MS 39157  
601.960.2417

Sold to:  
Customer #: JAC010  
Sis rep: 01-102

Ship date:  
Location: MAIN

Ship to:  
Ship-via code:  
Terms: Net 30 days

Customer PO# Phillip

Quantity	Item #	Description	Ship-from location	Price Unit flag	Ext prc
1	QRHT-25 Serial # ITJ587854	DRYER, HIGH INLET TEMP, REFRIG		2,465.00 EACH	2,465.00
	INSTALL	INSTALLATION OF EQUIPMENT			300.00

User: DR	Total line items: 2.00	Sale subtotal: 2,765.00
		Tax: 0.00
		Total: 2,765.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:  
P.O. Box 180459  
Richland, MS 39218  
Phone: 601-936-4887



**Invoice**  
*** Reprint ***  
Date printed:12/1/22



Ticket #:535933  
Ticket date:10/24/22  
Orig ord #:124932

**Sold to:** CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205  
601.960.2730

**Ship to:** O B CURTIS WATER PLANT  
ATTN: ROGER SANFORD  
100 O B CURTIS DRIVE  
RIDGELAND, MS 39157  
601.960.2417

**Sold to:**  
Customer #: JAC010  
Sls rep: 01-102

**Ship date:**  
Location: MAIN

**Ship to:**  
Ship-via code:  
Terms: Net 30 days

Customer PO# MEMA

Quantity	Item #	Description	Ship-from location	Price Unit flag	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL		20,150.00 EACH	20,150.00
		RENTAL PERIOD 11/05/2022 TO 12/04/2022			0.00

ATLAS COPCO XAS 375 S/N: 4500B131XERO75351

User: DR	Total line items: 2.00	Sale subtotal: 20,150.00
		Tax: 0.00
		Total: 20,150.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

**Please Remit To:**  
**P.O. Box 180459**  
**Richland, MS 39218**  
**Phone: 601-936-4887**



Invoice

*** Reprint ***  
Date printed: 12/1/22



Ticket #: 535874  
Ticket date: 10/19/22  
Orig ord #: 124917

Sold to: CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205  
601.960.2730

Ship to: O B CURTIS WATER PLANT  
ATTN: ROGER SANFORD  
100 O B CURTIS DRIVE  
RIDGELAND, MS 39157  
601.960.2417

Sold to:  
Customer #: JAC010  
Sls rep: 01-102

Ship date:  
Location: MAIN

Ship to:  
Ship-via code:  
Terms: Net 30 days

Customer PO# MEMA

Quantity	Item #	Description	Ship-from location	Price Unit flag	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL		20,150.00 EACH	20,150.00
		RENTAL PERIOD 10/05/2022 TO 11/04/2022			0.00
		ATLAS COPCO XAS 375 S/N - 4500B131XERO75351			

User: DR	Total line items: 2.00	Sale subtotal: 20,150.00
		Tax: 0.00
		Total: 20,150.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:  
P.O. Box 180459  
Richland, MS 39218  
Phone: 601-936-4887





**Invoice**  
***** Reprint *****  
Date printed: 12/1/22



Ticket #: 535994  
Ticket date: 10/27/22  
Orig ord #: 124931

**Sold to:** CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205  
601.960.2730

**Ship to:** O B CURTIS WATER PLANT  
ATTN: ROGER SANFORD  
100 O B CURTIS DRIVE  
RIDGELAND, MS 39157  
601.960.2417

**Sold to:**  
**Customer #:** JAC010  
**Sls rep:** 01-102  
**Customer PO#** Req. PO# 10/24/2022

**Ship date:**  
**Location:** MAIN

**Ship to:**  
**Ship-via code:**  
**Terms:** Net 30 days

Quantity	Item #	Description	Ship-from location	Price Unit flag	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL		2,150.00 EACH	2,150.00
		RENTAL PERIOD 10/02/2022 TO 11/01/2022			0.00
		MODEL: SULLIVAN PALATEK 50UD			
		S/N: 07K041			

User: DR

Total line items: 2.00

Sale subtotal:	2,150.00
Tax:	0.00
Total:	2,150.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

**Please Remit To:**  
**P.O. Box 180459**  
**Richland, MS 39218**  
**Phone: 601-936-4887**



# INVOICE

## INV0231264



Page 1/1  
Date 6/23/2023

**Temple, Inc.**  
PO Box 2066  
Decatur, AL 35602-2066  
PH: 800-633-3221

**Bill To:** City of Jackson, MS  
Accounting Department Attn: Jeanette  
PO Box 17  
Jackson MS 39205-0017

**Ship To:** City of Jackson, MS  
Traffic Maintenance  
Hawkins Field/Ford Avenue  
Jackson MS 39209

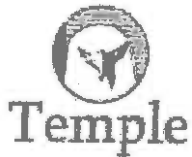
Nathan Lighter

Purchase Order No.		Customer ID	Job#	City/County	Project#	Shipping Method	Payment Terms	Req Ship Date
*		MS1935				FED-EX GROUND	Net 30 Days	6/23/2023
Ordered	Shipped	B/O	Item Number	Description		Unit Price	Ext. Price	
1	1	0	EPAC3108M62 (REPAIR)	s/n: 167412 - evaluation fee		\$75.00	\$75.00	
1	1	0	EPAC3108M62 (REPAIR)	s/n: 169190 - evaluation fee		\$75.00	\$75.00	
1	1	0	EPAC3108M62 (REPAIR)	s/n: 167410 - no charge		\$0.00	\$0.00	
1	1	0	EPAC3108M52 (REPAIR)	s/n: 140804		\$275.00	\$275.00	

ORD156439RRT

Subtotal	\$425.00
Misc	\$0.00
Tax	\$0.00
Freight	\$140.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$565.00</b>

# INVOICE INV0236618



Page 1/1  
Date 11/30/2023

**Temple, Inc.**  
PO Box 2066  
Decatur, AL 35602-2066  
PH: 800-633-3221

**Bill To:** City of Jackson, MS  
Accounting Department Attn: Jeanette  
PO Box 17  
Jackson MS 39205-0017

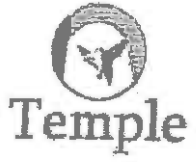
**Ship To:** City of Jackson, MS  
Traffic Maintenance  
558 W Ramp St  
Jackson MS 39209

Nathan Lighter

Purchase Order No.		Customer ID	Job#	City/County	Project#	Shipping Method	Payment Terms	Req Ship Date
*		MS1935	RMA# 4700976469			DROP SHIP	Net 30 Days	11/30/2023
Ordered	Shipped	B/O	Item Number	Description			Unit Price	Ext. Price
1	1	0	EPAC3108M62 (REPAIR)	s/n: 160722			\$0.00	\$0.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 161245			\$0.00	\$0.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 160724			\$0.00	\$0.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 160723			\$0.00	\$0.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 161247			\$1,085.00	\$1,085.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 160609			\$1,250.00	\$1,250.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 159967			\$0.00	\$0.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 159957			\$0.00	\$0.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 159225			\$1,250.00	\$1,250.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 164005			\$1,085.00	\$1,085.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 170823			\$1,085.00	\$1,085.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 164237			\$0.00	\$0.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 152617			\$0.00	\$0.00
1	1	0	EPAC3108M62 (REPAIR)	s/n: 145676			\$850.00	\$850.00

ORD156397RR  
FedEx M/F 730367051-1

<b>Subtotal</b>	\$6,605.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$145.00
<b>Trade Discount</b>	\$0.00
<b>Total</b>	\$6,750.00



**INVOICE**  
**INV0236618**

Page 2/1  
Date 11/30/2023



4 WEEK BILLING INVOICE

# 212056160-002

BRANCH 42J  
1019 CENTRE POINTE BLVD  
PEARL MS 39208-4283  
601-664-9995  
601-664-2160 FAX

Customer # : 6401884  
Invoice Date : 11/02/22  
Date Out : 10/18/22 04:00 PM  
Billed Through : 11/15/22 00:00  
UR Job Loc : 4225 MICHAEL AVALON  
UR Job # : 13  
Customer Job ID:  
P.O. # : QUOTE  
Ordered By : ANDREA WILLIAMS  
Reserved By : MARY FRANCES HARVEY  
Salesperson : BRANDON SHOTTS

Job Site

BUILDING A  
4225 MICHAEL AVALON ST  
JACKSON MS 39209-2651

Office: 601-960-1038 Cell: 601-573-9526

CITY OF JACKSON  
PO BOX 17  
JACKSON MS 39205-0017

Invoice Amount: \$3,814.62

Terms: Due Upon Receipt  
Payment options: Contact our credit office 980-304-8960  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	6915-0015J	MINI EXCAVATOR 10000-14000# Make: WACKER Model: E253 Serial: WNCE0510EPAL01880 Meter out: 966.70 Meter in: .00 Substituted for: MINI EXCAVATOR 14800-19999#		502.00	1,449.00	3,372.00	3,372.00
						Rental Subtotal:	3,372.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price	Unit of Measure	Extended Amt.		
1	DELIVERY CHARGE		221.310	EACH	221.31		
1	PICKUP CHARGE		221.310	EACH	221.31		
						Sales/Misc Subtotal:	442.62
						Agreement Subtotal:	3,814.62
						Total:	3,814.62

COMMENTS/NOTES:

CONTACT: VICTOR PICKETT  
CELL#: 601-573-9526  
SITE CONTACT: VICTOR PICKETT 6015739526  
PLEASE CALL WHEN DELIVERING

Billing period: 28 Days From 10/18/22 04:00 PM Thru 11/15/22 04:00 PM  
SOURCEWELL BASED CONTRACT 062320 URI

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

# United Rentals

FLUID SOLUTIONS  
BRANCH 62K  
2110 HWY 49S  
FLORENCE MS 39073  
601-932-4916



## 4 WEEK BILLING INVOICE

# 220305450-001

Job Si.

WILL CALL - 62K  
2110 HIGHWAY 49 S  
FLORENCE MS 39073-9421

Office: 601-960-1038 Cell: 601-624-5911

CITY OF JACKSON  
PO BOX 17  
JACKSON MS 39205-0017

Customer # : 6401884  
Invoice Date : 06/17/23  
Date Out : 05/31/23 03:23 PM  
Billed Through : 06/28/23 00:00  
UR Job Loc : 2110 HIGHWAY 49 S, F  
UR Job # : 9  
Customer Job ID:  
P.O. # : 23001260  
Ordered By : TARYL HOSKIN  
Reserved By : JAMES WOMACK  
Salesperson : HOUSE ACCOUNT

**Invoice Amount: \$2,384.00**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 980-304-8980  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	4JSVM293TP	PUMP 4" TMSN JSV (OVT) PRIME HH - DIESEL Make: THOMPSON Model: 4JSVMDYST3TNVFM Serial: 4JSVM-293 Meter out: 7730.00 Meter in: .00 Substituted for: PUMP 4" VAC ASSIST - DIESEL		265.00	795.00	2,384.00	2,384.00
Rental Subtotal:							2,384.00
Agreement Subtotal:							2,384.00
Total:							2,384.00

COMMENTS/NOTES:

CONTACT: TARYL HOSKIN  
CELL#: 601-383-3920

Billing period: 28 Days From 5/31/23 03:23 PM Thru 6/28/23 03:23 PM  
SOURCEWELL BASED CONTRACT 062320 URI

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



FLUID SOLUTIONS  
BRANCH 62K  
2110 HWY 49S  
FLORENCE MS 39073  
601-932-4916



4 WEEK BILLING  
INVOICE

# 220305450-003

Job Site

WILL CALL - 62K  
2110 HIGHWAY 49 S  
FLORENCE MS 39073-9421

Office: 601-960-1038 Cell: 601-624-5911

CITY OF JACKSON  
PO BOX 17  
JACKSON MS 39205-0017

Customer # : 6401884  
Invoice Date : 07/21/23  
Date Out : 05/31/23 03:23 PM  
Billed Through : 07/26/23 00:00  
UR Job Loc : 2110 HIGHWAY 49 S, F  
UR Job # : 9  
Customer Job ID:  
P.O. # : 23001260  
Ordered By : TARYL HOSKIN  
Reserved By : JAMES WOMACK  
Salesperson : HOUSE ACCOUNT

Invoice Amount: \$2,418.00

Terms: Due Upon Receipt  
Payment options: Contact our credit office 980-304-8980  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	6JSVE370TP	PUMP 6" VAC ASSIST - DIESEL Make: THOMPSON Model: 6JSVEDJDST45TM Serial: 6JSVE-370 Meter out: 3714.50 Meter in: .00 Substituted for: PUMP 4" VAC ASSIST - DIESEL		265.00	795.00	2,384.00	2,384.00
1	545/1105	STRAINERS (ALL SIZES)		3.00	10.00	34.00	34.00
						Rental Subtotal:	2,418.00
						Agreement Subtotal:	2,418.00
						Total:	2,418.00

COMMENTS/NOTES:

CONTACT: TARYL HOSKIN  
CELL#: 601-383-3920

Billing period: 28 Days From 6/28/23 03:23 PM Thru 7/26/23 03:23 PM  
SOURCEWELL BASED CONTRACT 062320 URI

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



FLUID SOLUTIONS

BRANCH 62K  
2110 HWY 49S  
FLORENCE MS 39073  
601-932-4916



# 4 WEEK BILLING INVOICE

## # 220305450-005

Job Si.

WILL CALL - 62K  
2110 HIGHWAY 49 S  
FLORENCE MS 39073-9421

Office: 601-960-1038 Cell: 601-624-5911

CITY OF JACKSON  
PO BOX 17  
JACKSON MS 39205-0017

Customer #	: 6401884
Invoice Date	: 08/18/23
Date Out	: 05/31/23 03:23 PM
Billed Through	: 08/23/23 00:00
UR Job Loc	: 2110 HIGHWAY 49 S, F
UR Job #	: 9
Customer Job ID:	
P.O. #	: 23001260
Ordered By	: TARYL HOSKIN
Reserved By	: JAMES WOMACK
Salesperson	: HOUSE ACCOUNT

### Invoice Amount: \$2,418.00

Terms: Due Upon Receipt  
 Payment options: Contact our credit office 860-304-8960  
 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
 PO BOX 100711  
 ATLANTA GA 30384-0711

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10872799	PUMP 4" VAC ASSIST - DIESEL Make: CORNELL Model: 4NNT-RP-QSF2.8 Serial: 225935 Meter out: 5422.70 Meter in: .00	265.00		795.00	2,384.00	2,384.00
1	545/1105	STRAINERS (ALL SIZES)	3.00		10.00	34.00	34.00
Rental Subtotal:							2,418.00
Agreement Subtotal:							2,418.00
Total:							2,418.00

COMMENTS/NOTES:

CONTACT: TARYL HOSKIN  
CELL#: 601-383-3920

Billing period: 28 Days From 7/26/23 03:23 PM Thru 8/23/23 03:23 PM  
SOURCEWELL BASED CONTRACT 062320 URI

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.





FLUID SOLUTIONS  
 BRANCH 62K  
 2110 HWY 49S  
 FLORENCE MS 39073  
 601-932-4916



**4 WEEK BILLING  
 INVOICE**

# 220305450-006

Job Site

WILL CALL - 62K  
 2110 HIGHWAY 49 S  
 FLORENCE MS 39073-9421

Office: 601-960-1038 Cell: 601-624-5911

CITY OF JACKSON  
 PO BOX 17  
 JACKSON MS 39205-0017

Customer # : 6401884  
 Invoice Date : 09/15/23  
 Date Out : 05/31/23 03:23 PM  
 Billed Through : 09/20/23 00:00  
 UR Job Loc : 2110 HIGHWAY 49 S, F  
 UR Job # : 9  
 Customer Job ID:  
 P.O. # : 23001260  
 Ordered By : TARYL HOSKIN  
 Reserved By : JAMES WOMACK  
 Salesperson : HOUSE ACCOUNT

**Invoice Amount: \$2,706.00**

Terms: Due Upon Receipt  
 Payment options: Contact our credit office 980-304-8960  
 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
 PO BOX 100711  
 ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4-Week	Amount
1	10872799	PUMP 4" VAC ASSIST - DIESEL Make: CORNELL Model: 4NNT-RP-QSF2.8 Serial: 225935 Meter out: 5422.70 Meter in: .00	265.00		795.00	2,384.00	2,384.00
1	545/1105	STRAINERS (ALL SIZES)	3.00		10.00	34.00	34.00
1	536/2720	HOSE 4X20 TANK TRUCK - CAMLOCK	45.00		103.00	288.00	288.00
Rental Subtotal:							2,706.00
Agreement Subtotal:							2,706.00
Total:							2,706.00

COMMENTS/NOTES:

CONTACT: TARYL HOSKIN  
 CELL#: 601-383-3920

Billing period: 28 Days From 8/23/23 03:23 PM Thru 9/20/23 03:23 PM  
 SOURCEWELL BASED CONTRACT 062320 URI

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

# United Rentals

FLUID SOLUTIONS

BRANCH 62K  
2110 HWY 49S  
FLORENCE MS 39073  
601-932-4916



## RENTAL RETURN INVOICE

# 220305450-007

Customer # : 6401884  
Invoice Date : 10/02/23  
Rental Out : 05/31/23 03:23 PM  
Rental In : 10/02/23 12:15 PM  
UR Job Loc : 2110 HIGHWAY 49 S, F  
UR Job # : 9  
Customer Job ID:  
P.O. # : 23001260  
Ordered By : TARYL HOSKIN  
Reserved By : JAMES WOMACK  
Salesperson : HOUSE ACCOUNT

Job Site

WILL CALL = 62K  
2110 HIGHWAY 49 S  
FLORENCE MS 39073-9421

Office: 601-960-1038 Cell: 601-624-5911

CITY OF JACKSON  
PO BOX 17  
JACKSON MS 39205-0017

**Invoice Amount: \$3,629.33**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 880-304-8960  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

### RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10872799	PUMP 4" VAC ASSIST - DIESEL Make: CORNELL Model: 4NNT-RP-QSF2.8 Serial: 225935 Meter out: 5422.70 Meter in: 6144.00		265.00	795.00	2,384.00	1,590.00
		Meter from prior exchange is 120.400				Meter chg:	1,813.33
		Meter from prior exchange is 120.400					
1	545/1105	STRAINERS (ALL SIZES)		3.00	10.00	34.00	20.00
1	536/2720	HOSE 4X20 TANK TRUCK - CAMLOCK		45.00	103.00	288.00	206.00
						Rental Subtotal:	3,629.33
						Agreement Subtotal:	3,629.33
						Total:	3,629.33

### COMMENTS/NOTES:

CONTACT: TARYL HOSKIN  
CELL#: 601-383-3920

Final Bill: 12 Days From 9/20/23 03:23 PM Thru 10/02/23 12:15 PM  
SOURCEWELL BASED CONTRACT 062320 URI

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



RANKIN  
1167 FLOWOOD DR  
FLOWOOD, MS 39232  
Phone: 601-932-8618  
Return Service Requested

Remit To:  
RANKIN  
PO BOX 749486  
ATLANTA, GA 30374-9486  
**Contact ar@renterg.com to remit electronically**

### 4 WEEK BILL

Customer: 115931  
CITY OF JACKSON  
P.O. BOX 17  
JACKSON, MS 39205  
  
601-960-1038

Invoice #... 109100081-0007  
Invoice date 4/29/23  
Date out... 10/28/22 11:49 AM  
Billed thru. 5/12/23  
Job Loc..... SAME  
Job No.....  
Job Ref #...  
P.O. #.....  
Ordered By.. JASON  
Terms..... Net 30 Days  
Sales Rep: STEVEN RANKIN  
Written by..

Job Site:  
CITY OF JACKSON  
P.O. BOX 17  
JACKSON, MS 39205  
  
Job Tel#: 601-960-1038

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DUMP TRUCK 6 YARD 35051	394.00	394.00	1330.00	2890.00	2890.00
Make: FORD Model: F750 6YD DUMP Ser #: 1FDNF7AN2NDF06402						

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	ENV ENVIRONMENTAL FEE	EA	115.600	115.6

Sub-total: 3005.60  
Damage waiver: 549.10  
Tax: 248.83  
Total: 3803.53

BILLED FOR FOUR WEEKS 4/14/23 THRU 5/12/23 11:49 AM

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE      CUSTOMER IS RESPONSIBLE FOR TIRE DAMAGE & REPAIR      CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS

- THIS IS A CONTRACT. The words renter, buyer, you and yours means the person who signs this contract (or are obligated under its terms). We our and dealer refer to the business named at right.
- TERMS: CASH IN ADVANCE. Established open accounts are due and payable net 10th of month, past due accounts bear late payment penalties at 1-1/2% per month.
- I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment. Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all the terms, conditions and provisions hereof. Renter acknowledges that he has received a true copy of this agreement at the time of execution thereof.

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____  
C7INVRK Terms: Payment Due Net 30 - Delinquency charges, at the maximum monthly rate allowed by law, will apply 30 days from the date of invoice.



1167 Flowood Dr.  
Flowood, MS 39232  
www.rankinrental.com  
601-932-8618 Phone  
601-932-8621 Fax

Status: Continued  
Invoice #: 100081A-9  
Invoice Date: Tue 10/18/2022  
Date Out: Fri 9/30/2022 11:49AM

Operator: Jason Rankin  
Terms: On Account

CITY OF JACKSON  
P.O. BOX 17  
JACKSON, MS 39205

Customer #: 33384  
Phone 601-960-1038  
Job Descr: cancel

Ordered By: Enter Ordered By:  
Salesman: Jason Rankin jason.rankin@rivercityrental.com

Qty	Key	Items	Items Rented	Status	Billed To	Price
1	TRKBXDMP#10	Ford F750, 6 Yard Box Dump Truck	Ford F750, 6 Yard Box D	Billed To	Fri 10/28/2022 11:49AM	\$2,200.00
		1day \$394.00 1week \$1,330.00 4weeks \$2,890.00				

*Sale*  
*water repair*  
*rust dirt*  
*to make repairs*

**BUSINESS!**

**Rental Contract**

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly, notify lessor promptly or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

The renter shall defend, indemnify and hold harmless River City Equipment Rental + Sales, Inc. from and against all claims.

Renter agrees to insure the equipment for its replacement cost value against all risks of loss or damage while in the renter's possession. Such insurance shall name River City Equipment Rental + Sales, Inc. as loss payee. Renter also agrees to procure liability insurance with a limit of liability not less than \$1,000,000 for bodily injury and property damage. Renter's liability insurance policy shall name River City Equipment Rental + Sales, Inc. as additional insured. Renter agrees to provide

Rental:	\$2,200.00
Subtotal:	\$2,200.00
Total:	\$2,200.00
Paid:	\$0.00
Amount Due:	\$2,200.00

nature:

CITY OF JACKSON

MONDAY THRU FRIDAY 7:30AM-5:00PM

Printed On Thu 11/18/2023 1:35:57PM

Software by Point-of-Rental Software www.point-of-rental.com

Modification #4  
contract.rpt (1)



1167 Flowood Dr.  
 Flowood, MS 39232  
 www.rankinrental.com  
 601-932-8618 Phone  
 601-932-8621 Fax

**Status: Continued**  
 Invoice #: 100081-9  
 Invoice Date: Fri 9/30/2022  
 Date Out: Fri 9/ 2/2022 11:49AM

Operator: Jason Rankin  
 Terms: On Account

CITY OF JACKSON  
 P.O. BOX 17  
 JACKSON, MS 39205

Customer #: 33384  
 Phone 601-960-1038

Ordered By: Enter Ordered By:

Qty	Key	Items	Items Rented	Status	Billed To	Price
1	TRKBXDMP#10	Ford F750, 6 Yard Box Dump Truck	Ford F750, 6 Yard Box D	Billed To	Fri 9/30/2022 11:48AM	\$2,200.00
1day \$394.00 1week \$1,330.00 4weeks \$2,890.00						

**THANK YOU FOR YOUR BUSINESS!**

**Rental Contract**

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly, notify lessor promptly or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

The renter shall defend, indemnify and hold harmless River City Equipment Rental + Sales, Inc. from and against all claims.

Renter agrees to insure the equipment for its replacement cost value against all risks of loss or damage while in the renter's possession. Such insurance shall name River City Equipment Rental + Sales, Inc. as loss payee. Renter also agrees to procure liability insurance with a limit of liability not less than \$1,000,000 for bodily injury and property damage. Renter's liability insurance policy shall name River City Equipment Rental + Sales, Inc. as additional insured. Renter agrees to provide

Rental:	\$2,200.00
Subtotal:	\$2,200.00
Total:	\$2,200.00
Paid:	\$0.00
Amount Due:	\$2,200.00

Signature:

CITY OF JACKSON

**HYDRA SERVICE, INC.**  
P.O. BOX 365  
WARRIOR AL 35180  
205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
167131

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson

200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions	
3/29/2023	P96	2/9/2023	120882		HSI Delivery	
Qty. Shipped	U/M	Description / Stock Number		Code	Unit Price	Amount
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED S/N: 411004 HOURS: 0.0 FLEET: 1083		2618	\$5,067.00	\$5,067.00
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED S/N: 0207082 HOURS: 0.0 FLEET: 1051		2618	\$5,067.00	\$5,067.00
1.00	EA	200 HP VFD CONTROL PANEL 480V 3PH S/N: 2018_R1 HOURS: 0.0 FLEET: 1101		2618	\$5,067.00	\$5,067.00
1.00	EA	200 HP 460V 3PH SOFT START PANEL S/N: 6832072 HOURS: 0.0 FLEET: 1010		2618	\$1,395.00	\$1,395.00
Payment/Terms: NET 30				Subtotal		\$16,596.00
Received By : x _____				7.000% Tax		
				Freight Charges		
				<b>Total Amount Due</b>		<b>\$16,596.00</b>

**HYDRA SERVICE, INC.**  
P.O. BOX 365  
WARRIOR AL 35180  
205-647-5326

# Invoice

Customer Number	100458
Invoice No.	172071

**Bill To:**  
City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson  
200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
9/25/2023	P96	3/7/2023	R21378.006	BENITA WELLS	HSI Delivery

Rental Period: 8/28/2023 through 9/25/2023

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 411004 HOURS: 0.0 FLEET: 1083 HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 0207082 HOURS: 0.0 FLEET: 1051 200HP VFD CONTROL PANEL 480V 3PH	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 2018_R1 HOURS: 0.0 FLEET: 1101 200HP 460V 3PH SOFT START PANEL S/N: 6832072 HOURS: 0.0 FLEET: 1010	2606	\$1,395.00	\$1,395.00

Payment/Terms: NET 30	Subtotal	\$16,596.00
	7.000% Tax Freight Charges	
Received By : x _____	<b>Total Amount Due</b>	<b>\$16,596.00</b>

**HYDRA SERVICE, INC.**  
P.O. BOX 365  
WARRIOR AL 35180  
205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
171354

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:**

City of Jackson  
200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions	
8/30/2023	P96	3/7/2023	R21378.005	BENITA WELLS	HSI Delivery	
Rental Period: 7/30/2023 through 8/27/2023						
Qty. Shipped	U/M	Description / Stock Number		Code	Unit Price	Amount
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED		2606	\$5,067.00	\$5,067.00
		S/N: 411004 HOURS: 0.0 FLEET: 1083				
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED		2606	\$5,067.00	\$5,067.00
		S/N: 0207082 HOURS: 0.0 FLEET: 1051				
1.00	EA	200HP VFD CONTROL PANEL 480V 3PH		2606	\$5,067.00	\$5,067.00
		S/N: 2018_R1 HOURS: 0.0 FLEET: 1101				
1.00	EA	200HP 460V 3PH SOFT START PANEL		2606	\$1,395.00	\$1,395.00
		S/N: 6832072 HOURS: 0.0 FLEET: 1010				
Payment/Terms: NET 30				Subtotal		\$16,596.00
				7.000% Tax		
				Freight Charges		
Received By : x _____				Total Amount Due		\$16,596.00



**HYDRA SERVICE, INC.**  
P.O. BOX 365  
WARRIOR AL 35180  
205-647-5326

# Invoice

Customer Number	100458
Invoice No.	170927

**Bill To:**  
City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson  
200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
8/10/2023	P96	3/7/2023	R21378.004	BENITA WELLS	HSI Delivery

Rental Period: 7/1/2023 through 7/29/2023

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 411004 HOURS: 0.0 FLEET: 1083 HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 0207082 HOURS: 0.0 FLEET: 1051 200HP VFD CONTROL PANEL 480V 3PH	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 2018_R1 HOURS: 0.0 FLEET: 1101 200HP 460V 3PH SOFT START PANEL S/N: 6832072 HOURS: 0.0 FLEET: 1010	2606	\$1,395.00	\$1,395.00
Payment/Terms: NET 30				Subtotal	\$16,596.00
Received By : x _____				7.000% Tax Freight Charges	
				<b>Total Amount Due</b>	<b>\$16,596.00</b>

**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
170844

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson

200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
8/9/2023	P96	3/7/2023	R21378.003	BENITA WELLS	HSI Delivery

Rental Period: 8/2/2023 through 6/30/2023

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 411004 HOURS: 0.0 FLEET: 1083 HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 0207082 HOURS: 0.0 FLEET: 1051 200HP VFD CONTROL PANEL 480V 3PH	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 2018_R1 HOURS: 0.0 FLEET: 1101 200HP 460V 3PH SOFT START PANEL	2606	\$1,395.00	\$1,395.00
S/N: 6832072 HOURS: 0.0 FLEET: 1010					
Payment/Terms: NET 30				Subtotal	\$16,596.00
Received By : x _____				7.000% Tax Freight Charges	
				<b>Total Amount Due</b>	<b>\$16,596.00</b>

**HYDRA SERVICE, INC.**  
 P.O. BOX 365  
 WARRIOR AL 35180  
 205-647-5326

**Invoice**

Customer Number	100458
Invoice No.	170771

**Bill To:**

City of Jackson (PWD Sewer Maint)  
 ATTN: ACCOUNTS PAYABLE  
 PO BOX 17  
 JACKSON MS 39205

**Ship To:**

City of Jackson  
 200 S President Street  
 Suite 608  
 Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
8/7/2023	P96	3/7/2023	R21378.002	BENITA WELLS	HSI Delivery

Rental Period: 5/4/2023 through 6/1/2023

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 411004 HOURS: 0.0 FLEET: 1083 HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 0207082 HOURS: 0.0 FLEET: 1051 200HP VFD CONTROL PANEL 480V 3PH	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 2018_R1 HOURS: 0.0 FLEET: 1101 200HP 460V 3PH SOFT START PANEL	2606	\$1,395.00	\$1,395.00
		S/N: 6832072 HOURS: 0.0 FLEET: 1010			

Payment/Terms: NET 30	Subtotal	\$16,596.00
Received By : x _____	7.000% Tax Freight Charges	
	<b>Total Amount Due</b>	<b>\$16,596.00</b>

**HYDRA SERVICE, INC.**  
P.O. BOX 365  
WARRIOR AL 35180  
205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
170745

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:**

City of Jackson  
200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
8/4/2023	P96	3/7/2023	R21378.001	BENITA WELLS	HSI Delivery

Rental Period: 4/5/2023 through 5/3/2023

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED S/N: 411004 HOURS: 0.0 FLEET: 1083	2606	\$5,067.00	\$5,067.00
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED S/N: 0207082 HOURS: 0.0 FLEET: 1051	2606	\$5,067.00	\$5,067.00
1.00	EA	200HP VFD CONTROL PANEL 480V 3PH S/N: 2018_R1 HOURS: 0.0 FLEET: 1101	2606	\$5,067.00	\$5,067.00
1.00	EA	200HP 460V 3PH SOFT START PANEL S/N: 6832072 HOURS: 0.0 FLEET: 1010	2606	\$1,395.00	\$1,395.00

Payment/Terms: NET 30	Subtotal	\$16,596.00
Received By : x _____	7.000% Tax Freight Charges	
	<b>Total Amount Due</b>	<b>\$16,596.00</b>

**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
170474

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson

200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
7/31/2023	P96	3/7/2023	R21378	BENITA WELLS	HSI Delivery

Rental Period: 3/7/2023 through 4/4/2023

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 411004 HOURS: 0.0 FLEET: 1083 HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 0207082 HOURS: 0.0 FLEET: 1051 200HP VFD CONTROL PANEL 480V 3PH	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 2018_R1 HOURS: 0.0 FLEET: 1101 200HP 460V 3PH SOFT START PANEL S/N: 6832072 HOURS: 0.0 FLEET: 1010	2606	\$1,395.00	\$1,395.00

Payment/Terms: NET 30	Subtotal	\$16,596.00
Received By : x _____	7.000% Tax Freight Charges	
	<b>Total Amount Due</b>	<b>\$16,596.00</b>

**HYDRA SERVICE, INC.**  
P.O. BOX 365  
WARRIOR AL 35180  
205-647-5326

**Invoice**

Customer Number	100458
Invoice No.	166878

**Bill To:**  
City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson  
200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
3/17/2023	P96	3/7/2023	121391		HSI Delivery

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		INVOICE REF. 100MGD RENTAL R20829 / INVOICE# 165878. ADDED PANELS TO RENTAL.			
1.00	EA	HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 411004 HOURS:0.0 FLEET: 1083 HSI 100HP VFD CONTROL PANEL STAND MOUNTED	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 0207082 HOURS:0.0 FLEET: 1051 20HP VFD CONTROL PANEL 480V 3PH	2606	\$5,067.00	\$5,067.00
1.00	EA	S/N: 2018_R1 HOURS:0.0 FLEET: 1101 200HP 460V 3PH SOFT START PANEL S/N: 6832072 HOURS:0.0 FLEET: 1010	2606	\$1,395.00	\$1,395.00

Payment/Terms: NET 30

Subtotal	\$16,596.00
7.000% Tax Freight Charges	
<b>Total Amount Due</b>	<b>\$16,596.00</b>

Received By : x _____

**HYDRA SERVICE, INC.**  
P.O. BOX 365  
WARRIOR AL 35180  
205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
854001

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson

200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
1/22/2023	P93				
Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		Late Fees 1.5% over 30 days			\$10,573.80
Payment/Terms: NET 30				Subtotal	\$10,573.80
Received By : x _____				7.000% Tax Freight Charges	
				<b>Total Amount Due</b>	<b>\$10,573.80</b>

**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
173292

**Bill To:**

City of Jackson  
ATTN: ACCOUNTS PAYABLE  
PQ BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson

200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
11/8/2023	P96	8/27/2020	R19178.042	T. HOSKIN	HSI Delivery

Rental Period: 10/23/2023 through 11/6/2023

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	RENTAL RETURN GODWIN DRI PRIME CD100M, TRAILER MOUNTED, DIESEL DRIVEN 4" PUMP S/N: 18647650/02 HOURS: 1050.8 FLEET: 564	2606	\$1,001.00	\$1,001.00
1.00	EA	RETURN HOURS: 18737.6 4" X 20' SUCTION HOSE W/ BAUER FITTINGS	2618	\$105.00	\$105.00
2.00	EA	4" X 50' DISCHARGE HOSE W/ BAUER FITTINGS	2618	\$98.00	\$196.00
1.00	EA	AUTOMATIC PRIME GUARD FLOAT SWITCHES SERVICE TECH: GLENN HOPPER	2618	\$117.00	\$117.00
		PUMP CHANGED LOCATION FROM REDDOCH DRIVE TO PINE HILL DRIVE BEHIND PIGGLY WIGGLY ON MEADOWBROOK.			
		04.28.2023- PUMP CHANGED LOCATION FROM QUEEN VICTORIA TO MILL STREET.			
60.00	EA	J-Rental-Return MILEAGE / TRUCK# 623 *CUSTOMER REQUEST 6" PUMP, OFF RENTING AND ADDING NEW RENTAL UNDER JXN WATER* SERVICE TECH: GLENN HOPPER DATE:11.06.2023	2610	\$1.50	\$90.00

Payment/Terms: NET 30	Subtotal	\$1,509.00
	7.000% Tax Freight Charges	
Received By : x _____	<b>Total Amount Due</b>	<b>\$1,509.00</b>



**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
173471

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:**

City of Jackson  
200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
11/10/2023	P93	11/6/2023	125992	MILL ST.	HSI Delivery

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		MILL STREET RENTAL PARTS REPLACEMENT			
		MISSING FROM RENTAL RETURN ON MILL STREET RENTAL R21513 AND R19178			
1.00	EA	4 X 20 KBF HOSE SUCTION 4" KANAFLEX W/BF	2502	\$300.00	\$300.00
2.00	EA	4 X 50 BF HOSE DISCHARGE 4" W/BAUER	2502	\$420.00	\$840.00
1.00	EA	CAPGMA005 FLOAT 2 ASSY -PRIMEGUARD CON	2502	\$601.00	\$601.00

Payment/Terms: NET 30	Subtotal	\$1,741.00
	7.000% Tax Freight Charges	
	<b>Total Amount Due</b>	<b>\$1,741.00</b>

Received By : x _____

**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
173293

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:**

City of Jackson  
200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
11/8/2023	P96	4/30/2023	R21513.006	T HOSKIN	CPU

Rental Period: 10/18/2023 through 11/6/2023

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		RENTAL RETURN T HOSKIN MILL ST. ADDED TO EXISTING RENTAL FOR MILL ST. R19178			
1.00	EA	4" X 20' SUCTION HOSE W/ BAUER FITTINGS	2618	\$135.00	\$135.00
1.00	EA	4" BAUER STRAINER	2618		\$0.00
1.00	EA	4" SOCKET X FLANGE BAUER FITTING	2618	\$39.00	\$39.00

Payment/Terms: NET 30

Subtotal	\$174.00
7.000% Tax Freight Charges	
<b>Total Amount Due</b>	<b>\$174.00</b>

Received By : x _____

**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
169964

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson

200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
7/12/2023	P93	6/23/2023	123503	23001541	HSI Delivery

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		SERVICE CALL @ MILL STREET			
		CUSTOMER CALLED SAYING PUMP KEEPS SHUTTING DOWN.			
		FLEET# 564			
		HOURS: 14440.6			
		S/N#: 18647650/02			
2.75	EA	PUMP NEEDED 250 HOUR SERVICE	2108	\$125.00	\$343.75
		* PUMP WAS 530 HOURS PAST DUE FOR SERVICE*			
1.00	EA	M806418 FILTER, OIL	2502	\$14.00	\$14.00
1.00	EA	BF 7552 FILTER, FUEL, BF 755L	2502	\$19.73	\$19.73
2.00	GAL	ROTELLA OIL, ENGINE, 15W40	2502	\$22.00	\$44.00
1.00	EA	4FLA8 GAUGE, VAC LIQUID FILLED	2502		\$0.00
60.00	MI	J-Service-Mileage - truck # 623	2109	\$1.50	\$90.00
		SERVICE TECH: JT 06.23.2023			

Payment/Terms: NET 30

Subtotal \$511.48

7.000% Tax  
Freight Charges

**Total Amount Due \$511.48**

Received By : x _____

**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number
100458
Invoice No.
171882

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:**

City of Jackson  
200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
9/14/2023	P93	8/16/2023	124498	23001749	HSI Delivery

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		MAINTENANCE ON RENTAL FLEET@ MILL ST. FLEET# 564 HOURS: 15644.2 CUSTOMER CALLED SAYING PUMP WOULD ONLY RUN AT IDLE.			
2.75	EA	PUMP WAS RUNNING HOT, WAS ALSO 800 HOURS PAST DUE FOR A SERVICE. -BLEW OUT RADIATOR WITH AIR HOSE & CHANGED AIR FILTERS, WITH SERVICE PUMP IS NOT RUNNING HOT, ISSUES FIXED.	2108	\$135.00	\$371.25
1.00	EA	M806418 FILTER, OIL	2502	\$12.86	\$12.86
1.00	EA	BF 7552 FILTER, FUEL, BF 755L	2502	\$19.73	\$19.73
1.00	EA	PA 2826 FILTER, AIR, CD150	2502	\$75.29	\$75.29
3.50	GAL	ROTELLA OIL, ENGINE, 15W40	2502	\$22.00	\$77.00
50.00	MI	J-Service-Mileage - truck # 610 SERVICE TECH: GLENN HOPPER 08.15.2023	2109	\$1.50	\$75.00

Payment/Terms: NET 30

Subtotal \$631.13

7.000% Tax  
Freight Charges

Total Amount Due \$631.13

Received By : x _____

**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number	100458
Invoice No.	171953

**Bill To:**

City of Jackson (PWD Sewer Maint)  
ATTN: ACCOUNTS PAYABLE  
PO BOX 17  
JACKSON MS 39205

**Ship To:** City of Jackson

200 S President Street  
Suite 608  
Jackson MS 39202

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
9/19/2023	P93	8/23/2023	124656	23001766	HSI Delivery

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		MAINTENANCE CALL ON RENTAL FLEET			
		FLEET# 564			
		HOURS: 15807.7			
		S/N: 18647650/02			
		CUSTOMER CALLED SAYING COMPRESSOR BELT WAS BROKE.			
1.17	EA	ARRIVED ON SITE, BELT BROKEN DUE TO RAGS BEING JAMMED IN THE IMPELLER. REPLACED BELT PUMP BACK PUMPING.	2108	\$135.00	\$157.95
1.00	EA	390H150 BELT, COMPRESSOR CD150M	2502	\$68.13	\$68.13
60.00	MI	J-Service-Mileage - truck # 349	2109	\$1.50	\$90.00
		SERVICE TECH: TONY G. 08.22.2023			
Payment/Terms: NET 30				Subtotal	\$316.08
Received By : x				7.000% Tax Freight Charges	
				<b>Total Amount Due</b>	<b>\$316.08</b>

Hewlett-Packard Financial Services Company  
200 Connall Drive  
Suite 5000  
Berkeley Heights, NJ 07922

For Customer Service Call: 1-888-254-0006

Agent Id: PSRMS

Page 1 of 1

**Bill To:**

Jackson, City of  
Attention: Ruth Windham  
200 South President Street 4th Floor  
Suite 424-Engineering Division  
Jackson, MS 39201

**Messages**

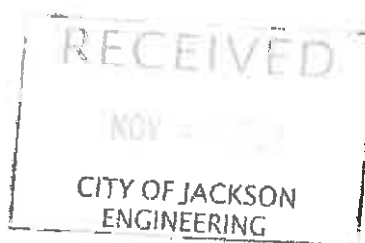
Comcast Capital - USAMISC_GEN - 8192

**Late Payment Fee**

Late payment fee for invoice no. 510492182 charged for the period of 7/19/2023 - 11/19/2023 at a rate of 18.00 % p.a

**Current Charges Due UPON RECEIPT**

**\$10.09**



To ensure proper credit, please return this portion with your payment payable to Hewlett-Packard Financial Services Company

**Pay this amount: \$10.09**

Payments received after due dates  
will be subject to late charges

Customer #: 5428221309  
Customer Name: Jackson, City of  
Invoice Control #: 510771240  
Invoice Type: Late Payment Fee  
Invoice Due: UPON RECEIPT  
Agent ID: PSRMS

**Remit To:**  
Hewlett-Packard Financial Services Co.  
P.O. Box 402582  
Atlanta, GA 30384-2582

If the amount being paid is less than the amount due please send an email to [danielle.thijani@hpe.com](mailto:danielle.thijani@hpe.com) explaining the change and how the payment is to be applied.

Hewlett-Packard Financial Services Company  
200 Connell Drive  
Suite 5000  
Berkeley Heights, NJ 07922

For Customer Service Call: 1-888-254-0006

Agent Id: PSRMS

Page 1 of 1

**Bill To:**

Jackson, City of  
Attention: Ruth Windham  
200 South President Street 4th Floor  
Suite 424-Engineering Division  
Jackson, MS 39201

Messages

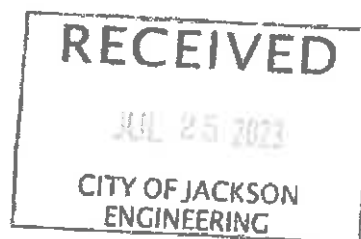
Compaq Capital - USANBC_GEN - 8/8/02

**Late Payment Fee**

Late payment fee for invoice no. 510492182 charged for the period of 3/18/2023 - 7/18/2023 at a rate of 18.00 % p.a

Current Charges Due UPON RECEIPT

\$10.01



To ensure proper credit, please return this portion with your payment payable to Hewlett-Packard Financial Services Company

Pay this amount: \$10.01

Payments received after due dates  
will be subject to late charges

Customer #: 5428221309  
Customer Name: Jackson, City of  
Invoice Control #: 510666776  
Invoice Type: Late Payment Fee  
Invoice Due: UPON RECEIPT  
Agent ID: PSRMS

Remit To:  
Hewlett-Packard Financial Services Co.  
P.O. Box 402582  
Atlanta, GA 30384-2582

If the amount being paid is less than the amount due please send an email to [danielle.thljani@hpe.com](mailto:danielle.thljani@hpe.com) explaining the change and how the payment is to be applied.

Hewlett-Packard Financial Services Company  
200 Connell Drive  
Suite 5000  
Berkeley Heights, NJ 07922

APPROVED

APR 17 2023

IT F JACKSON  
1:11:15

For Customer Service Call: 1-888-254-0006

Agent Id: PSRMS

Page 1 of 2

**Bill To:**

Jackson, City of  
Attention: Ruth Windham  
200 South President Street 4th Floor  
Suite 424-Engineering Division  
Jackson, MS 39201

Messages

Compu Capital - USAMISC_PPT - SUM2

**Property Tax**

Description

Amount

Personal Property Tax for Leased Equipment

\$162.80

Current Charges Due UPON RECEIPT

Sales Tax

\$0.00

Total

\$162.80

To ensure proper credit, please return this portion with your payment payable to  
Hewlett-Packard Financial Services Company

Pay this amount: **\$162.80**

Payments received after due dates  
will be subject to late charges

Customer #: 5428221309  
Customer Name: Jackson, City of  
Invoice Control #: 510492182  
Invoice Type: Property Tax  
Invoice Due: UPON RECEIPT  
Agent ID: PSRMS

**Remit To:**

Hewlett-Packard Financial Services Co.  
P.O. Box 402582  
Atlanta, GA 30384-2582

If the amount being paid is less than the amount due please send an  
email to [danielle.thljani@hpe.com](mailto:danielle.thljani@hpe.com) explaining the change and how  
the payment is to be applied.





# Fisher Brown Bottrell Insurance, Inc.

P.O. Box 22505  
Jackson, MS 39225-2505  
Phone: (601) 960-8200  
Fax: (601) 208-7484  
Email:

Invoice # 109466	Page 1 of 1
Account Number	Date
JACKSON-01	7/20/2022
BALANCE DUE DATE	
8/19/2022	
AMOUNT PAID	Amount Due
	\$6,725.00

**City of Jackson**  
**Attention Public Works 4th floor**  
**PO Box 17**  
**Jackson, MS 39205**

Miscellaneous Surety	PolicyNumber: 107283838	Effective: 8/19/2022 to 8/19/2023
	Producer: Brian Johnson, CWCJ	Account Manager: Stephanie Stead

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
104733	8/19/2022	8/19/2022	RENB	Renewal of MSUR Effective 8/19/2022	\$6,725.00
Renewal of \$500,000.- MDOT Right-Way bond for I-55 and Lakeland Dr. bore under the hwy STA. 13+63+(Existing 30' Sewer Main) for the 2022/2023 term.					
<b>Total Invoice Balance:</b>					<b>\$6,725.00</b>

**Payment due upon receipt of invoice. Make payable to Fisher Brown Bottrell Insurance.**

**Please return payment to:**  
**Fisher Brown Bottrell Insurance, Inc.**  
**Post Office Box 22505**  
**Jackson, MS 39225-2505**

*To pay by credit card, please visit our website at [www.trustmark.com/fubi.html](http://www.trustmark.com/fubi.html), select "Client Resources" and "Pay Premium".  
A 3% service fee will be assessed at processing for Visa, Mastercard & Discover. A 3.5% fee will be assessed on Amex.*

# Fisher Brown Bottrell Insurance, Inc.

P.O. Box 22505  
Jackson, MS 39225-2505  
Phone: (601) 980-8200  
Fax: (601) 208-7484  
Email:

Invoice # 113508	Page 1 of 1
Account Number	Date
JACKSON-01	11/21/2022
BALANCE DUE ON	
12/11/2022	
AMOUNT DUE	Amount Due
	\$269.00

**City of Jackson**  
**Attention Public Works 4th floor**  
**PO Box 17**  
**Jackson, MS 39205**

Miscellaneous Surety	Policy Number: 107328652	Effective: 12/11/2022 to 12/11/2023
	Producer: Brian Johnson, CWCU	Account Manager: Stephanie Stead

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
108533	12/11/2022	12/11/2022	RENB	Right of Way Bond	\$269.00
\$20,000.-- Right-Away bond for MDOT in Hinds County Open Cut to Hwy 80					

**Total Invoice Balance: \$269.00**

Thank you, Angela Bullie. Invoiced by Braxton Brumfield

**Payment due upon receipt of invoice. Make payable to Fisher Brown Bottrell Insurance.**

**Please return payment to:**  
**Fisher Brown Bottrell Insurance, Inc.**  
**Post Office Box 22505**  
**Jackson, MS 39225-2505**

*To pay by credit card, please visit our website at [www.trustmark.com/fbi.html](http://www.trustmark.com/fbi.html), select "Client Resources" and "Pay Premium".  
A 3% service fee will be assessed at processing for Visa, Mastercard & Discover. A 3.5% fee will be assessed on Amex.*

**Fisher Brown Bottrell Insurance, Inc.**

P.O. Box 22505  
 Jackson, MS 39225-2505  
 Phone: (601) 960-8200  
 Fax: (601) 208-7484  
 Email:

Invoice # 108563	Page 1 of 1
Account Number	JACKSON-01
JACKSON-01	6/30/2022
BALANCE DUE ON	7/16/2022
AMOUNT PAID	Amount Due
	\$673.00

**City of Jackson**  
**Attention Public Works 4th floor**  
**PO Box 17**  
**Jackson, MS 39205**

Licenses & Permits	Policy Number: 107098778	Effective: 7/16/2022 to 7/16/2023
	Producer: Brian Johnson, CWCU	Account Manager: Stephanie Stead

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
103881	7/16/2022	7/16/2022	RENB	Renewal of L&P Bond Effective 7/16/2022	\$673.00
\$50,000.- Right Away Bond for the MDOT for Hinds -8" and 18" PVC Sanitary Sewers along the frontage road of Hwy. 80 and a 30" steel casing jack and bore under Hwy. 80.					
<b>Total Invoice Balance:</b>					<b>\$673.00</b>

**Payment due upon receipt of invoice. Make payable to Fisher Brown Bottrell Insurance.**

**Please return payment to:**  
**Fisher Brown Bottrell Insurance, Inc.**  
**Post Office Box 22505**  
**Jackson, MS 39225-2505**

*To pay by credit card, please visit our website at [www.trustmark.com/fbi.html](http://www.trustmark.com/fbi.html), select "Client Resources" and "Pay Premium".  
 A 3% service fee will be assessed at processing for Visa, Mastercard & Discover. A 3.5% fee will be assessed on Amex.*

# Fisher Brown Bottrell Insurance, Inc.

P.O. Box 22505  
 Jackson, MS 39225-2505  
 Phone: (601) 960-8200  
 Fax: (601) 208-7484  
 Email:

Invoice # 120149	Page 1 of 1
JACKSON-01	5/5/2023
AMOUNT DUE ON	7/16/2023
AMOUNT PAID	\$690.00

**City of Jackson**  
**Attention Public Works 4th floor**  
**PO Box 17**  
**Jackson, MS 39205**

License & Permit	Policy Number: 107098778	Effective: 7/16/2023 to 7/16/2024
	Producer: Brian Johnson, CWCU	Account Manager: Stephanie Steed

Item #	Trans. Eff. Date	Due Date	Code	Description	Amount
113691	7/16/2023	7/16/2023	RENB	Right of Way	\$690.00
\$50,000.-- Right Away Bond for the MDOT for Hinds -8" and 18" PVC Sanitary Sewers along the frontage road of Hwy. 80 and a 30" steel casing jack and bore under Hwy. 80					
<b>Total Invoice Balance:</b>					<b>\$690.00</b>

Thank you, Bradon Brumfield

**Payment due upon receipt of invoice. Make payable to Fisher Brown Bottrell Insurance.**

**Please return payment to:**  
**Fisher Brown Bottrell Insurance, Inc.**  
**Post Office Box 22505**  
**Jackson, MS 39225-2505**

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 A 3% service fee will be assessed at processing for Visa, Mastercard & Discover. A 3.5% fee will be assessed on Amex.*

# Fisher Brown Bottrell Insurance, Inc.

P.O. Box 22505  
 Jackson, MS 39225-2505  
 Phone: (601) 960-8200  
 Fax: (601) 208-7484  
 Email:

Invoice # 113501	Page 1 of 1
Account Number JACKSON-01	Date 11/21/2022
START DATE 12/11/2022	
AMOUNT PAID	Amount Due \$538.00

**City of Jackson**  
**Attention Public Works 4th floor**  
**PO Box 17**  
**Jackson, MS 39205**

Miscellaneous Surety	Policy Number: 107326883	Effective: 12/11/2022 to 12/11/2023
	Producer: Brian Johnson, CWCU	Account Manager: Stephanie Stead

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
108530	12/11/2022	12/11/2022	RENB	Right of Way Bond \$40,000.-- Right- Away bond for the MDOT for Open cut of I -20 in Hinds Co.	\$538.00

**Total Invoice Balance: \$538.00**

Thank you, Angela Bullie. Invoiced by Braxton Brumfield

**Payment due upon receipt of invoice. Make payable to Fisher Brown Bottrell Insurance.**

**Please return payment to:**  
**Fisher Brown Bottrell Insurance, Inc.**  
**Post Office Box 22505**  
**Jackson, MS 39225-2505**

*To pay by credit card, please visit our website at [www.trustmark.com/fbi.html](http://www.trustmark.com/fbi.html), select "Client Resources" and "Pay Premium".  
 A 3% service fee will be assessed at processing for Visa, Mastercard & Discover. A 3.5% fee will be assessed on Amex.*

# Fisher Brown Bottrell Insurance, Inc.

P.O. Box 22505  
 Jackson, MS 39225-2505  
 Phone: (601) 960-8200  
 Fax: (601) 208-7484  
 Email:

Invoice #	123025	Page	1 of 1
Account Number	JACKSON-01	Date	7/17/2023
Invoice Date	8/19/2023		
Amount Due		Amount Due	\$6,900.00

**City of Jackson**  
**Attention Public Works 4th floor**  
**PO Box 17**  
**Jackson, MS 39205**

Miscellaneous Surety      Policy Number: 107293838      Effective: 8/19/2023 to 8/19/2024  
 Producer: Brian Johnson, CWCU      Account Manager: Stephanie Steed

Item #	Trans. Eff. Date	Due Date	Type	Description	Amount
115863	8/19/2023	8/19/2023	RENB	Right of Way Bond	\$6,900.00
\$500,000.— MDOT Right-Way bond for I-55 and Lakeland Dr. bore under the hwy STA. 13+63+(Existing 30' Sewer Mai					
<b>Total Invoice Balance:</b>					<b>\$6,900.00</b>

Thank You, Audrey Edwards

**Payment due upon receipt of invoice. Make payable to Fisher Brown Bottrell Insurance.**  
**Please return payment to:**  
**Fisher Brown Bottrell Insurance, Inc.**  
**Post Office Box 22505**  
**Jackson, MS 39225-2505**

*To pay by credit card, please visit our website at [www.trustmark.com/fbbi.html](http://www.trustmark.com/fbbi.html), select "Client Resources" and "Pay Premium".  
 A 3% service fee will be assessed at processing for Visa, Mastercard & Discover. A 3.5% fee will be assessed on Amex.*

# Fisher Brown Bottrell Insurance, Inc.

P.O. Box 22505  
 Jackson, MS 39225-2505  
 Phone: (601) 960-8200  
 Fax: (601) 208-7484  
 Email:

<b>Invoice #</b> 123023	Page 1 of 1
Account Number JACKSON-01	Date 7/17/2023
BALANCE DUE ON 8/19/2023	
AMOUNT PAID	\$6,900.00

**City of Jackson**  
**Attention Public Works 4th floor**  
**PO Box 17**  
**Jackson, MS 39205**

Miscellaneous Surety

Policy Number: 187293839

Effective:

8/19/2023 to 8/19/2024

Producer: Brian Johnson, CWCU

Account Manager:

Stephanie Stead

Item #	Transmittal Date	Due Date	Type	Description	Amount
115861	8/19/2023	8/19/2023	RENB	Right of Way Bond	\$6,900.00
\$500,000.-- MDOT Right-Way bond for I-55 and Lakeland Dr. bore under the hwy STA. 13+63+(Existing 30' Sewer Main)					

**Total Invoice Balance:**

**\$6,900.00**

Thank You, Audrey Edwards

**Payment due upon receipt of invoice. Make payable to Fisher Brown Bottrell Insurance.**

**Please return payment to:**

**Fisher Brown Bottrell Insurance, Inc.**

**Post Office Box 22505**

**Jackson, MS 39225-2505**

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48



**ORDER AUTHORIZING THE MAYOR TO EXECUTE  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE 48 INCH  
WATER LINE PROJECT**

OFFICE OF THE CITY ATTORNEY  
3/23/24  
3/23/24

**WHEREAS**, the City of Jackson selected Neel-Schaffer, Inc. to perform necessary construction engineering and inspection services for the 48 Inch Water Line Project from Interstate 20 to Jefferson Street; and

**WHEREAS**, Neel-Schaffer, Inc. provided a cost estimate of \$92,000.00 to provide construction engineering and inspection services for the project, which includes, but is not limited to, general administration of the construction contract, providing inspection of the work as it progresses, review and approval of shop drawings, review and approval of pay applications, review and approval of final construction drawings, and final acceptance of the work; and

**WHEREAS**, the construction engineering and inspection services also includes the requirements contained in the CN railroad crossing permit issued to the City of Jackson to allow construction of the water line by boring beneath a railroad line.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc. for the 48 inch Water Line Project from Interstate 20 to Jefferson Street for an amount not to exceed \$92,000.00.

Item#: 48

Agenda: April 9, 2024

By: Wright, Lumumba

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

**March 4, 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, Inc. for the 48 Inch Water Line 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	6, 7
3.	<b>Who will be affected</b>	Jackson Water Customers
4.	<b>Benefits</b>	Provide CE&I services for an ARPA funded water line project
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>	Generally from Interstate 20 near State Street north to Jefferson St at Silas Brown Street (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>	Not to exceed \$92,000.00
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 391 ARPA Funds
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 *LW*  
Chief Administrative Officer  
**Date:** March 4, 2024  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction engineering and inspection (CE&I) services contract with Neel-Schaffer, Inc. for the 48 Inch Water Line Project.

The City of Jackson approved a construction contract with Utility Constructors, Inc. in spring 2022 to construct a new 48 Inch Water Line as part of the long rang plan to build a transmission line from O.B. Curtis to a selected connection point on the east side of South Jackson. After JXN Water took over water system operations, the City and JXN Water determined it was best for the City to see the project to completion with technical input from JXN Water. The City and JXN Water also determined that based on MCWI regulations that were enacted after the ongoing project was put forth as part of an MCWI ARPA grant application in the fall of 2023, the project would not be able to be counted toward a 50/50 match.

The City selected Neel-Schaffer for the necessary CE&I work prior to the start of construction. However, the City recently discovered that the CE&I contract had not been submitted to Council for approval although Neel-Schaffer has to date performed the CE&I services specified in the contract. The amount of the CE&I engineering services contract will not exceed \$92,000.00.

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 39209-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/2/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE 48 INCH WATER LINE PROJECT is legally sufficient for placement in NOVUS Agenda.

  
_____  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

4/2/24  
_____  
DATE

**AGREEMENT FOR CONSTRUCTION ENGINEERING & INSPECTION  
FOR  
48" TRANSMISSION MAIN  
CITY PROJECT 17B0103.901  
BY AND BETWEEN THE  
CITY OF JACKSON, MS  
AND  
NEEL-SCHAFFER, INC.**

This AGREEMENT made this _____ day of _____ 2024, by and between the City of Jackson, MS, hereafter called "OWNER", and Neel-Schaffer, Inc. hereafter called the "ENGINEER".

**I. DESCRIPTION OF BASIC SERVICES:**

OWNER intends to engage the ENGINEER to provide professional engineering services for Design and Construction Engineering and Inspection of 48" Transmission Main additional connection sites. A description of the project is described in Exhibit A – Project Description.

**CONSTRUCTION SERVICES:** Construction Engineering Services will begin when the contractor starts construction on the additional connection sites and consist of the items of work outlined in Exhibit B - Construction Phase Service.

**PAYMENT FOR SERVICES**

Compensation for professional services shall be in accordance with Exhibit D – Payments to Engineer.

**II. TERMS AND ACCEPTANCE**

This AGREEMENT shall remain in effect until completion of project closeout. This AGREEMENT, along with the below listed exhibits represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Exhibit A – Project Description

Exhibit B – Construction Phase Services

Exhibit C – Project Schedule

Exhibit D – Payments to Engineer

Exhibit E – General Terms and Conditions Professional Services



IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CITY OF JACKSON

NEEL-SCHAFFER, INC.

BY: _____

BY: [Signature]

TITLE: _____

TITLE: W/WW Division Manager

DATE: _____

DATE: 2/2/2024

DRAFT

EXHIBIT A

**PROJECT DESCRIPTION**

**48" Transmission Main**

This project consists of producing construction plans for the addition of six connections to the existing 48" transmission main and construction phase fee for the additional six connections work added to the construction contract. The six connection points are located at: 1) Belhaven Creek (connection to 24" water main), 2) Monroe Street and Harding Street (connection to 6" water line), 3) High Street (connection to 12" water main), 4) Amite Street and Jefferson Street, 5) Pearl Street and Jefferson Street (connection to 12" water main), and 6) Rankin Street (connection to 16" water main).

DRAFT

EXHIBIT B

**CONSTRUCTION PHASE SERVICES**

**1 CONSTRUCTION PHASE**

General Administration of Construction Contract.

1.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.2 The **ENGINEER** shall perform detailed design and prepare construction drawings for **OWNER** requested work.

1.3 Visits to Site and Observation of Construction.

1.3.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.3.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.3.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to

**EXHIBIT B**

**CONSTRUCTION PHASE SERVICES**

the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.

1.3.4 Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.3.5 Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

1.3.6 Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.3.7 Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.3.7.1 The ENGINEER shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER'S recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.3.7.2 By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor's work for the purposes of recommending payments will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or

EXHIBIT B

**CONSTRUCTION PHASE SERVICES**

for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

- 1.3.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- 1.3.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER** the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.
- 1.3.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 1.3.11 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 1.3.12 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct progress meetings, as needed, with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.
- 1.3.13 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.
- 1.3.14 Project Closeout. Project closeout shall consist of submission of record documents to the **OWNER**.

## EXHIBIT B

### CONSTRUCTION PHASE SERVICES

#### 2 RESIDENT PROJECT REPRESENTATIVE

- 2.1 The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in observing progress and quality of the work of the Contractor.
- 2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the ENGINEER responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.3 The duties and responsibilities of the RPR are limited to those of the ENGINEER in his agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:
- 2.3.1 General Duties: RPR is the OWNER'S agent at the site and will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and Contractor keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.
- 2.3.2 Specific Duties and Responsibilities of RPR
- 2.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the ENGINEER concerning acceptability.
- 2.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
- 2.3.2.3 Liaison. Serve as the ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with Contractor when Contractor's operations affect OWNER'S on-site operations.
- 2.3.2.4 Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
- 2.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 2.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the ENGINEER of availability of samples for examination.

## EXHIBIT B

### CONSTRUCTION PHASE SERVICES

- 2.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.
- 2.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.
- 2.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 2.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 2.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 2.3.2.7 Interpretation of Contract Documents: Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- 2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
- 2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

## EXHIBIT B

### CONSTRUCTION PHASE SERVICES

- 2.3.2.9.3 Reports: Furnish the ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- 2.3.2.10 Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
- 2.3.2.11 Draft and recommend to the ENGINEER proposed Change Orders, obtaining backup material from Contractor.
- 2.3.2.12 Report immediately to the ENGINEER and OWNER the occurrence of any accident.
- 2.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to the ENGINEER for review and forwarding to OWNER prior to final payment for the work.
- 2.3.2.15 Completion: Before the ENGINEER certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 2.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 2.3.2.17 Conduct a final inspection in the company of the ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- 2.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.
- 2.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the ENGINEER.
- 2.4.1 Shall not exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents and this Agreement.
- 2.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.



**EXHIBIT B**

**CONSTRUCTION PHASE SERVICES**

- 2.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 2.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- 2.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 2.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
- 2.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

DRAFT

EXHIBIT C

**PROJECT SCHEDULE**

The time periods for performance of services are anticipated to be as indicated below:

- 1.1 Construction Phase services will begin when the Contractor begins construction on the six additional connection sites and will extend for a period of time including the Contractor's time for performance and an additional 30 days to prepare and process completion documents and record drawings.

DRAFT

EXHIBIT D

**PAYMENTS TO ENGINEER**

1. **BASIC SERVICES:**

Owner will pay **ENGINEER** monthly for Basic Services in the following amounts:

1.1. **CONSTRUCTION PHASE SERVICES:**

Payment for these services shall be Lump Sum fee of:

1.1.1. Construction Administration

\$92,000.00

2. **ADDITIONAL SERVICES:** **OWNER** shall pay **ENGINEER** for Additional Services rendered under Section 23 of Exhibit E - General Terms and Conditions on an hourly basis per the **ENGINEER**'s Hourly Rate Schedule for the year the services are rendered plus Reimbursable Expenses.

**EXHIBIT E**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party

6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

**Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

**EXHIBIT E**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
  - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
  - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

**EXHIBIT E**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments, then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement presents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

**EXHIBIT E  
GENERAL TERMS AND CONDITIONS  
PROFESSIONAL SERVICES**

other services, projects, agreements or dealings between them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **Professional Services in Florida.** In the event any professional services are provided within the state of Florida, it is expressly agreed by the parties that an individual design professional who is an agent or employee of consultant may not be held personally or individually liable for any damages resulting from negligence arising out of consultant's performance of this agreement, as provided in Florida statutes section 558.0035, as amended.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN  
ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC. FOR  
THE SMALLWOOD STREET AND ALYCE STREET BRIDGE  
REPLACEMENT PROJECT**

OFFICE OF THE CITY ATTORNEY  
3/29/24

**WHEREAS**, the City of Jackson selected CivilTech, Inc. to provide necessary engineering services to design replacement bridges on Smallwood Street and on Alyce Street; and

**WHEREAS**, CivilTech, Inc. has provided a cost estimate of \$168,000.00 to provide conceptual design and environmental documents, preliminary engineering and right-of-way, final contract plans, and advertising and bidding for the project; and

**WHEREAS**, the construction engineering and inspection services will be determined following the final contract documents and will be an additional cost that will be added by an amendment to the engineering services agreement.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute an engineering services agreement using the City standard form agreement with CivilTech, Inc. for the Smallwood Street and Alyce Street Bridge Replacement Project for an amount not to exceed \$168,000.00.

Item#: 49

Agenda: April 9, 2024

By: Wright, Lumumba

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

**March 15, 2024**  
DATE


<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute an agreement with CivilTech, Inc. for the Smallwood Street and Alyce Street Bridge Replacement 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	6, 7
3.	<b>Who will be affected</b>	Motorists on Smallwood St and on Alyce St
4.	<b>Benefits</b>	Design work for two replacement bridges
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>	Smallwood St and Alyce St (Ward 4)
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>	Not to exceed \$168,000.00
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 Funds (173 45190 6823)
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

**Date:** March 15, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an engineering services agreement with CivilTech, Inc. for the Smallwood Street and Alyce Street Bridge Replacement Project.

The bridges on Smallwood St and Alyce St constructed many years ago with timber piles. Many wood pile and all-wood bridges have been closed and replaced in the past several years due to degradation of the wooden components under modern traffic loads. These two bridges were eventually ordered closed by the Office of State Aid Road Construction due to the condition of the wooden components. Public Works recommended to the Municipal Sales Tax Commission that design work be approved for these bridges.

The City selected CivilTech for the necessary engineering work to design replacement bridges for these two sites. The amount of the engineering services agreement, which only includes design and bid services for the two bridges, will not exceed \$168,000.00.

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 39201-2779  
Telephone: (601) 960-1756  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC. FOR THE SMALLWOOD STREET AND ALYCE STREET BRIDGE REPLACEMENT PROJECT is legally sufficient for placement in NOVUS Agenda.

  
_____  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
_____  
DATE

**AGREEMENT FOR ENGINEERING SERVICES**

**BY AND BETWEEN**

**THE CITY OF JACKSON, MISSISSIPPI**

**AND**

**CIVILTECH, INC.**

**FOR**

**CITY OF JACKSON 2024 BRIDGE REPLACEMENT PROJECTS**

*[Project Sites include: 1) Smallwood Street Bridge; and 2) Alyce Street Bridge]*

**(City Project Number: _____)**

**THIS AGREEMENT** is made on the _____ day of _____, 2024 by and between the **CITY OF JACKSON, MISSISSIPPI**, (hereinafter called the "OWNER"), and **CIVILTech, Inc.**, having its principal place of business at 5420 Executive Place, Jackson, Mississippi and mailing address of P.O. Box 12852, Jackson, Mississippi 39236-2852 (hereinafter called the "ENGINEER").

**WHEREAS**, the OWNER has decided to retain professional engineering services for design engineering, construction engineering and inspection services for construction of City of Jackson 2024 Bridge Replacement Projects; and

**WHEREAS**, the ENGINEER is willing to render such professional engineering services in accordance with Exhibits A, B, C, D and E for the consideration and upon the hereinafter stated.

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants herein set the parties hereto agree as follows:

**SECTION 1 - CONTRACT SERVICES**

The work to be performed under this Agreement consists of providing professional engineering services for the design of bridge improvements and related facilities as described herein. The following Exhibits are attached hereto and are made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Pages A-1 through A-2).
- (2) Exhibit B: "Scope of Engineering Services" (Pages B-1 through B-3).
- (3) Exhibit C: "Scope of Construction Engineering Services" (Pages C-1 through C-5)
- (4) Exhibit D: "Compensation for Professional Services"(Pages D-1 through D-2).
- (5) Exhibit E: "Schedule of Work" (Page E-1)
- (6) Exhibit F: "Cost Summary" (Page F-1)

**SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES**

- A. The ENGINEER shall provide professional engineering services for the CITY OF JACKSON 2024 BRIDGE REPLACEMENT PROJECTS. These services shall include customary civil engineering and other services required for the detailed design of the improvements.

- B. By executing this Agreement, the OWNER authorizes the ENGINEER to provide services in accordance with the Scope of work described in Exhibits B & C. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit D of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit E.

### **SECTION 3 -ADDITIONAL SERVICES BY ENGINEER**

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, any additional services, which are not listed in Exhibits B & C. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit D.

### **SECTION 4 -SERVICES TO BE PROVIDED BY THE OWNER**

The OWNER, at no cost to the ENGINEER, agrees to the following services:

- A. Provide criteria and information as to the design requirements for the work to be performed under this Agreement including designed objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations and the design drawings and specifications, copies of design and construction standards which the OWNER will require to be included in.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER'S services, the results of laboratory tests, inspections, exploratory studied or other special data not covered in Exhibits B & C.
- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time, so as not to delay the services of the ENGINEER included under this Agreement.
- F. Designate in writing a person to act as representative with respect to the services to be rendered under this Agreement.
- G. Give prompt written notice to the ENGINEER whenever OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER'S services.

## SECTION 5 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of each authorization of work as outlined in the Exhibit E, Schedule of Work.
- B. If the OWNER requests, in writing, modifications or changes in the scope of work, or if the initiation of work authorization completion times are changed from those listed in the Exhibits through no fault or negligence of the ENGINEER, the ENGINEER'S period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will ensure completion within the time specified in the Exhibit E, this Agreement shall be terminated by the OWNER in accordance with Section 7.

## SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER, will maintain, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense carry public liability and contractor's protection, liability insurance, each with maximum limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance with limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and Workman's Compensation Insurance.
- B. ENGINEER shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.
- D. Engineer will, at its expense, also carry professional liability insurance.

## SECTION 7 - PAYMENT FOR SERVICES

- A. **Methods of Payment for and Expenses of ENGINEER.**  
The OWNER shall pay the ENGINEER on a monthly basis for services rendered under this Agreement in accordance with Exhibit D, Compensation for Professional Services.
- B. **Notice to Proceed.** The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice to Proceed for each authorization of work, pursuant to this agreement. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.



- C. Suspension of Services. If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon ten (10) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER.
  
- D. Termination. This Agreement may be terminated in whole or part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least thirty (30) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination as well as the percentage of the fixed fee represented by the percentage of the project completed as of the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within thirty (30) working days after termination.

**SECTION 8 - PERSONNEL AND FACILITIES**

- A. The ENGINEER warrants that it now has or will secure at its own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of the OWNER. All personnel assigned to work shall be fully qualified. If required, the ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.
  
- B. All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER. The ENGINEER is encouraged by the OWNER to utilize qualified Minority Business Enterprise (MBE) companies or persons, if available, for subcontract work. The OWNER shall consider the quality and quantity of those recruiting efforts when considering the approval of any submitted subcontractor. The ENGINEER shall document and provide to the OWNER the methods and results of MBE recruiting efforts.
  
- C. The ENGINEER shall remove from the project any personnel, whether directly employed by the ENGINEER or a subcontractor, upon notification from the OWNER. Written notification shall include name(s) of personnel and the cause of requesting their removal.

**SECTION 9 - AUTHORIZED REPRESENTATIVE OF THE ENGINEER**

Elmore Moody, P.E., is the authorized to receive direction for the OWNER and to act on behalf of the ENGINEER for this Project.

**SECTION 10 - ACCOUNTING SYSTEMS**

The ENGINEER shall maintain an accounting system, which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER'S accounts within three (3) years from the date such services were performed or paid, which relate to

services, provided under this Agreement.

**SECTION 11 - CHANGES TO AGREEMENT**

This Agreement includes all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of work or otherwise by formal written amendment duly executed by both parties. The parties accept that the OWNER may execute any amendment only upon official authorization first duly obtained from its governing authority.

**SECTION 12 - FEDERAL FUNDS**

In the event any federal funding may be available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

**SECTION 13 - CONSTRUCTION COSTS AND OPINIONS OF COSTS**

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications and represent best judgment as an experienced and qualified professional engineer. Opinions of construction costs do not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction costs prepared by ENGINEER.

**SECTION 14 - ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives, have executed this Agreement as of the date first above written.

**CITY OF JACKSON, MISSISSIPPI:**

**CIVILTECH, INC:**

By: _____  
Chokwe A. Lumumba, Mayor

By:   
Elmore Moody, P.E., President

Attest: _____  
Angela Harris, City Clerk

Attest:   
Tony M. Lewis, Vice President

**EXHIBIT A  
PROJECT DESCRIPTION AND SCOPE OF WORK**

**CITY OF JACKSON 2024 BRIDGE REPLACEMENT BRIDGES  
CITY PROJECT NO. _____**

**Project Description**

Smallwood Street Bridge Replacement (1), and Alyce Street Bridge Replacement (2) have been designated by the City of Jackson (City) as a CIP Project.

Located in south Jackson, Smallwood Street is between Longwood Drive and Wooddell Drive. The general scope of engineering services will include:

- Demolish existing bridge
- Construct new concrete bridge and pilings

Located near the area of south Jackson, Alyce Street is between Gertrude Drive and Barrier Place. The general scope of engineering services will include:

- Demolish existing bridge
- Relocation of waterline utilities
- Construct new concrete bridge and pilings

These projects may include coordination and rehabilitation of other underground utilities which may impact the bridge(s) upgrades as needed.

**Project Development**

The project will follow the procedures outlined below and shall be adjust based on Program Management (PM) for the 1% Sales Tax CIP, coordination with other city consultants and Public Works.

**GENERAL REQUIREMENTS AND PROJECT MANAGEMENT**

These services and project activities include project engagement and coordination with Public Works to initiate the Project and to provide engineering services and project management for an overall project schedule estimated to last eight to twelve (9 -12) months for engineering and construction, to complete the Project.

**PHASE 1 – BASIC SERVICES – CONCEPTUAL DESGIN PHASE [1.1],  
PRELIMINARY ENGINEERING DESIGN PHASE [1.2] AND FINAL  
CONSTRUCTIONS DOCUMENTS [1.3].**

This basic scope of professional engineering services will provide for three levels of basic services including Conceptual Design Phase, Preliminary Design Phase and Final Design Phase. General scope of services for this phase will include project kick-off meeting with the City; review of the project documents; field reconnaissance, surveying and layout. Completion of the Phase 1 Milestones will provide for 30%, 60% and 100% development of plans and specifications and development of preliminary project budgets and opinion of probable costs. These services will also include review and discussion of all engineering project documents with the City and the PM (if applicable) including suggested comments and revisions to plans and specifications.

### **PHASE 2 – PROJECT ADVERTISEMENT, BID LETTING AND AWARD**

For this phase of the services, plans, specifications and bid package will then be submitted to the City and PM with a recommendation to advertise for bids. The Engineer will coordinate a Pre-Bid meeting for the project, and will assist in the bidding process by responding to questions from bidders, preparation of addenda as necessary and recommending the lowest and best bid after receipt of bid proposals.

### **PHASE 3 – CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

The Engineer's services will also assist the City in completing the contract documents to submit to City Council and 1% Sales Tax Committee for final acceptance. With the Notice to Proceed with construction from City, the Engineer will provide construction engineering and inspection services. A resident project representative will be on-site to observe the progress and quality of the contractor's work and to determine, in general, if the work is proceeding in accordance with the contract documents. After the project is complete, the Engineer will hold a final review and develop a punch-list of corrective measures, as needed. Engineer will prepare the final "close out" documents, As-builts, maps, and recommend final acceptance of the project by the City.

**EXHIBIT B**  
**DETAILED SCOPE OF CONCEPTUAL DESIGN PHASE SERVICES, PRELIMINARY ENGINEERING,  
AND FINAL CONSTRUCTION DOCUMENTS**

After receiving an executed copy of the agreement and a notice to proceed, the **ENGINEER** will commence the following services:

**1.0 BASIC SERVICES**

**1.1 Conceptual Design and Environmental Documents**

- 1.1.1 Topographic survey.
- 1.1.2 Prepare conceptual plans including utility planning and cost estimates.
- 1.1.3 Determine right-of-way impacts, geotechnical and utilities.
- 1.1.4 Update conceptual plans.
- 1.1.5 Submit conceptual design/environmental document, if needed.

**1.2 Preliminary Engineering and Right-of-Way**

Preliminary Engineering (and possible ROW) services will include:

- 1.2.1 Consult with the **OWNER** to clarify and define the **OWNER'S** requirements for the Project.
- 1.2.2 Assemble and review available data which may be pertinent to the Project.
- 1.2.3 Make additional surveys needed for design of the Project.
- 1.2.4 Perform subsurface and explorations and geotechnical analysis to determine general subsurface conditions and parameters for final design of the Project. The **OWNER** recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.
- 1.2.5 Prepare preliminary plan-profile sheets, plating pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to base maps.
- 1.2.6 Develop criteria for rights-of-way, working easements and permanent easements (if necessary). Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.2.7 Locate telephone, electric power, gas, water, sewer and other utility lines, including their component structures, from record drawings and field surveys. Identify the owner of each utility. Conduct necessary studies to determine the required utility adjustments.
- 1.2.8 Perform detailed design and prepare construction drawings. Prepare report covering pavement design, waterline replacement, sewer system evaluation, and earthwork requirements and submit to **OWNER**.
- 1.2.9 Prepare recap of quantities and preliminary opinion of construction costs.

- 1.2.10 Submit preliminary plans to the **OWNER** for review and comments.
- 1.2.11 Modify plan sheets as necessary to reflect **OWNER'S** comments.
- 1.2.12 Participate in a plan-in-hand inspection with representatives of the **OWNER**, and utilities at the project site.

### 1.3 Final Contract Plans

After receiving written authorization to proceed with the Final Contract Plans, the **ENGINEER** will provide the following services:

- 1.3.1 On the basis of the approved preliminary design documents, prepare final construction drawings, specifications and contract documents for approval by the **OWNER**.
- 1.3.2 Modify preliminary design documents as necessary to reflect comments from field review and participate in an office review with representatives of the **OWNER**.
- 1.3.3 Contact the utility companies whose facilities or rights-of-way will be affected by the proposed construction. Make on-site inspections with the utility companies' representatives to determine the feasibility of the construction as proposed.
- 1.3.4 Prepare a project notebook containing copies of design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence, and other memoranda. The notebook shall be indexed.
- 1.3.5 Prepare final maintenance of traffic and property access plan for inclusion into the construction plans and contract documents.
- 1.3.6 Revise the preliminary opinion of probable construction costs.
- 1.3.7 Submit Final Plans, Specs and Estimate package to the **OWNER** and for review and comments.
- 1.3.8 Participate in an office review of the PS&E package with representatives of the **OWNER**.
- 1.3.9 Modify the PS&E package as necessary to reflect the comments of the **OWNER**.
- 1.3.10 Prepare the final changes to the PS&E package.
- 1.3.11 Submit the final PS&E contract documents to the **OWNER** for project authorization.
- 1.3.12 Supply **OWNER** with electronic copy of drawings in AUTOCADD on CD ROM and specifications in word processing format as directed by the **OWNER**.

### 2.0 ADVERTISING AND BIDDING

- 2.1 Once authorization has been received, the **ENGINEER** will prepare and issue Contract Documents to prospective bidders and keep a record of their issuance.
- 2.2 Prepare and issue addenda (where required and after approval by the **OWNER**) to each known procurer of the contract documents.
- 2.3 Provide non-binding type information on the general scope, unusual conditions and desired sequence of the construction as requested by procurers of contract documents.
- 2.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 2.5 Attend the opening and reading of bids. Verify extensions and totals. Review the bids and make recommendations to the **OWNER** regarding the award of the contract.

2.6 Assist the OWNER in the preparation of the documents necessary to complete the award.

### **3.0 REPORTING**

3.1 The ENGINEER shall submit a progress report by a date specified by the OWNER for each month of the Project. The progress report shall include, but not be limited to, a summary of the work tasks completed the previous month, a discussion of any major problems encountered and the status of resolution of same, and a discussion of tasks to be accomplished during the upcoming month. The progress report shall be submitted with the ENGINEER'S invoice for services. The OWNER shall establish the format for the progress report.

**EXHIBIT C**  
**DETAILED SCOPE OF CONSTRUCTION ENGINEERING SERVICES**  
**(FEE PROPOSAL FOR CE&I WILL BE SUBMITTED AT A LATER DATE)**

After receiving a notice to proceed for construction, the ENGINEER will commence the following services:

**1.0 CONSTRUCTION ENGINEERING SERVICES:**

Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the OWNER, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project *Representative* and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates; he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the *Engineer's* daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the OWNER for approval and payment. He shall likewise make such records available at all reasonable times during the contract period.

C. **Subsurface Conditions and Utilities.** OWNER recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. OWNER also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the OWNER and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Representative are listed in this scope of work.



**2.0 A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.**

The CONSULTANT shall furnish a resident Project *Representative*, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project *Representative* and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project *Representative* are limited to this agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project *Representative's* dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the OWNER advised as necessary. The resident Project *Representative* dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project *Representative* shall generally communicate with the OWNER.

II. Duties and Responsibilities of the resident Project *Representative*:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the OWNER concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the OWNER'S liaison with the CONTRACTOR when the CONTRACTOR'S operations affect the OWNER'S on-site operations.

b. Assist in obtaining from the OWNER additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the OWNER of availability of samples for examination.

- c. Advise the **OWNER** and the **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the **CONSULTANT**.
  
- E. **Review of Work, Rejection of Defective Work, Inspections and Tests:**
  - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to the **OWNER** any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **OWNER** of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the **CONTRACTOR** maintains adequate records thereof, and observe, record and report to the **OWNER** appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the **OWNER**.
  
- F. **Interpretation of Contract Documents:**

Report to the **OWNER** when clarifications and interpretation of the Contract Documents are needed and transmit to the **CONTRACTOR** clarifications and interpretations as issued by the **OWNER**.
  
- G. **Modifications:**

Consider and evaluate the **CONTRACTOR'S** suggestions for modifications in Drawings or Specifications and report to the **OWNER**. Transmit to the **CONTRACTOR** decisions as issued by the **OWNER**.
  
- H. **Records:**
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary signed daily, recording the **CONTRACTOR** hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **OWNER**.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the OWNER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the OWNER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the OWNER.
- d. Report immediately to the OWNER upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the OWNER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the OWNER prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the CONTRACTOR.
- b. Conduct a final inspection in the company of the OWNER and the CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.

### III. Limitations of Authority

The resident Project *Representative*:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the **OWNER**.
- B. Shall not exceed the limitations of the **OWNER'S** authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the **CONTRACTOR**, subcontractors or the **CONTRACTOR'S** superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the **OWNER** to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **OWNER**.

**EXHIBIT D**  
**COMPENSATION FOR PROFESSIONAL SERVICES**

**CITY OF JACK 2024 BRIDGE REPLACEMENT PROJECTS**  
**CITY PROJECT NO. _____**

**SECTION 1 BASIS OF COMPENSATION**

- 1.1 Compensation as provided within shall be for services rendered in conjunction with the approved Project as listed in Exhibit A. The Scope of work for these services is specified in Exhibits B and C. All services not specified in Exhibits B and C shall be considered as Additional Services. The following conditions shall apply to services performed under this agreement:
- 1.2 OWNER shall pay ENGINEER for Additional Services not outlined in this Agreement only when these additional Services are authorized in writing by the OWNER and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibits B and C of this agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as outlined in these Exhibits. These costs incurred in this performance of this Contract shall not exceed the Target Cost Ceiling of **\$168,000.00** without formally amending this Agreement prior to the incurrence of additional costs.
- 1.4 It is anticipated that the total allowable, allocable and eligible costs to the OWNER for the services to be provided by the ENGINEER, shall not exceed the Target Cost Ceiling as set forth in paragraph 1.3 above, and the ENGINEER agrees to commit his best efforts to perform the specified services and all obligations under this Agreement within such target Cost Ceiling.
- 1.5 Times of Payments
  - 1.5.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percent completion of the Project.
  - 1.5.2 The Target Cost Ceiling is set forth in Paragraph 1.3 above. Final payment shall be all remaining eligible costs up to the Target Ceiling Cost.

- 1.5.3 The OWNER shall make payments within 45 days after receipt and approval of the Engineer's invoices.

### **SECTION - CHANGES**

- 2.1 The ENGINEER and OWNER acknowledge that the Fixed Fee amount and the Target Cost Ceiling limit contained in Paragraph 1.3 above have been negotiated and established predicted upon the projected completion dates (Exhibit E) and the total amount of services and costs estimated and contained in the Engineer's Cost Summary INCLUDED in Exhibit F. For Additional Services, or if scopes of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes and an increase in the ENGINEERS'S costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER.

### **SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES**

- 3.1 For Additional Services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the Engineer's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised Target Cost Ceiling and Fixed Fee to be paid to the ENGINEER for the services to be provided under this Agreement.

**EXHIBIT E**  
**City of Jackson 2024 Bridge Replacement Projects**  
**Project Schedules**

*1-Smallwood Street Bridge Replacement:*

Survey and Conceptual Design Phase	45 Days
Preliminary Plans & 90% Design Plan Review	30 Days
Bidding Phase	90 Days
Construction Phase	<u>120 -150 Days</u>
<b>Total Engineering &amp; Construction Schedule</b>	<b>285 - 315 Days</b>

*2-Alyce Street Bridge Replacement:*

Survey and Conceptual Design Phase	45 Days
Preliminary Plans & 90% Design Plan Review	45 Days
Bidding Phase	90 Days
Construction Phase	<u>120 Days</u>
<b>Total Engineering and Construction Schedule</b>	<b>300 -330 Days</b>

**Project Schedule:**

Project schedule reflects concurrent task/activities for each Bridge Replacement Project based on conceptual design, development of preliminary and final construction plans and a tentative construction schedule.

**EXHIBIT F**

**COST SUMMARY**

**City of Jackson - 2024 Bridge Replacement Projects**

**City Project No.** _____

**Scope of Work:**

Work consists of preliminary engineering, surveying, bridge design, hydraulic analysis, and final construction plans for replacement of the existing bridges in the City of Jackson including Smallwood Street Replacement (1) and Alyce Street Bridge Replacement (2).

Smallwood Street	\$90,000.00
Alyce Street	\$78,000.00





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**ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE CITY  
OF JACKSON DEPARTMENT OF PUBLIC WORKS**

OFFICE OF THE CITY ATTORNEY  
4/9/2024  
Lumumba

**WHEREAS**, certain unanticipated needs and allocations have arisen since the adoption of the Fiscal Year 2024 City of Jackson budget for the Department of Public Works; and

**WHEREAS**, the Fiscal Year 2024 City of Jackson budget should be amended to provide funding for these unanticipated needs; and

**WHEREAS**, the following accounts should be amended as follows:

From Account	To Account	Amount
001 45124 6824	001 45124 6320	\$ 370,000.00
001 45124 6824	001 45124 6438	\$ 25,000.00
001 45124 6824	001 45124 6437	\$ 30,000.00
001 45124 6333	001 45124 6437	\$ 25,000.00
001 45125 6865	001 45125 6316	\$ 10,250.00
001 45300 6824	001 45300 6461	\$ 5,700.00
001 44810 6138	001 44820 6460	\$ 16,680.00
001 44820 6138	001 44820 6460	\$ 58,430.00
001 44850 6138	001 44850 6340	\$ 23,360.00
001 44880 6138	001 44820 6460	\$ 50,000.00
<b>Total</b>		<b>\$ 614,420.00</b>

**IT IS THEREFORE ORDERED** that the Fiscal Year 2024 budget be revised for the Department of Public Works:

From Account	To Account	Amount
001 45124 6824	001 45124 6320	\$ 370,000.00
001 45124 6824	001 45124 6438	\$ 25,000.00
001 45124 6824	001 45124 6437	\$ 30,000.00
001 45124 6333	001 45124 6437	\$ 25,000.00
001 45125 6865	001 45125 6316	\$ 10,250.00
001 45300 6824	001 45300 6461	\$ 5,700.00
001 44810 6138	001 44820 6460	\$ 16,680.00
001 44820 6138	001 44820 6460	\$ 58,430.00
001 44850 6138	001 44850 6340	\$ 23,360.00
001 44880 6138	001 44820 6460	\$ 50,000.00
<b>Total</b>		<b>\$ 614,420.00</b>

**IT IS FURTHER ORDERED** that pursuant to Miss. Code Ann. Section 21-35-25, this budget revision shall be 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

Item # 50  
 Date April 9, 2024  
 By: Wright, Lumumba

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.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **April 1, 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>	<b>ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS</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	6.	Infrastructure and Transportation		
		7.	Quality of Life		
3.	<b>Who will be affected</b>	City of Jackson			
4.	<b>Benefits</b>	Adjust the budget of Public Works			
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>	City Wide			
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works			
8.	<b>COST</b>	Move funds to better align with fiscal needs.			
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"/>				
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 _____	



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Louis Wright *lw*  
Chief Administrative Officer  
**Date:** April 1, 2024  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda item requesting revisions to FY24 budget for the Department of Public Works. During budget hearings last fall, the asphalt materials line item was adjusted for FY24 based on asphalt usage over prior fiscal years. For FY24, Paved Streets has been able to focus more on pothole repairs, which are quicker repairs on a daily basis than larger utility cuts that now fall under JXN Water. The result is a significant increase in asphalt usage over prior years. The majority of the funds that were set aside for contract pothole repair need to be brought back into line items for asphalt to allow Paved Streets to continue their great work of patching potholes.

In addition, the proposed agenda item will align funds into line items for tree removal service, concrete repair service, sign manufacturing needs, and traffic signal contract maintenance and repairs

I recommend that this item be approved. If you have any questions, please 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  
4/12/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.

  
_____  
**Drew Martin, City Attorney**  
**Terry Williamson, Deputy City Attorney** 

  
_____  
**Date**





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OFFICE OF THE CLERK OF THE BOARD OF COMMISSIONERS  
4/9/2024

**ORDER ACCEPTING THE QUOTE OF JACKSON BLUEPRINT & SUPPLY, INC. FOR SCANNING SERVICES AND AUTHORIZING PAYMENT**

**WHEREAS**, the City of Jackson Department of Public Works has a need for the as built construction documents for the JATRAN facility to be scanned to aid with diagnosing recent issues with the HVAC system and to maintain the building plans in an electronic format; and

**WHEREAS**, Jackson Blueprint & Supply, Inc. has provided a quote in the amount of \$394.00 to scan the as built construction documents of the JATRAN facility; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities accept the quote of Jackson Blueprint & Supply, Inc. as provider of the scanning services.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to accept the quote of Jackson Blueprint & Supply, Inc. in the amount of \$394.00 for the scanning services of the as built construction documents.

**IT IS FURTHER ORDERED** that payment in the amount not to exceed \$394.00 to Jackson Blueprint & Supply, Inc. is authorized upon submission of an invoice for the quoted work specified herein.

Item 51

Agenda April 9,2024

By: Wright, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      September 15, 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>	Accepting quote from Jackson Blueprint to scan JATRAM plans and authorize payment
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>	JATRAM
4.	<b>Benefits</b>	As built plan scan
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	JATRAM Headquarters
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>	\$394.00
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"/>	001450206419
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 *lw*  
Chief Administrative Officer

**Date:** April 1, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda accepting the quote of Jackson Blueprint to scan the paper as-built plans of the JATRAM headquarters and to authorize payment upon receipt of an invoice. It is my recommendation that the 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  
4/24/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE QUOTE OF JACKSON BLUEPRINT & SUPPLY, INC. FOR SCANNING SERVICES AND AUTHORIZING PAYMENT** is legally sufficient for placement in NOVUS Agenda.

  
_____  
**DREW MARTIN, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel* 

  
_____  
**DATE**



Since 1922

# Blueprint & Supply, Inc.

699 MONROE STREET - JACKSON, MISSISSIPPI 39202  
P.O. Box 182 - Jackson, Mississippi 39205  
Phone (601) 353-5803 - Fax (601) 353-0207

Full Service Digital Printing & Scanning  
Laminating - Mounting - Framing  
Color Printing - Reports - Spec Books  
KIP - Canon and HP Equipment  
Vietnam Veteran Owned

PLEASE REMIT TO: POST OFFICE BOX 182 - JACKSON, MS 39205-0182

## QUOTATION

DATE: _____ NUMBER: _____

**B** CITY OF JACKSON  
**I** FINANCE DIV. ACCOUNTS PAYABLE  
**L** BOX 17  
**T** JACKSON MS 39205-0000  
**O**

**S** CITY OF JACKSON  
**H** ENGINEERING, LLOYD KELLER  
**I** BOX 17  
**P**  
**T** JACKSON MS 39205-0000  
**O** 960-1025

Job name: JATLAN AS-BUILTS

TERMS: Net 30 days

Freight terms: No charge

CUSTOMER P.O.	SHIPPED VIA	ACCOUNT #	ORDER#	SALESPERSON	ORDER DATE
	Cust pickup	00837	285189	PAUL KENNEDY	04/01/24

ORDERED	SHIPPED	B.O.	UNIT	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
198.0			SQ. FT.	SCN-LM200	SCAN LARGE MONO A&E	0.25	49.50
				JATLAN 1			
1080.0			SQ. FT.	SCN-LM200	SCAN LARGE MONO A&E	0.25	270.00
				JATLAN 2			
1			EACH	SCN-MISC2	UPLOAD FILES TO WEB/DROPBOX	20.00	20.00

Notes

NOTE AS REQUESTED BY LLOYD KELLER (CELL 601-260-2242)

ler@city.jackson.ms.us

Sale amount 339.50

WE ARE AN AUTHORIZED  
HEWLETT PACKARD  
RESELLER  
PLEASE CALL US FOR  
YOUR NEEDS  
or e-mail to  
printbox@jaxblue.com

Quote amount 339.50

Quote #: 0

RECEIVED BY: _____

A 1-3/4% Service Charge per month (or a minimum of \$5.00) will be added to all invoices over 30 days old. All accounts over 60 days past due will be on C.O.D. basis only. The customer shall pay all expenses of collection including attorney fees.





Since 1922

# Blueprint & Supply, Inc.

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Vietnam Veteran Owned

PLEASE REMIT TO: POST OFFICE BOX 182 - JACKSON, MS 39205-0182

## QUOTATION

DATE NUMBER

**B** CITY OF JACKSON  
**I** FINANCE DIV. ACCOUNTS PAYABLE  
**L** BOX 17  
**L** JACKSON MS 39205-0000  
**T**  
**O**

**S** CITY OF JACKSON  
**H** ENGINEERING, LLOYD KELLER  
**I** BOX 17  
**P** JACKSON MS 39205-0000  
**T**  
**O** 960-1025

TERMS: Net 30 days

Freight terms: No charge

CUSTOMER P.O.			SHIPPED VIA	ACCOUNT #	ORDER#	SALESPERSON	ORDER DATE
			Cust pickup	00837	285189	PAUL KENNEDY	04/01/24
ORDERED	SHIPPED	B.O.	UNIT	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
198.0			SQ. FT.	SCN-LM200	SCAN LARGE MONO A&E	0.25	49.50
1			EACH	SCN-MISCA	EDIT/CROP/SCALING/E-MAIL ETC.	5.00	5.00

Notes

QUOTE TO SCAN DRAWINGS

WE ARE AN AUTHORIZED  
HEWLETT PACKARD  
RESELLER  
PLEASE CALL US FOR  
YOUR NEEDS  
or e-mail to  
printbox@jaxblue.com

Sale amount 54.50

Quote amount 54.50

Quote #: 0

RECEIVED BY: _____

A 1-3/4% Service Charge per month (or a minimum of \$5.00) will be added to all invoices over 30 days old. All accounts over 60 days past due will be on C.O.D. basis only. The customer shall pay all expenses of collection including attorney fees.

52



OFFICE OF  
4/28/24  
CITY ATTORNEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN FY2024 JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS**

**WHEREAS**, the U.S. Geological Survey provides flow stage and discharge data monitoring on various creeks throughout the City through equipment and personnel; and

**WHEREAS**, the City uses the U.S. Geological Survey Water Resources Data Collection System for various planning, maintenance and emergency response functions; and

**WHEREAS**, the U.S. Geological Survey requires the City to pay a share of the operational costs for providing flow stage and discharge data monitoring to continue this service; and

**WHEREAS**, the U.S. Geological Survey has calculated the City share of the operational costs for October 1, 2023, to September 30, 2024, to be \$86,790.00.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey for the Water Resources Investigations.

**IT IS FURTHER ORDERED** that payment in the amount of \$86,790.00 to the United States Department of the Interior, U.S. Geological Survey is authorized pursuant to the Joint Agreement.

Item: 52

Date: April 9, 2024

By: Wright, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    March 25, 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 authorizing the Mayor to execute joint funding agreement for USGS stream gauge services	
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	6 Infrastructure and Transportation 7 Quality of Life	
3.	<b>Who will be affected</b>	Residents and property owners along the Pearl River and various creeks that flow into the Pearl River in Jackson	
4.	<b>Benefits</b>	Stream gauge and flow data	
5.	<b>Schedule (beginning date)</b>	After approval	
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	The portions of Jackson within the Pearl River watershed	
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>	\$86,790.00	
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"/>	001 45010 6417	
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



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer *LW*

**Date:** March 25, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute an agreement with the USGS for stream gaging data on several drainage channels. The agreement will cost \$86,790 for Federal FY 2024. The City has for many years entered into annual agreements with USGS to provide some funds for the operation and maintenance of river gauges on the Pearl River and a number of our major creeks in Jackson. These gauges have provided vital information needed for flood forecasting and flash flood assessment. Included with this memo is an example of data collected from one of our gauges on Eubanks Creek at the Eagle Avenue bridge. This info is publicly available on the USGS website.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me.

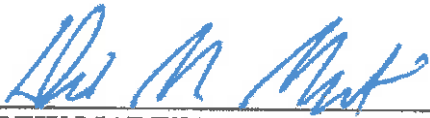
Office of the City Attorney

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  
4/12/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN FY2024 JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel *TW*

4/12/24

DATE

53





OFFICE OF THE CITY CLERK  
APR 12 2024

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF DICKERSON & BOWEN, INC., FOR CONSTRUCTION OF THE STREET RESURFACING PROJECT PHASE 1A**

**WHEREAS**, the City of Jackson executed a contract with Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A; and

**WHEREAS**, during the project, the consultant engineer and the City determined that in-ground loops at intersections on streets that are to be resurfaced could not be replaced and work reliably; and

**WHEREAS**, the proposed Change Order #1 removes loops from the project and adds video vehicle detection and related equipment; and

**WHEREAS**, the Department of Public Works recommends acceptance of Change Order #1 to the contract Dickerson & Bowen, Inc.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order #1 to the contract of Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A, increasing the contract not to exceed amount by \$76,722.50 to a total of \$5,167,305.16 and adding 45 calendar days to the contract time.

ITEM 53

AGENDA April 9, 2024

BY: WRIGHT, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      April 1, 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 authorizing the Mayor to execute Change Order #1 with Dickerson & Bowen for Street Resurfacing Project Phase 1A.
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, and pedestrians on streets that are to be resurfaced.
4.	<b>Benefits</b>	Replaces detector loops with video detection and related equipment
5.	<b>Schedule (beginning date)</b>	After approval
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Wards 3 and 7  Intersections affected: • Bailey Ave Ext at Eminence Row • Bailey Ave Ext at Ridgeway St • Lamar St at Fortification St
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>	Adds \$76,722.50 to the contract amount. New contract amount: \$5,167,305.16 Add 45 calendar days to the contract time.
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input checked="" type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	1% Sales Tax Bond  157 45190 6824
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 *LW*  
Chief Administrative Officer

**Date:** April 1, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute Change Order #1 to the contract with Dickerson & Bowen for the Street Resurfacing Project Phase 1A.

The contract was originally set up for replacing in ground loops at three signals within the work zones. After contract work started, the City and the consultant determined that the new loops would not work with the old equipment in the existing cabinets. It was determined that detection at both intersections should be replaced with a video detection system. Newer systems uses a single 360 degree camera to see vehicles and call for a green light on the side street. The controllers also must be replaced to be compatible with the new cameras. The old controllers can be reused at other intersections if they are still in reasonable condition.

The proposed Change Order adds \$76,722.50 and 45 additional calendar days to the contract. It is the recommendation of Public Works that the order be approved.



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 MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF DICKERSON & BOWEN, INC., FOR CONSTRUCTION OF THE STREET RESURFACING PROJECT PHASE 1A is legally sufficient for placement in NOVUS Agenda.

  
_____  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
_____  
DATE

## CONTRACT CHANGE ORDER

**CHANGE ORDER NO:** 1 **DATE:** February 21, 2024  
**PROJECT NAME:** Street Resurfacing Project - Phase 1A  
**OWNER:** City of Jackson, MS  
**CONTRACTOR:** Dickerson & Bowen  
**REASON FOR CHANGE:** See Justification on following sheet



YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
1	Solid State Traffic Actuated Controller, Type I	EA	\$4,450.00	3	\$13,350.00
2	Video Vehicle Detection System	EA	\$23,300.00	3	\$69,900.00
3	Solid State Traffic Cabinet, Type III Cabinet	EA	\$9,050.00	1	\$9,050.00
<b>DEDUCT:</b>					
4	Vehicle Loop Assembly	LF	(\$16.75)	930	-\$15,577.50

**TOTAL CONTRACT CHANGE:** \$76,722.50

<b>ORIGINAL CONTRACT AMOUNT:</b>	<b>TOTAL</b>
<b>CURRENT CONTRACT AMOUNT:</b>	<u>\$5,090,582.66</u>
<b>THIS CONTRACT CHANGE:</b>	<u>\$76,722.50</u>
<b>REVISED CONTRACT AMOUNT:</b>	<u>\$5,167,305.16</u>
<b>CURRENT CONTRACT COMPLETION DATE:</b>	<u>April 11, 2024</u>
<b>TIME EXTENSION REQUIRED BY CHANGE:</b>	<u>45</u>
<b>REVISED CONTRACT COMPLETION DATE:</b>	<u>May 26, 2024</u>

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

<b>RECOMMENDED BY:</b>	<u></u>	<u>02-23-24</u>
	ENGINEER	DATE
<b>ACCEPTED BY:</b>	<u></u>	<u>2/27/2024</u>
	CONTRACTOR	DATE
<b>APPROVED BY:</b>	_____	_____
	OWNER	DATE

## CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	JUSTIFICATION
1	Solid State Traffic Actuated Controller, Type 1	\$4,450.00	\$13,350.00	Existing controller will not work with new video system and has to be replaced.
2	Video Vehicle Detection System	\$23,300.00	\$69,900.00	Recutting loops that were milled will not provide a fully functional signal. In order to get a working detection system, the most cost effective solution is to replace all loops with a video detection system.
3	Solid State Traffic Cabinet, Type III Cabinet	\$9,050.00	\$9,050.00	The existing cabinet at Ridgeway St. and Bailey Ave. is in disrepair. Replace the existing cabinet with a used, working cabinet.

DICKERSON



BOWEN

A HIGHWAY CONSTRUCTION COMPANY

February 21, 2024

Neel-Schaffer, Inc.  
Mr. Chad Toles P.E.  
P.O. Box 22625  
Jackson, MS 39225-2925

RE: City of Jackson, Street Resurfacing Project Phase 1A

Dear Mr. Toles,

Below are the prices we propose for replacing the loops with video detection that you requested, and we request that 45 calendar days be added to the contract time to allow time for delivery and installation.

Ref. No.	Pay Item No.	Traffic Signal Description Base Bid Items	Approx. Quantity	Unit	Unit Price	Total Cost
1	907-632-D002	Solid State Traffic Actuated Controller, Type 1	3	EA	\$4,450.00	\$13,350.00
2	907-643-A004	Video Vehicle Detection Sensor, Type 1B / Currux Vision Fisheye Camera	3	LS	\$23,300.00	\$69,900.00
3		Solid State Traffic Cabinet, Type III Cabinet - Used	1	LS	\$9,050.00	\$9,050.00
<b>Total Traffic Signal Job Quote:</b>						<b>\$ 92,300.00</b>

Ref #1 is for PCS to supply and install a M60 EPAC controller. The new camera system requires an SDLC hub in the cabinets controller. If Jackson has these in stock, they can omit Ref # 1.

Ref# 2 is for PCS to install a complete Currux Vision Fisheye Video Detection System. PCS will install 1 Fisheye cameras on nearest poles that the corner cabinet is on and make modifications inside controller cabinet.

Ref# 3 is for PCS to install a used Traffic Signal cabinet that we have in stock that is in good condition. No electronic components like EPAC or MMU are provided. Only a traffic signal cabinet.

Sincerely  
Dickerson & Bowen Inc.

  
Blake Clarke



**Mississippi Department of Transportation  
Supplemental Agreement Detailed Breakdown**

Project No. Street Resurfacing Project - Phase 1A  
 County Hinds  
 Sub-Contractor Powell Construction Services, Inc.  
 Pay Item No. 907-632-D002 / Solid State Traffic Actuated Controller, Type 1  
 Unit 3ea

<b>LABOR, TEAMS, AND FOREMAN</b>			
Classification	Hours Worked	Hourly Rate	Amount
Foreman / Traffic Tech	12.0	36.00	\$ 420.00
Equipment Operator	12.0	28.00	\$ 312.00
Labor #1	0.0	15.00	\$ -
Labor #2	0.0	15.00	\$ -
			\$ -
			\$ -
<b>Total Labor</b>			<b>\$ 732.00</b>
<b>EQUIPMENT</b>			
Classification	Quantity	Unit Rate	Amount
Pickup Truck	12.0	20.00	\$ 240.00
Digger Truck	0.0	45.00	\$ -
Bucket Truck	0.0	45.00	\$ -
			\$ -
			\$ -
<b>Total Equipment</b>			<b>\$ 240.00</b>
<b>MATERIALS</b>			
Material	Quantity	Unit Price	Amount
EPAC	3.0	3,500.000	\$ 10,500.00
Terminations	3.0	165.000	\$ 495.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Materials</b>			<b>\$ 10,995.00</b>
<b>Sub Total</b>			<b>\$ 11,967.00</b>
<b>1.00%</b>	<b>% for Bond</b>	<b>\$</b>	<b>119.67</b>
<b>3.50%</b>	<b>% for Taxes</b>	<b>\$</b>	<b>418.85</b>
<b>5.00%</b>	<b>% for Profit/Overhead</b>	<b>\$</b>	<b>598.35</b>
<b>35.00%</b>	<b>% for Labor Burden</b>	<b>\$</b>	<b>256.20</b>
<b>Total Cost</b>			<b>\$ 13,360.07</b>

Remarks 907-632-D002 / Solid State Traffic Actuated Controller, Type 1; 3 @ \$4,450.00 Each for a total of \$13,350.00

By Dickerson & Bowen, Inc. Contractor Date 2/20/2024

**Mississippi Department of Transportation  
Supplemental Agreement Detailed Breakdown**

Project No. Street Resurfacing Project - Phase 1A  
 County Hinds  
 Sub-Contractor Powell Construction Services, Inc.  
 Pay Item No. 907-643-A004 / Video Vehicle Detection Sensor, Type 1B / Currux Vision Fisheye Camera  
 Unit 3-EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman / Traffic Tech	60.0	35.00	\$ 2,100.00
Equipment Operator	60.0	26.00	\$ 1,560.00
Labor #1	60.0	20.00	\$ 1,200.00
Labor #2	0.0	15.00	\$ -
			\$ -
			\$ -
<b>Total Labor</b>			<b>\$ 4,860.00</b>
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Pickup Truck	60.0	20.00	\$ 1,200.00
Digger Truck	0.0	45.00	\$ -
Bucket Truck	60.0	45.00	\$ 2,700.00
			\$ -
			\$ -
			\$ -
<b>Total Equipment</b>			<b>\$ 3,900.00</b>
MATERIALS			
Material	Quantity	Unit Price	Amount
Currux Vision Detection Sensor, Type 1B / Currux Visi	3.0	17,350.000	\$ 52,050.00
Cat 6 Cable	200.0	1.000	\$ 200.00
Terminations	3.0	450.000	\$ 1,350.00
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Materials</b>			<b>\$ 53,600.00</b>
<b>Sub Total</b>			<b>\$ 62,360.00</b>
<b>1.00%</b>	<b>% for Bond</b>		<b>\$ 623.60</b>
<b>3.50%</b>	<b>% for Taxes</b>		<b>\$ 2,182.60</b>
<b>5.00%</b>	<b>% for Profit/Overhead</b>		<b>\$ 3,118.00</b>
<b>35.00%</b>	<b>% for Labor Burden</b>		<b>\$ 1,701.00</b>
<b>Total Cost</b>			<b>\$ 69,985.20</b>

Remarks 907-643-A004 / Video Vehicle Detection Sensor, Type 1B / Currux Vision Fisheye Camera; 3 @ \$23,300.00 Each for a total of \$69,900.00

By Dickerson & Bowen, Inc. 2/20/2024  
 Contractor Date

**Mississippi Department of Transportation  
Supplemental Agreement Detailed Breakdown**

Project No. Street Resurfacing Project - Phase 1A  
 County Hinds  
 Sub-Contractor Powell Construction Services, Inc.  
 Pay Item No. Solid State Traffic Cabinet, Type III Cabinet (USED)  
 Unit 1 - EA

<b>LABOR, TEAMS, AND FOREMAN</b>			
Classification	Hours Worked	Hourly Rate	Amount
Foreman / Traffic Tech	12.0	35.00	\$ 420.00
Equipment Operator	12.0	26.00	\$ 312.00
Labor #1	12.0	20.00	\$ 240.00
Labor #2	0.0	15.00	\$ -
			\$ -
			\$ -
<b>Total Labor</b>			<b>\$ 972.00</b>
<b>EQUIPMENT</b>			
Classification	Quantity	Unit Rate	Amount
Pickup Truck	12.0	20.00	\$ 240.00
Digger Truck	0.0	45.00	\$ -
Bucket Truck	0.0	45.00	\$ -
			\$ -
			\$ -
			\$ -
<b>Total Equipment</b>			<b>\$ 240.00</b>
<b>MATERIALS</b>			
Material	Quantity	Unit Price	Amount
Cabinet	1.0	6,500.000	\$ 6,500.00
Terminations	1.0	250.000	\$ 250.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Materials</b>			<b>\$ 6,750.00</b>
<b>Sub Total</b>			<b>\$ 7,982.00</b>
<b>1.00%</b>	<b>% for Bond</b>		<b>\$ 79.82</b>
<b>3.50%</b>	<b>% for Taxes</b>		<b>\$ 278.87</b>
<b>5.00%</b>	<b>% for Profit/Overhead</b>		<b>\$ 399.10</b>
<b>35.00%</b>	<b>% for Labor Burden</b>		<b>\$ 340.20</b>
<b>Total Cost</b>			<b>\$ 9,058.99</b>

Remarks Solid State Traffic Cabinet, Type III Cabinet (USED); 1 @ \$9,050.00

By Dickerson & Bowen, Inc. 2/20/2024  
 Contractor Date

## **CHANGE ORDER NO. 1**

**DATE:** 02/20/24

**SUBJECT:** Change Order No. 1 Scope

**PROJECT:** STREET RESURFACING PROJECT – PHASE 1A

At intersections the vehicle loop detectors were called for: Lamar Street at Fortification Street, Ridgeway Street at Bailey Avenue, and Eminence Row at Bailey Avenue, detection is not working. Just recutting the milled loops will not get the detection functioning again. The cheapest solution is to replace the loops with a Video Vehicle Detection System. For this new system to work, the existing Type 1 Solid State Traffic Actuated Controller will have to be replaced. Also, at the intersection of Ridgeway Street at Bailey Avenue, the Type III Solid State Traffic Cabinet will need to be replaced with a contractor owned used cabinet, Type III Cabinet. Payment for loop detectors that was planned to be made under Pay Item No. 635-A, Vehicle Loop Assembly will be deleted from the project.

Work on the project shall consist of the following:

Solid State Traffic Actuated Controller, Type 1 -

Work shall be consistent with Pay Item 907-632-D001 | Solid State Traffic Actuated Controller, Type 1 | EA

Work shall include replacing the existing controller with a new controller and transferring existing timings to new controller. Price shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. Payment shall be made per each.

Video Vehicle Detection System –

Work shall be consistent with Pay Items

907-643-A005 | Video Vehicle Detection Sensor, Type 1B | EA

907-643-B001 | Video Vehicle Detection Cable | LF

907-643-C002 | Video Vehicle Detection Processor, Type 1 | EA

Equipment shall include a generic fisheye camera and Currux Vision Processor. Price shall include full compensation for installation, system integration, documentation, system software, and testing of a complete video detection sensor site including video camera sensor, the sensor environmental enclosure, attachment hardware and brackets, completion of all testing requirements, warranties and all work, equipment and appurtenances as required to provide and install a complete video detection system. Payment shall be made per each and includes camera, processor, cable, and hardware, brackets, or any other supplemental equipment needed for a fully working system. Payment shall be made per each.

Solid State Traffic Cabinet, Type III Cabinet -

Work shall be consistent with Pay Item 907-632-PP004 | Solid State Traffic Cabinet, Type III Cabinet | EA

Work shall include replacing the existing controller cabinet at the intersection of Ridgeway Street at Bailey Avenue with a used contractor supplied controller cabinet and transferring all needed

equipment from the existing cabinet to the replaced cabinet and wiring replaced cabinet. Work shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. Price shall be full compensation for furnishing, reusing, installing, configuring, wiring, testing, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, removal, disposal, transfer, storage, and/or resetting of components that are existing, all other components included in the traffic signal cabinet, and all equipment, labor, tools, and incidentals necessary to complete the work. Payment shall be made per each.

Removed equipment shall remain the property of the City of Jackson and shall be returned to the city.

54



OFFICE OF THE CITY ATTORNEY  
4/10/24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AGREEMENT WITH WHEELDESTRIAN LIMITED LIABILITY COMPANY FOR THE PURCHASE OF A WHEELDESTRIAN PEDESTRIAN CROSSING SAFETY SYSTEM DEMONSTRATION UNIT**

**WHEREAS**, Wheeldestrian Limited Liability Company (“Wheeldestrian, LLC”) is a Mississippi limited liability company that is affiliated with Mobility Unlimited Technology Worldwide, LLC (MUTW); and

**WHEREAS**, MUTW is the developer of a traffic control system whose purpose is to make intersection crossing safer for persons with disabilities, particularly persons who use a wheelchair for transportation, which traffic control system is marketed under the name Wheeldestrian; and

**WHEREAS**, on or about March 18, 2022, the City and MUTW agreed to a demonstration of the Wheeldestrian system in the City of Jackson; and

**WHEREAS**, the demonstration unit was installed by MUTW’s contractor at a crossing on North State Street directly in front of the main entrance to the University of Mississippi Medical Center on or about March 29, 2022; and

**WHEREAS**, the demonstration unit has been installed at this location since its original installation and now the City would like to purchase the demonstration unit, subject to an inspection of the unit by the City and a representative of either Wheeldestrian Limited Liability Company or MUTW; and

**WHEREAS**, the purchase price of the demonstration unit is \$75,000.00; and

**WHEREAS**, the Purchase Agreement provides that Wheeldestrian, LLC and MUTW shall transfer any existing warranties to the Equipment to the City, that Wheeldestrian, LLC and MUTW warrant that the Equipment shall perform as intended for a period of six months and agree to repair or replace any component of the Equipment which fails at their own expense during this six-month period; and that at the end of the six-month warranty period, the City shall be responsible for the repair and replacement of any failed component of the Equipment.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Purchase Agreement with Wheeldestrian Limited Liability Company for the purchase of a Wheeldestrian pedestrian crossing safety system demonstration unit for an amount not to exceed \$75,000.00.

Item: 54

Date: April 9, 2024

By: Wright, Lumumba



CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 2, 2024  
DATE

POINTS		COMMENTS				
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AGREEMENT WITH WHEELDESTRIAN LIMITED LIABILITY COMPANY FOR THE PURCHASE OF A WHEELDESTRIAN PEDESTRIAN CROSSING SAFETY SYSTEM DEMONSTRATION UNIT				
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	6 Infrastructure and Transportation 7 Quality of Life				
3.	<b>Who will be affected</b>	Pedestrians, particularly wheel chair-bound and other disabled pedestrians, crossing N. State Street at the UMMC main entrance.				
4.	<b>Benefits</b>	Enhances pedestrian safety for the disabled				
5.	<b>Schedule (beginning date)</b>	Payment will be due within 45 days after the inspection, and repairs, if needed, of the demonstration unit.				
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 checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works				
8.	<b>COST</b>	\$75,000.00				
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	372.45.190.6824				
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



**DEPARTMENT OF PUBLIC WORKS**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer

**Date:** April 2, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute an agreement Wheeldestrian Limited Liability Company for the purchase of the Wheeldestrian demonstration unit that has been installed on N. State Street at the main entrance to UMMC for the past two year. The purchase price is \$75,000 and payment is contingent upon an inspection by the parties and the performing of any needed repairs to the equipment by Wheeldestrian.

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  
4/2/24


## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AGREEMENT WITH WHEELDESTRIAN LIMITED LIABILITY COMPANY FOR THE PURCHASE OF A WHEELDESTRIAN PEDESTRIAN CROSSING SAFETY SYSTEM DEMONSTRATION UNIT** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel 

4/2/24

DATE

**PURCHASE AGREEMENT  
BETWEEN  
WHEELDESTRIAN LIMITED LIABILITY COMPANY  
AND  
THE CITY OF JACKSON, MISSISSIPPI**

**WHEREAS**, Wheeldestrian Limited Liability Company (“Wheeldestrian, LLC”) is a Mississippi limited liability company that is affiliated with Mobility Unlimited Technology Worldwide, LLC (MUTW); and

**WHEREAS**, MUTW is the developer of a traffic control system whose purpose is to make intersection crossing safer for persons with disabilities, particularly persons who use a wheelchair for transportation, which traffic control system is marketed under the name Wheeldestrian; and

**WHEREAS**, on or about March 18, 2022, the City of Jackson, Mississippi (CITY) and MUTW agreed to a demonstration of the Wheeldestrian system in the City of Jackson (a copy of the Product Demonstration Terms of Use & Authorization Form is attached as Exhibit A); and

**WHEREAS**, the demonstration unit was installed by MUTW’s contractor at a crossing on North State Street directly in front of the main entrance to the University of Mississippi Medical Center on or about March 29, 2022; and

**WHEREAS**, the successful test of the demonstration unit showed the safety features of the Wheeldestrian technology employed with the demonstration unit, which has resulted in Wheeldestrian being eligible to receive implementation grants through the Safe Streets and Roads for All program of the United States Department of Transportation; and

**WHEREAS**, On August 30, 2022, the City of Jackson declared Wheeldestrian Day, aiming to advance its status as a smart city spearheading initiatives for universal accessibility and this Agreement marks a continuation of the City’s collaboration with Wheeldestrian to spearhead such initiatives; and

**WHEREAS**, the demonstration unit has been installed at this location since its original installation and now the CITY would like to purchase the demonstration unit, subject to an inspection of the unit by the CITY and a representative of either Wheeldestrian Limited Liability Company or MUTW.

**TO-WIT, THIS AGREEMENT** is made and entered into this the ___ day of _____, 2024 by and between the **CITY OF JACKSON, MISSISSIPPI**, a municipal corporation and political subdivision of the State of Mississippi and **WHEELDESTRIAN LIMITED LIABILITY COMPANY**, a Mississippi limited liability company.

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

**1. DESCRIPTION OF EQUIPMENT.** The equipment being sold by Wheeldestrian Limited Liability Company and being purchased by the CITY is shown in the purchase invoice attached hereto as Exhibit B. The equipment shown in the purchase invoice, Exhibit B, is the equipment that was the subject of the product demonstration governed by the Production Demonstration Terms of Use & Authorization Form, Exhibit A, herein after "the Equipment."

**2. TERMS OF AGREEMENT.** Subject to an inspection of the Equipment by representatives of the parties showing the Equipment to be in good working order and performing as it is intended to improve the safety of disabled pedestrians using the crosswalk, the CITY agrees to pay the invoice, Exhibit B, in the amount shown of \$75,000.00, in accordance with Timely Payment for Purchases by Public Bodies, Sections 31-7-301 thru 317 of the Mississippi of the 1972, as amended. In the event, the Equipment does not pass the inspection, Wheeldestrian, LLC or MUTW shall make any repairs necessary to bring it into good working order and perform as it is intended to improve the safety of disabled pedestrians using the crosswalk, prior to the CITY being obligated to pay for the Equipment.

**3. WARRANTIES.** Wheeldestrian, LLC and MUTW shall transfer any existing warranties to the Equipment to the CITY. Wheeldestrian, LLC and MUTW warrant that the Equipment shall perform as intended for a period of six months and agree to repair or replace any component of the Equipment which fails at their own expense during this six-month period. At the end of the six-month warranty period, the CITY shall be responsible for the repair and replacement of any failed component of the Equipment.

**4. INDEPENDENT CONTRACTOR.** CITY and Wheeldestrian, LLC agree that Wheeldestrian, LLC, its affiliates, and its contractors are independent contractors and shall not represent themselves as agents or employees of CITY for any purpose in the performance of their duties under this Agreement. Accordingly, Wheeldestrian, LLC, its affiliates, and its contractors shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of their activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

**5. INDEMNITY.** To the fullest extent permitted by laws and regulations, Wheeldestrian, LLC and MUTW shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or attorneys, and other professionals and costs related to court action) arising out of or resulting from their performance of this Agreement or the actions of Wheeldestrian, LLC and MUTW or their officials, employees, or contractors under this Agreement or under contracts entered into by the them in connection with this Agreement.

**6. GOVERNING LAW.** This Agreement shall be governed by and in accordance with the laws of the State of Mississippi, excluding Mississippi's choice of law rules. All actions relating in any way to this Agreement shall be brought in the appropriate court within the Second Judicial District of Hinds County, Mississippi.

**7. SUCCESSORS AND ASSIGNS.** Wheeldestrian, LLC shall not assign its interest in this Agreement without the written consent of CITY. Neither party has the authority to enter into contracts on behalf of the other party.

**8. COMPLIANCE WITH LAWS.** Wheeldestrian, LLC represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement shall be carried out in strict compliance with all Federal, State, or local laws.

**9. DISPUTE RESOLUTION.** Wheeldestrian, LLC and CITY shall attempt in good faith to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the Wheeldestrian, LLC and the CITY, all litigation shall be commenced in the appropriate court of the Second Judicial District of Hinds County, Mississippi.

**10. CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to Wheeldestrian, LLC for any expenses paid or incurred by CONTRACTOR, except those payments included in this Agreement.

**11. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding between CITY and Wheeldestrian, LLC and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**12. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

**13. EXISTENCE.** CONTRACTOR warrants that it is a business entity duly organized, validly existing, and in good standing under the laws of the State of Mississippi and is duly qualified to do business in the State of Mississippi and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.

**14. CORPORATE AUTHORITY.** By execution hereof, the person signing for Wheeldestrian, LLC below certifies that she has read this Agreement and that she is duly authorized to execute this Agreement on behalf of Wheeldestrian, LLC.

**15. AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All Amendments shall be in writing. Oral changes are expressly prohibited and will not be recognized.

**16. FURTHER ASSURANCES.** Each party hereby agrees to execute all such further instruments and documents, and to take all such further action as any other party may reasonably require to give effect to the provisions and purpose of this Agreement.

**17. AGREEMENT INTERPRETATION.** This Agreement has been freely and fairly negotiated by the parties hereto and has been reviewed and discussed by legal counsel for each of the parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring construction or interpretation against the interest of the party causing this Agreement to be drafted.

**18. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format ("PDF"), Electronic Signature (as defined below) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on the parties. "Electronic Signature" means any symbol or process attached to a document or instrument and executed or adopted by a person with the intent to sign the document or instrument, including, without limitation, any digital representation of a party's signature created by scanning such party's signature or by any electronic signature service such as DocuSign.

{SIGNATURES ON FOLLOWING PAGE}

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Purchase Agreement to be executed by their duly authorized office or agent.

**City of Jackson, Mississippi**

**Wheeldestrian, Limited Liability Company**

By: _____  
Chokwe A. Lumumba  
Mayor

By: _____  
[Signature]

_____  
[Print Name]

_____  
Witness

_____  
[Title]

_____  
Witness





## **Product Demonstration Terms of Use & Authorization Form**

Thank you for partnering with Mobility Unlimited Technology Worldwide (MUTW), LLC for a Product Demonstration of Wheeldestrian™ by MUTW. Mobility Unlimited Technology Worldwide will provide a formal quote for the materials to be included in your Product Demonstration. This form, completed in its entirety, is required to initiate a Product Demonstration, and must be returned to a Mobility Unlimited Technology Worldwide representative prior to the shipment of the demo materials. Outlined below are the terms and conditions for the Product Demonstration including, but not limited to included materials, location, duration, and retail cost of the demo materials. Please contact your Mobility Unlimited Technology Worldwide representative with questions.

1. A member from the Mobility Unlimited Technology Worldwide team will coordinate the delivery of the demo materials with you and provide the anticipated delivery date. A Mobility Unlimited Technology Worldwide team member will regularly check in with you throughout the demo period to verify the materials are installed, how the evaluation is proceeding, your feedback of the demo materials and if you have any other questions.
2. If you would like to purchase the demo materials, a Mobility Unlimited Technology Worldwide representative will put you in touch with an authorized reseller for your territory.
3. If you elect NOT to purchase the demo materials and once Mobility Unlimited Technology Worldwide (or its agent) receives the demo materials back, a full inspection of the materials will be performed. If the demo materials are damaged beyond the specified use of the product, Mobility Unlimited Technology Worldwide will agree to pay the full replacement price of the demo materials that are damaged beyond repair or use.
4. Additionally, if the demo materials are not returned by the conclusion of the Product Demonstration period as specified below; are stolen or lost, Mobility Unlimited Technology Worldwide will agree to pay the full replacement price of the demo materials as noted below, approved credit and terms.
5. All freight charges for the delivery and return of the demo materials are the responsibility of Mobility Unlimited Technology Worldwide as stated below, unless expressly agreed upon in writing. Please be sure to include all original packaging and supplies.
6. Mobility Unlimited Technology Worldwide will cover all fees and expenses related to the product demonstration.
7. To authorize and initiate the Product Demonstration fill out the form below. By signing below, you agree to the Terms and Conditions as stated above for the evaluation of the demo materials supplied to you.



<b>Agency:</b>	City of Jackson, Mississippi Mobility Unlimited Technology Worldwide
<b>Demo Location:</b>	Jackson, Mississippi
<b>Printed Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Demo Materials:</b>	Motor Vehicle Warning Signal, Accessible Push-button Signal, Adaptable Ped Heads (To be determined upon site visit/evaluation)
<b>Retail/Replacement cost:</b>	City of Jackson, MS Cost: <i>Waived</i>
<b>Average demo cost:</b>	Wheeldestrian by MUTW will cover all fees and expenses related to the product demonstration. (Value equal to \$65,000 - \$75,000 ) City of Jackson, MS Cost: <i>Waived</i>
<b>Demo Length (max calendar days):</b>	up to 30 days
<b>Demo period beginning:</b>	February 18, 2022
<b>Demo period ending:</b>	March 18, 2022
<b>Mobility Unlimited Technology Worldwide representative:</b>	Earnest Walker - Site Director Helen Dowdell - CEO Ariyana Woodson - Director of Communications Kalieo Jones- Lead Planning Engineer Darrell Winters - Engineer
<b>Temple Representative:</b>	Adrian Baker
<b>Phone:</b>	706.325.0716
<b>E-mail:</b>	<a href="mailto:info@wheeldestrian.com">info@wheeldestrian.com</a>
<b>Date:</b>	February 8, 2022

If you have any questions before, during, or after the demo period, please contact us for assistance.



Mobility Unlimited Technology Worldwide

## Invoice

*The Future is Right Now!*

**Bill To:** City of Jackson  
219 S President St, Jackson, MS 39201

Delivered to: [fmalembeka@jacksonms.gov](mailto:fmalembeka@jacksonms.gov)

Description	Qty.	Unit Price	Amount
<b>Wheeldestrian Traffic Signal System</b> 24" x 24" x 5"d 1 Message / 1 Way LED Accessible Traffic Signal (Message: Flashing - Wheeldestrian Symbol - white illumination)	4 units	\$7,500	\$30,000
16" x 16" x 5"d 1 Message / 1 Way LED Blank-Out Sign Message: Flashing - Wheeldestrian Symbol - white illumination	8 units	\$5,625	\$45,000
<b>Includes:</b> 4 Site Visits: ADA Consultation Pre and Post Installation Support  (Locations: State and University )	4		Fee Waived
<b>Pilot Program Fee</b> (Discounted 50% equipment and design fees waived)	10		Fee Waived
<b>APS Push Button Stations</b>	8		Fee Waived
<b>Accessible Crossing Signals with Mounting Hardware</b>	3,000 ft.		Fee Waived
<b>IMSA Conductor</b>	1		Fee Waived
<b>Power Panel</b>			
<b>ISA Signs</b>	12		Fee Waived

<b>Technical Assistance</b>			<b>Fee Waived</b>
<b>NOTES:</b>			
1. Message shall be formed by <b>OUTLINE</b> rows of high intensity white LEDs. 2. Message shall flash at a rate of 60 FPM. 3. 120 VAC shall be required for illumination. 4. Dimming option and photocell not included. 5. Top and bottom of housings shall be factory drilled for mounting brackets. <b>Mounting hardware not included.</b> 6. Exterior of sign housings shall be painted semi gloss black enamel Finish.			
<b>Installation fee</b>			<b>Fee Waived</b>

**Make all checks payable to:**

**Mobility Unlimited Technology Worldwide  
 4402 Riverchase Dr Suite 3312  
 Phenix City, AL 36867**

**EIN # 93-1378278**

**Wire Transfers:  
 Arkansas Federal Credit Union  
 Bank ABA Number: 282075028  
 Bank Account Number: 10003486213**

**Payment due upon receipt.**

**For questions regarding this invoice, please contact:  
 Helen Dowdell: Call: 706-325-0716 or email: [helen@wheeldestrian.com](mailto:helen@wheeldestrian.com)**

<b>Total:</b>			<b>\$75,000</b>
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*Thank you for your business.*



55



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INSURANCE SERVICES AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND FISHER BROWN BOTTRELL INSURANCE AGENCY – BRIAN JOHNSON.**

**WHEREAS**, the City of Jackson, Mississippi (“City”) desires to enter into an Insurance Services Agreement; and

**WHEREAS**, Fisher Brown Bottrell Insurance Agency, Inc. – Brian Johnson (“Agent”) submitted a proposal to the City for the provision of said services; and

**WHEREAS**, Agent would be responsible for provision of advisory and consulting services to the City concerning the securing of insurance coverage in the following categories: General Liability, Commercial Auto, Commercial Property, Crime, Boiler & Machinery, Inland Marine, Cyber Liability, and Law Enforcement Liability; and

**WHEREAS**, the Agent will: (1) provide a cost analysis for implementing self-insured retentions for liability lines of coverage \$100K, \$200K, \$250K, and \$300K; (2) serve as Agent of Record for the City of Jackson’s Property and Casualty insurance policies; (3) within sixty (60) days of execution, implement a safety/risk management online training platform for employees; (4) provide limited serve and computer diagnostic services (Technology Solutions Group); and (5) designate a location onsite for loss control visits; and

**WHEREAS**, the Agreement will become effective upon execution by all parties and terminate on November 21, 2024, subject to the right of successive governing bodies to terminate prior to expiration, with the option to terminate upon thirty (30) days written notice by either party to the other, with or without cause; and

**WHEREAS**, no insurance policies shall be procured by Agent without: (1) disclosing the amount of commission, payment arrangement and/or compensation to be paid to the Agent by the insurance company and/or any third-party administrators to the governing authorities; (2) providing all proposals, including companies declining to submit a proposal and why, to the City prior to any selection and/or procurement of any policy; and (2) acquiring express authorization for the procurement of any policy from the governing authorities and spread across its minutes; and

**WHEREAS**, for all services rendered by the Agent under this Agreement, Client shall authorize the Agent to be the Agent of Record for all Property & Casualty insurance policies. For all expenses Agent incurred for the benefit of Client, Agent shall not be reimbursed for any costs or expenses directly by the Client. The commission to Agent will be paid to Agent by insurance providers only.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Insurance Services Agreement with Fisher Brown Bottrell Insurance Agency – Brian Johnson for a term ending September 28, 2024, unless terminated prior to by a successive governing body or for other reasons, at no cost to the City as stipulated above.

Agenda Item # 55  
April 9, 2024  
(D. Martin, Lumumba)



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 MAYOR TO EXECUTE AN INSURANCE SERVICES AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND FISHER BROWN BOTTRELL INSURANCE AGENCY – BRIAN JOHNSON** is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY



_____  
**Catoria Martin, *City Attorney***

_____  
**Date**

**CONTRACTUAL AGREEMENT  
FOR PROFESSIONAL INSURANCE SERVICES**

**THIS AGREEMENT** made and entered into this the ____ day of November, 2023, by and between the City of Jackson, Mississippi (“City”) and Fisher Brown Bottrell Insurance Agency, (“Firm”) for the performance of professional insurance services.

**WITNESSETH:**

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- I. SCOPE OF SERVICES:** The Firm will represent the interest of the City in insurance agency services related to the securing of insurance coverage in the following categories: General Liability, Commercial Auto, Commercial Property, Crime, Boiler & Machinery, Inland Marine, Cyber Liability, and Law Enforcement Liability. For said Insurance Plans, the City authorizes Fisher Brown Bottrell Insurance Agency, Inc. to serve as the insurance agent. The Agent shall serve solely with objectivity and complete loyalty to the insurance interests of the City of Jackson. All decisions related to the City of Jackson’s business shall be made by the City in its sole and absolute discretion, and the City hereby assumes the sole responsibility. Both during and after the term of this Agreement, Agent agrees to preserve and protect any confidential information shared as a result of this Agreement. Upon receipt of proposals, the Agent shall provide a copy of all proposals, including companies who decline submitting a proposal, to the City of Jackson and its governing authorities.
  
- II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on November 21, 2023 and shall expire on November 21, 2024.
  
- III. COORDINATION OF SERVICES:** The Firm shall coordinate the performance of the services to be provided hereunder as needed through the Office of the City Attorney and Risk Management Office and consult with them, when necessary, on specific courses of action.
  
- IV. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the Firm is an independent contractor and that the purchase of professional services is not based on an employer-employee relationship.
  
- V. SPECIFIC PROFESSIONAL:** The Firm shall utilize Brian Johnson and other staff to perform the service required by this Agreement.

## **VI. PAYMENT TERMS:**

Firm will be compensated by insurance companies and/or third-party administrators according to those companies' commission and payment arrangements with Firm. The City shall not pay any compensation or provide any item of value to the Firm for the services provided. For all expenses Firm incurs for the benefit of the City, Firm shall not be reimbursed. Firm's expenses shall include, without limitation, Federal Express, copying, faxing and supplies.

The Firm shall disclose the amount of commission, payment arrangements and/or compensation paid to the Agent by the insurance company and/or any third-party administrators to the governing authorities.

**VII. APPLICABLE LAW:** 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. The Firm shall comply with applicable federal, state and local City of Jackson ordinances, laws and regulations.

**VIII. 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.

**IX. 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 Firm 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.

**X. EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Firm agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

**XI. 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.

- IX. NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Firm named herein. Said Firm understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
- XII. 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.
- XIII. 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.
- XIV. REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Firm represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Firm represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
- XV. 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.
- XVI. 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 Firm shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

**IN WITNESS WHEREOF,** the parties have executed this Agreement to be effective as of

**October 13, 2021.**

The City of Jackson, Mississippi

Fisher Brown Bottrell Insurance Agency

By: _____  
Mayor Chokwe Antar Lumumba

By: _____  
Brian Johnson

cc: City Attorney, Catoria Martin

56



**ORDER AUTHORIZING THE CITY OF JACKSON TO RATIFY SERVICES PROVIDED BY GET-COMM FOR THE INSTALLATION OF CABLE FOR THE OFFICE OF THE CLERK OF COUNCIL.**

**WHEREAS**, the Office of the Clerk of Council solicited a quote from Get-Comm, Inc. for the installation of network cables to support the productivity of its staff members for the City of Jackson; and

**WHEREAS**, Get-Comm, Inc., with its principal office located at 141 E. Center Street, Canton, MS 39046, submitted a quote for "Cat 6e cable run (3 drops and panduit needed)" for One Thousand One Hundred Dollars and No Cents (\$1,100.00); and

**WHEREAS**, the Office of the Clerk of Council represents that Get-Comm, Inc. satisfactorily performed work in the amount of One Thousand One Hundred Dollars and No Cents \$1,100.00 to install network cables; and

**WHEREAS**, the Office of the Clerk of Council recommends that the governing authorities accept the quote and work performed by Get-Comm, Inc., and authorize payment in the amount of One Thousand One Hundred Dollars and No Cents (\$1,100.00).

**IT IS THEREFORE, ORDERED** that the acceptance of services from Get-Comm, Inc., to the City of Jackson, Office of the Clerk of Council is hereby ratified, and payment in the amount of One Thousand One Hundred Dollars and No Cents (\$1,100.00) for the provision of network cables is authorized.

Agenda Item 56  
April 9, 2024  
(S.Jordan, Banks)

FILED BY THE CITY ATTORNEY  
4/12/24



# GET COMM

## Quote

**Date** 1/30/2024  
**Valid Until** 2/30/2024  
**Quote #** 655658  
**Project Name** cabling

<b>Customer</b>	City of Jackson	<b>Prepared By</b>	
<b>Contact</b>	Shanekia Jordan	<b>Name</b>	Sale Dept.
<b>Customer</b>	City of Jackson	<b>Organization</b>	Get-comm
<b>Address</b>	219 South President St.	<b>Address</b>	141 E Center St.
<b>City,St,Zip</b>	Jackson, MS 39205	<b>City,St,Zip</b>	Canton, MS, 39046
<b>Phone</b>	601-960-2387	<b>Phone</b>	601-740-0903
<b>Fax</b>		<b>Fax</b>	601-407-6401
<b>Email</b>	<a href="mailto:shanekiam@jacksonms.gov">shanekiam@jacksonms.gov</a>	<b>Email</b>	<a href="mailto:sales@get-comm.com">sales@get-comm.com</a>

Model Number	Description	quantity	cost	Total cost
	<b>Cabling quote</b>			

<b>Cable124</b>	<b>Cat 6e cable run (3 drops and panduit needed)</b>	<b>1</b>	<b>\$1,100.00</b>	<b>\$1,100.00</b>
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**Name**  
Get-Comm, Inc

**Name Type**  
Legal

**Business Information**

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	996385
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	02/23/2012
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	141 E. Center Street Canton, MS 39046

**Registered Agent**

**Name**  
William C Parker  
5380 I 55 North, Suite 103  
Jackson, MS 39211

**Officers & Directors**

<b>Name</b>	<b>Title</b>
George Trim 207 Deerfield Club Dr Canton, MS 39046	Director, 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

4/2/24 THE CITY ATTORNEY SUM

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE CITY OF JACKSON TO RATIFY SERVICES PROVIDED BY GET-COMM FOR THE INSTALLATION OF CABLE FOR THE OFFICE OF THE CLERK OF COUNCIL** is legally sufficient for placement in NOVUS Agenda.

*Drew M. Martin*

**Drew Martin, City Attorney**

**Sondra Moncure, Deputy City Attorney** *Sum*

*4/2/24*

**Date**

57



**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE SOUTH JACKSON PARADE AND FESTIVAL. (GRIZZELL)**

**WHEREAS**, the Association of South Jackson Neighborhoods (ASJN) was originally organized at Citizens Southwest in 1979 with an overall goal of enhancing the quality of life for all citizens of South Jackson; and

**WHEREAS**, ASJN proudly presents the 5th Annual South Jackson Parade and Festival to be held on April 13, 2024; and

**WHEREAS**, the purpose of the parade and festival is to give government, businesses, schools, and churches, as well as individuals the opportunity to get to know each other on a more personal level; and

**WHEREAS**, this event is also an occasion to join forces to reduce crime and enjoy a day of fun filled family events; and

**WHEREAS**, previously civic groups, neighborhood associations, businesses, local and state officials, law enforcement, sports teams, marching bands, and vendors have all participated in this event and look forward to once again joining ASJN and the rest of the community to have a grand celebration.

**THEREFORE, IT IS HEREBY RESOLVED**, that the City of Jackson is hereby authorized to support the Association of South Jackson Neighborhoods (ASJN) in its 5th Annual South Jackson Parade and Festival. .

**SO RESOLVED**, this the 9th day of April, 2024.

**Agenda Item No. 57**  
**Date: April 9, 2024**  
**(Grizzell)**



58





**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
IMPLEMENTING A SALARY INCREASE FOR THE JACKSON POLICE  
DEPARTMENT PAYING THE POLICE OFFICERS HIGHER THAN ANY  
OTHER POLICE AGENCY IN THE REGION.**

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

**WHEREAS**, the city council of Jackson, Mississippi recognizes the dedication and sacrifice of the Jackson Police Department in serving and protecting the residents of the City of Jackson; and

**WHEREAS**, it is imperative that we attract and retain the best and most qualified individuals to serve on the Jackson Police Department; and

**WHEREAS**, competitive salaries are essential in recruiting and retaining top talent in law enforcement.

**THEREFORE, IT IS HEREBY** ordered that the city council of Jackson, Mississippi hereby implement a pay increase for the Jackson Police Department paying the police officers higher than any other police agency in the region.

Agenda Item # 58  
April 9, 2024  
(Stokes)