

**REVISED**



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

**May 21, 2024  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **REVEREND KENNETH THRASHER OF APOSTOLIC WORSHIP CENTER CHURCH, WARD 5.**

**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. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE – PARCEL #837-166-2 – \$6,438.00 – WARD 5 (KEETON, LUMUMBA)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE**

**CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-77 LOCATED AT 2441 GLENN STREET – PARCEL #208-45 – \$6,660.00 (WARD 5) (KEETON, LUMUMBA)**

5. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 9, 2024 FOR THE FOLLOWING CASES:**

23-1209	23-1035	23-23	22-2048	24-166	23-1472	23-92
23-2130	23-2737	23-21	24-274	24-163	23-2850	23-1494
23-670	23-2735	23-20	24-34	23-2575	23-1507	24-365

6. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 12, 2024 FOR THE FOLLOWING CASES:**

22-1503	23-197	23-279	24-325	23-839	22-1319	22-1262
23-2420	23-196	23-2256	23-1455	24-100	23-174	24-235
22-104	22-2514	23-1376	22-509	23-2777	24-228	
22-2532	23-2782	24-322	23-844	23-1653	24-233	

7. **ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT. (D.MARTIN, LUMUMBA)**
8. **APPROVAL OF THE APRIL 23, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**

#### **INTRODUCTION OF ORDINANCES**

##### **ADOPTION OF ORDINANCE**

9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE JACKSON POLICE DEPARTMENT TO IMPOUND AND THE CITY OF JACKSON TO ACQUIRE TITLE TO ANY VEHICLES INVOLVED IN DRIVE-BY SHOOTINGS IN THE CITY OF JACKSON. (STOKES)**

##### **REGULAR AGENDA**

10. **CLAIMS (MALEMBEKA, LUMUMBA)**
11. **PAYROLL (MALEMBEKA, LUMUMBA)**
12. **ORDER REAPPOINTING SUSAN GARRARD TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE ATTRACTIONS**

**INDUSTRY REPRESENTATIVE. (LUMUMBA)**

13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON. (MALEMBEKA, LUMUMBA)**
14. **ORDER AUTHORIZING PAYMENT TO AUTOMATION DESIGNS & SOLUTIONS, INC, FOR TWO FINGERPRO ID KISOK SYSTEMS TO SUPPORT THE JACKSON POLICE DEPARTMENT'S IDENTIFICATION SYSTEM. (WADE, LUMUMBA)**
15. **ORDER AUTHORIZING THE DEPARTMENT OF INFORMATION TECHNOLOGY TO PROCURE A CREDIT CARD PURCHASING SYSTEM PROVIDED BY GLOBAL PAYMENTS DIRECT, INC. AND ACCEPTING THE CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES. (REID, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY. (REID, LUMUMBA)**
17. **ORDER REQUESTING RATIFICATION OF PREVIOUSLY PERFORMED SECURITY MONITORING SERVICES PERFORMED AT THE GROVE PARK GOLF COURSE AND APPROVING PAYMENT TO SAFEWATCH SECURITY SYSTEMS. (MUHAMMAD, LUMUMBA)**
18. **ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY AND APPROVING PAYMENT TO LADD'S GOLF & TURF LLC FOR COMPLETED SERVICING AND REPAIRS TO A CITY OWNED JACOBSEN LF570 MOWER, LOCATED AT THE PETE BROWN GOLF FACILITY, TOTALING THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08) (MUHAMMAD, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM. (KEETON, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY. (D.MARTIN, LUMUMBA)**
21. **ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY'S FISCAL YEAR 2023-2024 BUDGET. (D.MARTIN, LUMUMBA)**
22. **ORDER AUTHORIZING THE PAYMENT OF SUBSCRIPTION FEES TO LINKEDIN TO PROMOTE JOB OPENINGS FOR THE OFFICE OF THE CITY ATTORNEY. (D.MARTIN, LUMUMBA)**
23. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D.MARTIN, LUMUMBA)**

24. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
25. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI APPROVING AN EMPLOYMENT AGREEMENT FOR THE JACKSON POLICE CHIEF, ASSISTANT CHIEF OF POLICE AND JACKSON FIRE CHIEF. (STOKES)**
26. **RESOLUTION OF THE JACKSON CITY COUNCIL ENCOURAGING THE CITY OF JACKSON'S DEPARTMENT OF PLANNING AND DEVELOPMENT TO ISSUE A 90-DAY WARNING TO AVOID UNNECESSARY VIOLATIONS AND ENSURE PROPER ADVERTISEMENT IS SENT TO THE PUBLIC ON HOW TO USE NEW METER KIOSKS. (STOKES)**
27. **ORDER AUTHORIZING THE MAYOR TO REAPPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (LUMUMBA)**

#### **DISCUSSION**

28. **DISCUSSION: BED BUGS (STOKES)**
29. **DISCUSSION: LARKSPUR STREET (STOKES)**
30. **DISCUSSION: CURRENT FUNDING TO DEMOLISH BUILDINGS & CLEAN UP VACANT LOTS (HARTLEY)**
31. **DISCUSSION: ABANDONED PROPERTIES (FOOTE)**
32. **DISCUSSION: WEST COUNTYLINE (LEE)**
33. **DISCUSSION: PAVED STREET & POT HOLE REPAIR (BANKS)**
34. **DISCUSSION: PUBLIC WORKS DIRECTOR & CITY ENGINEER (BANKS)**

#### **PRESENTATION**

#### **PROCLAMATION**

#### **RESOLUTIONS**

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

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

#### **ANNOUNCEMENTS**

#### **ADJOURNMENT**

#### **AGENDA ITEMS IN COMMITTEE**

# Consent

# Agenda



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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE – PARCEL #837-166-2 – \$6,438.00 – WARD 5 (KEETON, LUMUMBA)**

**WHEREAS**, on May 23, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 28, 2023 for case #CE-22-116 located at 2343 Hickory Drive parcel #837-166-2 in Ward 5 of the City of Jackson; and

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

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

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

**WHEREAS**, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2343 Hickory Drive in an amount not to exceed \$6,438.00; and

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

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

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

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

**04/11/2024**  
**DATE**

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	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.	<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. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>					
3.	<b>Who will be affected</b>	All City of Jackson residents.					
4.	<b>Benefits</b>	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.	<b>Schedule (beginning date)</b>	To be determined pending execution of contract.					
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Ward 5					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION					
8.	<b>COST</b>	\$ 6,438.00					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	General Funding (001-444-70-6446)					
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



Memo

To: Chokwe Lumumba, Mayor

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

Date: 4/11/2024

Re: Agenda Item

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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-22-116

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  
Jm 4-29-24

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE-PARCEL #837-166-2- \$6,438.00- WARD 5 (KEETON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Bridgette Morgan, Deputy City Attorney

4/30/24

Date

4



OFFICE OF THE CITY ATTORNEY  
Dec 4-30-24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-77 LOCATED AT 2441 GLENN STREET – PARCEL #208-45 – \$6,660.00 (WARD 5) (KEETON, LUMUMBA)**

**WHEREAS**, the State of Mississippi received 2441 Glenn Street due to delinquent taxes;  
and

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

**WHEREAS**, on March 8, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-77 located at 2441 Glenn Street parcel #208-45 in Ward 5 of the City of Jackson; and

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

**WHEREAS**, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2441 Glenn Street for the sum of \$6,660.00; and

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

**IT IS THEREFORE ORDERED** that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2441 Glenn Street deemed to be a menace to public health, safety, and welfare;

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$6,660.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

Consent Agenda Item # 4  
May 21, 2024  
(Keeton, Lumumba)

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

4/9/2024  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	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.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	<b>Who will be affected</b>	All City of Jackson residents.	
4.	<b>Benefits</b>	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.	<b>Schedule (beginning date)</b>	To be determined pending execution of contract.	
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"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	<b>COST</b>	\$6,660.00	
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	<b>EBO participation</b>	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:** 4/9/2024

**Re:** Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc., for the demolition and removal of 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-22-77.

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  
Km 4-24-28

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-77 LOCATED AT 2441 GLENN STREET- PARCEL #208-45- \$6,660.00 (WARD 5) (KEETON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Bridgette Morgan, Deputy City Attorney

4/30/24

Date

5



**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 9, 2024 FOR THE FOLLOWING CASES:**

23-1209	23-1035	23-23	22-2048	24-166	23-1472	23-92
23-2130	23-2737	23-21	24-274	24-163	23-2850	23-1494
23-670	23-2735	23-20	24-34	23-2575	23-1507	24-365

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

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

**WHEREAS**, hearings were held on April 9, 2024; and

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

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

- 1) **Case #23-1209: Parcel #421-115** located at 3348 Nashville St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 2) **Case #23-2130: Parcel #621-28** located at 3133 Benson Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 3) **Case #23-670: Parcel #833-249** located at 1653 Chapman Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 4) **Case #23-1035: Parcel #628-413** located at 1636 Smallwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 5) **Case #23-2737 Parcel #628-39** located at 2847 Woodside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 6

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

- 6) **Case #23-2735: Parcel #207-134** located at 175 Kimbrough Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 7) **Case #23-23: Parcel #615-67** located at 2864 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 8) **Case #23-21: Parcel #619-134** located at 2939 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 9) **Case #23-20: Parcel #619-131** located at 2957 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 10) **Case #22-2048: Parcel #645-453** located at 367 Elms Court Cir.: After hearing testimony from Deangelo Gordon, hearing officer recommends that the property be held in abeyance for seven (7) days. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 11) **Case #24-274: Parcel #433-8** located at 204 Robinhood Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 12) **Case #24-34: Parcel #527-572** located at 845 Berwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

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

- 13) **Case #24-166: Parcel #433-286** located at 4456 N. State St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 14) **Case #24-163: Parcel #212-24** located at 1922 Belvedere Dr.: After hearing testimony from Jeraldine Young, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Jeraldine Young shall be afforded fifteen (15) days until April 24, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 15) **Case #23-2575: Parcel #427-96** located at 743 Hickory Ridge Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 16) **Case #23-1472: Parcel #429-386** located at 138 Del Rio St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 17) **Case #23-2850: Parcel #56-67-1** located at 224 Taylor St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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



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

- 18) **Case #23-1507: Parcel #51-28** located at 506 Taylor St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 19) **Case #23-92: Parcel #822-167** located at 4914 Sunnybrook Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 20) **Case #23-1494: Parcel #611-319** located at 3703 Gretchen St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 21) **Case #24-365: Parcel #698-122** located at 1131 Mclean St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

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

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

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

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

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

AGENDA \_\_\_\_\_

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/11/24  
DATE

	<b>P O I N T S</b>	<b>C O M M E N T S</b>																														
1.	<b>Brief Description/Purpose</b>	This is Community Improvement regular agenda item for the City Council authority to clean private property.																														
2.	<b>Public Policy Initiative</b> <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. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																														
3.	<b>Who will be affected</b>	All City of Jackson residents																														
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																														
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																														
6.	<b>Location:</b> <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>	CITYWIDE																														
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>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																														
8.	<b>COST</b>	To be determined pending execution of contracts.																														
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	GENERAL FUNDING																														
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">%</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">no</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	%	WAIVER	yes	no	N/A	AABE	%	WAIVER	yes	no	N/A	WBE	%	WAIVER	yes	no	N/A	HBE	%	WAIVER	yes	no	N/A	NABE	%	WAIVER	yes	no	N/A
ABE	%	WAIVER	yes	no	N/A																											
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HBE	%	WAIVER	yes	no	N/A																											
NABE	%	WAIVER	yes	no	N/A																											

## **MEMORANDUM**

**TO:** Mayor Choke A. Lumumba

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

**From:** Community Improvement  
Planning and Development

**DATE:** April 11, 2024

**Re:** Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

OFFICE OF THE CITY ATTORNEY  
Jm - 4/29/24

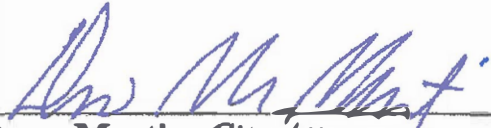

Office of the City Attorney

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 DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 9, 2024 FOR THE FOLLOWING CASES: 23-1209 23-2130 23-670 23-1035 23-2737 23-2735 23-23 23-21 23-20 22-2048 24-274 24-34 24-166 24-163 23-2575 23-1472 23-2850 23-1507 23-92 23-1494 24-365 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, *City Attorney*  
Bridgette Morgan, *Deputy City Attorney* 

4/30/24  
Date



6





OFFICE OF THE ATTORNEY GENERAL  
3/29/24

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 12, 2024 FOR THE FOLLOWING CASES:**

22-1503	23-197	23-279	24-325	23-839	22-1319	22-1262
23-2420	23-196	23-2256	23-1455	24-100	23-174	24-235
22-104	22-2514	23-1376	22-509	23-2777	24-228	
22-2532	23-2782	24-322	23-844	23-1653	24-233	

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

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

**WHEREAS**, hearings were held on March 12, 2024; and

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

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

- 1) **Case #22-1503: Parcel #212-23** located at 1932 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 2) **Case #23-2420: Parcel #210-101** located at 2544 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 3) **Case #22-104: Parcel #425-545** located at 3535 Mosely Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 4) **Case #22-2532: Parcel #70-18-7** located at 280 E. Fortification St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 5) **Case #23-197 Parcel #59-7** located at 139 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

- 6) **Case #23-196: Parcel #59-6-1** located at 147 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

- 7) **Case #22-2514: Parcel #59-15** located at 149 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

- 8) **Case #23-2782: Parcel #721-341** located at 5109 Pennswood Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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

- 9) **Case #23-279: Parcel #56-22-13** located at 235 Decelle St.: After hearing testimony from Don Causey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Don Causey shall be afforded ninety (90) days until June 10, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 10) **Case #23-2256: Parcel #427-176** located at 4122 Liberty Hill Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 11) **Case #23-1376: Parcel #430-8-16** located at 3725 Northhaven Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 12) **Case #24-322: Parcel #116-135** located at 143 Georgia Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 13) **Case #24-325: Parcel #116-158** located at 227 Georgia Ave.: After hearing testimony from Mahalia Ward, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Mahalia Ward shall be afforded fourteen (14) days until March 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 14) **Case #23-1455: Parcel #101-122-16** located at 2947 Bishop St.: After hearing testimony from Alvin Day & Larry Lacey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Alvin Day & Larry Lacey shall be afforded thirty (30) days until April 11, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 15) **Case #22-509: Parcel #422-199** located at 1024 W. Mayes St.: After hearing testimony from Luther Baldrige Jr. & Artie Daniel, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Luther Baldrige Jr. & Artie Daniel shall be afforded fourteen (14) days until March 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 16) **Case #23-844: Parcel #421-248** located at 1323 W. Mayes St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 17) **Case #23-839: Parcel #421-309** located at 3126 Livingston Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a

menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 18) **Case #24-100: Parcel #125-40** located at 160 Kolb St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 19) **Case #23-2777: Parcel #163-78** located at 1420 Cox St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 20) **Case #23-1653: Parcel #643-48** located at 3864 Faulk Blvd.: After hearing testimony from Nnamdi Cummings, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Nnamdi Cummings shall be afforded fourteen (14) days until March 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris.

- 21) **Case #22-1319: Parcel #126-71** located at 316 Eastview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

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

- 22) **Case #23-174: Parcel #820-44** located at 1618 Reddix St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris.

- 23) **Case #24-228: Parcel #59-10-10** located at 1610 N. Mill St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 24) **Case #24-233: Parcel #77-28** located at 502 N. Mill St. Unit 14: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 25) **Case #22-1262: Parcel #73-39** located at 757 N. Mill St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 7

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

- 26) **Case #24-235: Parcel #86-14** located at 218 N. Mill St.: After hearing testimony from Farice Daigle, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Farice Daigle shall be afforded fourteen (14) days until March 26, 2024 to cure the violations by completing the scope of work. If there

is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

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

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

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AGENDA \_\_\_\_\_

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8.	<b>COST</b>	To be determined pending execution of contracts.																														
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING																														
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td 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%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
AABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											



## **MEMORANDUM**

**TO:** Mayor Choke A. Lumumba

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

**From:** Community Improvement  
Planning and Development

**DATE:** March 26, 2024

**Re:** Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

OFFICE OF THE CITY ATTORNEY  
DM 4/29/24

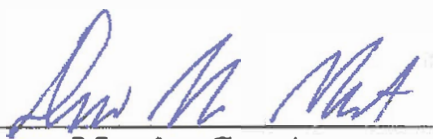
Office of the City Attorney

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 DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE MENANCE TO PUBLIC, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARING HELD MARCH 12, 2024 FOR THE FOLLOWING CASES: 22-1503 23-2420 22-104 22-2532 23-197 23-196 22-2514 23-2782 23-279 23-2256 24-322 24-325 23-1455 22-509 23-844 23-839 24-100 23-2777 23-1653 22-1319 23-174 24-228 24-233 22-1262 24-235 23-1376 is legally sufficient for placement in NOVUS Agenda.**

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Kristie Metcalfe, Deputy City Attorney

  
\_\_\_\_\_

4/30/24  
\_\_\_\_\_  
Date

7



**ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT.**

**IT IS HEREBY ORDERED** by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$3,145.09 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle SUV-0087 on July 25, 2023.

*[Handwritten Signature]*  
OFFICE OF THE CITY ATTORNEY

04/16/2024  
{TBP}

Consent Agenda Item # **7**  
May 21, 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

*Carrie Johnson*  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

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This ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda.

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

*4/29/24*  
\_\_\_\_\_  
DATE

*Carrie Johnson*  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney *f.c.m.*

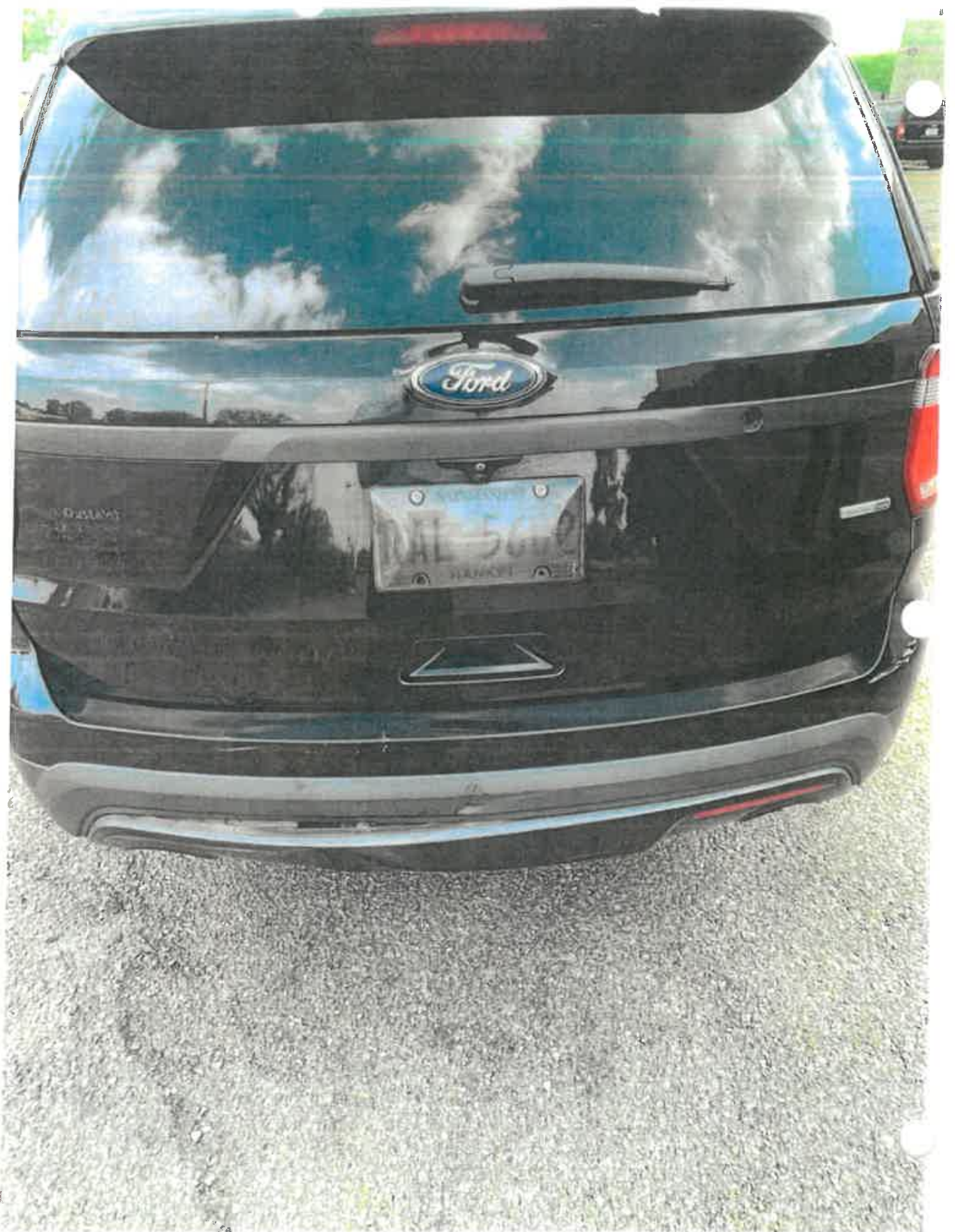
*4/24/24*  
\_\_\_\_\_  
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/16/2024

DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$3,145.09						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	EBO participation	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>









8



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

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**BE IT REMEMBERED** that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on April 23, 2024, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

\*\*\*\*\*

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

\*\*\*\*\*

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

\*\*\*\*\*

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

\*\*\*\*\*

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

\*\*\*\*\*

The following announcements were provided to open the meeting:

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

\*\*\*\*\*

The following individuals provided public comments during the meeting:

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

\*\*\*\*\*

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

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

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

106

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scope of Work: Remove trash and debris.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scope of Work: Remove trash and debris.

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

Scope of Work: Remove trash and debris.

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

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

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

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

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

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

Nays – None.

Absent – None.

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

Scope of Work: Remove trash and debris.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scope of Work: Remove trash and debris.

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

Scope of Work: Remove trash and debris.

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

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

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

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

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

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

Nays – None.

Absent – None.

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

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

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

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

Nays – None.

Absent – None.

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There came on for Introduction Agenda Item No. 6:

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

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

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

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

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

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

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

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

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

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

**Section 1 – Assessment**

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

**Section 2 – Findings**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 2 – Findings**

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

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

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

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

Nays – None.

Absent – None.

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There came on for Adoption Agenda Item No. 7:

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

\* \* \* \* \*

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

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

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

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

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

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

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**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



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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**President Banks** recognized **Assistant Chief Vincent Grizzell, Jackson Police Department, Drew Martin, City Attorney** and **Chief Joseph Wade, Jackson Police Department** who provided a brief overview of said item.

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

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

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**ORDER APPROVING CLAIMS NUMBER 30145 to 30209 APPEARING AT PAGES 1 TO 27 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,458,849.16 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30145 to 30209 appearing at pages 1 to 27, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,458,849.16 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

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

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

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

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

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

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

Nays – Hartley and Stokes.

Absent – None.

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

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

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

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION		Donee #:
Mississippi Office of Surplus Property (State Agency for Surplus Property (SASP))		NEW <input type="checkbox"/> UPDATED <input type="checkbox"/>
Office/Warehouse: 3147 Hwy. 468 W. Pearl, MS. 39208 Mailing: PO Box 5778 Jackson, MS. 39288 Point of contact: <a href="mailto:Nichole.Alexander@dfa.ms.gov">Nichole.Alexander@dfa.ms.gov</a> or call (601)939-2050		
Organization:	Physical Address (Street Address, City, State and Zip)	Mailing Address/PO Box
Primary Contact: Title	EIN Number	County
Phone w/Area Code: Fax w/Area Code: Email:	Website:	
Please choose <b>one</b> among the following (Public Agency, Nonprofit Organization, SEA, VSO, or SBA) which <b>best</b> describes your entity:		
<b>Public Agency or Nonprofit Organization:</b> These are tax supported entities or (primarily) educational/health nonprofit programs— See below and Section 549(c)(3) of title 40, United States Code for a more expansive list. Such programs can acquire both civilian agency and DOD property. Property must be placed into use within 12 months and then used for a specific time period depending on the item type.		
<input type="checkbox"/> <b>Public Agency *</b> <b>Purpose of your public agency:</b> <input type="checkbox"/> Conservation <input type="checkbox"/> Economic Development <input type="checkbox"/> Public Education G <input type="checkbox"/> Public Health G <input type="checkbox"/> Parks & Recreation <input type="checkbox"/> Public Safety <input type="checkbox"/> Program for Older Americans <input type="checkbox"/> Local, City County or State Government <input type="checkbox"/> Public Airport <input type="checkbox"/> Indian Tribe, Band, Group or Pueblo <input type="checkbox"/> Volunteer Fire/Rescue Squads C <input type="checkbox"/> Public Purposes- Multiple services such as above H	<input type="checkbox"/> <b>Nonprofit Organization **</b> <b>Purpose of your nonprofit:</b> <input type="checkbox"/> Medical Institution B <input type="checkbox"/> Hospital B <input type="checkbox"/> Clinic B <input type="checkbox"/> Health Center B <input type="checkbox"/> Outpatient Facility B <input type="checkbox"/> Program for Older Americans D <input type="checkbox"/> Provider of Assistance to Homeless A <input type="checkbox"/> Provider of Assistance to Impoverished A <input type="checkbox"/> School, College or University B <input type="checkbox"/> School for Persons with Disabilities B <input type="checkbox"/> Educational Institution B <input type="checkbox"/> Child Care Center B <input type="checkbox"/> Educational Radio/TV Station E <input type="checkbox"/> Museum F <input type="checkbox"/> Library B <input type="checkbox"/> Alcohol/Drug Abuse Treatment Centers B	
* All public agencies must provide <b>proof of public agency status</b> . ** All nonprofits must provide an <b>IRS 501(c) ruling</b> . State tax exempt forms are <b>not</b> acceptable. All public agencies and nonprofits must provide financial information— basic budget information, funding sources, etc. A Must provide letter from a public official certifying that those receiving services are <b>primarily</b> homeless or impoverished. B Must provide evidence of either <b>licensing</b> (recognition or approval by appropriate State or local authority; <b>accreditation</b> (approved by a recognized regional, state, or national board); or <b>approval</b> (recognition and approval by State Department of Health or Education; or other appropriate authority). C Must provide evidence of public funding and/or legislative authority; must also provide evidence of approval by proper government authority. D Must provide evidence of funding under the Older Americans, Social Security, Economic Opportunity, or Community Services Block Grant Act. E Must provide proof of Federal Communications Commission (FCC) licensing. F Must sign attached museum access agreement. G Public health and educational "institutions" must provide evidence of either <b>licensing</b> (recognition or approval by appropriate State or local authority); <b>accreditation</b> (approved by a recognized regional, state or national board); or <b>approval</b> (recognition and approval by State Department of Health or Education, or other appropriate authority). H Please contact the SASP for instructions on whether it is best to submit a separate application for each public program managed.		
<b>Note: All applicants whose eligibility is dependent on any type of licensing, accreditation, approval, or annual funding, must provide evidence of such upon expiration/renewal to ensure continuing eligibility.</b>		
<input type="checkbox"/> <b>Service Educational Activity (SEA):</b> These are programs of special interest to the Armed Services and DOD. See Section 549(d) of Title 40, USC. SEAs include American National Red Cross, Boy/Girl Scouts, Little League Baseball, United Service Organization, Young Marines, and many others. For a complete listing of SEAs, view DOD's 4160.21-M manual (Sections 6-4 through 6-22 and Attachment 6.1-1 & 2). SEAs can <b>only</b> acquire DOD property and <b>must</b> provide <b>proof of approval as an SEA</b> .		
<input type="checkbox"/> <b>Veteran Service Organization (VSO):</b> These are organizations recognized by the VA that provide services to veterans. <b>VSOs include the American Legion, AMVETS, Marine Corps League, Veterans of Foreign Wars, and many others.</b> For a complete listing, visit <a href="https://www.va.gov/ogc/recognizedvsos.asp">https://www.va.gov/ogc/recognizedvsos.asp</a> . VSOs can acquire <b>both</b> civilian agency and DOD property. <b>VSOs are not required to be nonprofit to be eligible, but must provide proof of approval as a VSO and a written statement certifying that at least 33% of its members are veterans.</b>		
<input type="checkbox"/> <b>Small Business Administration (SBA) Activity:</b> These are designated by SBA as 8a Business Development (BD) activities. SBAs can acquire both civilian agency and DOD property and <b>must provide written verification (letter or email) of your status from SBA</b> . SASPs may verify 8a BD status at <a href="https://web.sba.gov/dsbs/search/dsp_dsbs.cfm">https://web.sba.gov/dsbs/search/dsp_dsbs.cfm</a> .		
<input type="checkbox"/> <b>Veteran Owned Small Business (VOSB):</b> These are businesses certified by the VA. VOSBs can acquire both civilian agency and DOD property. SASPs may verify VOSB status at <a href="https://www.vip.vetbiz.va.gov/government-home/">https://www.vip.vetbiz.va.gov/government-home/</a> . Do you have VOSB certification in any other state? <input type="checkbox"/>		
<input type="checkbox"/> <b>RISE Act Participants:</b> Reserved		
<b>Note: If your organization was not listed above and you wish to further discuss, please contact the SASP at: (601)939-2050</b>		

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

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

If more space is needed, proceed to Page 5.

**Authorized Representative Listing:** Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

<b>Printed Name</b>	<b>Title</b>	<b>Phone Number (Include Area Code)</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Email Address</b>	<b>Date (MM/DD/YYYY)</b>	<b>Signature</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Printed Name</b>	<b>Title</b>	<b>Phone Number (Include Area Code)</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Email Address</b>	<b>Date (MM/DD/YYYY)</b>	<b>Signature</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Printed Name</b>	<b>Title</b>	<b>Phone Number (Include Area Code)</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Email Address</b>	<b>Date (MM/DD/YYYY)</b>	<b>Signature</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To include additional representatives, proceed to Page 5.

**Museum Access Agreement (Museum Applicants only):**

As part of the Federal Surplus Property Donation Program, "museums"—pursuant to Section 23 of Public Law 114-287 and Federal Management Regulation (FMR) Part 102-37—agree that from an operational standpoint toward fulfilling the museum's mission and function for the general public that the museum will: Accede to any request submitted for access during typical "business" hours, interpreted here to be approximately 9:00am to 4:00pm, Monday through Friday—although a reasonable variation from these hours may be considered due to individual circumstances (e.g. location of museum requiring strict business hours that deviate from the aforementioned time parameter).

Print Name and Title of Head Authorized Museum Official	Date (MM/DD/YYYY)	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

If more space is needed, proceed to Page 5.

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

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

**(a) THE DONEE CERTIFIES THAT:**

- (1) It is a public agency or a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue Code of 1954 within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area and one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution or for permanent use outside the State, except with prior written approval of the SASP.
- (3) Funds are available to pay all costs and charges incident to donation, including but not limited to shipping fees, repairs, costs relating to making a donated item serviceable.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus property issued under title VI of the Civil Rights Act of 1964, Section 606 of title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, title IX of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination Act of 1975.

**(b) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:**

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued to be used for such purpose(s) for a minimum of 1 year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the SASP and, at the donee's expense, return such property to GSA or SASP, otherwise make the property available for transfer or other disposal by the SASP, provided the property is still usable as determined by the SASP.
- (2) Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and, upon demand, the donee shall release such property to such persons as GSA or its designee shall direct.

**(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE IN LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**

- (1) The property shall be used only for the purpose(s) for which acquired, and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purposes(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not used as required by c (1) and (2), and Federal restrictions (b)(1) and (b)(2) and (f) have expired, then title and right to the possession of such property shall at the option of the SASP revert to the SASP and the donee shall release such property to such persons as the SASP shall direct.

**(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:**

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b), (c), and (f), remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under (b), (c), and (f), or the SASP under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the SASP, shall be remitted promptly by the donee to GSA or the SASP, as the case may be.
- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), and (f) remain in effect, without the prior approval of GSA or the SASP, the donee, at the option of GSA or the SASP shall pay to GSA or the SASP, as the case may be, the proceeds of the disposal of the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the SASP.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the SASP, and shall, as directed by the SASP, return the property to the SASP, release the property to another donee, or another SASP, or to a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the U.S. Government.
- (4) The donee shall make reports to the SASP on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the SASP. The SASP reserves the right to, at its discretion, conduct on-site, virtual, telephonic, written reviews of property acquired for use to ensure the donee is properly utilizing the property and following all applicable program rules.
- (5) At the option of the SASP, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of an amount determined by the SASP in conjunction with GSA.

**(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:**

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, as well as the SASP will be held harmless from any or all debts, liabilities, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, GSA or the SASP, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.



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

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

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

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

**Sample Restriction Periods:**

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

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

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

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

**Nondiscrimination Assurance Statement:**

ASSURANCE AND COMPLIANCE WITH GSA REGULATIONS under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

Hereinafter called the "Donee", agrees that the program for or in connection with which any property is donated to the Donee will be conducted in compliance with, and the Donee will comply with and will provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Service Administration (41 CFR 101.6-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975. To the end that no person in the United States shall on the grounds of race, color, national origin, sex or age, or that no person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of, or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration.

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

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

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

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

Print Name and Title of Applicant's Head Authorized Official		Date (DDMMYYYY)	Signature
(Internal SASP Use Only)			
Print Name and Title of SASP Reviewing/Processing Official (Optional)		Date (DDMMYYYY)	Signature
Print Name and Title of SASP Head Approving Official		Date (DDMMYYYY)	Signature
Approved:	License/Accreditation/Approval Date:	Eligibility Expiration Date:	Notes
<input type="checkbox"/> YES <input type="checkbox"/> NO			

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

**Authorized Representative Listing (Continued):** Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

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

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

THE FOLLOWING STAFF FROM THE CITY OF JACKSON FOR ADMISSION TO MS SUR-PLUS PROPERTY EFFECTIVE 08/23/2023

#	NAME	TITLE	DEPARTMENT
1	SAFYA OMAEI	CHIEF OF STAFF	DEPARTMENT
2	HALIMA OLUFEMI	MAYORS EXECUTIVE ASST	MAYORS' OFFICE
3	ABRAM MUHAMMAD	DEPUTY DIRECTOR OF PARK	PARKS & RECREATION
4	SHANNON AMOS	EXECUTIVE OFFICE COORD	PARKS & RECREATION
5	SHEILA WILLIAMS-SHERIFF	PUBLICATION DIVISION	FINANCE & ADMINISTRATION
6	SHIKIRA THOMAS	PUBLICATION DIVISION	FINANCE & ADMINISTRATION
7	BENITA WELLS	DEPUTY DIRECTOR OF PUBLIC	PUBLIC WORK
8	ERICA STEWART	EXECUTIVE OFFICE COORD	FINANCE & ADMINISTRATION
9	ROBERT LEE	CITY ENGINEER	PUBLIC WORK
10	PAMELA PALMER	HR	CITY CLERK OFFICE
11	WILLETTE DOYLE	FINANCE	HUMAN RESOURCES
12	RHONDA HUDDLESTON	DIRECTOR	FINANCE & ADMINISTRATION
13	TOYA MARTIN	DEPUTY DIRECTOR	HUMAN RESOURCES
14	VICKIE PERRY	BLDG MAINTENANCE COORD	HUMAN RESOURCES
15	SHIRLEY MARSHALL	DEPUTY DIRECTOR	PUBLIC WORK
16	SHARON THAMES	TREASURY MANAGER	FINANCE & ADMINISTRATION
17	FELICIA YOUNG	FISCAL OFFICER/COMMUNICA	FINANCE & ADMINISTRATION
18	RHONDA WILLIAMS	BUDGET MANAGER	FINANCE & ADMINISTRATION
19	BRANDON JACKSON	ASST BUDGET MANAGER	FINANCE & ADMINISTRATION
20	DAVID KINSEY	PURCHASING MANAGER	FINANCE & ADMINISTRATION
21	MONICA OLVER	BUYER	FINANCE & ADMINISTRATION
22	JOYCE WILLIAMS	BUYER	FINANCE & ADMINISTRATION
23	NATSHA CASTON	MANAGER OF CARE MAINT	PUBLIC WORK
24	STANLEY ARNOLD	MANAGER OF LATRAN	FINANCE & ADMINISTRATION
25	MARILYN GUICE	DEPUTY DIRECTOR	FINANCE & ADMINISTRATION
26	CHRISTINE WELCH	FISCAL OFFICER	FINANCE & ADMINISTRATION
27	AUDREY EVANS	OFFICE COORDINATOR	JACKSON FIRE
28	ANDREA WILLIAMS	OFFICE COORDINATOR	PUBLIC WORKS
29	SYLVIA ROWSEY	JRA	PLANNING
30	CYNTHIA CAVETT	JRA	PLANNING
31	LASHUNDA FRANKLIN	MANAGER OF INTERNAL AUDIT DIVISION	PLANNING
32	FELICIA JOYNER	SENIOR AUDITOR	HUMAN & CULTURE SERVICES
33	MICHAEL WILLIAMS	MANAGER/PLANETARIUM	HUMAN & CULTURE SERVICES
34	ERIKA BATTLE	OFFICE COORDINATOR	HUMAN & CULTURE SERVICES
35	DEBORAH BOYD	COMMUNITY SERVICES SUP.	HUMAN & CULTURE SERVICES
36	BEVERLEY DURHAM	EXECUTIVE OFFICE COORD.	HUMAN & CULTURE SERVICES
37	GRACE ROBINSON	EARLY CHILDHOOD CORD.	HUMAN & CULTURE SERVICES
38	MICHAEL RAFF	AUDITORIUM MANAGER	HUMAN & CULTURE SERVICES
39	HOPE WILLIAMS	ECD EARLY CHILDHOOD	HUMAN & CULTURE SERVICES
40	BERTHA BROOKINGS	LSW-EARLY CHILDHOOD	HUMAN & CULTURE SERVICES
41	TANGAYIKA HOOVER	EBO	HUMAN & CULTURE SERVICES
42	JEWELL REED	ECD-MANAGER	JACKSON POLICE
43	CHIEF JOSEPH WADE	CHIEF	PLANNING
44	SAMANTHA GRAY	MANAGER OF COMM. IMPRINT	JACKSON FIRE
45	ROBERT RICKS	ASSISTANT FIRE CHIEF	FINANCE & ADMINISTRATION
46	CARMEN JONES	ASSISTANT CONTROLLER	MUNICIPAL CLERK
47	ANGELA HARRIS	CITY CLERK	FINANCE & ADMINISTRATION
48	JILLIAN CALDWELL	CONTROLLER	FINANCE & ADMINISTRATION

Council Member Grizzell moved adoption; Council Member Stokes seconded.

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

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

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote, Hartley and Stokes.

Absent – None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

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

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

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

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

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

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

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

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

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

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

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**President Banks** recognized **Linda Carter, West Jackson Community Development Corporation**, who provided a brief overview of said item.

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

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

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**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A STATEMENT OF WORK WITH CIVICPLUS, LLC TO PROVIDE CODING AND SUPPLEMENT SERVICE FOR THE CODE OF ORDINANCES FOR THE CITY OF JACKSON, MISSISSIPPI.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Nays – None.

Absent – None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

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

**WHEREAS**, Section 21-17-5 of the Mississippi Code Annotated as amended states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the power granted to governing authorities of municipalities by Section 21-17-5 of the Mississippi Code is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

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

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

**WHEREAS**, the letter sent to Hall’s Towing stated that “recent emergencies and turnover” contributed to delays in the processing of invoice; and

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

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

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

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

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

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

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

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

**NOT RECOMMENDED FOR PAYMENT**

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

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

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

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

**Invoices Reconciled and Recommended for Payment**

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

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

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

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

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

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

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

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

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote, Hartley and Stokes.

Absent – None.

\* \* \* \* \*

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

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

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which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

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

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

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

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

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

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

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

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

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

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

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

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

**Council Member Grizzell** moved adoption.

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

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

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

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

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

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

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

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

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

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

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

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**President Banks** recognized **Chief Willie Owens, Jackson Fire Department and Assistant Chief Patrick Armon, Jackson Fire Department** who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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

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

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**BASED ON PER HOUR FEE STRUCTURE**

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

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

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

**MOTOR VEHICLE INCIDENTS**

**Level 1 - \$602.00**

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

**Level 2 - \$687.00**

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

**Level 3 – CAR FIRE - \$838.00**

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

**ADD-ON SERVICES:**

**Extrication - \$1,811.00**

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

**Creating a Landing Zone - \$553.00**

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

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

**HAZMAT**

**Level 1 - \$972.00**

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

**Level 2 - \$3,473.00**

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

**Level 3 – \$8,199.00**

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

**FIRES**

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

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

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

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

#### ILLEGAL FIRES

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

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

#### WATER INCIDENTS

##### Level 1

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

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

##### Level 2

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

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

##### Level 3

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

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

##### Level 4

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

#### BACK COUNTRY OR SPECIAL RESCUE

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

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

#### CHIEF RESPONSE

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

**Billed at \$347 per hour.**

#### MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

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

Engine billed at \$554 per hour.

Truck billed at \$693 per hour.

Miscellaneous equipment billed at \$416 per hour.

**MITIGATION RATE NOTES**

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

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

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

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

**PARTIES**

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

**RECITALS**

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

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

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

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

**ARTICLE 1  
ENGAGEMENT**

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

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

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

**ARTICLE 2  
REPRESENTATIONS AND WARRANTIES**

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

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

**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

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

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

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

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

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

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

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

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

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

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

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

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

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

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

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

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

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

**ARTICLE 5  
COMPENSATION OF COMPANY**

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

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

**ARTICLE 6  
OBLIGATIONS OF CLIENT**

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

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

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

**ARTICLE 7  
CLIENT AUTHORIZATION**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 9  
PROPRIETARY RIGHTS**

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

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

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

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

**ARTICLE 10  
INDEMNIFICATION**

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

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

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

**ARTICLE 11  
GENERAL PROVISIONS**

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

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

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

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

**If to Client to:**

Office of the City Attorney  
Post Office Box 2779  
Jackson, Mississippi 39207  
Attention: Justin Powell, Esq.

**With a copy to:**

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

**If to Company to:**

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

**With a copy to:**

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

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

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

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

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

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

*Signatures on the following page.*

*Schedule A and Exhibit A follow the Signature Page.*

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

**COMPANY:**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: M. Craig Nagler  
Title: Manager

**CLIENT:**

**CITY OF JACKSON, MISSISSIPPI**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Chokwe A. Lumumba  
Title: Mayor

**SCHEDULE A**  
**LIST OF COMPANY SERVICES**

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



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

**SCOPE OF WORK**

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

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

**REPORTS**

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

**MISCELLANEOUS**

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

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

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

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

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

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

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

**MOTOR VEHICLE INCIDENTS**

**Level 1 - \$602.00**

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

**Level 2 - \$687.00**

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

**Level 3 – CAR FIRE - \$838.00**

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

**ADD-ON SERVICES:**

**Extrication - \$1,811.00**

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

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

**Creating a Landing Zone - \$553.00**

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

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

**HAZMAT**

**Level 1 - \$972.00**

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

**Level 2 - \$3,473.00**

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

**Level 3 - \$8,199.00**

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

**FIRES**

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

**Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

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

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

**ILLEGAL FIRES**

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

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

**WATER INCIDENTS**

**Level 1**

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

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

**Level 2**

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

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

**Level 3**

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

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

**Level 4**

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

**BACK COUNTRY OR SPECIAL RESCUE**

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

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

**CHIEF RESPONSE**

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

**Billed at \$347 per hour.**

**MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

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

Engine billed at \$554 per hour.  
Truck billed at \$693 per hour.  
Miscellaneous equipment billed at \$416 per hour.

**MITIGATION RATE NOTES**

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

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

*End of Professional Services Agreement*

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

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

Nays – None.

Absent – Stokes.

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**Note: Council Member Stokes** returned to the meeting.

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

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

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

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

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

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

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

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**President Banks** recognized **Muriel Reid, Director of Information Technology** who provided a brief overview of said item.

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

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

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

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

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

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

**1. Term**

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

**2. Scope of Services**

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

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

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

**3. Compensation.**

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



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

Lillie White, lilliew@jacksonms.gov

Dr. Muriel Reid, mreid@jacksonms.gov

**4. Insurance.**

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

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

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

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

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

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

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

**5. Non-Discrimination**

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

**6. Independent Contractor**

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

**7. Indemnification**

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

**8. Termination**

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

**9. Compliance with Laws**

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

**10. Assignment and Subcontracting**

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

**11. Modification.**

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

**12. Prior Agreements**

This Agreement supersedes any prior correspondence and/or written agreement between the City and the Contractor.

**13. Governing Law**

This Agreement and the rights and obligations of the City and Contractor hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law. Any claim, counterclaim, cross claim, or other adjudication of the rights of the parties hereunder shall only be brought in the state or federal courts of Jackson, Mississippi.

**14. Taxes**

Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

**15. Approval by the Jackson City Council**

It is understood that this Agreement requires approval by the Jackson City Council and the Mayor, the governing authority of the City of Jackson ("Governing Authority"), and if this Agreement is not approved by the Governing Authority, this Agreement is void and no payment shall be made hereunder.

**16. Availability of Funds.**

It is expressly understood and agreed that the obligation of Contractor and the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the Governing Authority and the receipt of funds for use by Customer. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Governing Authority to provide funds or to appropriate funds,



**Exhibit A**

**List of Tower Sites**

FLOOD PLAN	SITE #	SITE NAME	ADDRESS	ZIP CODE	TOWER	LATITUDE	LONGITUDE	LIGHTING	HAWKINS MILEAGE	FCC ASR NUMBER	BUILT BY	
	SITE 1	SITE 1	5251 Lynch	39209	SST 456	32 17 43.2"	90 14 46.3"	R/W	2.62 SSW	129875	City	
	SITE 2	RIVERSIDE	2320 Riverside Dr.	39202	SST 252	32 19' 22.4"	90 09' 26.6"	R/W	3.36 E	121658	Century Tel	
	SITE 3	FS 3	333 E. Fortification	39202	SST 200	32 18' 42.2"	90 10' 58.4"	W	2.4ESE	100354	Power Tel	
FP	SITE 4	FS 7	104 W. Northside Dr.	39206	SST 203	32 21' 22.4"	90 10' 51.3"	R/W	2.61 ENE	100691	Comstar	
	SITE 5	FS 12	2437 Mcadden Rd.	39204	IMP 150	32 16' 17.89"	90 14' 11.26"				121632	Tel Tel
	SITE 6	FS 17	1942 Carlton Mart	39211	SST 200	32 22' 2.28"	90 08 46.76"	R/W			102962	Power Tel
	SITE 7	FS 19	5802 Ridgewood Rd.	39211	IMP 150	32 23 6.3"	90 08' 27.7"				100060	Power Tel
	SITE 8	FS 21	6383 Winklers Dr.	39206	SST 200	32 22' 50"	90 11' 50"	R/W	3.14 NNE	103070	Power Tel	
	SITE 9	FS 22	1592 Lakeshore Dr.	39212	SST 200	32 13' 33.3"	90 15' 13.1"				1218926	Tel Tel
	SITE 10	FS 23	2642 Raymond Rd.	39212	SST 185	32 15 41"	90 16 57"				1219268	Tel Tel
	SITE 11	FS 24	1242 Virginia Rd.	39209	SST 200	32 18' 52.2"	90 16' 54.2"	R/W			120238	Comstar
FP	SITE 12	MARTIN & HINES	543 Martin St.	39201	SST 200	32 17 35.6"	90 11' 15.6"	W			100818	Power Tel
3318 k	SITE 13	LAKE HICO	1921 W. Northside Dr.	39213	SST 180	32 21' 20.93"	90 12 30.78"	R/W	1.45 NE	100599	Power Tel	
3318 k	SITE 14	MAGNOLIA WEST HIL	179 Magnolia Rd.	39209	SST 200	32 20 15"	90 16 29.4"	R/W			100811	Power Tel
	SITE 15	FOREST HILL BLANKST	3145 Forest Hill Rd.	39212	SST 200	32 14' 51"	90 16' 00"	R/W			1023429	Power Tel
FP	SITE 16	SAVANNAH	3792 I 55 S. Exit 99A	39212	SST 200	32 14' 20.6"	90 12 52.2"	W	5.7 S	100814	Power Tel	
	SITE 17	NEW DYKAM	6676 155 Frontage	39213	CTI 300	32 19 20.1"	90 16 28.1"	W	11 SSW	103800	Power Tel	
	SITE 18	FS 11	3680 Terry Rd.	39212	SST 190	32 14' 49.3"	90 13 38.6"				NOT REG.	Century Tel
	SITE 19	FS 15	4943 Clinton Blvd.	39208	SST 150	32 19' 44.9"	90 15 28.5"		1.85 WSW	121726	Century Tel	
	SITE 20	EOC	301 North St	39201	IMP 150	32 18 05.9"	90 10 44.1"				01109	Comstar
FP	SITE 21	COOPER ROAD	731 Cooper Rd.	39212	IMP 190	32 15' 12.7"	90 14 46.1"				NOT REG.	Comstar
FP	SITE 22	PTC	3000 1/2 St. Charles	39209	IMP 180	32 18' 48.8"	90 13 49.1"				101146	Comstar
FP	SITE 23	HOLMES AVENUE	2016 Holmes Ave	39213	IMP 115	32 19' 40"	90 12 0.1"			1218995	J. A. Unmanned	
FP	SITE 24	LERIDA COURT	810 Lerida Court	39213	IMP 150	32 20 2.1"	90 12 2.3"				122850	Century Tel
FP	SITE 25	BEASLEY ROAD	235 Beasley Road	39206	IMP 150	32 23' 06.31"	90 09' 46.53"			109414	Comstar	
FP	SITE 26	KURTZ CVM	60 Ouler Circle Dr.	39208	IMP 150	32 19 41.3"	90 13 54.9"		2642 W		100060	Power Tel
FP	SITE 27	HATTIESBURG ST.	1367 Hattiesburg St.	39204	IMP 190	32 17 31.64"	90 13 18.24"			126176	Verizon	
	SITE 28	TCS	2835 Oak Forest Dr.	39212	IMP 160	32 18' 0.7"	90 14' 50.2"			124889	Verizon	
	SITE 29	LSH WT	1400 Lynch St. # W.T.	39211	WT 149	32 17 55.94"	90 12 53.09"				NOT REG.	City
	SITE 30	ELAINE ST. WT	1878 Elaine St.	39204	WT 98.3	32 36.3 53.82"	90 13 51.23"				NOT REG.	City

**Exhibit B**

**Scope of Services**

**1. Annual**

1.1 The City of Jackson owns thirty (30) tower structures. There are sixteen (16) Self Support towers, eleven (11) Mono Pole towers and one (1) Guyed tower. Of the thirty (30) tower structures, thirteen (13) are lighted towers referenced under a column titled "LIGHTED" within the City's tower structure document "Exhibit A".

1.2 Two (2) City of Jackson Water Tanks also are utilized as a "Tower Structure." These structures are noted as Water Tanks (WT) documented in "Exhibit A".

1.3 The City may, at its sole discretion, acquire additional towers similar to the types referenced above. These additional structures should be included in this contract with the same quoted pricing and the City of Jackson will adjust payments to cover inclusion of the additional Tower Structures or Water Tanks.

1.4 The Contractor shall understand that pre-existing maintenance needs, incomplete or unresolved issues, oversights, pending, outdated or necessities not specifically listed in this document are considered inclusive under this scope of services and must be accepted as part of the work required.

1.5 City of Jackson Water Tanks may have Cellular Equipment mounted during the contractual period and such structures shall be included in the inventory as the structures come on line.

1.6 The Contractor shall complete one (1) inspection of all structures within a two (2) year period. Specifically, each year the Contractor should conduct inspections on half of the total number of City of Jackson Mississippi's operational tower systems, including any water tanks with cellular equipment installed.

1.7 The City of Jackson conforms to the EIA-TIA-222G code for all tower sites with the exception of Site 1 Lynch Street where the EIA-TIA-222F code is utilized. Contractor may be required to adhere to new codes should revisions be enacted or otherwise changed.

1.8 With respect to the Water Tanks, in the absence of any relevant government standards, applicable BOCA and NEC Codes as well as, EIA, TIA and AWWA, standards will apply.

**2. Inspections of Water Tanks, Self Support Towers and Mono Pole Towers**

2.1 There are different inspection requirements for each group of City owned towers. The contractor shall be familiar with the various types of tower inspection requirements

and shall inspect each tower according to the specific inspection requirements. All inspections shall include, but are not limited to, inspection of the following:

- 2.1.1 Mast integrity;
- 2.1.2 Correct bolt torque;
- 2.1.3 Joints;
- 2.1.4 Shafts;
- 2.1.5 Cross members;
- 2.1.6 Diagonals;
- 2.1.7 Star mounts;
- 2.1.8 Lightning rods;
- 2.1.9 Ice bridges;
- 2.1.10 Cable ladders;
- 2.1.11 Flexible Fall Protection Cable Safety System;
- 2.1.12 Any other component not specifically listed but directly pertaining to a water tank, self-support or mono pole towers structural integrity.

2.3 The contractor shall ensure that a ratio of thirty (30) percent of components attached by nut, bolt, lock washer and flat washer in any combination shall be checked for correct tension. Should any noticeable fault, flaw, defect or deficiency be found the problem should be corrected immediately and noted in the inspection report, unless it is equipment belonging to a tenant.

2.4 The contractor shall ensure that all systems and/or devices manufactured to support coax, power cable, hybrid cable, fiber optic cable or any other such cabling method designed to attach to a tower of all types, or water tank and foundations, shall be inspected in its entirety for each tenant.

2.5 The contractor shall ensure that the inclusive grounding infrastructure is tested by measuring grounding integrity and resistance (Meggar/Meg Tests), and report all resistance levels up to and above five (5) ohms.

2.6 The contractor shall ensure that Meggar Test results are accompanied by photographic proof of placement of ground probes radiating from the tower structure tested to insure correct procedures are employed.

2.7 The contractor shall ensure that every inspection includes all safety equipment, such as climbing ladders or climbing pegs, fall protection cable, climbing break (shuttle), etc.

2.8 The contractor shall ensure that all devices designed to prevent unauthorized access (climbing) of any tank or towers are inspected for correct installation, and proper function.

2.9 The contractor shall ensure that corrosion, rust, chipping, scrapes or any compromise of the protective galvanization or painted coating in any form associated with any component of a tower or water tank structures parts or pieces is to be cleaned and, or

preserved such as to restore the original protective surface treatment to maintain its weather tight integrity.

2.10 The contractor shall ensure that all Water Tank protective coating failures which cause structure components to be exposed to the elements shall be brought to the attention of the Telecommunications Manager prior to making any repairs. This is done to make sure the Water Department has the opportunity to inspect the damage and suggest corrections. Current paint color is TNEMAC White.

### 3. Guy Towers

3.1 Inspection of Guy Towers shall include full inspection of all guy wires. Particular attention should be given to proper cable tension and plumb for correct alignment of the tower shaft (sections).

3.2 The contractor shall ensure that all Guy Tower inspections include, but are not limited to, general condition of all bushings, couplings, safety equipment, and any other component not specifically listed but directly pertaining to the Guy Towers' structural integrity. Particular attention should be paid to potential corrosion of the anchor shaft attachment points below grade, measuring grounding integrity and resistance (Meggar/Meg Tests), etc.

3.3 The contractor shall ensure that the inspection report includes all resistance levels up to and above five (5) ohms.

3.4 The contractor shall ensure that the Meggar Tests have accompanying photographic proof of placement of ground probes radiating from the tower structure tested to insure correct procedures are employed.

### 4. Inspection Standards

4.1 The contractor shall ensure that the inspection of each tower type and water tank includes all antennas, lines (coax, power cable, hybrid cable and fiber optic cable), boom mounts, dishes, grids, ice bridges, cable supports (appurtenances) and any other component not specifically listed but directly pertaining to the structural integrity of the entire structure.

4.2 The contractor shall ensure that the inspection of each tower type and water tank includes the inspection of all lighting systems, day white, night red and or combination systems containing both colors including, incandescent beacons, strobe fixtures and strobe tubes sidelights, lighting fixtures, LED top lights and side markers, control cables, junction boxes, power supplies and control boxes and any other component not specifically listed but directly pertaining to the tower light marking system.

4.3 The contractor shall ensure each inspection includes a "Tape Drop" measurement of all appurtenances, including, but not limited to lightning rods, lighting fixtures,

antennae. The contractor also will ensure that the provided measurements list all top, mid and low points of each appurtenance. Electronic laser or range finder devices are acceptable with certifiable tolerances of less than 1(one) foot in 300 (three hundred) feet.

4.4 The contractor shall provide verifiable proof in writing of electronic laser or range finder devices certifiable tolerances with each report.

4.5 The contractor shall ensure that inspections of any and all other items which insure compliance with federal regulatory standards relating to tower maintenance, safety and operation, are completed.

4.6 The contractor shall provide an individual report of the annual inspection for each structure within thirty (30) days of inspection completion.

4.7 The contractor shall include color photographic proof of work done with specific attention to any issue, discoveries, findings, damage or concerns utilizing this method of documentation.

4.8 The contractor shall ensure that reports are published for each site inspected. All reports must have the contract requirements in writing.

4.9 The contractor shall ensure that photographs are included as supporting documentation with the inspection reports. It should be noted that photographs are not a substitute for a comprehensive written report.

4.10 The contractor shall provide compliance certification for itself and each subcontractors, if utilized, working in, on, or around towers, as required by federal regulatory standards.

4.11 Each provision in this segment shall be addressed and complied with at all times during the life of this agreement. Corrective measures shall not be based on an arbitrary decision, judgment, and conclusion or choosing of the contractor.

5. **Safety Lighting**

5.1 The contractor shall provide inspection and repair or replacement of all AM (day) or PM (night) White and AM (day) or PM (night) Red, or AM (day) and PM (night) combined Lighting Systems failures. Specifically, this list includes but is not limited to the following:

- 5.1.1 Beacons;
- 5.1.2 Strobes, Strobe Tubes;
- 5.1.3 Sidelights;
- 5.1.4 Lighting fixtures and internal components;
- 5.1.5 LED top beacon or side markers, and internal components;
- 5.1.6 Control cables;
- 5.1.7 Electrical junction boxes;

5.1.8 Power supplies and control boxes;

5.1.9 Other part or piece not named herein but pertaining to the functionality of an Obstruction Lighting Equipment system.

6. **Fencing**

6.1 The contractor shall inspect and repair all fencing, including but not limited to, the following:

- 6.1.1 Chain Link (fabric);
- 6.1.2 Wood;
- 6.1.3 Concrete;
- 6.1.4 Barbwire;
- 6.1.5 Any preexisting method for boundary protection, sub fence (fence inside a fence) structure or cross fencing of property for a tower compound or water tank enclosure and anchor yard fence enclosures specific to guy tower as required shall be the responsibility of the contractor.

6.2 The contractor shall make all fence repairs, including but not limited to:

- 6.2.1 Post;
- 6.2.2 Top rails;
- 6.2.3 Chain Link fence fabric;
- 6.2.4 Aluminum wire fabric ties;
- 6.2.5 Chain link fabric;
- 6.2.6 Attaching ties;
- 6.2.7 Barbed wire;
- 6.2.8 All construction and supporting fixtures for gates, gate fork latch grounding, chains and locks, brace rail pipe, truss rods and truss rod adjuster, bottom tension wire and clips, fabric ties, loop caps, top rails, line post, end post, terminal post caps, terminal post, line post and cap, male post hinge, female gate hinge, brace band, rail end, 3 strand barb wire top and barb wire arms and corner barb arms, wooden post, wooden rails, wooden pickets, nails, screws, brackets, kick boards, clap boards, trim boards, steel gates (open faced, screened or covered in steel sheet), privacy screens, privacy screen plastic inserts/slats, steel post, steel corner post and any other component not specifically listed but directly pertaining to a fence system and the structural integrity.

6.3 The contractor shall ensure that all galvanized parts and hardware including bottom tension wire clips are used when repairing chain link fencing.

6.4 The contractor shall ensure that all fencing is inspected and tightened as needed.

6.5 The contractor shall ensure that all inspections and repairs to gates include inspections of the hinges, hinge attachment hardware and security hardware on single or double swing gates for locking.

6.6 The contractor shall square all gates to mounting post to insure minimum gaps between each part of the system, easy operation to include no drag at hinge, mid-point or outer ends on double swing gates and opposing hinge side on single gates or any other applicable situation.

6.7 The contractor shall ensure that all gates are grounded with flexible copper wire are inspected, repaired and replaced as needed.

6.8 The contractor shall ensure that all wooden and concrete fence repairs shall encompass all related component material and attachment hardware, including paint or preservatives, to match existing protective coating systems or texture and color.

7. **Automated Gate**

7.1 An automated gate system is installed at the 2320 Riverside Drive, Site 2 tower location.

7.2 This system includes multiple remote key pads and operational switches located throughout the facility.

7.3 The system is equipped with dual AC (alternating current) electronic controlled motors with associated components, and two (2) chain driven track mounted gates.

7.4 The system also utilizes an RF (radio frequency) controlled system for operation of this gate.

7.5 Individually issued RF Remotes repair or replacements are included in the scope of maintenance for the automated gate system and the contractor shall ensure that they are in proper working conditions at all times.

7.6 Contractor also shall be responsible for custom grounding protection, maintaining an infrastructure and preventative lightning detection system, monitoring electrical cabling and associated conduits supplying voltage to the system, monitoring and repairing AC breakers, steel pipe, chain link fabric, barb wire, track rollers, chains, gears, sprockets, and any other component not specifically named that directly or indirectly affects the systems operational ability.

7.7 JAMES W. TURNER & CO., INC. D/B/A GATEKEEPERS, INC. shall be used for all servicing, maintenance and financial responsibilities of the turnkey system.

7.8 Contractor shall be responsible for insuring 24/7/365 operational effectiveness of this entry system as the City is obligated by contract to insure ingress and egress and

protection of this facility by its lessee to be able to maintain their respective services within the compound.

7.9 Response time to diagnose a reported malfunction due to vandalism, accidents, acts of God or any situation rendering the system inoperable shall be Twenty Four (24) hours from the time a failure is reported.

7.10 Contractor shall have Seventy Two (72) hours to complete repairs to the Turnkey system unless GATEKEEPERS reports a delay in parts acquisition.

7.11 Any delay outside stated response times shall be reported to the Telecommunications Manager immediately upon discovery. The response shall consist of a written explanation for the delay.

7.12 The contractor shall be financially responsible for all payments related to the repairs.

7A. **Conventional Gate Security**

7A.1 The contractor shall purchase, install, maintain and repair sharelox, multiple padlock access solution security system when so ordered by Telecommunications.

7A.2 The contractor shall be responsible for insuring 24/7/365 operational effectiveness of this entry system as the City is obligated by contract to insure ingress and egress and protection of all tower facilities by its lessee to be able to maintain their respective services within the individual compounds.

7A.3 The contractor shall install each Sharelox Multiple Padlock Access Solution security system in accordance with manufacturers suggest practices.

8. **Erosion control**

8.1 The contractor shall provide erosion control, which includes but is not limited to the following:

8.1.1 Hill sides;

8.1.2 Ditches;

8.1.3 Rocked compounds or any land feature deemed by Telecommunications as part of a tower site.

8.2 The City of Jackson Telecommunications Division shall inform the contractor of items or areas "in need of repair." It is the responsibility of the contractor to correct those items and areas as directed.

9. **Road Work**

9.1 The contractor shall be responsible for ensuring that all roadways, or any other surface installed, that lead to any tower or water tank site is in good working order. This work shall include grading, elevating road surface if needed, drainage culvert installation or repair of said roadways and surfaces. The types of roadway and/or surfaces include the following:

- 9.1.1 Limestone
- 9.1.2 Gravel
- 9.1.3 Asphalt
- 9.1.4 Concrete

9.2 The contractor shall be responsible for filling potholes or washouts, adding new limestone, gravel, asphalt, concrete or any other surface if deemed necessary by the Telecommunication Division.

9.3 The contractor shall be responsible for erecting end walls to establish and or anchor a drainage culvert and or to prevent a blow out of a culvert or as required to secure a culvert and or prevent erosion anywhere along a road surface as well as at either end of a culvert as needed or deemed necessary by Telecommunications.

9.4 The contractor shall be responsible for maintaining culverts as required. Per the City of Jackson's ordinances these culverts must be made of round corrugated steel, plastic or concrete oval diameter designs. All restrictions at either end of a culvert shall be cleared to insure free flow of water at all times.

9.5 Per the City of Jackson's ordinances all culverts installed by the contractor shall be a minimum of eighteen (18) inches or larger as required.

9.6 Maintenance of ditches associated with any portion of a tower compound shall be the responsibility of the contractor.

9.7 Wash out, silting, or any resultant compromise of the original ditch design shall be corrected to the original flow specifications.

#### **10. Vegetation**

10.1 The contractor shall maintain all established ornamental vegetation that is currently surrounding City of Jackson towers and water tower as identified in Exhibit C. Said vegetation shall be considered a part of the "Tower Compound" and can include but is not limited to a visual screening, boundary marking, vehicle obstructing, beautification or any other usage prescribed by the Telecommunications Division.

10.2 The contractor shall be responsible for pruning and replacing dead, missing, underdeveloped or stolen shrubbery, hedges, bushes or any other type of established ornamental vegetation.

10.3 The contractor shall be responsible for the removal of unwanted weeds or wild vegetation that has begun to grow into and around established vegetation boundaries. The unwanted weeds or wild vegetation shall be removed by extraction, including the root system of the offending vegetation without harming established ornamental vegetation.

10.4 Situations where it is determined that new or additional approved vegetation is required shall be deemed as part of this contract. A list of approved vegetation is provided below. This is not an exhaustive list.

- 10.4.1 Elaeagnus
- 10.4.2 Nellie R. Stevens' Holly;
- 10.4.3 Photinia. This species is the preferred plant approved by the Telecommunications Division.

10.5 The contractor shall ensure that the nursery selected to provide vegetation warranties the vegetation at no additional cost to the City of Jackson.

10.6 In cases where another species has been planted, contractor shall match with new plantings of established vegetation.

10.7 Protocol for the planting of new vegetation shall include a minimum of sixty (60) day after care to insure vibrant establishment and permanent health of individual plants.

10.8 The planting of each ornamental plant shall be in accordance with the instructions provided by the nursery (supplier).

10.9 It is the responsibility of the contractor to insure that should a plant fail to live during the sixty (60) after care period, it shall be replaced.

10.10 Some situations may become evident where vegetation used as a barrier to stop vehicular traffic no longer works. The Contractor shall be responsible to install bollards to prevent this type of intrusion/trespassing.

#### **11. Trees, Vines or Nuisance Vegetation**

11.1 All trees immediately adjacent to or within a ninety (90) foot radius of any portion of a tower sites furthest edge (five (5) feet beyond the fence) shall be deemed as part of the tower compound as reflected in "Exhibit C". This includes, but is not limited to, the following items:

- 11.1.1 Rotten limbs
- 11.1.2 Dying or dead trees
- 11.1.3 Leaves or any part of a tree or vines and any other vegetation (weeds) deemed by the Telecommunications Division threatening to, or subject to, create potential damage to any portion of a tower site are the responsibility of the contractor to remove,



trim or otherwise correct such that any danger, hazard or risk of damage to a tower site is negated and/or removed and be completed to the satisfaction of Telecommunications.

11.2 The contractor shall immediately report to the City of Jackson's Telecommunications Division, any tree that is threatening the tower site.

**12. Vandalism**

12.1 The contractor is responsible for repair of all tower site damage due to theft and destruction. This shall include but is not limited to, grounding wire, security gates and associated parts of fences and all related parts damaged and all other destruction as related to the infrastructure under ownership and management by the City of Jackson.

12.2 The contractor shall not be responsible for individual tenant's equipment, grounding, conduit or other property owned by Lessee unless specified by Telecommunications as necessary to be repaired. This determination to repair certain Lessee equipment shall be made by Telecommunications on site at the time repairs are made.

12.3 The contractor shall diagnose a reported site breach where fence, gate, and lock damage has occurred. This shall include system grounding and copper thefts and all associated parts damaged and other destruction as related to the infrastructure under ownership and management by the City of Jackson.

12.4 The contractor shall complete repairs within seventy-two (72) hours of discovery.

**13. Commercial Power**

13.1 Should Commercial Power be interrupted due to theft as described in "Section 12 Vandalism", the contractor shall be responsible for immediate repairs to City of Jackson property only. The extent of responsibility is understood to include all infrastructures from the commercial power provider demarcation point to the multi-meter base for each tower. Under normal circumstances this is indicated by the edge of Right of Way or where the final transformer is mounted on a utility pole line. It shall be noted that some tower sites are constructed such that this may differ. Telecommunications will assist the contractor to identify these unique situations.

13.2 Please note that Multi-Meter base units and certain H-frames are considered property of the City of Jackson. Telecommunications will assist the contractor to identify these unique situations.

13.3 Please note that the City of Jackson is not an end user of all or some of this commercial power at most sites. Accordingly, the individual tenant(s) will be responsible for restoration of their damaged or stolen infrastructure. Generally, but not in all cases, single meter bases will be the responsibility of the end user and not the City of Jackson. Telecommunications will assist the contractor to identify these unique situations.

**14. Area Lighting**

14.1 This subsystem of a tower compound is defined as lighting fixtures.

14.1.1 Street light type fixture to include the housing/fixture/instrument, brackets & hardware, lens, protective glass, lamp/bulb, wiring, conduit, photo cell, breaker panel, H-frame or mounting pole and any other device related to the functioning of the system and utility pole(s) installed for the purpose of mounting said lighting components.

14.2 System may consist of a combination of all components listed above including the following:

14.2.1 Tower leg or Mono Pole Shaft used as a mounting point to deploy said light fixture(s).

14.3 Contractor is responsible to maintain each tower sites Area Lighting system.

14.4 Should any question arise, as to the rules and requirements that shall be followed, to maintain this system, the contractor shall seek clarity from the Telecommunications Division regarding what is considered a part of the system.

14.5 This subsystem is an anti-crime deterrent, anti-trip hazard preventer and overall health, safety and welfare enhancement for all personnel visiting or working at a tower site during night hour operations.

14.6 It is paramount that the contractor understands any and all problems, outages or situations of disrepair shall be restored within 24 hours of reported fault, damages, destruction or any circumstance causing a non functioning status.

**15. Professional Standards, Qualifications, Ratings and Training**

15.1 The Contractor must possess current and valid certifications showing they and their employees, sub-contractors and any and all other associated personnel, are qualified to maintain the City of Jackson's tower system.

15.2 The primary contractor shall supply photocopies of employee's certifications stating successful completion of all training programs and requirements as issued by the applicable regulating organization. Photo copies of said documentation must be given to the City of Jackson and made part of the City's permanent files at the start of the contract period. The contractor shall keep this file current at all times during the contract period.

15.3 All work must adhere to the following organizations standards as they apply to job specific requirements;

- 15.3.1 NFPA National Fire Protection Association
- 15.3.2 NEC National Electrical Code
- 15.3.3 EIA Electronic Industries Association
- 15.3.4 ANSI American National Standards Institute
- 15.3.5 FCC Federal Communications Commission
- 15.3.6 FAA Federal Aviation Administration
- 15.3.7 NATE National Association of Tower Erectors
- 15.3.8 OSHA Occupational Safety and Health Administration

15.4 Furthermore the primary contractor shall provide valid in force proof for themselves, their employees and sub-contractors with regards to the following training;

15.4.1 State of Mississippi and National Safety Council Defensive Driving Training

15.4.2 Fall Protection Training

15.4.3 RF / EME Radiation Awareness Training

15.4.4 Competent Climber Certification

15.4.5 Tower Rescue Training

15.4.6 Proper Rigging, Hoist and Gin Pole Training

15.4.7 Ten (10) Hour and Thirty (30) Hour OSHA Training

15.4.8 First Aid and CPR Training

15.4.9 Flash Technologies Certification for Medium and High Intensity systems

15.4.10 Obstruction Lighting Equipment, for – Incandescent, Strobe and LED Devices in accordance with FAA/FCC –ADVISORY CIRCULAR -AC 150/5345-43E and ADVISORY CIRCULAR AC 70/7460-1K or the most current or updated versions of these circulars when issued by these agencies.

#### **16. Quarterly Logs**

16.1 Contractor shall provide detailed written documentation of all work and tasks performed related to the tower systems maintenance standards listed above.

16.2 The detailed log shall include an itemized list of part(s) utilized, number of tasks completed, cost per unit(s) installed and labor cost.

16.3 Contractor also shall provide a quarterly log which shall support all invoicing by reporting pending or completed jobs, listing supplies used and actions taken, noting time and date of work as part of the written log.

16.4 Color photographs of work shall be provided during all stages of a project as proof of proper procedural usage and to show work completed as required.

#### **17. Work Performance**

17.1 Contractor shall contact the Telecommunications Division upon completion of all task or job(s). All work shall be inspected by the Telecommunications Division within seventy two (72) hours of disclosure.

17.2 Any completed assignment found to be unsatisfactory by Telecommunications or failure to be in compliance with outlined protocol shall be disclosed to the Contractor when discovered.

17.3 Upon notification of fault(s) by Telecommunication to the Contractor, all deficiencies shall be correct immediately at Contractors own expense under the contractual term of payment.

#### **18. Point of Contact**

18.1 Contractor shall maintain a place of business with appropriate mailing address, telephone number (cellular or hard line) and email address, verifiable by the Telecommunications Division.

18.2 Contractor shall respond within twenty-four (24) hours of being contacted by the Telecommunications Division.

#### **19. Insurance**

19.1 The contractor must maintain the following insurance policies:

19.1.2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance in accordance with Section 31-5-51 of the Mississippi Code Annotated 1972 as amended. Said policy should have at minimum at least One Million (\$1,000,000.00) Dollars General Liability Insurance.

19.1.3. Comprehensive Automobile Liability Insurance covering owned, non-owned, or hired vehicles.

19.1.4 Workers Compensation coverage in accordance with the statutory requirements and limits of the State of Mississippi.

19.2 If subcontractors are utilized, the Provider shall require the subcontractor to carry insurance of the same kinds and amounts, which insure the integrity of the project.

19.3 All such policies shall be written by insurance companies licensed to transact business in Mississippi. The City of Jackson reserves the right to approve the selected insurance carrier. The insurance provision shall contain a provision that coverage afforded under the policy shall not be cancelled, allowed to expire or amended without thirty (30) days written notice to the City.

19.4 The Provider shall submit to the City an "Insurance Verification Certificate" within ten (10) days from the date of receipt of the notice of acceptance, evidencing that Provider and all subcontractors have obtained the required insurance coverage.

19.5 Such certificates shall clearly indicate the types and amounts of insurance, class of operations covered, effective dates and dates of expiration of policies.

**20. Quotes and Invoicing**

20.1 Prior to the start of any work the Contractor shall submit a detailed Quote (labeled QUOTE) on company letterhead.

20.2 The quote must be signed upon submittal or it shall be rejected.

20.2.1 An emailed copy is acceptable to start the process of acceptance for work, with a hard copy delivered by U. S. Mail to follow shortly after. The original mailed copy is the only instrument that can legally be used to make payment for services rendered. No photo copies can be used for payment.

20.3 Quote shall include all materials (parts) priced individually.

20.4 All labor cost associated with the installation of an individual part or system shall be listed as a separate line item for each task or job or part or system installation.

20.5 A general explanation of the work to be performed with the associated job shall be included in the signed quote.

20.6 The Contractor shall wait for confirmation from the Telecommunications Division before beginning work.

20.7 Upon completion of the work, Contractor shall contact the Telecommunications Division for a site walk and inspection with the contractor or their representative.

20.8 A formal Invoice (labeled INVOICE) with the exact same content as the Quote shall be submitted to Telecommunications.

20.9 The Invoice on company letterhead must be signed upon submittal or it shall be rejected.

20.9.1 An emailed copy is acceptable to start the process of payment for work, with a hard copy delivered by U. S. Mail to follow shortly after. The original copy is the only instrument that can legally be used to make payment for services rendered. No photo copies can be used for payment.

20.10 The contractor shall understand that payment will follow within forty-five (45) days of receipt by the Telecommunications Division if no problems with the submittal are found, requiring returning of the Invoice for corrections.

**Exhibit C**

**Vegetation**

Attached as part of the email delivering this Agreement. Exhibit C is sent as an Adobe Acrobat Document in PDF Format.

**Exhibits**

- "A" Tower Addresses
- "B" Scope of Services, herein
- "C" Tower Site Boundaries and Vegetation Abatement Instructions

**In Witness Whereof**, this agreement is entered into as of the date first written below:

ATTEST: CITY of JACKSON, MISSISSIPPI

\_\_\_\_\_  
City Clerk BY: \_\_\_\_\_  
Mayor, Chokwe A. Lumumba  
City of Jackson, Mississippi

Date: \_\_\_\_\_

(SEAL)

ATTEST: Micro Tech Systems, Inc  
(SEAL) BY: \_\_\_\_\_  
Date: \_\_\_\_\_

**Council Member Grizzell** moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH WELLINGTON TECHNOLOGIES INC. FOR PLACEMENT AND OPERATION OF AN AUTOMATIC TELLER MACHINE IN THE WARREN G. HOOD BUILDING.**

**WHEREAS**, the Department of Planning and Development, seeks to provide access to an automatic teller machine on the first floor of the Warren Hood Building for the convenience of visitors and those conducting business with departments and divisions located in the Hood building; and

**WHEREAS**, Wellington Technologies Inc. agrees to provide the City of Jackson with ATM equipment, vault cash, parts and services and processing services; and

**WHEREAS**, the City of Jackson agrees to provide internet connection, a 110-volt outlet, and blanket general loss and liability coverage; and

**WHEREAS**, the City of Jackson will receive a portion of each ATM cash withdrawal transaction surcharge income; and

**WHEREAS**, this agreement shall be for a term of three (3) years automatically renewing for successive three (3) year terms under the same terms and conditions unless, at least ninety (90) days prior to the expiration period, the City of Jackson gives written notice of an intent to terminate this agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the service agreement and related documents with Wellington Technologies Inc. for the placement and operation of an automatic teller machine in the Warren G. Hood Building for a term of three (3) years.

**IT IS FURTHER ORDERED** that the agreement may include an automatic renewal for successive three-year terms under the same terms and conditions unless, at least ninety (90) days prior to the expiration period, the City of Jackson gives written notice of an intent to terminate this agreement.

**Council Member Hartley** moved adoption; **Council Member Lindsay** seconded.

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**President Banks** recognized **Jhai Keeton, Interim Director of Planning and Development** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Grizzell and Lee.  
Nays – Foote, Hartley, Lindsay and Stokes.  
Absent – None.

**Note:** Said item failed due to a lack of a majority vote.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VECTOR DISEASE CONTROL INTERNATIONAL FOR MOSQUITO ABATEMENT SERVICES FOR A THREE-YEAR TERM PLUS A ONE YEAR OPTION.**

**WHEREAS**, the City of Jackson provides mosquito abatement services for the health, safety, and welfare of the citizens of the City of Jackson and its visitors; and

**WHEREAS**, the Department of Public Works solicited proposals for a three-year contract, with an option for an additional year at the sole discretion of the City, to provide comprehensive mosquito abate services beginning on the effective and continuing through April 1, 2027; and

**WHEREAS**, the evaluation committee has recommended that the proposal of Vector Disease Control International be accepted at a total annual base cost of \$271,700.00; and

**WHEREAS**, the scope of work to be provided under the contract is as follows:

Basic services shall consist of mosquito control activities as described below to provide a comprehensive mosquito control program to protect the health and welfare of the residents and visitors of the City. The basic services shall be provided in the manner set forth the Contractor's Proposal.

#### Adulticide Spraying

This element of the basic services will be for the period of the mosquito spraying season, which will be set forth in an annual notice to proceed and will be for a period of seven months from the date of the notice to proceed. The Contractor will be responsible for establishing routes for covering the entire city limits of the City as they may exist during the period of the contract. Adulticide spraying shall be performed by truck-mounted ULV sprayers. An Adulticide spraying application will be required for the route once per month to cover the entire City, which consists of approximately 1,100 miles of streets. Contractor will be responsible for reports to the City Public Works Director or their designee on areas proposed to be covered and areas actually covered on a daily basis. Spraying vehicles must be tracked using OPS technology and associated reports. Contractor will be responsible for supplying all chemicals meeting all local, state and federal regulations. Contractor will be responsible for following all requirements set forth by all local, state and federal laws concerning application and storage of chemicals being used.

#### Larvacide Treatments

As an element of the basic services, Contractor will be responsible for larvacide treatments during the spraying season to ditches, drainage channels, and areas of standing water designated by the Public Works Director or their designee. Contractor will be responsible for reporting proposed areas to be treated and areas actually treated on a daily basis. A minimum of 300,000 square feet will be treated during each month of the season of the contract. Contractor will be responsible for supplying all chemicals meeting all local, state and federal guidelines. Contractor will be responsible for following all requirements set forth by all local, state and federal laws concerning application and storage of chemicals being used.

#### Customer Service Requests

As an element of the basic services, Contractor will be required to operate a "Customer Service Request" telephone line for residents to report needed mosquito control activities. Contractor will be required to respond to requests within a 24-hour period. All requests and responses to requests must be reported to the City on a weekly basis.

#### Mosquito Surveillance

As an element of the basic services, Contractor must provide citywide surveillance using mosquito traps to document and verify mosquito populations and species. Data produced from surveillance should be used to target mosquito control activities for a custom control program. Data shall be provided to the City monthly.

#### Public Education

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As an element of the basic services, Contractor will provide public education concerning mosquito control including, but is not limited to, pamphlets, community meetings, and public service announcements.

Other Basic Services

Contractor will provide any additional basic services included in its Proposal, including, but not limited to "Special Event Barrier Spraying" and additional reporting.

**WHEREAS**, the vendor will provide additional services as described and the rates set forth, as follows:

Additional Services

1. The Request for Proposals requested proposers to provide pricing for certain services in addition to the basic services. The prices for these additional services shall be as follows:

Additional monthly spraying (Spray for each month in addition to the seven months provided for in the Contract annually): \$38,814.28 per month

Additional hourly spraying: \$325.00 per hour

Additional larviciding: \$0.02 per square foot

2. In addition to the pricing set forth herein, Contractor and City may negotiate pricing for other additional services determined by the City to be necessary.
3. Funding for additional services must be authorized by the City Council prior to the work being performed unless in event of an emergency as determined by the Mayor or the City Council. Authorization to perform the additional services shall be provided to Contractor in writing.

**WHEREAS**, other significant terms and conditions of the contract are as follows:

- A. Contractor must comply with all terms and conditions included in the Mosquito Abatement Services Request for Proposal, except where a term or condition is expressly set forth in this Contract, in which case, the term or condition set forth in this Contract shall control.
- B. The Contractor shall furnish all equipment, labor and other services necessary for the performance of the work described.
- C. The City agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligation hereunder, as well as all loss or damage, of any kind, arising out of the nature of work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in the performance of this contract, the contract amount not to exceed \$271,700.00 annual for providing Basic Services for a seven-month period beginning upon receipt of the annual notice to proceed.
- D. Contractor is an independent contractor. Nothing in this contract is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.
- E. The Contractor shall not assign or sublet this contract or any of the rights hereunder, in whole or in part, to any person, firm or corporation, without the prior written consent of the City.

F. Indemnification by Contractor: To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and Owner's elected officials, directors, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third party claims or actions relating to the Contract. Contractor and City shall each promptly notify the other upon receipt of any third-party claims or actions relating to the Contract. City shall have the right to tender the defense of any such claim to the Contractor or, in its sole discretion, retain the claim and defend it itself. Whether tendered or retained, Contractor's indemnity and hold harmless obligations under this paragraph shall not be relieved or excused.

G. Termination: Upon seven (7) calendar days' written notice by either of the parties to the other, a party may terminate this Contract for cause, where the other party fails in any material way to perform its obligations under the Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within seven (7) calendar days after the mailing of the notice of termination for default. If the Contractor is in violation of any federal, state, or local law, regulation, or ordinance, the City may terminate the Contract immediately upon giving notice to the Contractor.

This Contract is contingent upon funding by the City of Jackson. In the event that the City of Jackson does not budget funds for this Contract, it shall terminate at the beginning of the Fiscal Year in which this Contract is not funded.

Contractor understands that under Mississippi law, one City Council may not bind its successors in office. Upon the election of a new City Council, this Contract shall be voidable by the new City Council.

The Contractor shall be compensated on a pro rata basis for work properly performed under the Contract to the date of any termination. The City shall have no liability for payment for any work performed the date of termination.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute contract with Vector Disease Control International, 842 Foley Street Jackson, Mississippi 39201, for mosquito abatement services beginning on the effective date of the contract through April 1, 2027, for the entire City at a total annual cost not to exceed \$271,700.00, without further approval by the governing authorities consistent with the terms and conditions set forth above, in addition to any standard contractual provisions, including requirements for insurance.

**Council Member Grizzell** moved adoption; **Council Member Lindsay** seconded.

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**President Banks** recognized **Terry Williamson, Legal Counsel and Louis Wright, Chief Administrative Officer** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

- Yeas – Banks, Foote, Grizzell, Hartley and Lindsay.
- Nays – Stokes.
- Abstention – Lee.
- Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND EASEMENT BETWEEN UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE CITY OF JACKSON, MISSISSIPPI TO ALLOW FOR THE CONSTRUCTION OF A WATER DISTRIBUTION LINE ACROSS CITY OF JACKSON RIGHT-OF-WAY IN NORTH STATE STREET.**

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**WHEREAS**, the main campus of the University of Mississippi Medical Center (“UMMC”) obtains its drinking water supply from wells located on the main campus and disposes of wastewater for treatment by the City of Jackson at its main wastewater treatment plant; and

**WHEREAS**, the City charges the main campus of UMMC for transportation and treatment of its wastewater based on the volume of water pumped from its well as measured by meters on the water wells; and

**WHEREAS**, UMMC is in need of additional water supply as a result of recent additions to the facilities on the grounds of the main campus; and

**WHEREAS**, UMMC does not have sufficient space on the property of its main campus to construct a new well; and

**WHEREAS**, UMMC owns property on the west side of North State Street across from the main campus where there is sufficient space to locate a new well; and

**WHEREAS**, in order to connect the well to the main campus, UMMC will need to cross the City’s right-of-way in North State Street; and

**WHEREAS**, UMMC is the state’s only academic health sciences center; and

**WHEREAS**, it is the mission of UMMC to improve the health and well-being of patients and the community through excellence in training of health care professionals, engagement in innovative research, and delivery of state-of-the-art health care; and

**WHEREAS**, UMMC is seeking the permission of City in the form of an MOU and a corresponding easement to construct a water line within the City’s right-of-way for North State Street to allow for the distribution of water to the main campus on the east side of North State Street from a new well on the west side of North State Street; and

**WHEREAS**, the City deems an MOU and the accompanying easement over its right-of-way to be in its best interest because it will assist UMMC in continuing to provide high-quality, state-of-the-art medical services to residents of the City, especially low-income and disadvantaged residents; and

**WHEREAS**, the City and UMMC agree that the additional water service to the main campus will be bored beneath North State Street to avoid damage to the roadway; and

**WHEREAS**, under the terms of the Memorandum of Understanding, UMMC will agree to the following:

1. UMMC shall be solely responsible for the procurement of the construction necessary to install the water service line and its appurtenances (the “Water Line”), and shall solely bear the cost of the design and construction of the Water Line. Prior to beginning construction on the Water Line, UMMC shall provide City with a full set of the design specifications and drawings that it intends to use in the construction of the Water Line. UMMC shall not begin construction until receiving written approval of the design specifications and drawings from City. However, if written approval is not received within thirty (30) calendar days from submission by UMMC to City, the City’s written approval will be deemed granted on the 31st day. UMMC agrees to make any necessary revisions to the design specifications and drawings based on the City’s reasonable review.
2. UMMC agrees to obtain a right-of-way permit from the City prior to commencing construction of the Water Line. UMMC agrees to obtain any additional permits reasonably required by the City Department of Planning and Development, Building Permit Division that the City deems necessary to allow for appropriate monitoring and inspection of construction.
3. Upon completion of construction, UMMC shall be solely responsible for the operation and maintenance of the Water Line, and the costs associated with operation and maintenance.



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4. UMMC will be solely responsible for relocating or adjusting the Water Line in the event it comes into conflict with future road or utility improvements along North State Street.
  5. UMMC shall not provide water service via the Water Line or the new well to any facility that is not owned or operated by the University of Mississippi Medical Center without first obtaining permission from the City of Jackson through an amendment to this MOU or a separate MOU; and

**WHEREAS**, under the Memorandum of Agreement, the City would agree to do the following:

1. The City agrees to prioritize and expedite its review of design specifications and drawings for the construction of the Water Line. The City agrees to prioritize and expedite the review of the right-of-way permit application and any other building permit applications required by the City.
2. The City shall provide UMMC with adequate written notice of any future road or utility improvements along North State Street, which will implicate UMMC's Responsibility described in Section 1. above; and

**WHEREAS**, UMMC also agrees that it will cause the contractor performing the work and that contractor's subcontractors to have the requisite workers' compensation coverage, contractor's commercial general liability insurance, and automobile liability insurance; and

**WHEREAS**, UMMC, its contractors, and subcontractors performing work on the project shall name the City as additional insured on those policies of insurance and provide a certificate of insurance evincing the coverages; and

**WHEREAS**, the City agrees to grant to UMMC an easement across its right-of-way on North State Street for the water line described as follows:

The centerline of a twenty foot (20') wide "waterline" easement being situated in the Southeast 1/4 of Section 27 and in the Southwest 1/4 of Section 26, both in Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commence at a concrete monument which marks the southwest corner of the Veteran's Administration Hospital property as described in Deed Book 1088 at Page 421 of the Chancery records of Hinds County at Jackson, Mississippi, being further identified as having a coordinate value of North 1,028,229.081 and East 2,347,204.075 on the below referenced Coordinate System, said concrete marker being further described as being 440.38 feet East of and 3,315.29 feet South of the northeast corner of Lot 7 of Block "B" of Woodland Hills, a subdivision, the map or plat of which is recorded in Plat Book 4 at Page 40 of the Chancery Records of Hinds County at Jackson, Mississippi and being further described as being 50.00 feet left of and perpendicular to the centerline of Station 30+30.2 of Federal Aid Highway Project No. U-001-2(16); thence North 00° 19' 47" East for a distance of 989.84 feet along the Western line of the said Veteran's Administration Hospital property to a concrete monument which marks the Northwest corner thereof; thence South 81° 13' 30" West for a distance of 1,870.94 feet to a 5/8" iron pin set at the eastern right of way line of North State Street, thence South 82° 14' 45" West for a distance of 100.99 feet to a 5/8" iron pin set which marks the POINT OF BEGINNING of the centerline of a 20 foot (20') wide "waterline" easement herein described being further identified as having a coordinate value of North 1,028,919.849 and East 2,345,260.659 on the below referenced Coordinate System; thence run the following bearings and distances along the said centerline of the waterline easement as follows: South 82° 14' 45" West for a distance of 49.13 feet; North 89° 41' 26" West for a distance of 495.15 feet; South 86° 18' 34" West for a distance of 40.00 feet; South 82° 18' 34" West for a distance of 20.00 feet; South 79° 18' 34" West for a distance of 220.24 feet; South 39° 03' 50" West for a distance of 51.11 feet; South 50° 18' 50" West for a distance of 40.00 feet; South 55° 18' 50" West for a distance of 40.000 feet; South 60° 18' 50" West for a distance of 20.00 feet; South 65° 18' 50" West for a distance of 20.00 feet; South 70° 18' 50" West for a distance of 20.00 feet; South 75° 18' 50" West for a distance of 46.43 feet; South 54° 28' 53" West for a distance of 157.25 feet; South 45° 28' 05" West for a distance of 3.24 feet to the POINT OF ENDING for the easement herein described, and being further identified as

having a coordinate value of North 1,028,651.400 and East 2,344,115.211 on the below referenced Coordinate System.

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD83(CORS96), grid values, using a combined scale factor of 0.99994113 and a grid to geodetic azimuth angle of (+) 00° 05' 15" developed at the approximate center of the property.

**WHEREAS**, the easement is subject to the terms of the Memorandum of Understanding being approved and shall be for the sole purpose of installing, operating and maintaining a water service line and its appurtenances beneath the surface of the right-of-way to provide water to the main campus, and for no other purpose whatsoever.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Memorandum of Understanding and an associated waterline easement with University of Mississippi Medical Center according to the terms set forth herein.

**Council Member Grizzell** moved adoption; **Council Member Lindsay** seconded.

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**President Banks** recognized **Brian Reddock, Director of Construction, University of Mississippi Medical Center** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**Note: Council Member Stokes** left the meeting.

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**ORDER AMENDING THE FISCAL YEAR 2024 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION FOR CELL CONSTRUCTION AND CHIPPING OF VEGETATIVE WASTE.**

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$63,500.00 have arisen since the adoption of the Fiscal Year 2024 City of Jackson Budget for the Department of Public Works, Solid Waste Division; and

**WHEREAS**, the Fiscal Year 2024 City of Jackson Budget needs to be amended to provide funding for these unanticipated needs by moving budgeted funds where they are needed to fund additional, unfunded contractual services, namely construction of the new cell at the City Rubbish Facility and chipping of vegetative waste; and

**WHEREAS**, the following funds are being amended:

To/From	Fund/Account Number	Amount
From:	009-455.10.6712	\$40,000.00
To:	009-506.10.6419	\$40,000.00
From:	009-455.10.6317	\$7,500.00
To:	009-506.10.6419	\$7,500.00
From:	009-506.10.6299	\$1,000.00
To:	009-506.10.6419	\$1,000.00
From:	009-506.10.6872	\$15,000.00
To:	009-506.10.6419	\$15,000.00

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**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2024 Budget of the Department of, Public Works, Solid Waste Division be amended as follows:

To/From	Fund/Account Number	Amount
From:	009-455.10.6712	\$40,000.00
To:	009-506.10.6419	\$40,000.00
From:	009-455.10.6317	\$7,500.00
To:	009-506.10.6419	\$7,500.00
From:	009-506.10.6299	\$1,000.00
To:	009-506.10.6419	\$1,000.00
From:	009-506.10.6872	\$15,000.00
To:	009-506.10.6419	\$15,000.00

**IT IS FURTHER ORDERED** that pursuant to Miss. Code Ann. Section 21-35-25, this budget revision shall published or posted within two (2) weeks of approval, in a newspaper in the same manner as the final adopted budget; and, in accordance with Miss. Code Ann. Section 21-35-25, the published notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment, as well as, the vote of each City Council member.

**Council Member Grizzell** moved adoption; **Council Member Hartley** seconded.

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**President Banks** recognized **Lakesha Weathers, Solid Waste Manager** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
- Nays – None.
- Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC. FOR THE CITY OF JACKSON ARTERIAL STREET RESURFACING PROJECT.**

**WHEREAS**, the City of Jackson entered into an engineering services agreement with CivilTech, Inc., for work on the City of Jackson Arterial Street Resurfacing Project; and

**WHEREAS**, after the contract was signed, the Capitol Complex Improvement District Advisory Committee released their updated master plan, which included South Street; and

**WHEREAS**, South Street is also included in the scope of work for CivilTech’s engineering service agreement; and

**WHEREAS**, it is in the best interest of the City to remove South Street from the CivilTech scope of work for the engineering services agreement and to allow the Capitol Complex Improvement District to make improvements to South Street use their funds.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an amendment to the engineering services agreement with CivilTech, Inc., for the City of Jackson Arterial Street Resurfacing Project, reducing the contract amount by \$325,000.00 to a new contract amount not to exceed \$1,310,000.00.

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Council Member Grizzell moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.  
Nays – None.  
Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STATE STREET SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-6928- 00(014) LPA/108073.**

**WHEREAS**, the City of Jackson has received federal funds for traffic signal improvements along State Street between Rankin Street and High Street; and

**WHEREAS**, the City of Jackson selected Neel-Schaffer, Inc. to perform necessary construction engineering and inspection services for the project; and

**WHEREAS**, Neel-Schaffer has provided a cost estimate of \$172,848.80 to provide construction engineering and inspection services for the project; and

**WHEREAS**, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the State Street Signal Project, Federal Aid Project No. STP-6928-00(014) LPA/108073, for an amount not to exceed \$172,848.80.

Council Member Grizzell moved adoption; Vice President Lee seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.  
Nays – None.  
Absent – Stokes.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE), FEDERAL AID PROJECT NUMBER STP-0250-00(053)LPA/108075.**

**WHEREAS**, the City of Jackson has received federal funds for street resurfacing and sidewalk improvements along Woodrow Wilson Avenue between Martin Luther King, Jr. Drive and the Mill Street bridge; and

**WHEREAS**, the City of Jackson selected Southern Consultants, Inc. to perform necessary construction engineering and inspection services for the project; and

**WHEREAS**, Southern Consultants has provided a cost estimate of \$682,365.25 to provide construction engineering and inspection services for the project; and

**WHEREAS**, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a construction engineering and inspection services contract with Southern Consultants, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract

Boilerplate form agreement for the Woodrow Wilson Avenue Resurfacing Project (Martin Luther King, Jr. Drive to Mill Street Bridge), Federal Aid Project No. STP-0250-00(052) LPA/ 108072, for an amount not to exceed \$682,365.25.

**Council Member Hartley** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.  
Nays – None.  
Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE WOODROW WILSON AVENUE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(052) LPA/108072.**

**WHEREAS**, the City of Jackson has received federal funds for traffic signal improvements along Woodrow Wilson Avenue between Rankin Street and High Street; and

**WHEREAS**, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary construction engineering and inspection services for the project; and

**WHEREAS**, Stantec has provided a cost estimate of \$82,082.61 to provide construction engineering and inspection services for the project; and

**WHEREAS**, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a construction engineering and inspection services contract with Stantec Consulting Services, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Woodrow Wilson Avenue Signal Project, Federal Aid Project No. STP-0250-00(052) LPA/108072, for an amount not to exceed \$82,082.61.

**Council Member Grizzell** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.  
Nays – None.  
Absent – Stokes.

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**Note: Council Member Stokes** returned to the Meeting.

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**ORDER ACCEPTING THE BID OF POWELL CONSTRUCTION SERVICES, INC. FOR CONSTRUCTION OF THE WOODROW WILSON AVENUE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(052) LPA/108072, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION.**

**WHEREAS**, the City of Jackson solicited sealed, competitive bids for the construction of the Woodrow Wilson Avenue Signal Project; and

**WHEREAS**, three bids were submitted to the Municipal Clerk on April 2, 2024; and

**WHEREAS**, the bid of Powell Construction Services, Inc. in the amount of \$797,465.60 was the lowest bid received; and

**WHEREAS**, the Public Works Department recommends that the governing authorities deem the bid of Powell Construction Services, Inc. in the amount of \$797,465.60 for the Woodrow Wilson Avenue Signal Project to be the lowest and best bid; and

**WHEREAS**, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

**WHEREAS**, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

**IT IS, THEREFORE, ORDERED** that the bid of Powell Construction Services, Inc. for the construction of the Woodrow Wilson Avenue Signal Project, Federal Aid Project Number STP-0250-00(052) LPA/108072, in the amount of \$797,465.60 is accepted as the lowest and best bid.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Powell Construction Services, Inc. for the construction of the Woodrow Wilson Avenue Signal Project consistent with the bid documents and the addenda thereto, if any.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Woodrow Wilson Avenue Signal Project and to submit the same to MDOT as needed.

**Council Member Grizzell** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

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**ORDER ACCEPTING THE BID OF MCINNIS SYSTEMS, INC. FOR CONSTRUCTION OF THE STATE STREET SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(014)LPA/108073, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION.**

**WHEREAS**, the City of Jackson solicited sealed, competitive bids for the construction of the State Street Signal Project; and

**WHEREAS**, two bids were submitted to the Municipal Clerk on April 2, 2024; and

**WHEREAS**, the bid of McInnis Systems, Inc., in the amount of \$1,285,379.94 was the lowest bid received; and

**WHEREAS**, the Public Works Department recommends that the governing authorities deem the bid of McInnis Systems, Inc. in the amount of \$1,285,379.94 for the State Street Signal Project to be the lowest and best bid; and

**WHEREAS**, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

**WHEREAS**, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

**IT IS, THEREFORE, ORDERED** that the bid of McInnis Systems, Inc. for the construction of the State Street Signal Project, Federal Aid Project Number STP-6928-00(014) LPA/108073, in the amount of \$1,285,379.94 is accepted as the lowest and best bid.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with McInnis Systems, Inc. for the construction of the State Street Signal Project consistent with the bid documents and the addenda thereto, if any.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the State Street Signal Project and to submit the same to MDOT as needed.

**Council Member Grizzell** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.  
Nays – None.  
Abstention – Stokes.  
Absent – None.

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**Note: Council Member Foote** left the meeting.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #3/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE YEAR WARRANTY FOR THE RIVERSIDE DRIVE PROJECT.**

**WHEREAS**, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the Riverside Drive Project; and

**WHEREAS**, Change Order No. 3/Final decreases the contract amount by \$652,915.13 due to the removal of the 48-inch water line connections and related street and storm drainage work from the project, which will be completed by JXN Water; and

**WHEREAS**, a final inspection was held by the Department of Public Works and the Department recommends acceptance of the project; and

**WHEREAS**, the bonding company, Federal Insurance Company, Attorney-in-fact, surety for performance of the said contract, has authorized release and payment of all monies due under said contract; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities accept Change Order No. 3/Final and authorize final payment in the amount of \$73,411.14 to Hemphill Construction Company, Inc.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order No. 3/Final to the contract with Hemphill Construction Company, Inc, for the Riverside Drive Project, decreasing the contract amount by \$652,915.13 for a final contract amount of \$13,790,116.36 and that final payment in the amount of \$73,411.14 to Hemphill Construction Company, Inc. is authorized.

**IT IS FURTHER ORDERED** that the one-year warranty commence effective January 24, 2024 and that the Municipal Clerk is authorized to publish the Notice of Completion of the Riverside Drive Project.

**Council Member Grizzell** moved adoption; **Vice President Lee** seconded.

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**President Banks** recognized **Terry Williamson, Legal Counsel** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Grizzell, Hartley, Lee and Lindsay.  
Nays – Stokes.  
Absent – Foote.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TOWNES CONSTRUCTION COMPANY, INC. FOR THE CITY OF JACKSON’S RUBBISH LANDFILL CELL DEVELOPMENT.**

**WHEREAS**, the City of Jackson Solid Waste Division has need, and has been requested by Mississippi Department of Environmental Quality (MDEQ), to construct the approved Lateral Expansion North Slope at the Rubbish Facility in Byram; and

**WHEREAS**, the first phase of this project is site grading of the slope and clay liner construction, the second phase is the borrow area preparation and final grading, and the third phase is construction of wattles for erosion control; and

**WHEREAS**, the Solid Waste Division solicited two (2) competitive sealed bids for the construction for the City of Jackson Class I Rubbish Cell Lateral Expansion North Slope; and

**WHEREAS**, Townes Construction Company, Inc. submitted the lowest bid in the amount of \$42,940.00 and possesses the requisite experience with landfill cell construction and Mississippi Department of Environmental safety compliance regulations; and

**WHEREAS**, the Department of Public Works, Solid Waste Division, recommends that the governing authorities deem the bid of Townes Construction Company, Inc. as the lowest and best bid; and

**WHEREAS**, the terms and conditions, including, but not limited to, the insurance requirements and payment and performance bond requirements, of the contract will be the City of Jackson Standard Specifications, as amended.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Townes Construction Company, Inc. for the construction of the Lateral Expansion North Slope at the City of Jackson Class I Rubbish Facility in the amount of \$42,940.00 and that the contract terms and conditions, including, but not limited to, the insurance requirements and payment and performance bond requirements, of the contract will be the City of Jackson Standard Specifications, as amended.

**Council Member Hartley** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – Foote.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A NO-COST GRANT EXTENSION FOR THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT.**

**WHEREAS**, on October 27, 2020, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the “Going Green for a Cool, Healthy Jackson” grant award from RWJF in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson’s at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and



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**WHEREAS**, on September 9, 2021, RWJF had agreed to amend the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative to \$475,549 and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

**WHEREAS**, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2CM; and

**WHEREAS**, on May 5, 2023, RWJF notified the Deputy Director of Economic Development that the grant period has been extended to March 31, 2024; however, the amendment does not modify the scope of work or increase the Foundation’s commitment; and

**WHEREAS**, on June 22, 2023, the Jackson City Council authorized the Mayor to accept the six-month no-cost grant extension from the Robert Johnson Foundation for the “Going Green for a Cool, Healthy Jackson” project and to execute any and all documents related to the acceptance of said grant extension; and

**WHEREAS**, on October 12, 2023, RWJF has notified the Deputy Director of Economic Development that the grant period has been extended to March 31, 2024; however, the amendment does not increase the Foundation’s commitment; and

**WHEREAS**, on December 13, 2023, the Jackson City Council authorized the Mayor to accept the six-month no-cost grant extension from the Robert Johnson Foundation for the “Going Green for a Cool, Healthy Jackson” project and to execute any and all documents related to the acceptance of said grant extension; and

**WHEREAS**, on April 10, 2024, RWJF has notified the Deputy Director of Economic Development that the grant period has been extended to May 31, 2024; however, the amendment does not increase the Foundation’s commitment.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to accept the no-cost grant extension from the Robert Wood Johnson Foundation for the “Going Green for a Cool, Healthy Jackson” project and to execute any and all documents related to the acceptance of said grant extension.

**Council Member Lindsay** moved adoption; **Council Member Grizzell** seconded.

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**President Banks** recognized **Louis Wright, Chief Administrative Officer** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – Foote.

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**ORDER RATIFYING PROCUREMENT OF CCTV SERVICES FROM DELTA CONSTRUCTORS, INC. FOR THE CITY DRAINAGE PIPE AT 135 YUCCA DRIVE AND AUTHORIZING PAYMENT TO SAID VENDOR.**

**WHEREAS**, due to the failure of a City corrugated metal drain pipe adjacent to 135 Yua'6,4 Drive, the Mayor invoked emergency procurement procedures in Section 31-7-13 to expedite procurement of repairs and related work; and

**WHEREAS**, due to the pipe's very close proximity to a house, Delta Constructors was contacted to assess the pipe condition and provide repair options given the tight construction location; and

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, APRIL 23, 2024 10:00 A.M.**

**WHEREAS**, Delta Constructors, Inc., provided CCTV camera services to video the pipe as part of the assessment.

**IT IS, THEREFORE, ORDERED** that the procurement of CCTV camera services from Delta Constructors, Inc., is hereby ratified pursuant to the attached emergency procurement declaration and Section 31-7-13.

**IT IS FURTHER ORDERED** that payment to the Delta Constructors, Inc., in the amount of \$5,065.00 be made, consistent with the attached invoice.

<b>INVOICE</b>					
Delta Constructors, Inc. P.O. Box 9545 Jackson, MS 39286-9545			Date: 4/2/2024 Invoice #: 24-424-02 Terms: P.O. #: Req. No:		
Ph: 601-939-8732 Fax: 601-939-0867					
<b>Bill To:</b>			<b>Ship To:</b>		
City of Jackson Department of Public Works Attn: Robert Lee Warren Hood Building , 4th Floor 200 South President Street Jackson, MS 39201 REF: CCTV Yucca Drive Jackson, MS			Same		
Item	Description	Unit	Quantity	Unit Price	Amount
1	To invoice for CCTV Yucca Drive Jackson, MS (Suncoast)	L/S	1	\$5,065.00	\$5,065.00
<b>Total Amount</b>					\$5,065.00
					\$0.00
					\$0.00
<b>Total Due</b>					\$5,065.00
<b>Amount Paid</b>					\$0.00
<b>Balance Due</b>					\$5,065.00
<b>Message</b>					

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, APRIL 23, 2024 10:00 A.M.**

191

From: Hemphill Construction      6019327870      03/17/2024 07:48      #328 P.002/003

**Suncoast Infrastructure, Inc.  
P.O. Box 397  
Florence, MS 39073**

**INVOICE #  
S24028-01F**

To: **DELTA CONSTRUCTORS  
P.O. Box 9545  
Flowood, MS 39286-9545**

Invoice Date: 03/08/24  
Invoice Description: JB App #1  
Invoice Due Date: 04/08/24  
Payment Terms:  
Work From: 02/01/24  
To: 02/29/24

Contract: S24028- CCTV Yucca Drive, Jackson, MS

Contract Item	Quantity JTD	Unit Price	U/M	Total To Date
M Mobilization	1.000	415.00000	HRS	415.00
1A CCTV Crew Daily Rate (Full)	0.000	6,850.00000	DY	0.00
1B CCTV Crew Overtime Rate	0.000	750.00000	HRS	0.00
1C CCTV Crew Daily Rate (Minimum)	1.000	4,650.00000	DY	4,650.00
9999 Job	0.000	0.00000	LS	0.00
99999 Evaluation CCTV	0.000	0.00000	LF	0.00
Total To Date :				5,065.00
Plus Sales Tax :				0.00
Total Due This Invoice :				5,065.00

Page 1 of 1

**Council Member Lindsay** moved adoption; **Vice President Lee** seconded.

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**President Banks** recognized **Louis Wright, Chief Administrative Officer** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – Foote.

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**ORDER AUTHORIZING PAYMENT OF \$71,968.54 TO JERMAL CLARK AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY.**

**WHEREAS**, on May 30, 2023, sewage flowed into the house located at 2939 Oakmont Drive, Jackson, Mississippi, owned by the Jermal Clark and caused damage; and

**WHEREAS**, pursuant to the terms of the Consent Decree entered in the United States District Court for the Southern district of Mississippi Cause # 3:12-CV-790 TSL-MTP, the City paid Mr. Clark the sum of 11,947.44 for hazard mitigation and cleaning; and

**WHEREAS**, Mr. Clark submitted a demand for payment of the cost of temporary lodging, interior restoration, mileage, storage fees and personal property damage; and

**WHEREAS**, after reviewing the circumstances surrounding the incident and the current state of the law regarding the availability of immunity pursuant to the Mississippi Tort Claims Act, the Office of the City Attorney recommended that the claim be compromised; and

**WHEREAS**, it is recommended that the claim of Jermal Clark be compromised for the sum of \$71,968.54 without any admission of liability.

**IT IS HEREBY ORDERED** that the claim of Jermal Clark for property damage may be compromised for the sum of \$71,968.54 with the understanding that the City of Jackson is not admitting liability and subject to Jermal Clark accepting offer and releasing the City of Jackson for any known or unknown damage arising out of the May 30, 2023 incident.

**Council Member Hartley** moved adoption; **Council Member Stokes** seconded.

Yeas – Banks, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – Foote.

\* \* \* \* \*

**Note: Council Member Foote** returned to the meeting.

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**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “BETTERSTEN WADE, ET AL. V. CITY OF JACKSON, MISSISSIPPI, ET AL.” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 1:19-CV-725-EFP.**

**WHEREAS**, on October 24, 2019, Bettersten R. Wade and Vernice Robinson, individually and on behalf of all the heirs at law and wrongful death beneficiaries of George Robinson, Deceased filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi; Anthony Fox, Desmond Barney, Lincoln Lampley, in their individual and official capacities; and American Medical Response, Inc. alleging state and federal claims relative to the alleged wrongful death of George Robinson on January 15, 2019; and

**WHEREAS**, the parties, through counsel, participated in mediation on April 12, 2024 and reached a proposed agreement to settle the aforementioned lawsuit; and

**WHEREAS**, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit in return for a complete release of the City of Jackson, Mississippi, Anthony Fox, Demond Barney and Lincoln Lampley from the lawsuit; and

**WHEREAS**, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi, Anthony Fox, Desmond Barney and Lincoln Lampley; and

**WHEREAS**, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement; and

**WHEREAS**, the Office of the City Attorney is authorized to execute any documents necessary to settle and dismiss this lawsuit.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled Bettersten R. Wade, et al. v. City of Jackson, Mississippi, et al; In the Hinds County Circuit Court, First Judicial District; Cause No.: 1:19-cv--725-EFP; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and her Counsel, as full and final settlement of this matter.

**Vice President Lee** moved adoption; **Council Member Hartley** seconded.

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**President Banks** recognized **Drew Martin, City Attorney** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.**

**WHEREAS**, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

**WHEREAS**, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

**WHEREAS**, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

**WHEREAS**, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

**WHEREAS**, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

**NOW THEREFORE IT IS ORDERED** that we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

**Council Member Grizzell** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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There came on for consideration Agenda Item No. 43:

**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULTZ BIZ D.B.A. EDWARD J. PIERRE, III FOR PROFESSIONAL IT SERVICES TO SUPPORT THE ENTERPRISE RESOURCE PLANNING ("ERP") SYSTEM.** President Banks stated that said item was pulled by the Administration

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**ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.**

**WHEREAS**, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

**WHEREAS**, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

**WHEREAS**, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

**IT IS, THEREFORE, HEREBY ORDERED** that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

**Vice President Lee** moved adoption; **Council Member Grizzell** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

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**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
ADOPTING FEDERAL GUIDELINES FOR REDISTRICTING.**

**WHEREAS**, the difference in the population between the least populous and the most populous wards shall not exceed the percent (10%) of the ideal population for all wards (one man one vote); and

**WHEREAS**, the ward plan shall be established in a manner that insures the fair and effective representation of all minority groups residing in the municipality; and

**WHEREAS**, ward lines shall keep intact communities with established ties of common interest and association, whether historical, racial, economic, ethnic, religious or other; and

**WHEREAS**, each ward shall be contiguous; and

**WHEREAS**, each ward shall be as compact as possible; and

**WHEREAS**, each ward shall follow natural geographic boundaries, where possible; and

**WHEREAS**, Incumbents shall be separated into individual wards to the extent practicable, but only if such action does not affect adherence to the primary criteria stated herein.

**BE IT HEREBY RESOLVED** that the City Council of Jackson, Mississippi adopt these federal guidelines for redistricting.

**Vice President Lee** moved adoption; **Council Member Grizzell** seconded.

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**President Banks** recognized **Drew Martin, City Attorney** who provided a brief overview of said item.

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After a thorough discussion, **President Banks** called for a vote on said item:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
- Nays – Stokes.
- Absent – None.

\*\*\*\*\*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 35<sup>th</sup> ANNUAL MAY DAY PARADE AND FESTIVAL.**

**WHEREAS**, the Westside Civic Club proudly presents its 35<sup>th</sup> Annual May Day Festival and Parade to be held on May 4, 2024; and

**WHEREAS**, the purpose of the parade and festival is for families, friends as well as the community and its leadership to continue to get to know each other on a more personal level; and

**WHEREAS**, this event is also an occasion to highlight positivity and enjoy a day of fun filled family events as the tradition continues year after year; and

**WHEREAS**, this grand celebration was created to instill peace and love in the community. This event can be passed on to generations giving them something to look forward to that involves both the young and the old.

**THEREFORE, IT IS HEREBY RESOLVED** that the City of Jackson is hereby authorized to support the Westside Civic Center in its 35<sup>th</sup> Annual May Day Parade and Festival Celebration.

**Council Member Grizzell** moved adoption; **Vice President Lee** seconded.

- Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
- Nays – None.
- Absent – None.

\*\*\*\*\*

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There came on for Discussion Agenda Item No. 48:

**DISCUSSION: POTHOLES:** President Banks stated that said item will be held until a later date due to the absence of Council Member Stokes.

\* \* \* \* \*

There came on for Discussion Agenda Item No. 49:

**DISCUSSION: COMFORT STREET:** President Banks stated that said item will be held until a later date due to the absence of Council Member Stokes.

\* \* \* \* \*

There came on for Discussion Agenda Item No. 50:

**DISCUSSION: ENGAGEMENT OF AUDITOR:** President Banks stated that said item had been discussed earlier in the meeting.

\* \* \* \* \*

There came on for Discussion Agenda Item No. 51:

**DISCUSSION: REDISTRICTING WITH CMPDD:** President Banks stated that said item had been discussed earlier in the meeting.

\* \* \* \* \*

**DISCUSSION: POST TORNADO TREE DEBRIS IN WARD 1:** President Banks recognized Council Member Foote who expressed concerns regarding large chunks of cut up trees from a recent storm that had been cut up and left on the curbs and the need for help in picking up the debris. President Banks recognized Safiya Omari who stated the administration would explore all options to get the storm debris picked up.

\* \* \* \* \*

**DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY.** President Banks and the City Council members discussed to continue the emergency.

\* \* \* \* \*

**MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.** President Banks stated that all City Council members had received the monthly financial report for review.

\* \* \* \* \*

The following reports/announcements were provided during the meeting:

- **Safaya Omari, Chief of Staff** announced the following:
  - Join Us for Denim Day on tomorrow Wednesday, April 24th, 2024, 11:00am -1:00 pm in the Josh Halbert Garden at City Hall. Denim Day calls for everyone to wear denim to show support for victims and survivors of sexual harassment, abuse, assault, and rape.
  - The City of Jackson’s Planning and Development Department via the Neighborhood Services Division (NSD) and the Fair Housing Division, is pleased to announce its first Annual NSD Planning Expo 2024 Saturday, April 27, 2024 at the Jackson Convention Complex from 4:00pm to 8:00pm.



- Encouraged constituents to call 311 for non-emergency city issues and advised that the 311 app would be going live within the next 30 days.
- **Council Member Hartley** announced the following:
  - Thank all the participants who help with last Saturdays Community Clean Up on Monument and Robinson Streets.

\*\*\*\*\*

The meeting was closed in memory of the following individuals:

- **In Memory of Minnie Lee Carter**
- **In Memory of Charlie Jennings, Jr.**
- **In Memory of Dr. Willie F. Jackson**
- **In Memory of Dr. London Branch**
- **In Memory of Gerald “Buster” Bates**
- **In Memory of Mattie Ford**
- **In Memory of Lance Williams**
- **In Memory of Amos Sanders**

\*\*\*\*\*

**President Banks** recognized **Council Member Lindsay** who moved, seconded by **Vice President Lee** to go into Closed Session regarding Agenda Item No. 7: Potential Litigation. The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

\*\*\*\*\*

**President Banks** announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding Agenda Item No. 7: Potential Litigation.

\*\*\*\*\*

During Closed Session, **Council Member Grizzell** moved, seconded by **Council Member Lindsay** to go into Executive Session regarding Agenda Item No. 7 – Potential Litigation. The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

\*\*\*\*\*

**President Banks** announced that the Council would go into Executive Session regarding Agenda Item No. 7 – Potential Litigation.

\*\*\*\*\*

**Note: Council Member Stokes** left the meeting during the discussion.

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Council Member Grizzell moved, seconded by Vice President Lee, to come out of Executive Session. The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.  
Nays – None.  
Absent – Stokes.

\* \* \* \* \*

President Banks announced to the public that the Council voted to come out of Executive Session and action was taken.

**ORDINANCE PROHIBITING BLOCKED RAILROAD CROSSINGS IN THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the City of Jackson, Mississippi, recognizes the serious safety hazards posed by blocked railroad crossings, including the potential for frustrated individuals to attempt dangerous maneuvers between stopped railcars and hindrance to emergency services' access to individuals and hospitals; and

**WHEREAS**, the federal railroad administration acknowledges the authority of local communities to address the issue of blocked crossings through regulations at the state or local level; and

**WHEREAS**, it is imperative for the city council of Jackson, Mississippi, to take proactive measures to ensure the safety and well-being of its residents and visitors;

**NOW, therefore, be it ordained by the City Council of Jackson, Mississippi:**

**SECTION 1: DEFINITIONS**

1. **Blocked Railroad Crossing:** any instance where a stationary train impedes the flow of motor vehicle or pedestrian traffic at a railroad crossing for a duration exceeding 5 minutes.

**Section 2: Prohibition of Blocked Railroad Crossings**

1. It shall be unlawful for any railroad conductor or operator to permit a blocked railroad crossing within the city limits of Jackson, Mississippi, for a duration exceeding 5 minutes, except in cases of emergency or operational necessity, as actively determined by Jackson Police Department, Jackson Fire department, and the Department of Public Works.

**Section 3: Movement of Transitioning Trains**

1. Trains transitioning from stationary status shall move no less than 100 feet before becoming stationary again, unless circumstances beyond the control of the railroad company or operator necessitate a shorter distance, as actively determined by Jackson Police Department, Jackson Fire Department, and the Department of Public Works.
2. Railroad conductors or operators shall immediately contact the Jackson's chief of police, fire chief, and public works director (or appointee) to notify each of the necessity transition the train to stationary status longer than 5 minutes.

**Section 4: Penalties for Violation**

1. Any railroad conductor or operator found to be in violation of this ordinance shall be subject to arrest and incarceration for a period of 15 consecutive days.
2. Additionally, violators shall be fined \$1,000 for each occurrence of a blocked railroad crossing exceeding the prescribed time limit.

**Section 4: Enforcement**

1. The Jackson Police Department and other relevant city authorities are hereby authorized to enforce the provisions of this ordinance.

- 
- 
2. Upon receiving a report of a blocked railroad crossing, law enforcement officers shall promptly respond to the scene and take appropriate action to ensure compliance with this ordinance.

**Section 5: Notification requirements**

1. Railroad companies or operators shall be required to promptly notify the Jackson Police Department, Jackson Fire Department, and the Department of Public Works in the event of a blocked railroad crossing lasting longer than 5 minutes.

**Section 6: Severability**

1. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

**Section 7: Effective Date**

1. This ordinance shall take effect immediately after its passage and publication as required by law.

**Section 8: Repeal of Conflicting Ordinances**

1. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**Council Member Grizzell** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

\* \* \* \* \*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on May 7, 2024. At 1:40 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_, \_\_\_\_\_  
COUNCIL PRESIDENT    DATE

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\* \* \* \* \*

# Adoption Of Ordinances



9



ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
ORDERING THE JACKSON POLICE DEPARTMENT TO IMPOUND AND THE  
CITY OF JACKSON TO ACQUIRE TITLE TO ANY VEHICLES INVOLVED IN  
DRIVE-BY SHOOTINGS IN THE CITY OF JACKSON

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the incidence of drive-by shootings and the readily available means of identification of such vehicles make it evident exactly what vehicles are being involved in these drive-by shootings in the City of Jackson; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the owners of these vehicles be relieved of the ownership of these vehicles to increase the likelihood that these type of crimes do not continue in the City of Jackson.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby orders the Jackson Police Department to impound and the City of Jackson to acquire title to any vehicles involved in drive-by shootings in the City of Jackson.

Agenda Item #  
May 21, 2024  
(Stokes)

9





# Claims



# Payroll



# Regular Agenda



12





**ORDER REAPPOINTING SUSAN GARRARD TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE ATTRACTIONS INDUSTRY 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**, the term of this constituency group of the Jackson Convention and Visitors Bureau expired on August 3, 2023; 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; and

**WHEREAS**, Susan Garrard, after evaluation of her qualifications, has been nominated by the Mayor to be reappointed to the bureau as the Attractions Industry Representative.

**IT IS THEREFORE ORDERED** that the Mayor's reappointment of Susan Garrard to the Jackson Convention and Visitors Bureau be confirmed with said term to expire August 3, 2027.

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May 21, 2024  
(Lumumba)

12

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

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This is **ORDER PEAPPOINTING SUSAN GARRARD TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE ATTRACTIONS INDUSTRY REPRESENTATIVE** legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, *City Attorney* \_\_\_\_\_

  
\_\_\_\_\_  
Date

13



Sum 5/14/24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON**

**WHEREAS**, on July 20, 2021, the Jackson City Council approved an Order authorizing the Mayor to execute a Program Management and Public Assistance Grants Management James & Associates, LLC Agreement with James & Associates, LLC to provide services to enhance and support the City of Jackson's grant management and program management operations; and

**WHEREAS**, the July 20 Order authorized incentive-based compensation at the rate of \$150.00 per hour, not to exceed the amount of Sixty Thousand Dollars and No Cents (\$60,000) and not to exceed the five percent (5%) federal administrative fee for services rendered from the main office of James & Associates, LLC and on-site at the facilities of the City of Jackson and will not exceed the allowable and allocable indirect costs of the grants secured and managed under said agreement, commencing upon execution, and ending three years after execution but shall not exceed 1,500 hours; and

**WHEREAS**, the previous agreement was amended on October 26, 2021, to adjust the not to exceed amount of Sixty Thousand Dollars and No Cents (\$60,000) to a not to exceed amount of Three Hundred Thousand Dollars and No Cents (\$300,000) based on additional management and monitoring services associated with American Rescue Plan Act (ARPA) of 2021 expenditures; and

**WHEREAS**, the purpose of entering into this agreement is for additional hours to complete requests for additional public assistance from FEMA and MEMA; and

**WHEREAS**, James and Associates, LLC, with its principal office at Briarwood Drive, Suite B, Jackson, Mississippi 39206, will receive incentive-based compensation at the rate of \$150.00 per hour not to exceed 1,500 Either party may terminate this agreement at any time upon thirty (30) day notification; and

**WHEREAS**, either party may terminate this agreement any time upon thirty (30) day notification. Upon termination, James and Associates, LLC shall be entitled to receive compensation for any work accrued, but not paid by the City. The City may, at its option, agree to renew, extend and revise this agreement prior to its expiration; and

**WHEREAS**, the City shall indemnify, defend, and hold harmless the James & Associates, LLC against claims, liabilities, damages, losses, or other obligations that may arise from the City's actions under the agreement. The James & Associates, LLC shall indemnify, defend, and hold harmless the City against claims, liabilities, damages, losses, or other obligations that may arise from the James & Associates, LLC's actions under the agreement; and

**WHEREAS**, a copy of the proposed agreement is attached and made a part of the minutes.

**IT IS HEREBY ORDERED** that the Mayor is authorized an Amended Quote Price Agreement and a Professional Services Agreement with James & Associates, LLC, 246 Briarwood Drive, Suite 102, Jackson, Mississippi 39206, to provide additional hours to complete requests for additional public assistance from FEMA and MEMA at the rate of \$150.00 per hour not to exceed 1,500 hours, to begin on the date of contract execution and ending until services are completed

Agenda Item # 13  
May 21, 2024  
(Malembeka Lumumba)

which is usually a minimum of three years or upon project close out of the FEMA Public Assistance Program but shall not exceed 1,500 hours.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 22, 2024**  
DATE

<b>POINTS</b>		
1.	<b>Brief Description/Purpose</b>	ORDER TO AMEND THE ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM MANAGEMENT AND PUBLIC ASSISTANCE GRANTS MANAGEMENT CONSULTANT AGREEMENT WITH JAMES & ASSOCIATES, LLC TO EXTEND THE LENGTH OF THE AGREEMENT.
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	N/A
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	To continue the work of recovering reimbursement funds from FEMA and MEMA, etc.
5.	<b>Schedule (beginning date)</b>	Upon Approval of Council
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	ALL WARDS  CITY WIDE
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	CFO's Office/ Department of Administration and Finance
8.	<b>COST</b>	\$150/ hr. for 1,500 hours
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	391.40193.6419
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 Lumumba

FROM: Fidelis Malembeka, Chief Financial Officer

DATE: April 22, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON.

---

The agenda item which accompanies this memo requests that the City Council authorizes the Mayor to execute a professional services agreement and an amended quoted price agreement with James & Associates, LLC to provide grant management administrative services for The City of Jackson.



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 is ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Sondra Moncure, Special Assistant 

  
\_\_\_\_\_  
Date



## **Professional Services Agreement (Program Management and Public Assistance Grants Management Consulting Services)**

This consulting agreement (the "Agreement") is made and entered on \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and between James & Associates, LLC, having its principal place of business 246 Briarwood Drive, Suite B, Jackson, MS 39206 (hereinafter referred to as the "Consultant") and the City of Jackson (hereinafter referred to as the "Client").

### **1. Services**

The Consultant will provide services to enhance and support the City of Jackson's grant management and program management operations, which may include but are not limited to:

- Administer and manage the City's Public Assistance Funding and other grant funding sources.
- Assisted city(s) in identifying and managing Community Development Block Grant Disaster Programs and ARPA funds
- Developed a process/system for disaster recovery program (i.e. documentation, procurement, contractors, payroll, grant support)
- Developed a process/system for disaster recovery program (i.e., procured goods and services, timekeeping, force account labor and equipment, disaster debris monitoring services)
- Assisted in the preparation of project estimates and scopes of work
- Assisted the city with financial reimbursement and reporting processes required by FEMA
- Assisted city with force account labor eligible expenses and project cost accounting
- Provided oversight of contractors' billing to ensure all costs eligible for grant funding are documented and claimed
- Performed interval review and reconciliation of actual project spending to ensure project costs are accurately captured
- Assisted city in the response to OIG audits and/or reviews
- Assisted city(s) in the review of purchasing policies to ensure compliance with eligible cost reimbursement
- Developed processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies
- Developed processes for applicant(s) to properly collect data and document information as necessary to optimize compliance with federal, state or other agencies
- Reviewed city insurance coverage in order to ensure compliance with laws, regulations and guidelines
- Assisted city to ensure no duplication of funding or submissions when multiple funding sources were utilized
- Assisted city(s) in ensuring hazard mitigation programs complied with laws, regulations and guidelines local state and federal.
- Provided services related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events

The scope of services will be subject to change from time to time as agreed to between the Consultant and the Client. Within 15 days of commencement of field work, the Consultant will develop a schedule of specific work that will be performed along with a timeline.

The Consultant will also provide briefings, updates and other forms of communication to keep the Client informed regarding the progress of the work.

The Consultant will perform the services in a competent and professional manner. The Consultant will comply with applicable laws.

## **2. Compensation and Reimbursement**

The Client agrees to pay the Consultant a rate \$150 per hour not to exceed 1,500 hours in administrative fee for services rendered from the Consultant's main office and on-site at the Client's facilities and will not exceed the allowable indirect cost of the grants being managed. The Consultant agrees to invoice the Client bi-weekly or monthly, payable in 30 days but no later than 45 days after receipt of the invoice and inspection of services. The Consultant can request reimbursement for travel-related expenses that are incurred with the performance of this agreement, subject to the prior approval of the governing authority for the city. The city will not have any out-of-pocket expenses for consulting services as our fees are paid with federal administrative dollars.

## **3. Term and Termination**

This agreement will commence on the effective date set forth and continue until the services are completed, which is usually a minimum of three years or upon project close out of the FEMA Public Assistance Program. Either party may terminate this agreement at any time upon thirty (30) day notification. Upon termination, the Consultant shall be entitled to receive compensation for any work accrued, but not paid by the Client. The Client may at its option agree to renew, extend and revise this agreement prior to its expiration.

## **4. Confidential Information**

Both parties acknowledge that there is an exchange of confidential and proprietary information associated with this agreement. Confidential and proprietary information may include documents, communications, plans, processes, formulations, data, know-how, financial information, techniques, methods, customers, suppliers, partners, patents, trademarks, designs, and other forms of tangible or intangible artifacts owned by the Client. Confidential and proprietary information does not include information within the public domain, information that has been publicly known prior to the execution of this agreement, or information that the Consultant developed independent of any confidential information.

The Consultant will not divulge, disseminate, publish or otherwise disclose any information without the prior consent of the Client. The Consultant will not use any information for purposes other than the performance of services described in this agreement. The Client agrees to not disclose confidential information to the Consultant except to the extent that the Consultant requires this information to fulfill the obligations within this agreement.

If the Client has any concerns over the sharing of sensitive information and requires additional control measures, the Consultant will establish secured means of information sharing that are mutually agreeable to both parties. These control measures may include restricting who can copy, print, or change documents during the course of the engagement.

**5. Indemnification**

Notwithstanding other provisions of this agreement, the Client shall indemnify, defend and hold harmless the Consultant against claims, liabilities, damages, losses or other obligations which may arise from the Client's actions under the agreement. The Consultant shall indemnify, defend and hold harmless the Client against claims, liabilities, damages, losses or other obligations which may arise from the Consultant's actions under the agreement.

**6. Relationship of Parties**

The parties agree that this agreement creates an independent contractor relationship, not an employment relationship. Neither party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other, and neither shall have the right or authority to contract in the name of the other, nor shall it assume or create any obligations, debts, accounts or liabilities for the other.

**7. Role of the Consultant**

The Consultant will not make management decisions on behalf of the Client. The role of the Consultant shall be advisory in nature with no perceived conflicts of interest prior to, during or after the engagement with the Client. This role will also extend to any third parties that the Consultant may use during the course of the engagement.

**8. Quality Assurance and Control**

In an effort to ensure that the Consultant provides high quality work, the Client will assign someone of sufficient knowledge and expertise to review and approve the work of the Consultant. In the event that the Consultant uses a third party, the Consultant is responsible for the quality of the work delivered by the third party.

**9. Primary Points of Contact**

For purposes of executing this agreement, the primary points of contact between the Consultant and the Client are:

Consultants

James & Associates, LLC  
246 Briarwood Drive, Suite 102  
Jackson, MS 39206  
Phone: 601-316-1444  
Email: tyrone@governmentsrvs.com

Client

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Any notices or other communications will be directed to these primary points of contact by appropriate means which may include email, phone, regular mail or expedited mail.

**10. Governing Law**

This agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi.

**11. Entire Agreement**

This agreement represents the entire understanding of the parties superseding all prior agreements, understandings and discussions whether conveyed orally or in writing, and there are no other warranties, commitments, understandings or representations with respect to this agreement.

I represent that I have the authority to enter into this agreement:

**Consultant**

**Client**

\_\_\_\_\_  
Title: **Partner**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

14



**ORDER AUTHORIZING PAYMENT TO AUTOMATION  
DESIGNS & SOLUTIONS, INC, FOR TWO FINGERPRO ID  
KISOK SYSTEMS TO SUPPORT THE JACKSON POLICE  
DEPARTMENT'S IDENTIFICATION SYSTEM.**

4/18/24 J. WADDEY

**WHEREAS**, the Jackson Police Department (JPD) requires equipment and software for the Identification System for the City of Jackson's ID Unit located at JPD Headquarters'; and

**WHEREAS**, the Jackson Police Department solicited quotes for two (2) Palm Live Scan FingerPro ID Kiosk systems; and

**WHEREAS**, Automation Designs & Solutions, Inc. submitted a quote for two (2) Palm Live Scan FingerPro ID kiosk system including (a) Thales MultiScan-Plam/10 Print Livescan; (b) FingerPro ID Software for Plam/10Print Capture; (c) TOT Package Includes Criminal Arrest, Civil Applicant, and Sex Offender Registration; (d) Computer with three year Lenovo Depot Warranty with 22" Monitor; (e) E-Seek ID Reader; (f) Printer with additional tray; (g) Print to Card Software; (h) Topaz signature pad for FingerPro ID and Thales Plamscan; (i) Five-year warranty for FingerPro ID and Thales Plamscan; (j) Import/Export to Jail Tracker. (The sample file must be provided by the software intended for configuration for export to FingerPro ID); (k) Topaz signature pad for electronic signature capture; and

**WHEREAS**, Automation Designs & Solutions, Inc offers said equipment and support at a cost of \$4,995.00/per device for five (5) years; therefore, the total cost for the first year for two devices with on-site installation and setup is \$12,140.00 (total price includes \$150.00 shipping fee) and for the remaining four years at a cost of \$9,990.00; and

**WHEREAS**, Automation Designs & Solutions, Inc. represents that the FBI has certified that this product meets specifications listed in Appendix F of the FBI's Next Generations Identification System Image Quality Specification; and

**WHEREAS**, IDEMA Identity & Security USA, LLC also submitted a quote for the LiveScan System Desktop Tenprint/Palm Capture, including (a) IDEMA LiveScan System Software; (b) FBI Appendix F Certified Tenprint/Pam 550PPI Scanner with Moisture Discriminating Optics Scanner (MDO) Block Technology; (c) UPS; (d) Standard MS defined Workflows and profiles; (e) computer, monitor, and keyboard; (f) installation/on-site training; (g) one-year warranty and (h) freight for that total cost of \$16,6175 per unit; and

**WHEREAS**, Automation Design & Solutions, Inc., located at 1070 Lake Village Circle, Suite D, Brandon, MS 39047, submitted the lowest and best quote and is in good standing to do business in the state; and

**WHEREAS**, the Jackson Police Department proposes that the City of Jackson purchase two devices with on-site installation and setup at \$12,140.00 (total price includes \$150.00 shipping fee) and for the remaining four years at a cost not to exceed \$9,990.00 including a five-year warranty.

**IT IS HEREBY ORDERED** the Jackson Police Department is authorized to purchase two devices with on-site installation and setup at a cost not to exceed \$12,140.00 (total price includes \$150.00 shipping fee) for the first year and for the remaining four years at a cost not to exceed \$9,990.00, which includes a five year warranty from Automation Designs & Solutions, Inc.

**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.

**APPROVED FOR AGENDA:**

**By: WADE, LUMUMBA.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**April 5, 2024**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	Order Authorizes Acceptance of Quote from . Automation Design & Solutions, Inc. (AD&S) for Equipment and Software Related to FingerPro ID System which is design to safely house JPD's ID System.			
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Crime Prevention & Improves the Quality of Life			
3.	<b>Who will be affected?</b>	City of Jackson			
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.			
5.	<b>Schedule (beginning date)</b>	Upon 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>	ALL WARDS  CITYWIDE			
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Jackson Police Department			
8.	<b>COST</b>	\$12,140 Installation and setup which includes a 5-year warranty.			
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>	*JPD Budget Account Number #001.442.30.6231			
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 ___	___ ___ ___ ___ ___

OFFICE OF THE CITY ATTORNEY  
4/18/24 *A.M.*

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 PAYMENT TO AUTOMATION DESIGNS & SOLUTIONS, INC. FOR TWO FINGERPRO ID KISOK SYSTEMS TO SUPPORT THE JACKSON POLICE DEPARTMENT'S IDENTIFICATION SYSTEM** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, *City Attorney*  
Sondra Moncure, *Special Assistant* *A.M.*

*4/29/24*  
Date



# AD&S INC.

Automation Designs & Solutions, Inc.

1070 Lake Village Circle, Suite D  
Brandon, MS 39047  
Office: (601) 992-4121  
Fax: (601) 992-4645  
www.fingerpro.net



Date:	Account Manager:	Phone:	Email:	Fax:	Quote #
3/27/24	Chrissy Ramirez	601-992-4121	cramirez@fingerpro.net	601-992-4645	MS03272024JAC1

Quote To: Jackson Police Department  
Address: 327 E. Pascagoula St.  
Jackson, MS 39201

Attention: Commander Abraham Thompson  
Phone:  
Cell:  
Email: [athompson@city.jackson.ms.us](mailto:athompson@city.jackson.ms.us)

Qty	CMT Part #	Description	Unit Price	Extended
2	Installation / Training	Onsite installation and setup for FingerPro ID kiosk system.	\$5,995.00	\$11,990.00

### Ongoing Charges

2	Palm Live Scan FingerPro ID Kiosk System *	<p><b>Powder-coated steel kiosk designed to safely house your entire FingerPro ID system. Features an adjustable height encasing for your scanner.</b></p> <p><b>Includes:</b></p> <ol style="list-style-type: none"> <li>1. Thales MultiScan-Palm/10 Print Livescan.</li> <li>2. FingerPro ID Software for Palm/10 Print Capture.</li> <li>3. TOT Package includes Criminal Arrest, Civil Applicant, and Sex Offender Registration.</li> <li>4. Computer with 3 Year Lenovo Depot Warranty with 22" Monitor.</li> <li>5. E-Seek ID Reader</li> <li>6. Printer with additional tray.</li> <li>7. Print to Card Software.</li> <li>8. Topaz signature pad for electronic signature capture</li> <li>9. Five year warranty for FingerPro ID and Thales PalmScan.</li> <li>10. Import / Export to Jail Tracker. ( The sample file must be provided by the software intended for configuration for export to FingerPro ID)</li> <li>11. Topaz signature pad for electronic signature capture.</li> </ol>	4995.00/ Per year, 4 years	\$9,990.00
	*	The FBI has certified that this product meets specifications listed in Appendix F of the FBI's Next Generations Identification System Image Quality Specification.		

New Customer  Current Customer

Sales Tax:  Non Exempt  Exempt

*If Tax Exempt, Certificate Must be Supplied.*

#### Terms:

1. Prices are valid for 45 days.
2. Prices are valid only for the purchase of two kiosks.
3. Payment Terms for Onsite Installation/ Setup/ Training: Net 30 days from
4. Yearly payments for four years are due by January 15th of each year following the installation/training date.

Subtotal:	\$11,990.00
Sales Tax	
Shipping:	\$150.00
Other:	
<b>TOTAL:</b>	<b>\$12,140.00</b>

Quote Presented By: Chrissy Ramirez Date: 3/27/2024

Quote Accepted By: \_\_\_\_\_  
Name Title Signature





**Solution Description and Pricing**

IDEMIA offers the equipment and services described in Tables 1- 1. Tables 1-2 shows Tenprint (Fingerprint)/Palm Capture. Tables 3 shows Tenprint (Fingerprint) only capture.

**Tenprint/Palm Capture - Table 1 - Table 1**

*JD*

Tenprint/Palm Capture - Desktop		Table 1 Pricing	Price Source: SL-LAWENF
Description		Unit Price	
LS-D-53ED-22 LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-UPS LS-IAT-CUSTOM LS-FREIGHT-DP	<b>IDEMIA LiveScan System Desktop Tenprint/Palm Capture, including:</b> <ul style="list-style-type: none"> <li>• IDEMIA LiveScan System Software</li> <li>• FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology</li> <li>• Computer, Monitor, Keyboard</li> <li>• UPS</li> <li>• Standard Mississippi defined Workflows and profiles</li> <li>• Installation / On-site Training</li> <li>• Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>• Freight</li> </ul>	\$16,517 <i>2=</i>	
LS-D-53ED-MAINT-95	<b>Optional Annual Maintenance: (to start after 1<sup>st</sup> Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement</b>	\$2,989 <i>2=</i>	

**Tenprint (Fingerprint) Capture - Table 2**

Tenprint (Fingerprint) - Desktop		Table 2 Pricing	Price Source: SL-LAWENF
Description		Unit Price	
LS-D-TOP2020-22 LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-IAT-CUSTOM LS-FREIGHT-DP	<b>IDEMIA LiveScan System Desktop Tenprint, including:</b> <ul style="list-style-type: none"> <li>• IDEMIA LiveScan System Software</li> <li>• FBI Appendix F Certified Tenprint 500ppi Scanner</li> <li>• Computer, Monitor, Keyboard</li> <li>• Standard Mississippi defined Workflows and profiles</li> <li>• Installation / On-site Training</li> <li>• Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>• Freight</li> </ul>	\$5,919	
LS-D-TOP2020-MAINT-95	<b>Optional Annual Maintenance: (to start after 1<sup>st</sup> Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement</b>	\$1,799	

**Options and Pricing**

IDEMIA equipment options and pricing described in Table x Options Pricing

Description		Unit Price
LS-PRNT-M	Printer Black & White Tenprint Card, Duplexer	\$1,409
LS-PRNT-M-MAINT-95	Annual Maintenance 9x5	\$212
LS-F-MUG	Digital Photo Capture for Fixed Height Cabinet to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	\$1,701
LS-X-MUG-MAINT-95	Annual Maintenance 9x5	\$212
LS-A-MUG	Digital Photo Capture for Adjustable Height Cabinet to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	\$1,701
LS-X-MUG-MAINT-95	Annual Maintenance 9x5	\$212
LS-DP-MUG LS-DP-MUGTi	Digital Photo Capture for Desktop Portable System to include: Digital Camera, Digital Photo Capture Software, Tripod	\$1,409
LS-X-MUG-MAINT-95	Annual Maintenance 9x5	\$212

LS-FBSCAN	Flatbed Scanner – (for processing inked cards)	\$1,700
LS-FRSCAN-MAINT-95	Annual Maintenance 9x5	\$255
LS-IDRDR	Driver's license and other ID magnetic stripe reader	\$880
LS-IDRDR-MAINT-95	Annual Maintenance 9x5	\$132
LS-UPS	UPS Power Supply	\$152
LS-SWOX-DI-OFCS-BPUSH	Demographic Interface (DI): B.TXT files from external system via FTP or Windows File Share - pushed to System - show in LiveScan Inventory View available for editing.	\$1,500
LS-SWOX-DIXML	Demographic Interface (DI): allows XML files to be imported into LiveScan - format specific to IDEMIA. XML files pushed to or pulled down by LiveScan via FTP, SMTP, or Windows File Share.	\$850
LS-COMX-AFX	TPE v.5 AFX Tracker AFIS Protocol Support using IDEMIA OFCS w/WSQ compression.	\$850
LS-SWOX-PRINTPDF	TPE v.5 allows printing to PDF files--Tenprint Cards and other items	\$425

**IDEMIA LiveScan System – Details** Table 5. Details

Item	Description
Mississippi Touch Print Enterprise (TPE) Customization	<ul style="list-style-type: none"> <li>◆ TOTS: ARR, APP, LOCAPP, DOC</li> <li>◆ Cards: FD884, MS Applicant, MS Arrest, MS Criminal Inquiry, MS DOC, Photo</li> <li>◆ Transmits: NIST via SMTPS</li> <li>◆ Return msg: Yes</li> </ul>
LS-COMX-SMTP-SSL	<ul style="list-style-type: none"> <li>◆ Fingerprint Record Transmission via SMTP over SSL</li> <li>◆ Provides secure email communications using SSL (Secure Sockets Layer) /TLS (Transport Layer Security) 1.2, 1.3</li> </ul>
LS-COMX-POP3-SSL	<ul style="list-style-type: none"> <li>◆ POP3 Client Messaging over SSL</li> <li>◆ Provides POP3 Client interface to Jackson Police Department-supplied POP3 Mail Server for mail message retrieval using SSL(Secure Sockets Layer)</li> <li>◆ Also represents "TLS" (Transport Layer Security) solution using TLS 1.0 - 1.3.</li> </ul>

### Customer Responsibilities

Jackson Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies. This includes verifying all network connections and/or devices are in place and connected to the desired remote destination prior to shipment and scheduling installation of the LiveScan System.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Installing, testing, and/or troubleshooting any network communication connections, lines, and/or Jackson Police Department network devices.
- ◆ Obtaining all required authorizations for connectivity.
- ◆ Completion and return of the IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Jackson Police Department responsibility. IDEMIA does not offer or resell these items.

### Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between Jackson Police Department and applicable receiving agencies will be in place.

- ◆ Jackson Police Department will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from Jackson Police Department.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Jackson Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

**Pricing valid through: April 16<sup>th</sup>, 2024**

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

**IDEMIA**  
14 Crosby Dr., 2<sup>nd</sup> Floor  
Bedford, MA 01730  
Email: [Gregory.baldwin@us.idemia.com](mailto:Gregory.baldwin@us.idemia.com) | [anamtkorders@us.idemia.com](mailto:anamtkorders@us.idemia.com)

Please direct all questions and order correspondence to:

**Gregory Baldwin**  
IDEMIA Inside Sales  
Email: [Gregory.Baldwin@us.idemia.com](mailto:Gregory.Baldwin@us.idemia.com) | Tel: (260) 443-9285

We look forward to working with you.

Sincerely,

**Casey Mayfield**  
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

## Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
<b>Software Support 9X6*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support – On-site 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
<b>Software Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
<b>Hardware Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

\*Customer local time



11851 Freedom Drive, Suite 1800  
Reston, VA 20190

March 26<sup>th</sup>, 2024

Captain Abraham Johnson  
Jackson Police Department  
327 E Pascagoula St  
Jackson, MS 39205  
601-960-1234  
athompson@city.jackson.ms.us

**Reference No. IDMS-L032624-01**

IDEMIA is pleased to provide Jackson Police Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard State of Mississippi software and workflows.

**IDEMIA's fully integrated LiveScan solution provides Jackson Police Department the following features and benefits:**

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State
- ◆ Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty

15



OFFICE OF THE CLERK  
MAY 21 2024

**ORDER AUTHORIZING THE DEPARTMENT OF INFORMATION TECHNOLOGY TO PROCURE A CREDIT CARD PURCHASING SYSTEM PROVIDED BY GLOBAL PAYMENTS DIRECT, INC. AND ACCEPTING THE CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES**

**WHEREAS**, due to the discontinued use of Paymentus within Tyler Cashiering as an online, credit card purchasing system for citizens, the Department of Information Technology must select a new credit card system to allow various departments to accept payments; and

**WHEREAS**, Tyler Technologies provides cashiering within Munis to collect money and secure purchases from citizens. The system was discontinued with Tyler Technologies in 2023 as an online and credit card payment system. It allowed city offices to accept purchases via credit card per transaction from the customer through an online portal; and

**WHEREAS**, the Department of Information Technology represents that Global Payments Direct, Inc., is the most affordable online and credit card purchasing system; and

**WHEREAS**, Global Payments Direct, Inc. is an online payment and credit card processing company with no fees for implementation and installation and a guarantee of complete setup within Munis and online in approximately five to seven days; and

**WHEREAS**, the Department of Information Technology will enter into this agreement to allow the Municipal Court, Department of Municipal Clerk, Fire Department, Jackson Police Department, Human and Cultural Services, and any City department to process payments for passports, fines, permits, event tickets, court fees, and auction fees; and

**WHEREAS**, Global Payments Direct, Inc. proposed the following fees for the Lane 3000 credit care machine:

- The purchase price is \$695.00 or \$38.95 to lease the credit card device;
- Buy one and get one free for the first eight devices;
- 12 purchased = \$8,340, comes with a one-year warranty;
- 12 leased = \$467.40 per month, with free replacements, and machines can be upgraded after two years at no additional costs.

**WHEREAS**, each department will determine how many machines are needed to support its operations and whether to lease or purchase the credit card machine; and

**WHEREAS**, Global Payment Direct, Inc. acquires the fee of no more than 3.5% per online and credit card transaction via notification to the customer before completing transactions; and

**WHEREAS**, the processing fees of 3.5 percent will be passed on directly to customers at the time of payment, and the City will not receive a credit card processing statement and will have access to all the reporting tools and resources for reporting needs; and

**WHEREAS**, the Card Services Agreement shall remain in full force and effect for an initial term of one year from the effective date; and

Agenda Item #  
May 21, 2024  
(Reid, Lumumba)

15



**WHEREAS**, the Department of Information Technology requests the authority to submit the Client Worksheet on behalf of the City, which requires accurate information about the sales profile of the City, banking information, preferred contact information, and implementation; and

**WHEREAS**, Section 17-52-1 of the Miss. Code Ann., as amended, authorizes the governing authorities to allow the payment of various taxes, fees, and other accounts receivable to the municipality by credit cards, charge cards, debit cards, and other forms of electronic payment, in accordance with the policies established by the State Auditor; and

**WHEREAS**, a copy of the Card Services Terms and Conditions for Government Entities is attached and made a part of the minutes.

**IT IS ORDERED**, that the governing authorities for the City of Jackson accept the Card Services Terms and Conditions for Government Entities to the extent that the provisions do not conflict with policies established by the State Auditor.

**IT IS FURTHER ORDERED**, that the City of Jackson's departments be authorized to obtain credit card machines in accordance with the fees outlined in this Order, whether purchased or leased, to support the payment of various taxes and fees to the City of Jackson.

**IT IS FURTHER ORDERED**, that the Department of Information Technology and City departments are authorized to execute the Client Worksheet and related documents necessary to use the Lane 3000 credit card machines.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**February 29, 2024**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE TERMS AND CONDIONS AGREEMENT WITH GLOBAL PAYMENTS DIRECT, INC.</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	N/A
3.	<b>Who will be affected</b>	Selective Departments using credit card machines an online purchases
4.	<b>Benefits</b>	The City of Jackson, residents, visitors and vendors
5.	<b>Schedule (beginning date)</b>	Upon execution
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits, if applicable</b>	Information Technology
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/> ▪	Department of Information Technology
8.	<b>COST</b> <input type="checkbox"/>	\$0.00
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"/>	N/A
10.	<b>EBO participation</b>	ABE _____% WAIVER ___ no ___ N/A ___x___ AABE _____% WAIVER ___ no ___ N/A ___x___ WBE _____% WAIVER ___ no ___ N/A ___x___ HBE _____% WAIVER ___ no ___ N/A ___x___ NABE _____% WAIVER ___ no ___ N/A ___x___



**MEMORANDUM**

Date: February 29, 2024

To: Dr. M. Reid, Director

From: Rhushell Moore

Subject: Justification for Use of Terms and Conditions with Global Payments Direct, Inc.

Please find attached the Terms and Conditions for installing and operating a credit card purchasing system using Cashiering, a product of Tyler Technologies, provided by Global Payments, Inc.

The Terms and Conditions state that the City will not be charged any fees for implementation, use, and annual fees. However, the company will receive a processing fee of 3.5% per transaction, which is approved by the customer during each credit card transaction.

The reason for selecting this company is that the previous credit card payment system, Payments (Tyler Technologies), is no longer operable within Cashiering. The new system will be implemented with online accessibility and a credit card machine accepting all credit and debit cards, including Apple Pay and Samsung Pay. The credit card machines are to be purchased by City offices that request an actual machine(s) to be present for customers' use.

For installation, the office(s) requesting online access and credit card machine(s) must complete the Terms & Conditions and Client Worksheet. The credit card machine purchasing agreement form is separate and must be completed by individual offices that desire to purchase or lease a credit card machine(s) for hands-on use.

RM

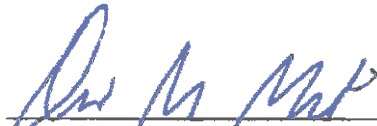
Office of the City Attorney

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 DEPARTMENT OF INFORMATION TECHNOLOGY TO PROCURE A CREDIT CARD PURCHASING SYSTEM PROVIDED BY GLOBAL PAYMENTS DIRECT, INC. AND ACCEPTING THE CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES** is legally sufficient for placement in NOVUS Agenda.



**Drew Martin, City Attorney**

**Sondra Moncure, Special Assistant** A.M.



**Date**

OFFICE OF THE CITY ATTORNEY  
5/14/24



## CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

### 1. GENERAL.

- 1.1. The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. *Upon the earlier of a Merchant's submission of a transaction to Global Direct or signing the Merchant Application, Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.*
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

### 2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").
- 2.3. Provisions regarding debit card services are set forth in section 31 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 33 below.

- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

### 3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, <https://www.globalpaymentsinc.com/en-us/cardacceptanceguide> and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "Card Association Rules"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction consistent with the Card Association Rules. To the extent it is not prohibited under Mississippi law, Merchant will indemnify and hold Global Direct and Member harmless from any liability assessments (sometimes referred to as "fines" and "penalties") issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such liability assessments, fees and costs.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "Applicable Laws"), including those related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s) to the extent it is not prohibited under Mississippi law.
- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 39 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts (the "Accounts") with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under this Card Services Agreement by credit to Merchant's Account(s). Merchant's Account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, product service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. To the extent it is not prohibited under Mississippi law, Chargebacks and adjustments will be charged to Merchant's Account(s) on a daily basis. Merchant agrees to pay and Merchant's Account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's Account(s) will be debited for all fees, arbitration fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's Account(s) may be debited or credited, without notice, and if Merchant's Account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's Account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

#### **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent it is not prohibited under Mississippi law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, To the extent it is not prohibited under Mississippi law, to hold harmless and indemnify Global Direct for any costs,



expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.

6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.

8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.

9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Account(s) as described herein.

## 10. **WARRANTIES AND REPRESENTATIONS.**

10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions; (c) that Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction shall have been consummated and the sales slip

prepared in full compliance with the provisions of the Card Association Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (j) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, affiliate, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Card Association Rules, and that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Card Association Rules, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD, OR OTHERWISE FURNISHED HEREUNDER NOT ANY WARRANTY DISCLAIMED IN THIS SECTION PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.***

**INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent it is not prohibited under Mississippi law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the Card Association Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the Card Association Rules or any violation by Merchant of Applicable Laws; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant with respect to this Card Services Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or card association determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Card Association Rules. For purposes of this Agreement, including the foregoing indemnities and to the extent it is not prohibited under Mississippi law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not

acting within the scope of their duties). THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE NOR CONTRACT TO INDEMNIFY ANY PARTY TO THIS CARD SERVICE AGREEMENT AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE. To the extent it is not prohibited by Mississippi law, GlobalDirect shall indemnify, defend and hold Merchant and its officers, directors, employees and agents harmless from and against any and all claims, losses, damages, liabilities, or expenses (including attorneys' fees) incurred by any of them that relate to or arise from GlobalDirect's business activities

## 11. LIMITATION OF LIABILITY.

- 11.1. **To the extent it is not prohibited under Mississippi law, neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.**
- 11.2. **To the extent it is not prohibited under Mississippi law, the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy. THE CITY OF JACKSON IS GOVERNED BY CONSTITUTIONAL CONSTRAINTS, INCLUDING THE PROHIBITION AGAINST DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD OR OWNED BY THE CITY AS SET FORTH IN MS CONST. ART. 4 SECTION 100. THEREFORE, THE CITY HAS NO AUTHORITY TO LIMIT OR WAIVE ANY FORM OF DAMAGES DUE TO THE CITY OF JACKSON.**
- 11.3. **Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or to the extent it is not prohibited under Mississippi law, Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. To the extent it is not prohibited under Mississippi law, Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement. THE CITY OF JACKSON IS GOVERNED BY CONSTITUTIONAL CONSTRAINTS, INCLUDING THE PROHIBITION AGAINST DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD OR OWNED BY THE CITY AS SET FORTH IN MS CONST. ART. 4 SECTION 100. THEREFORE, THE CITY HAS NO AUTHORITY TO LIMIT OR WAIVE ANY FORM OF DAMAGES DUE TO THE CITY OF JACKSON ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, EVEN IF GLOBAL DIRECT, ISO, OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 11.4. **It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement.**
- 11.5. **Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.**

acting within the scope of their duties). THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE NOR CONTRACT TO INDEMNIFY ANY PARTY TO THIS CARD SERVICE AGREEMENT AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE. To the extent it is not prohibited by Mississippi law, GlobalDirect shall indemnify, defend and hold Merchant and its officers, directors, employees and agents harmless from and against any and all claims, losses, damages, liabilities, or expenses (including attorneys' fees) incurred by any of them that relate to or arise from GlobalDirect's business activities

## 11. LIMITATION OF LIABILITY.

- 11.1. **To the extent it is not prohibited under Mississippi law, neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.**
- 11.2. **To the extent it is not prohibited under Mississippi law, , the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy. THE CITY OF JACKSON IS GOVERNED BY CONSTITUTIONAL CONSTRAINTS, INCLUDING THE PROHIBITION AGAINST DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD OR OWNED BY THE CITY AS SET FORTH IN MS CONST. ART. 4 SECTION 100. THEREFORE, THE CITY HAS NO AUTHORITY TO LIMIT OR WAIVE ANY FORM OF DAMAGES DUE TO THE CITY OF JACKSON.**
- 11.3. **Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or to the extent it is not prohibited under Mississippi law, Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. To the extent it is not prohibited under Mississippi law, Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement. THE CITY OF JACKSON IS GOVERNED BY CONSTITUTIONAL CONSTRAINTS, INCLUDING THE PROHIBITION AGAINST DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD OR OWNED BY THE CITY AS SET FORTH IN MS CONST. ART. 4 SECTION 100. THEREFORE, THE CITY HAS NO AUTHORITY TO LIMIT OR WAIVE ANY FORM OF DAMAGES DUE TO THE CITY OF JACKSON ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, EVEN IF GLOBAL DIRECT, ISO, OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 11.4. **It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement.**
- 11.5. **Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.**

## 12. TERM AND TERMINATION.

12.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the "Initial Term"); provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the amendment shall not affect the then-existing term. The Card Services Agreement will automatically renew for additional one-year periods ("Renewal Term" or "Renewal Terms", and together with the Initial Term, the "Term") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multiyear fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant. *The Merchant shall have the right upon ten (10) working days written notice to the GlobalDirect to terminate this Card Services Agreement without damage, penalty, cost or expenses to the Merchant of any kind whatsoever, other than payment for services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.*

12.2. Notwithstanding the foregoing, Global Direct or Member may terminate or suspend performance of this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement; upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader; upon any failure to follow the Card Acceptance Guide or any Card Association Rules, upon any misrepresentation by Merchant; upon commencement of bankruptcy or insolvency proceedings by or against the Merchant; upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application; where the rules or regulations of any card association require that Member and/or Global Direct terminate and/or suspend this Card Services Agreement; or in the event Global Direct or Member reasonably deems itself insecure (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) in continuing this Card Services Agreement.

12.3. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder. In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

12.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's Account(s). If the deposit has already been posted to Merchant's Account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

13. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's Accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Card Association Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, To the extent it is not prohibited under Mississippi law, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback to the extent it is not prohibited under Mississippi law payment is subject to the prior approval of the governing authority for the city of Jackson, Mississippi. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

14. **RESERVE ACCOUNT; HOLDBACK RIGHTS.**

- 14.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. To the extent it is not prohibited under Mississippi law, Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent it is not prohibited under Mississippi law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member. **THE CITY OF JACKSON HAS NO AUTHORITY TO INDEMNIFY ANY PARTY TO THIS CARD SERVICE AGREEMENT AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.**
- 14.2. To the extent it is not prohibited under Mississippi law, Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the Card Association Rules or (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of this Card Services Agreement, Global Direct and Member may maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global Direct may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.
- 14.3. In addition to any of the other rights granted to Global Direct and Member hereunder, in the event that Global Direct and/or Member, at any time during the term of this Card Services Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Global Direct on behalf of Member may, without notice, hold funds otherwise payable to Merchant for such period as Global Direct and/or Member, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Global Direct and/or Member related to the same. To the extent (i) the investigation conducted by Global Direct and/or Member with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Global Direct and/or Member, and (ii) Global Direct and/or Member require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

## 15. DEFAULT/SECURITY INTEREST.

- 15.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), to the extent not prohibited under Mississippi law, any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein), (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent it is not prohibited by Mississippi law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Except as provided in section 15 (relating to the Reserve Account), Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant

agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, To the extent is not prohibited under Mississippi law, are described above in section 15.

- 15.2. Merchant also agrees that, in the event of a default by Merchant, Member has rights of setoff and recoupment and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct or Member may have under applicable law.

## 16. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

- 16.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Mississippi sitting in Hinds County or the United States District Court for the Southern District of Mississippi, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.
- 16.2. **Class Action Waiver: To the extent it is not prohibited under Mississippi law, Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class wide basis.**
- 16.3. To the extent not prohibited under Mississippi law, Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

17. **AMENDMENTS.** Global Direct shall have the right to modify or amend the terms and conditions of this Card Services Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Card Association Rules, changes to the fees charged by the card associations, Member, or other third parties, or in response to changes in applicable laws or regulations (collectively, a "Third Party Change") may be made effective immediately, with notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "Change Notice"), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Card Services Agreement, without liability for premature termination pursuant to section 13, by providing written notice thereof to Global Direct, provided that such notice must be given within five business days following the date of the Change Notice. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease. Other than the amendments set forth above, this Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant.
18. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
19. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

20. **SEVERABILITY; CONSTRUCTION.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
1. **NOTICES.** All notices from Merchant to Global Direct or Member under this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices from Global Direct or Member to Merchant under this Card Services Agreement shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder or via electronic posting or notification accessible to Merchant on Global Direct's Merchant Portal (<https://reporting.globalpay.com/login>) or any successor online reporting tool. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving notice to the other party.
22. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
23. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur. In either event, such date is referred to herein as the "Effective Date."
24. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's Accounts. Depository, Member, and/or Global Direct may charge any of Merchant's Accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the Account(s) or to the Depository. Merchant represents and warrants that: (a) the Account(s) will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account(s) and will keep such Account(s) open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Card Association Rules or Applicable Law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
25. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
26. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Global Direct, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Global Direct of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
27. **Merchant hereby asserts that it is exempt from the payment of taxes that might be applicable to the services procured hereunder.**
28. **REPORTING.** Merchant acknowledges that, under the Card Association Rules, certain merchant activity and terminations of merchant processing agreements may result in Global Direct or Member reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.
29. **RELATIONSHIP OF THE PARTIES.** Merchant designates Global Direct and Member as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Neither Global Direct nor Member, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Card Services Agreement or the rendition of services related to this Card Services Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Card Services Agreement is an arm's length commercial relationship.
30. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**



- 30.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Debit Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Debit Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Debit Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Debit Networks. Global Direct will provide connection to such Debit Networks, terminal applications, settlement, and reporting activities.
- 30.2. To the extent it is not prohibited under Mississippi law, Merchant will comply with all Applicable Laws and with all by-laws, regulations, rules, and operating guidelines of the Debit Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Debit Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.
- 30.3. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.
- 30.4. In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.
31. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Quest Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.
32. **DECLINE MINIMIZER SERVICES.** In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer

Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

### 33. CALLPOP OPENEDGE SERVICES.

33.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "CallPop OpenEdge Services") for Merchant's sole use with its internal business operations.

33.2. In the event that Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Agreement pursuant to the termination and/or suspension rights specified in the Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

33.3. ***Notwithstanding anything to the contrary herein, excepts as expressly provided herein and to the extent it is not prohibited under Mississippi law, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or noninfringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, EXPRESS OR IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY HARDWARE PROVIDED IN CONNECTION THEREWITH. GLOBAL DIRECT SPECIFICALLY DISCLAIMS ALL WARRANTIES AS TO THE MERCHANTABILITY, CONDITION, DESIGN, OR COMPLIANCE WITH SPECIFICATIONS OR STANDARDS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, WITH RESPECT TO THE CALLPOP OPENEDGE SERVICES. PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.***

34. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct to the extent it is not prohibited under Mississippi law. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

35. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are



sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

## 36. AMERICAN EXPRESS CARD ACCEPTANCE.

- 36.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.
- 36.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 37 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 37, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
- 36.3. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement to the extent it is not prohibited under Mississippi law, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section 37 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.
- 36.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 36.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard) to the extent not prohibited under Mississippi law. Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

- 36.6. To the extent it is not prohibited under Mississippi law, Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 36.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

### 37. ELECTRONIC SIGNATURES.

- 37.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 37.2. By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

### 38. SURCHARGES/OTHER FEES.

- 38.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. Merchant may also be charged certain fees and assessments established by the card associations and debit networks which are described in more detail at <https://www.globalpaymentsinc.com/ratetable>. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website ([www.globalpaymentsinc.com](http://www.globalpaymentsinc.com)) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.
- 38.2. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website ([www.globalpaymentsinc.com](http://www.globalpaymentsinc.com)) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review. The items listed in this section 39 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

- 38.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:
- 38.4. Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.
- 38.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct. Merchant will also be assessed a Discover Network Authorization Fee.
- 38.6. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.
- 38.7. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

39. **APPROVAL BY THE GOVERNING AUTHORITY FOR THE MERCHANT.**

40. It is understood that if this Card Services Agreement requires approval by the Governing Authority/City Council. If this Card Services Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.

## SURCHARGES FOR PREDOMINANT MARKET SECTORS Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

### Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

### Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

### **MOTO Electronic Merchant**

If you are a MOTO Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9-digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

### **Public Sector Electronic Merchant**

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

### **Lodging/Auto Rental Electronic Merchant**

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards



Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions. **Paper Deposit Merchant** Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

#### **Debit Card Merchant**

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

#### **Card Present / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of Wells Fargo Bank, N.A.

Debit sponsorship is provided by PB&T Bank, 301 West 5<sup>th</sup> Street, Pueblo, Colorado 81003 – 1(888)728-3550

## Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

### A. Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number Government Entities 04-22-GPI-WF, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

### IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition, by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

**Additional Owners - Complete Owner/Officer information must be present for all Equity Owners with 25% or greater equity in the business and for any persons with authority or control. An owner or person with authority or control must be present at the merchant's premises as a condition of this application.**

<b>Owner/Officer Name:</b>	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
<b>SIGNATURE: X</b>	Equity Owned: %	Title:		Date:
<b>Owner/Officer Name:</b>	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
<b>SIGNATURE: X</b>	Equity Owned: %	Title:		Date:
<b>Owner/Officer Name:</b>	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
<b>SIGNATURE: X</b>	Equity Owned: %	Title:		Date:
<b>Owner/Officer Name:</b>	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
<b>SIGNATURE: X</b>	Equity Owned: %	Title:		Date:
<b>Owner/Officer Name:</b>	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
<b>SIGNATURE: X</b>	Equity Owned: %	Title:		Date:
<b>Owner/Officer Name:</b>	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (if less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
<b>SIGNATURE: X</b>	Equity Owned: %	Title:		Date:

# Client Worksheet

Please return by fax:

or email to:

Merchant "Doing Business As" Name

Legal Business Name

Physical Location Address (No PO Box#)

Legal Address

City State Zip

City State Zip

Phone # Tax ID # (9 digits)

Phone # Years in Business Number of Depts.

Contact Name Phone #

Products and/or Services Sold

Contact Email Address

How many card readers?

Website

Website

## PREFERRED CONTACT INFORMATION

Contact Method Address Address for Statements Email Legal Legal Paperless Delivery Email Address of Fax # for Paperless Delivery Yes

## SALES PROFILE (MUST = 100%)

Card Swiped (face-to-face) % Manually Keyed/Recurring Payments % eCommerce (Website)/Patient Portal

## BANKING INFORMATION ALL FIELDS REQUIRED

Estimated Annual Credit Card Volume (Visa/MC/Discover/Amex) Estimated Average Ticket Highest Single Ticket

Bank Routing Number for Deposits Bank Account Number for Deposits Explanation of High Ticket How many Card Readers?

Estimated Annual Check Volume Estimated Highest Month of Check Volume

## AUTHORIZED SIGNER ALL FIELDS REQUIRED

Name (First and Last) Title Phone Number Email Address

## IMPLEMENTATION

What is your planned implementation date?

Do you charge a convenience fee?

Do you need to be enrolled in any Government programs to process? i.e., VISA Utility IRF, Government Higher Education, etc.



# Client Worksheet

**IMPORTANT: ATTACH VOIDED CHECK BELOW**

Please scan/email or fax a voided check with this worksheet for your deposit account. It must have the company name imprinted on it).

Tom's Restaurant 103 Main Street Anytown, ST 12345	DATE:    /    /
<b>VOID</b>	
TO THE ORDER OF: _____	\$ _____
_____	DOLLARS.
MEMO _____	
⑆ 222222222 ⑆	

# globalpayments

## Integrated

Date: 2/13/24

Randy Brown  
801.492.7116  
[Randy.Brown@globalpay.com](mailto:Randy.Brown@globalpay.com)

### The City of Jackson Mississippi

Lane 3000: purchase price \$695 or lease 38.95 each.

I can provide buy one get one free for your first 8 devices, so 8 no charge.

12 purchased = \$8,340, comes with a 1 year warranty.

12 Leased = \$467.40 monthly, this comes with free replacements and you can upgrade after 2 years no additional cost.

Processing Fees of 3.50% will be passed on directly to customers at time of payment, the city will not receive a credit card processing statement. However you will have access to all the reporting tools and resources for reporting needs.

*In response to your request, we are pleased to make the following rate quote for processing. Quote subject to change after 90 days.*



01-09-2024 (Rate Quote #: RQ-02211551)

**GPI Low Group Rates Global Payments Integrated,**

In response to your request, we are pleased to make the following rate quote for processing.  
**Quote subject to change after 90 days.**

**Qualified Rates**

Type	% Discount	Per Item (\$)
Visa Credit	1.89	0.20
Visa Debit	1.89	0.20
MasterCard Credit	1.89	0.20
MasterCard Debit	1.89	0.20
Discover Credit	1.89	0.20
Discover Debit	1.89	0.20
Amex Credit	1.89	0.20
Amex Prepaid	1.89	0.20

**Other Fees**

Type	Per Item (\$)
Batch Fee	0.00

**Monthly Fees**

Type	Amount (\$)
Statement Fee	0.00
Support Fee	0.00
Reg Compliance	0.00

**PIN Debit**

Type	% Discount	Per Item (\$)
Network Fees	Network Fees	Network Fees
PIN Debit Transaction		0.29

**Surcharges**

Type	% Discount
Rewards	0.55
Mid-Qualified	1.30
Non-Qualified	1.90
Check Card Rebate	

OpenEdge

2578 600 N  
 Lindon, UT 94042

(801) 492-7116  
 fax

randy.brown@globalpay.com  
 www.openedgepayment.com

16





OFFICE OF THE  
4/17/24  
AUM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY**

**WHEREAS**, the Department of Information Technology recommends to the governing authorities for the city of Jackson to authorize the Mayor to procure a 60-hour block of time from Pileum Corporation to provide IT professional services from beginning upon the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated; and

**WHEREAS**, the Department of Information Technology solicited two quotes for a 60-hour block of time to provide engineering services that include access to basic, mid-level, and senior engineers in the areas of Forensics, Firewall, Virtualization, and Risk, and Compliance Consulting; and

**WHEREAS**, GET-COMM submitted a quote for a 60-hour block at \$165.00 per hour for a total cost of \$9,900.00; and

**WHEREAS**, Pileum Corporation submitted a quote for a 60-hour block at \$145.00 per hour for a total cost of \$8,700.00.; and

**WHEREAS**, the Department of Information Technology recommends to the governing authority to authorize the Mayor to procure a 60-hour block from Pileum Corporation, with its principal office at 190 East Capitol Street, Suite 175, Jackson, MS 39201, to provide engineering services in the areas of Forensics, Firewall, Virtualization, and Risk, and Compliance Consulting; and

**WHEREAS**, Pileum Corporation is in good standing to do business in Mississippi; and

**WHEREAS**, Pileum Corporation will commence services on the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated; and

**WHEREAS**, Pileum Corporation’s fee schedule is as follows:

Service	Cost Per Hour
Senior Forensics Engineer	\$200
Security, Risk, Compliance Consulting	\$195
Senior Firewall Engineer	\$170
Senior Virtualization Engineer	\$170
Senior Messaging/Email Services Engineer	\$160
Senior Networking Engineer	\$160
Senior Server Engineer	\$145
Forensics Engineer	\$175
Firewall Engineer	\$145
Virtualization Engineer	\$145
Messaging / Email services Engineer	\$145

Agenda Item # 16  
May 21, 2024  
(Reid, Lumumba)

Server Engineer	\$130
Networking Engineer	\$130
Desktop Engineer	\$110
Helpdesk	\$90

**WHEREAS**, service should be requested or required during normal business hours from Monday through Friday. Pileum will, at its discretion and with pre-approval from the customer, bill additional charges according to the following schedule:

- Emergency Call – If the customer requires immediate emergency assistance, an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.
- After hours (Monday-Thursday 5:30 PM – 7:59 AM) 1.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.
- Weekends – (Friday 5:31 PM – 11:59 PM; Saturday/Sunday 12 AM – 11:59 PM; Monday 12 AM -7:59 AM) 2.0 times normal hourly rate.
- Holidays- 2.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

**WHEREAS**, any unused hours of block of time will expire three (3) years from contract execution; and

**WHEREAS**, these services will ensure that the city is safeguarding critical infrastructure, and sensitive data, providing the seamless delivery of essential services; and

**WHEREAS**, Pileum Corporation provided the lowest and best quote for a total cost of 8,700.00 for professional IT services; and

**WHEREAS**, a copy of the proposed Agreement is attached and made a part of the minutes.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute an Agreement with Pileum Corporation, to procure a 60-hour block of time for professional IT services beginning upon the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any documents necessary to effectuate this order.



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 19, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director  
**Subject:** Professional Service Agreement with Pileum Corporation

The Department of Information Technology is recommending that a professional service agreement should be established with Pileum Corporation, a Mississippi-based company. This agreement will provide 60 Blocks of Time for professional services in Engineering, Network, Forensics, Firewall, Virtualization, and Risk/Compliance Services. This block of time will consist of 60 hours quoted at \$8,700.00.

Mjr/asc

004.904.00.6419

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

(REID, LUMUMBA)  
DATE 3/19/2024

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEM CORPORATION FOR PROFESSIONAL SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY</b>								
2.	<b>Purpose</b>	The purpose of this agreement is to provide 60-Hour, BOT Agreement.								
3.	<b>Who will be affected</b>	All Departments								
4.	<b>Benefits</b>	The benefits are (60-Hour, BOT Agreement) for Professional Services in the areas of Forensics, Firewall, Network, Virtualization and Risk, and Compliance Consulting.								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology								
8.	<b>COST</b>	\$8,700.00								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>

OFFICE OF THE CITY ATTORNEY  
4/29/24 S.M.

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 AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney**  
**Sondra Moncure, Special Assistant** 

  
\_\_\_\_\_  
**Date**



17





OFFICE OF THE CITY ATTORNEY  
MAY 21 2024

**ORDER REQUESTING RATIFICATION OF PREVIOUSLY PERFORMED SECURITY MONITORING SERVICES PERFORMED AT THE GROVE PARK GOLF COURSE AND APPROVING PAYMENT TO SAFEWATCH SECURITY SYSTEMS (MUHAMMAD, LUMUMBA)**

**WHEREAS**, City of Jackson Parks and Recreation Department facilities have experienced numerous burglaries and ongoing vandalism issues; and

**WHEREAS**, Safewatch Security Systems (Safewatch) performs security monitoring services at the Grove Park Golf Course; and

**WHEREAS**, Safewatch is an active vendor (vendor number 17596) with the City of Jackson; and

**WHEREAS**, Safewatch provided an invoice (invoice number 17538) covering its security monitoring services performed at Grove Park Golf Course on May 1, 2022, and May 10, 2022, in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00), which included a late fee in the amount of Ninety-Five Dollars (\$95.00); and,

**WHEREAS**, it is in the best interests of the City that Safewatch's previous security monitoring services be ratified and that payment in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00) be promptly made to Safewatch.

**IT IS HEREBY ORDERED** that Safewatch's previous security monitoring services performed at Grove Park Golf Course is ratified and that payment of invoice number 17538 in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00) shall be promptly made to Safewatch.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any agreements and/or documents to effectuate this Order.

**(MUHAMMAD, LUMUMBA)**  
Item No.: 17 Date: May 21, 2024

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: April 23, 2024

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	Order requesting ratification of payment and services to Safewatch Security Systems for monitoring services at the Grove Park Golf Facility
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life
3.	<b>Who will be affected</b>	Grove Park Municipal Golf Course Facility
4.	<b>Benefits</b>	Provides a safe and secure facility to help deter break-ins and vandalism.
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
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department
8.	<b>COST</b>	<b>One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00)</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"/>	Account # 005.501.10-6419
10.	<b>EBO participation</b>	ABE _____ %      WAIVER _____ Yes _____ No _____ N/A <u>X</u> AABE _____ %      WAIVER _____ Yes _____ No _____ N/A <u>X</u> WBE _____ %      WAIVER _____ Yes _____ No _____ N/A <u>X</u> HBE _____ %      WAIVER _____ Yes _____ No _____ N/A <u>X</u> NABE _____ %      WAIVER _____ Yes _____ No _____ N/A <u>X</u>

Parks & Recreation Department  
633 North State Street, 5<sup>th</sup> Floor  
P O Box 17  
Jackson, MS 39205-00173  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** Mayor Lumumba  
**FROM:** Abram Muhammad, Director  
Department of Parks and Recreation  
**Date:** April 23, 2024  
**RE:** Payment for Safewatch Security Systems

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IT IS REQUESTED that the above-described professional services with monitoring services at the Golf Course be ratified and that a payment in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00) be approved and taken from account no. 005-501.10-6419.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



**SAFEWATCH SECURITY SYSTEMS**

PO BOX 9924  
JACKSON, MS 39286  
(601)713-1994  
safewatch.ms@gmail.com

**Invoice**

**BILL TO**  
MR ISON HARRIS  
CITY OF JACKSON PARKS &  
RECREATION GROVE PARK GOLF  
1800 WALTER WELCH DRIVE  
JACKSON, MS 39213 USA

**SHIP TO**  
MR ISON HARRIS  
CITY OF JACKSON PARKS &  
RECREATION GROVE PARK GOLF  
1800 WALTER WELCH DRIVE  
JACKSON, MS 39213 USA

<b>INVOICE #</b>	<b>DATE</b>	<b>TOTAL DUE</b>	<b>DUE DATE</b>	<b>TERMS</b>	<b>ENCLOSED</b>
17538	08/03/2023	\$1,469.00	08/13/2023	Net 10	

<u>DATE</u>	<u>ACTIVITY</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
05/01/2022	<b>MONITORING</b> MONITORING & INTERACTIVE SERVICES 05/01/2022 - 05/01/2024	24	49.00	1,176.00
05/10/2022	<b>SERVICE</b> INCREASE IN CAMERA EQUIPMENT COST	1	198.00	198.00
02/09/2024	<b>LATE FEE</b> <u>LATE FEE</u>	19	5.00	95.00

Seek first the kingdom of God and His Righteousness

<b>SUBTOTAL</b>	1,469.00
<b>TAX (8%)</b>	0.00
<b>TOTAL</b>	1,469.00
<b>BALANCE DUE</b>	<b>\$1,469.00</b>

*Justin Powell*  
4/29/24  
OFFICE OF THE CITY ATTORNEY

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER REQUESTING RATIFICATION OF PREVIOUSLY PERFORMED SECURITY MONITORING SERVICES PERFORMED AT THE GROVE PARK GOLF COURSE AND APPROVING PAYMENT TO SAFEWATCH SECURITY SYSTEMS (MUHAMMAD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

<u><i>Drew Martin by Justin Powell</i></u>	<u>5/2/24</u>
Drew Martin, City Attorney	Date
Sondra Moncure, Special Assistant	<u><i>S.M. 5/1/24</i></u>
Justin Powell, Deputy City Attorney	<u><i>JP 4/29/24</i></u>



18





**ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY AND APPROVING PAYMENT TO LADD'S GOLF & TURF LLC FOR COMPLETED SERVICING AND REPAIRS TO A CITY OWNED JACOBSEN LF570 MOWER, LOCATED AT THE PETE BROWN GOLF FACILITY, TOTALING THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08)**

**WHEREAS**, the Pete Brown Golf Course is a city-owned golf course; and

**WHEREAS**, the City of Jackson owns a Jacobsen LF570 2WD T4F mower; and

**WHEREAS**, the City of Jackson Parks and Recreation Department requested servicing and repairs to the mower from Ladd's Golf & Turf LLC (Ladd's); and

**WHEREAS**, Ladd's submitted an invoice to the Parks and Recreation Department for servicing and repairs of the city-owned mower; and

**WHEREAS**, the invoice submitted by Ladd's was for servicing and repairs to a Jacobsen LF570 2WD T4F, Unit No. 8892, Unit Serial No. 1670, Unit Model 68017, and Unit Tag RLM159 totaling THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08); and

**WHEREAS**, Ladd's is a Limited Liability Company in the State of Tennessee, currently in good standing with the Mississippi Secretary of State, having registered with the State of Mississippi on February 25, 2022; and

**WHEREAS**, it is in the best interests of the City of Jackson that Ladd's servicing work performed on the Jacobsen mower be ratified and payment to Ladd's for said servicing work be approved; thus

**IT IS HEREBY ORDERED** that the above-mentioned servicing work performed by Ladd's on the Jacobsen LF570 2WD T4F is ratified and payment for the invoice submitted by Ladd's for said servicing and repairs in the amount totaling THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08) is approved; and

**IT IS FURTHER ORDERED** that payment in the amount of THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08) be made to Ladd's from account number 005-504.30-6317.

Agenda Item # 18  
May 21, 2024  
(Muhammad, Lumumba)



6881 Appling Farms Parkway  
 Memphis, TN 38133  
 Phone: (901) 324-8801  
 Fax: (901) 324-6814  
 Email: sales@bobladd.com  
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

## SERVICE INVOICE

Invoice: 05-320381

Date: 9/28/2023

PO:

CustId: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us  
 Phone: (601) 960-1905  
 Salesperson: SHuckabee  
 User: LFiveash

**Bill To:**

CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205

**Ship To:**

CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205  
 (601) 960-1905 x

Opened: 9/28/2023  
 Work Order No: 05-319285  
 Pickup Date:  
 Unit No: 8892  
 Unit Serial: 1670  
 Unit Desc: LF-570 2WD T4F  
 Unit Meter: 0.0

Responsible Tech: JWalkerSKIP  
 My Ref: 05/CP/B  
 Delivery Date:  
 Unit Make:  
 Unit Model: 68017  
 Unit Tag: RLM159

**CP/B - SERVICE UNIT/GRIND REELS**

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CITY OF JXN							
		CP/B - SERVICE UNIT/GRIND REELS					
	SL	Customer Work	0		\$125.00		\$0.00
4113986	PA	JAC - OIL FILTER [# HH164-32430]	1		\$44.62		\$44.62
2811255	PA	JAC - CARTRIDGE, HYD. FILTER, CHARGE	1		\$77.37		\$77.37
557772	PA	JAC - ELEMENT	1		\$40.56		\$40.56
4297133	PA	JAC - FUEL FILTER [NOTES]	1		\$47.36		\$47.36
3010470	PA	JAC - SPRING, URETHANE	10		\$12.65		\$126.60
3009138	PA	JAC - SCREW, BEDKNIFE 1/4-20 X 1/2"	65		\$0.77		\$50.05
4125831	PA	JAC - PROXIMITY SWITCH, ORANGE [#IN5384]	1		\$109.29		\$109.29
1003728	PA	JAC - ROLLER ASSEMBLY - 22"	5		\$248.95		\$1,244.75
4113986	PA	JAC - OIL FILTER [# HH164-32430]	1		\$44.62		\$44.62
4133820	PA	JAC - FILTER, PRIMARY	1		\$37.60		\$37.60
4133821	PA	JAC - SAFETY FILTER	1		\$54.60		\$54.60

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.  
 Invoices paid on open account via credit card will be subject to a 3% convenience fee.



6881 Appling Farms Parkway  
 Memphis, TN 38133  
 Phone: (901) 324-8801  
 Fax: (901) 324-6814  
 Email: sales@bobladd.com  
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

# SERVICE INVOICE

Invoice: 05-320381  
 Date: 9/28/2023

PO:  
 CustId: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us  
 Phone: (601) 960-1905  
 Salesperson: SHuckabee  
 User: LFiveash

Bill To:  
 CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205

Ship To:  
 CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205  
 (601) 960-1905 x

Item #	Part	Description	Qty	Unit Price	Total Price
4297126	PA	JAC - ELEMENT, SEPARATOR (KUB # 1J430-43060)	1	\$84.78	\$84.78
503460	PA	JAC - BEDKNIFE 22 [NOTES]	5	\$111.44	\$557.20
2810472	PA	JAC - REEL, 7IN, 11-BLD (22" CUT)	1	\$1,058.28	\$1,058.28
1003728	PA	JAC - ROLLER ASSEMBLY - 22"	3	\$248.95	\$746.85
7 70	PA	JAC - SPRING, URETHANE	6	\$12.65	\$75.90
3000210	PA	JAC - RETAINER RING	2	\$74.88	\$149.76
2811255	PA	JAC - CARTRIDGE, HYD. FILTER, CHARGE	1	\$77.37	\$77.37
	SS	Shop Supplies	1	\$7.50	\$7.50
<b>Segment Total:</b>					<b>\$4,634.96</b>

Parts:	\$4,627.46
Shop Supplies:	\$7.50

Totals	
<b>Sub Total:</b>	<b>\$4,634.96</b>
<b>Total Tax:</b>	<b>\$0.00</b>
<b>Invoice Total:</b>	<b>\$4,634.96</b>

Forms of Payment		
Type	Description	Amount
Net30	Customer Id: CITY OF JACK2 Ref No: 319285	\$4,634.96
<b>Payment Terms: Net 30</b>		
<b>Total Forms of Payment:</b>		<b>\$4,634.96</b>

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.  
 Invoices paid on open account via credit card will be subject to a 3% convenience fee.



6881 Appling Farms Parkway  
 Memphis, TN 38133  
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Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR, Jackson, MS

# SERVICE INVOICE

Invoice: 05-320382

Date: 9/28/2023

PO:

Custid: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us  
 Phone: (601) 960-1905  
 Salesperson: SHuckabee  
 User: LFiveash

**Bill To:**

CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205

**Ship To:**

CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205  
 (601) 960-1905 x

Opened: 9/28/2023  
 Work Order No: 05-319284  
 Pickup Date:  
 Unit No: 8892  
 Unit Serial: 1670  
 Unit Desc: LF-570 2WD T4F

Responsible Tech: JWalkerSKIP  
 My Ref: 05/CP/B  
 Delivery Date:  
 Unit Make:  
 Unit Model: 68017  
 Unit Tag: RLM159

**CP/B - SERVICE UNIT/GRIND REELS**

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CITY OF JXN							
		CP/B - SERVICE UNIT/GRIND REELS					
	SL	Customer Work	14.5		\$125.00		\$1,812.50
123268	PA	JAC - ROLLER ASM	5		\$423.15		\$2,115.75
503460	PA	JAC - BEDKNIFE 22 [NOTES]	5		\$111.44		\$557.20
	SS	Shop Supplies	1		\$7.50		\$7.50
						Segment Total:	\$4,492.95

Labor:	\$1,812.50
Parts:	\$2,672.95
Shop Supplies:	\$7.50

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.  
 Invoices paid on open account via credit card will be subject to a 3% convenience fee.



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"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

## SERVICE INVOICE

Invoice: 05-320382

Date: 9/28/2023

PO:

Custid: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us  
 Phone: (601) 960-1905  
 Salesperson: SHuckabee  
 User: LFiveash

**Bill To:**

CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205

**Ship To:**

CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205  
 (601) 960-1905 x

Totals	
Sub Total:	\$4,492.95
Total Tax:	\$0.00
Invoice Total:	\$4,492.95

Forms of Payment		
Type	Description	Amount
Net30	Customer Id: CITY OF JACK2 Ref No: 319284	\$4,492.95
Payment Terms: Net 30		
Total Forms of Payment:		\$4,492.95

Balance Due On This Invoice: \$4,492.95



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Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR, Jackson, MS

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Memphis, TN 38133
Phone: (901) 324-8801
Fax: (901) 324-6814
Email: sales@bobladd.com
www.ladds.net

SERVICE INVOICE

Invoice: 05-320383
Date: 9/28/2023

PO:
Custid: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us
Phone: (601) 960-1905
Salesperson: SHuckabee
User: LFiveash

Bill To:
CITY OF JACKSON MS
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mvoltz@city.jackson.ms.us
JACKSON, MS 39205

Ship To:
CITY OF JACKSON MS
Ison Harris
EMAIL ALL INVOICES TO:
mvoltz@city.jackson.ms.us
JACKSON, MS 39205
(601) 960-1905 x

Opened: 11/6/2022
Work Order No: 05-269110
Pickup Date:
Unit No: 8892
Unit Serial: 1670
Unit Desc: LF-570 2WD T4F
Unit Meter: 0.0

Responsible Tech: JWalkerSKIP
My Ref: 05/CP/B
Delivery Date:
Unit Make:
Unit Model: 68017
Unit Tag: RLM159

CP/B - SERVICE UNIT/GRIND REELS

Table with 8 columns: Item, Type, Description, Qty, Tax, Price, Discount, Net Price. Rows include CITY OF JXN, CP/B - SERVICE UNIT/GRIND REELS, Customer Work, JAC - REEL, 7IN, 11-BLD (22" CUT), JAC - GREENS CARE, 5GAL PAIL ISO68 [S/J], Shop Supplies, and Segment Total: \$4,603.17

Parts: \$4,595.67
Shop Supplies: \$7.50

Totals table with Sub Total: \$4,603.17, Total Tax: \$0.00, Invoice Total: \$4,603.17

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms. Invoices paid on open account via credit card will be subject to a 3% convenience fee.



6881 Appling Farms Parkway  
 Memphis, TN 38133  
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 Fax: (901) 324-6614  
 Email: sales@bobladd.com  
 www.ladds.net

"Up your life with Ladd's"

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

## SERVICE INVOICE

Invoice: 05-320383  
 Date: 9/28/2023

PO:  
 CustId: CITY OF JACK2

Cust Email: shutton@city.jackson.ms.us  
 Phone: (601) 960-1905  
 Salesperson: SHuckabee  
 User: LFiveash

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CITY OF JACKSON MS  
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CITY OF JACKSON MS  
 Ison Harris  
 EMAIL ALL INVOICES TO:  
 mvoltz@city.jackson.ms.us  
 JACKSON, MS 39205  
 (601) 960-1905 x

**Forms of Payment**

Type	Description	Amount
P	Customer Id: CITY OF JACK2 Ref No: 269110	\$4,603.17
Payment Terms: Net 30		
<b>Total Forms of Payment:</b>		<b>\$4,603.17</b>

**Balance Due On This Invoice: \$4,603.17**





# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
Ladd's Golf & Turf, LLC	Legal

### Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1326660
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	02/25/2022
<b>State of Incorporation:</b>	MI
<b>Principal Office Address:</b>	6881 Appling Farms Parkway Memphis, TN 38133

### Registered Agent

Name
REGISTERED AGENTS, INC 270 TRACE COLONY PARK STE B RIDGELAND, MS 39157

### Officers & Directors

Name	Title
James Caldwell 6881 Appling Farms Parkway Memphis, TN 38135	Member

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 11/14/2023

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	<b>Brief Description/Purpose</b>	Order ratifying past servicing, repair work performed by, and approved payments to Ladd's Golf & Turf, LLC. for completed servicing and repairs to a Jacobsen LF570 2WD T4F, city-owned mower located at the Pete Brown Golf Facility totaling Thirteen-Thousand Seven-Hundred Thirty-One Dollars and Eight Cents (\$13,731.08).																																																		
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life																																																		
3.	<b>Who will be affected</b>	Parks and Recreation Department																																																		
4.	<b>Benefits</b>	Providing services to equipment to provide the necessary maintenance needed at the city-owned golf course.																																																		
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 – Golf Division																																																		
8.	<b>COST</b>	Thirteen-Thousand Seven-Hundred Thirty-One Dollars and Eight Cents (\$13,731.08).																																																		
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"/>	FY2024 Account No. <b>005-504.30-6317</b> \$13,731.08																																																		
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</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>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>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>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>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 5<sup>th</sup> 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 14, 2023  
**Re:** Past Services – Ladd’s Golf & Turf

---

Order ratifying past servicing, repair work performed by, and approved payments to Ladd’s Golf & Turf, LLC. for completed servicing and repairs to a Jacobsen LF570 2WD T4F, city-owned mower located at the Pete Brown Golf Facility totaling Thirteen-Thousand Seven-Hundred Thirty-One Dollars and Eight Cents (\$13,731.08).

The Department of Parks and Recreation & the Golf Division recommends that this Order be submitted for the Council’s consideration.

Thank you.

SH/sa

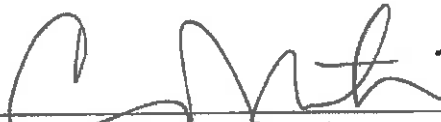
Office of the City Attorney

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  
12/13/23

## OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY AND APPROVING PAYMENT TO LADD'S GOLF & TURF, LLC., FOR COMPLETED SERVICING AND REPAIRS TO A CITY OWNED JACOBSEN LF570 MOWER, LOCATED AT THE PETE BROWN GOLF FACILITY, TOTALING THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Cateria Martin, City Attorney  
Justin Powell, Deputy City Attorney *JP 12/12/23*

12/13/23  
Date



19



*Bill 4/20/24*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM**

**WHEREAS**, on August 31, 2021, the Mayor was authorized to execute any and all documents necessary to apply for and administer the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Production Grant that will support existing housing rehabilitation programs, and

**WHEREAS**, the Department of Planning and Development, through the Office of Housing and Community Development (OHCD), was awarded one million five hundred eight-one thousand nine hundred eighty-one dollars and thirteen cents (\$1,581,981.13) for the Healthy Homes Production Grant (HHP); and

**WHEREAS**, the HHP has a 42-month funding period; and

**WHEREAS**, a Grant Agreement was issued on May 1, 2022, which allowed OHCD to begin program activities for the City's Healthy Homes Production Grant Program; and

**WHEREAS**, on February 29, 2024, OHCD 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 831 Carver Street, Jackson, MS 39203; and

**WHEREAS**, on March 1, 2024, OHCD received a letter of acceptance from Multi-Con, Inc accepting the award amount of nine thousand eight hundred dollars (\$9,800.00) for 831 Carver Street Jackson, MS 39203.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Multi-Con Inc. to repair the property located at 831 Carver Street, Jackson, MS 39203 under the Healthy Homes Production Grant Program.

**IT IS FURTHER ORDERED** that the Department of Planning and Development, through OHCD, is authorized to review and approve any necessary change orders with Multi-Con Inc. in an amount not to exceed five thousand dollars (\$5,000.00) per bid with the proper supporting documentation evidencing a need.

**IT IS FURTHER ORDERED** that the total amount expended under the contract shall not exceed fourteen thousand eight hundred dollars (\$14,800.00), which includes nine thousand eight hundred dollars (\$9,800.00) for the initial repair cost and five thousand dollars (\$5,000.00) for any authorized change order.

**IT IS FURTHER ORDERED** that all change orders exceeding five thousand dollars (\$5,000.00) must be approved by City Council.

Agenda Item # 19  
May 21, 2024  
(Keeton, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 3/13/2024

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM
2.	Purpose	Healthy Homes Production Grant Program
3.	Who will be affected	City of Jackson
4.	Benefits	831 Carver Street, Jackson, MS 39203
5.	Schedule (beginning date)	May 1, 2024
6.	<b>Location:</b> <b>WARD</b> CITYWIDE (yes/no) (area)  Project limits if applicable	City of Jackson
7.	Action implemented by: City Department <u>  X  </u> Consultant _____	Department of Planning Office of Housing & Community Development.
8.	COST	(\$9,800.00) HHPG Funds
9.	Source of Funding General fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	085-96450-6485
10.	E. B.O. 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 _____

**MEMORANDUM**

**TO:** Mayor Chokwe Lumumba

**FROM:** Dr. Jarkisha Spann, Sr. Planner, Office of Housing and Community Development

**Cc:** Reginald Jefferson, Deputy Director; Cynthia Lynch, Housing Rehabilitation Manager

**DATE:** April 22, 2024

**SUBJECT:** Agenda Item for March 26th City Council Meeting

The attached agenda allows the Office of Housing and Community Development to provide limited repair services using allocated Healthy Homes Production Grant funds for property located at 831 Carver Street, Jackson, MS 39203.

Thank You

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  
Ball 4/22/24

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney**  
**Sondra Moncure, Special Assistant**  
**Kristie Metcalfe, Deputy City Attorney** 

5/13/24  
Date



CONTRACTOR BID FORM

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation (Select One)

Contractor Information

Company: Multi-Con, Inc.
Name: Joe C. Collins
Address: P.O. Box 9325
City, State: Jackson, MS Zip/Postal Code: 39286
Email: Multiconelec @ comcast.net
Phone: (601) 922-7777 Fax: (601) 922-7717

Project Bid Information

Rehabilitation Site Address: 831 Carver 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 \$ 9,800.

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: Joe C. Collins Date: 2/29/24
Print Name: Joe C. Collins Date:
Company: Multi-Con, Inc.

For Office Use Only:
Bid Approved by: Date:



### CONTRACTOR BID FORM

**Program Type:**  Limited Repair Rehabilitation  Comprehensive Rehabilitation  
(Select One)

**Contractor Information:**

**Company:** All in One Maint  
**Name:** Harvey Williams  
**Address:** 1030 Brandon Ave  
**City, State:** Jackson, MS **Zip/Postal Code:** 39209  
**Email:** discount636@yahoo.com  
**Phone:** 601 238 7767 **Fax:** \_\_\_\_\_

**Project Bid Information:**

**Rehabilitation Site Address:** 831 Carver St

Based upon the scope of work and specifications provided (See Attached), All in One (company name) proposes to complete work on the above referenced property for an amount of \$ 10,000.00.

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:** Harvey Williams **Date:** 2-29-24  
**Print Name:** Harvey Williams **Date:** \_\_\_\_\_  
**Company:** All in One Maint

**For Office Use Only:**  
**Bid Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_



CONTRACTOR BID FORM

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation (Select One)

Contractor Information

Company: Ben Wiggins Remodeling
Name: Benjamin Wiggins
Address: 1015 ...
City, State: Jackson, MS Zip/Postal Code: 39203
Email: ...@...com
Phone: 601 ... Fax: 601 ...

Project Bid Information

Rehabilitation Site Address: 831 Carver Street

Based upon the scope of work and specifications provided (See Attached), Ben Wiggins Remodeling (company name) proposes to complete work on the above referenced property for an amount of \$ 12,000.00.

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: [Signature] Date: 02-29-24
Print Name: Benjamin Wiggins Date: 02-29-24
Company: Ben Wiggins Remodeling

For Office Use Only: Bid Approved by: 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)

March 01, 2024

City Of Jackson  
John Avery, Manager  
Office of Housing and Community Development  
200 South President Street (2<sup>nd</sup> Floor)  
Jackson, MS 39201

Re: Letter of Acceptance – 831 Carver 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 831 Carver Street in the amount of \$9,800.00.

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

# Cost estimate

## HEALTHY HOME PRODUCTION GRANT PROGRAM

*Job: 831 Carver St  
Ms. Bernice Body*

Description	Unit Price	Total Price
<b>HEALTHY HOMES</b>		
Install 3- Tab shingle Roof		\$9,248
<b>GRAND TOTAL</b>		<b>\$9,248</b>
-/10%		\$8,323.00
+/10%		\$10,172.00



**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**HHPG REPAIR PROGRAM**



**|| 831 Carver St**

**EXTERIOR**

1. Install 3 – Tab Shingle Roof on House (approx. 20 squares) (include up to 10% decking) (include ridge vent, Drip edge, and all applicable hardware and trim)

20



**ORDER AUTHORIZING THE MAYOR TO AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY**

**WHEREAS**, on September 26, 2023, the governing authority authorized the Mayor to execute a one-year agreement with Staffers, Inc. to provide temporary staffing services to various city departments: and

**WHEREAS**, on October 10, 2023, the Mayor executed said contract which allowed temporary staffing for City of Jackson as follows: General Office Clerk \$13.00/hour; Date Entry Clerk \$16.20/hour; Receptionist \$16.20/hour; Administrative Assistant \$17.55/hour; Accounting Clerk \$17.55/hour; Legal Secretary \$19.50/hour, and Paralegal \$19.5/hour for one year from the date of execution; and

**WHEREAS**, the Office of the City Attorney is in a shortfall of three (3) attorney positions; and

**WHEREAS**, the Office of the City Attorney requires temporary staffing services for attorneys within the legal department; and

**WHEREAS**, the Office of the City Attorney has reached out to Human Resources for assistance with temporary staffing for this office; and

**WHEREAS**, the Department of Human Resources does not have the authority to accommodate such a request; and

**WHEREAS**, the Office of the City Attorney reached out to Staffers, Inc. for a rate sheet for attorneys; and

**WHEREAS**, Staffers submitted a rate sheet for the temporary position of an attorney to the Office of the City Attorney as follows:

<b>Attorney</b>	<b>\$53.84 - \$61.53</b>
-----------------	--------------------------

**WHEREAS**, the Office of the City Attorney requests that the governing authority authorize the Mayor to amend the rate sheet for the agreement approved on September 26, 2023, to add the rate mentioned above for attorneys; and

**WHEREAS**, Staffers, Inc. will invoice the Office of the City Attorney for services provided under this agreement on a weekly basis, and the Office of the City Attorney will remit payment within 30 days but no more than 45 days, which is consistent with the statute for timely payment by governmental entities; and

**WHEREAS**, overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ times of pay for work exceeding 40 hours in a week, the City will be billed at 1 ½ times of the regular bill rate; and

**WHEREAS**, a copy of the agreement and proposed rate sheet is attached and made a part of the minutes.

**IT IS THEREFORE ORDERED**, that the Mayor is authorized to amend the rate sheet for the agreement approved on September 26, 2023, to include the temporary position of an attorney at the rate of \$53.84-\$61-53 for the Office of the City Attorney.

# Staffers 2023-2024 Rate Sheet

## City of Jackson

General Office Clerk	13.00
Data Entry Clerk	16.20
Receptionist	16.20
Administrative Assistant	17.55
Accounting Clerk	17.55
Legal Secretary	19.50
Paralegal	19.50
Attorney	53.84-61.53

**Kelly Collum  
Staffers, Inc  
1437 Old Square Rd., Suite 107  
Jackson, MS 39211**

**8/11/2023**

## **MEMORANDUM**

**Date:** May 14, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Drew Martin, City Attorney  
**Subject:** Agenda Item for Council Meeting

Attached you will find an agenda item requesting an order authorizing the Mayor to amend agreement with Staffers, INC. to provide temporary Staffing services for Office of the City Attorney. The proposed rate for an attorney is between \$53.84 - \$61.53 per hour.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**5/12/2014**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>					
<b>1.</b>	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY</b>					
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A					
<b>3.</b>	<b>Who will be affected</b>	City of Jackson					
<b>4.</b>	<b>Benefits</b>						
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon City Council approval					
<b>6.</b>	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	CITYWIDE					
<input type="checkbox"/> <input type="checkbox"/> <b>7.</b>	<b>Action implemented by:</b> § City Department  § Consultant	Office of the City Attorney					
<b>8.</b>	<b>COST</b>	Contract labor line item 001.407.00-6489 (\$13,900)					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>9.</b>	<b>Source of Funding</b> § General Fund § Grant § Bond § Other	General Fund					
<b>10.</b>	<b>EBO participation</b>	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



OFFICE OF THE CITY ATTORNEY  
5/14/29 Sum.

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 AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY** is legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

**Drew Martin, City Attorney**

**Sondra Moncure, Special Assistant**

*Sum.*

*5/14/29*

**Date**

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS.**

**WHEREAS**, the City of Jackson has a need for temporary staffing services for various City Departments; and

**WHEREAS**, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

**WHEREAS**, representatives from City Departments will notify the Department of Human Resources when they need temporary staffing services; and

**WHEREAS**, the Department of Human Resources sends a request to temporary agencies when there is a need for services;

**WHEREAS**, the request includes the requesting Department, classification title, duties, quote and schedule; and

**WHEREAS**, the Department of Human Resources selects the agency with the lowest quote; and

**WHEREAS**, Staffers will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

**WHEREAS**, Staffers has an office located at 1437 Old Square Road, Suite 1007, Jackson, Mississippi; and

**WHEREAS**, Staffers submitted a rate sheet for the temporary positions provided to the City of Jackson as follows: General Office Clerk \$13.00/hour; Data Entry Clerk \$16.20/hour Receptionist \$16.20/hour; Administrative Assistant \$17.55/hour; Accounting Clerk \$17.55/hour Legal Secretary; \$19.50/hour and Paralegal \$19.50/hour

**WHEREAS**, Staffers will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

**WHEREAS**, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

**WHEREAS**, Staffers will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits Staffers offers to them; and

**WHEREAS**, Staffers will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

**WHEREAS**, Staffers will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act;

**WHEREAS**, Staffers will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

**WHEREAS**, Staffers will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Staffers' employment policies related to the assigned employees conduct at the worksite; and

**WHEREAS**, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

**WHEREAS**, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers; and

**WHEREAS**, the City will not change the assigned employees job duties without Staffers' express prior written approval; and

**WHEREAS**, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

**WHEREAS**, the City and Staffers agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

**WHEREAS**, knowledge, possession or use of the City's information will not be imputed to Staffers as a result of an assigned employee having access to the information; and

**WHEREAS**, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

**WHEREAS**, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

**WHEREAS**, Staffers will provide proof of liability and workers compensation coverage upon request of the City.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute a contract with Staffers for the purposes stated in this Order.

**IT IS FURTHER ORDERED** that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

**IT IS FURTHER ORDERED** that payment for the services provided after the contract has been executed may be made to Staffers.

**Vice President Lee** moved adoption; **Council Member Grizzell** seconded.

**Yeas** – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

**Nays** – None.

**Absent** – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on September 26, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

# STAFFERS STAFFING AGREEMENT

STAFFERS, with its principal office located at 1437 Old Square Road, Suite 107, Jackson, MS 39211 and City of Jackson, Jackson, MS (CLIENT) agree to the terms and conditions set forth in this STAFFERS Staffing Agreement

## STAFFERS

### 1. DUTIES AND RESPONSIBILITIES

STAFFERS will:

- Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work under CLIENT's supervision and will, as the common law employer of Assigned Employees, be responsible for the following;
- Pay Assigned Employees' wages and provide them with the benefits that Staffers offers to them;
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

### 1.2 RIGHT TO CONTROL

In addition to STAFFERS' duties and responsibilities set forth in paragraph 1, STAFFERS, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFERS' employment policies relating to Assigned Employee conduct at the worksite.

## CLIENT

### 2. DUTIES AND RESPONSIBILITIES

CLIENT will:

- Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended

premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers;

- Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- Not change Assigned Employees' job duties without Staffers' express prior written approval; and
- Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

#### **PAYMENT TERMS, BILL RATES, AND FEES**

3. CLIENT will pay STAFFERS for its performance at the rates set forth in Exhibit A. STAFFERS will invoice CLIENT for services provided under this Agreement on a weekly basis and CLIENT will remit payment within 30 – 45 days, which is consistent with the statute for timely payment by governmental entities. Invoices will be supported by the STAFFERS' time sheets documenting time worked by the Assigned Employees. CLIENT's signature submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFERS to bill CLIENT for those hours.
4. CLIENT agrees that overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ times of pay for work exceeding 40 hours in a week, CLIENT will be billed at 1 ½ times of the regular bill rate.

#### **CONFIDENTIAL INFORMATION**

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFERS as a result of Assigned Employees' access to such information.

#### **COOPERATION**

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

#### **MISCELLANEOUS**


7. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
8. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
9. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
10. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

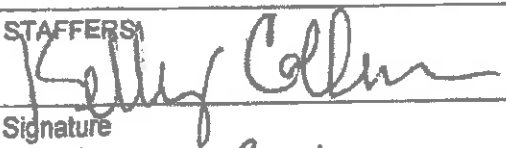
11. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
12. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
13. CLIENT will not transfer or assign this Agreement without STAFFERS' written consent.
14. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
15. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
16. Upon request, Staffers will provide CLIENT with proof of liability coverage and workers compensation coverage.

**TERM OF AGREEMENT**

17. This Agreement will be for a term of 12 MONTHS from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 5 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 2 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT  
  
 Signature  
 Chokwe A. Lumumba  
 Printed Name  
 Mayor, City of Jackson, MS  
 Title  
 10/10/23  
 Date

STAFFERS  
  
 Signature  
 Kelly Collum  
 Printed Name  
 Business Development  
 Title  
 8/11/2023  
 Date

**Staffers 2023-2024 Rate Sheet**  
**City of Jackson**

<b>General Office Clerk</b>	<b>13.00</b>
<b>Data Entry Clerk</b>	<b>16.20</b>
<b>Receptionist</b>	<b>16.20</b>
<b>Administrative Assistant</b>	<b>17.55</b>
<b>Accounting Clerk</b>	<b>17.55</b>
<b>Legal Secretary</b>	<b>19.50</b>
<b>Paralegal</b>	<b>19.50</b>

**Kelly Collum**  
**Staffers, Inc**  
**1437 Old Square Rd., Suite 107**  
**Jackson, MS 39211**

**8/11/2023**





21



**ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY'S FISCAL YEAR 2023-2024 BUDGET**

OFFICE OF THE CITY ATTORNEY  
CITY OF JACKSON, MISSISSIPPI

**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 fiscal year 2023- 2024 budget, the Office of the City Attorney realized that funds are needed for certain legal services agreement which were not appropriated in said budget; and

**WHEREAS**, on December 19, 2023, the governing authority authorized the Mayor to execute an agreement with Jones Walker, LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC, in an amount not to exceed \$100,000.00 to represent the City in J.W. v. The City of Jackson, et al., Cause No. 3:21-cv-663-CWR-LGI, P.R., et al. v. The City of Jackson, et al., Cause No. 3:21-cv-667-CWR-LGI, and C.A., et al. v. The City of Jackson, et al., Cause No. 3:22-cv-171-CWR-LGI, and purported class-action litigation, captioned Priscilla Sterling, et al. v. The City of Jackson, et al., Cause No. 3:22-cv-531-KHJ-MTP; and

**WHEREAS**, on May 7, 2024, the governing authority authorized the Mayor to extend, expand, and execute an agreement with Carroll Warren & Parker, PLLC, to represent the City in annexation matters related to the City of Flowood, the City of Pearl, and any other matters in an amount not to exceed \$75,000.00, unless authorized to amend said agreement; and

**WHEREAS**, it is the best interest of the City to transfer \$600,000.00 from the General Fund to the 001-407.00-6414 to continue to protect the best interest of the City of Jackson in these lawsuits; and

**WHEREAS**, the Office of the City Attorney recommends to the governing authority for the city to amend its budget, as follows:

From Account	Account Description	Amount	To Account	Account Description	Amount
001-5899	Fund Balance	\$600,000.00	Special Legal Services	001-407.00-6414	\$600,000.00

**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

Agenda Item # **21**  
May 21, 2024  
(D.Martin, Lumumba)

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 Office of the City Attorney found that this transfer of \$600,000.00 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the fiscal year 2023-2024 budget for the Office of the City Attorney 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 Office of the City Attorney Fiscal Year 2023-2024 budget be revised as follows:

<b>From Account</b>	<b>Account Description</b>	<b>Amount</b>	<b>To Account</b>	<b>Account Description</b>	<b>Amount</b>
001-5899	Fund Balance	\$600,000.00	Special Legal Services	001-407.00-6414	\$600,000.00

(D.MARTIN, LUMUMBA)

ITEM #: \_\_\_\_\_ DATE: \_\_\_\_\_



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** May 13, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Drew Martin, City Attorney  
**Subject:** Agenda Item for Council Meeting

Attached you will find an agenda item requesting revisions to FY2023 budget for the Office of the City Attorney. This will move \$600,000 from the fund balance to the special legal services fund to cover a budget shortfall to pay for legal services agreement.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY'S FISCAL YEAR 2023-2024 BUDGET</b>								
2.	<b>Purpose</b>	Requesting Revise the FY2023 budget for the Office of the City Attorney								
3.	<b>Who will be affected</b>	Citywide								
4.	<b>Benefits</b>	Adjust the budget of Office of the City Attorney								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Office of the City Attorney								
8.	<b>COST</b>	Move \$600,000 from Applied Fund Balance to Special Legal Services 001-407.00-6414								
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"/>	Move \$600,000 from Applied Fund Balance to Special Legal Services 001-407.00-6414								
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>

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

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This is **ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY'S FISCAL YEAR 2023-2024 BUDGET** legally sufficient for placement in NOVUS Agenda.

Drew Martin  
Drew Martin, *City Attorney* \_\_\_\_\_  
Sondra Moncure, *Special Assistant* AcM.

5/14/24  
Date



**ORDER AUTHORIZING THE MAYOR TO EXTEND AND EXECUTE AN AGREEMENT WITH CARROLL, WARREN & PARKER, PLLC TO REPRESENT THE CITY IN ANNEXATION MATTERS.**

**WHEREAS**, on December 4, 2018, the governing authorities of the City of Jackson, Mississippi ("City") retained Carroll Warren & Parker, PLLC, to represent the City in certain annexation matters that require expertise and training specific to this area of law; and

**WHEREAS**, the City seeks to continue to defend its interest, and to also possible expand its boundaries; and

**WHEREAS**, Carroll Warren & Parker, PLLC, currently represents the City in annexation matters related to the City of Flowood, the City of Pearl, and other related matters; and

**WHEREAS**, it would be in the best interests of the City to extend the current agreement with Carroll Warren & Parker, PLLC.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to extend, expand, and execute an agreement with Carroll Warren & Parker, PLLC, to represent the City in annexation matters related to the City of Flowood, the City of Pearl and any other matters in an amount not to exceed \$75,000.00, unless authorized to amend said agreement.

**Vice President Lee** moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on May 7, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**



May 7, 2024

**Via Email & U.S. Mail**

Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi  
219 S. President Street  
Jackson, Mississippi 39205  
[calumumba@jacksonms.gov](mailto:calumumba@jacksonms.gov)

Re: *City of Flowood, Mississippi v. City of Jackson, Mississippi, et al.*; Chancery Court of Rankin County, Mississippi; Cause No. 18-cv-01395

Consolidated with

*City of Pearl, Mississippi v. City of Jackson, Mississippi, et al.*; Chancery Court of Rankin County, Mississippi; Cause No. 18-cv-01714

Dear Mayor Lumumba:

This letter will confirm the engagement of **Carroll Warren & Parker PLLC** (the “firm”) to continue its representation of the **City of Jackson, Mississippi** (the “City”) in the performance of legal services with respect to certain annexation matters related to the City of Flowood and the City of Pearl currently pending in Rankin County Chancery Court. It also sets forth the terms upon which the firm will provide legal services to the City in connection with these matters and the manner in which we will bill for services rendered and costs and expenses incurred.

With respect to our fees for legal services, the hourly rates for attorneys and other members of our professional staff are based upon each individual’s experience, specialization and level of professional attainment. Various portions of these matters may be handled by other firm members or by associates or paralegals under supervision of a firm member. The hourly rate for Senior Partner J. Chadwick Mask on this assignment is \$275. The hourly rate for all other attorneys is \$250. Paralegals will be charged \$100 per hour.

We charge 65.5 cents per mile and 25 cents per copy for copies made. In the course of annexation planning or court proceedings, it may become necessary for experts or consultants to be retained in furtherance of litigation. After consultation with the City, the firm shall retain such experts and bill the City for the experts’ services as a separately itemized expense on the firm’s monthly invoice to the City.

Our statements generally will be prepared and mailed on a monthly basis. Statements are due upon receipt. It is my understanding that our statements should be mailed directly to you for payment. Please confirm that this procedure is acceptable to the City.

The time for which the City will be charged will include, but will not be limited to: telephone and office conferences with you and counsel, consultants, experts, and others; conferences among our firm lawyers and legal personnel; factual investigations; travel time; and any other time that may be spent on matters related to this file.

Mayor Chokwe Antar Lumumba  
May 7, 2024  
Page 2

In discharging our responsibilities to the City, it may be necessary for the firm to incur costs and expenses for various items such as travel, delivery services, messengers and photocopying. These items will be separately itemized on our monthly statements.

The City acknowledges that this firm is not the City's general counsel and that the acceptance of this engagement by us does not involve representation of the City's interests in any matter other than that set forth herein.

The City will have the right to terminate our services at any time upon written notice to the firm. Such termination shall not, however, relieve the City of the obligation to pay for all services rendered and costs or expenses paid or incurred on the City's behalf prior to the date of such termination. The firm reserves the right to withdraw from this representation if, among other things, the City fails to honor the terms of our engagement or follow our advice on a material matter, or, if we believe our continuing representation would be unlawful or unethical. In the event the firm elects to withdraw from representation, the City shall be given reasonable notice to arrange alternative representation.

If the foregoing terms of our engagement are acceptable, please sign, date, and return the enclosed duplicate original of this letter. We look forward to being of service to the City of Jackson.

Sincerely,

CARROLL WARREN & PARKER PLLC

By:

  
J. Chadwick Mask, Member

APPROVED AND AGREED TO:

The City of Jackson, Mississippi

BY:

  
Mayor Chokwe Antar Lumumba

cc: Drew Martin, City Attorney (via email: [dmartin@city.jackson.ms.us](mailto:dmartin@city.jackson.ms.us))  
Sheridan A. Carr, Special Assistant to the City Attorney (via email: [scarr@jacksonms.gov](mailto:scarr@jacksonms.gov))

22



**ORDER AUTHORIZING THE PAYMENT OF SUBSCRIPTION FEES TO LINKEDIN TO PROMOTE JOB OPENINGS FOR THE OFFICE OF THE CITY ATTORNEY**

**WHEREAS**, the Office of the City Attorney is seeking qualified candidates to fill vacant positions within its Office; and

**WHEREAS**, the Office of the City Attorney desires to post vacant positions within its Office on Linked as the need arises throughout each fiscal year; and

**WHEREAS**, the Office is seeking qualified candidates through multiple job boards and websites; however, in the current digital age, LinkedIn has risen as a highly impactful platform that drastically affects the recruitment and staffing sector; and

**WHEREAS**, LinkedIn plays an integral role in modern recruitment with its numerous benefits, making it indispensable for businesses seeking proficient candidates; and

**WHEREAS**, LinkedIn will also allow the Office to create job postings easily, search for candidates, and communicate with job seekers, all with the assistance of LinkedIn's recruitment tools; and

**WHEREAS**, the Office frequently faces deadlines and legal requirements. When turnover occurs, LinkedIn enables the Office to engage with potential candidates and maintain a list of qualified individuals to fill vacancies immediately; and

**WHEREAS**, the Office of the City Attorney recommends that the governing authority authorize its Office to promote job openings as the needs arise throughout each fiscal year on LinkedIn in an amount not to exceed \$3,500.00 per fiscal year.

**IT IS THEREFORE ORDERED**, that the Office of the City Attorney is authorized to obtain a subscription to promote job openings as the needs arise throughout each fiscal year on LinkedIn in an amount not to exceed \$3,500.00 per fiscal year.

Agenda Item # 22  
May 21, 2024  
(D.Martin, Lumumba)



23





**ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.**

**WHEREAS**, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

**WHEREAS**, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

**WHEREAS**, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

**WHEREAS**, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

**WHEREAS**, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

**NOW, THEREFORE, IT IS ORDERED THAT** we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda Item # 23  
May 21, 2024  
(D.Martin, Lumumba)



24



**ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.**

**WHEREAS**, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

**WHEREAS**, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024 and April 23, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

**WHEREAS**, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

**IT IS THEREFORE HEREBY ORDERED** that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

Agenda Item # 24  
May 21, 2024  
(Jackson City Council)



25





**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI APPROVING AN EMPLOYMENT AGREEMENT FOR THE JACKSON POLICE CHIEF, ASSISTANT CHIEF OF POLICE AND JACKSON FIRE CHIEF.**

**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 of Jackson desires to employ a police chief, assistant chief of police and fire chief, by an employment agreement; and

**WHEREAS**, it is necessary to secure the services of the chief in the administration of the Police Department and Fire Department; and

**WHEREAS**, we must attract and retain strong leadership at the Jackson Police Department and Jackson Fire Department.

**THEREFORE, IT IS HEREBY ORDERED** that the City Council of Jackson, Mississippi hereby authorizes the hiring of a police chief, assistant chief of police, and fire chief through an employment agreement.

**BE IT FURTHER RESOLVED** that once selected, the police chief, assistant chief of police, and fire chief shall enter into employment agreements with the City outlining their roles, responsibilities, compensation, benefits, and any other terms deemed necessary by the City Council.

Agenda Item #  
May 21, 2024  
(Stokes)

25



26



**RESOLUTION OF THE JACKSON CITY COUNCIL ENCOURAGING THE CITY OF JACKSON'S DEPARTMENT OF PLANNING AND DEVELOPMENT TO ISSUE A 90-DAY WARNING TO AVOID UNNECESSARY VIOLATIONS AND ENSURE PROPER ADVERTISEMENT IS SENT TO THE PUBLIC ON HOW TO USE NEW METER KIOSKS.**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

**WHEREAS**, the Jackson City Council recognizes the importance of promoting sustainable development and community growth; and

**WHEREAS**, citizens of Jackson, Mississippi are struggling to understand the new parking meter system, leading to citations; and

**WHEREAS**, the Jackson City Council encourages the Department of Planning and Development to issue a 90-day warning for parking meter violations; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that a city-wide broadcast, brochures, or literature is created that clearly explains how to use the parking meter kiosks, which shall be easily accessible to the public to ensure that citizens understand how to use the kiosks effectively.

**THEREFORE, IT IS HEREBY RESOLVED**, the City Council of Jackson, Mississippi hereby encourages the City of Jackson's Department of Planning and Development to issue a 90-day warning to avoid unnecessary violations and ensure proper advertisement is sent to the public on how to use the new meter system.

Agenda Item #  
May 21, 2024  
(Stokes)

26

**27**

**ORDER AUTHORIZING THE MAYOR TO REAPPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.**

**WHEREAS**, the Jackson Redevelopment Authority Board of Commissioners consists of seven (7) members nominated by the Mayor and confirmed by the Jackson City Council; and

**WHEREAS**, the term has expired for the Ward Five representative, leaving a vacant seat; and

**WHEREAS**, after evaluation of his qualifications, Mr. Brian Washington of Ward Five has been nominated by the Mayor to be reappointed to Ward Five.

**IT IS, THEREFORE, ORDERED** that the Mayor's appointment of Brian Washington to serve as the Ward Five representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said term to expire on August 13, 2028.



OFFICE OF THE CITY ATTORNEY  
*S. Moncure*

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 REAPPOINT WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

**Drew Martin, City Attorney**  
**Sondra Moncure, Special Assistant**

*Sondra Moncure*

*4/29/24*

**Date**

# BRIAN WASHINGTON

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JACKSON, MS 39209 • 6019183839 • bwashinc@gmail.com

## Website, Portfolio, Profiles

- [facebook.com/bewconstruction](https://facebook.com/bewconstruction)

## Professional Summary

Results producing CEO with over 12 years of experience driving sales growth in construction and real estate industries. Financially savvy business owner who excels in forecasting, budgeting, and developing innovative, proactive solutions despite unpredictable market dips or obstacles. Adept at creating loyal and lasting professional relationships with colleagues and clients by acting with honesty and integrity.

## Skills

- Cross-Functional Leadership
- Key Relationship Building
- Cash Flow Analysis
- Organizational Restructuring
- New Business Growth
- Financial Management
- Budgeting/Forecasting
- Cost Engineering

## Work History

**CEO/President, 04/2013 to Current**

**B.E.W CONSTRUCTION – Jackson, MS**

- Direct all day-to-day activities across home renovations, business development, contract, and subcontract negotiations.
- Coordinates all projects from concept to completion.
- Create and maintain accurate budget projections.
- Performs and directs field operations throughout strategy of projects, personnel, materials, obtaining proper permits, equipment, quality control and safety procedures.
- Ensure satisfaction by maintaining client relations, project integrity and accurate costs.
- Contract Lead for Fortune 500 Company Jim Walter Homes (Greentree LLC), Conrex Properties and US Homes.
- Renovated over 100 homes and apartments to date in Jackson MS with 100% accuracy.
- Presently Manages over 30 renovated homes in the Jackson, MS area
- Developed key operational initiatives to drive and maintain substantial business growth
- Devised new promotional approaches to boost customer numbers and market penetration while enhancing engagement and driving growth
- Improved business profits by 75% through strategic updates to processes, procedures, and team makeup

**Head of Construction, 09/2011 to Current**

**LEFLORE CONSTRUCTION, LLC – Jackson, MS**

- Led rehab project of 25 houses with Jackson Housing Authority. (2014)
- Managed and oversaw the West Millsaps Housing development project that consisted of 16 new construction apartments and renovation of 31 houses with 100% accuracy and completion. (2015)
- Oversee day to day operations
- Supervised City of Jackson's HUD Capitol Street Project redevelopment by completing 100% of demolition and renovations.
- Stellar 10-year track record turning marketing into a powerful revenue-driving force for the company.
- Recognized as particularly effective in strategic marketing-communicating with target market and customers, building capacity and strengthening partnerships in developing the company's brand to realize top-line growth.
- Directs and supervises Leflore Construction's project managers in a fast-paced environment.

**Independent Pharmaceutical Sales Representative, 07/2013 to 06/2015**

**MIST PHARMACEUTICALS – Jackson, MS**

- Visited customer locations to evaluate requirements, demonstrate product offerings and propose strategic solutions for diverse needs.
- Responsible for Promoting Inderal XL (Beta Blocker), Tirosint (Hypothyroidism), Suprenza (Weight Loss) & Primlev (pain) to various Pain Doctors, Neurologists, Internal Medicine & Primary Care physicians throughout central MS.
- Increased sales 50% in the Southeastern Region by visiting all sites personally and organizing meetings with the medical teams on a bi-weekly basis to ensure understanding of and gain buy-in for newly introduced medicines.
- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Managed in-office and field sales call activity to educate and influence customers while building product sales.

**Specialty Pharmaceutical Sales Representative, 04/2007 to 08/2011**

**PRICARA/JANSSEN, A Division of Ortho, McNeil, Johnson & Johnson, Janssen**

**Pharmaceuticals, Inc – MS**

- Provided medicines for an array of health concerns in several therapeutic areas including (acid reflux disease, infectious disease, and chronic pain).
- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Exceeded established sales goals and increased client retention by 45%.
- Surpassed annual sales quota by 37% in 2007. (Top 8%)
- Worked to develop network by identifying and pursuing new leads, attending industry events, and building rapport with clients.

**Pharmaceutical Sales Representative, 08/2003 to 01/2007**

**Professional Detailing Inc, Glaxo-Smith Kline – Jackson, MS**

- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Provided superior insight-driven and integrated multi-channel message delivery to established and emerging health care companies: Marketed Paxil CR (Antidepressant) Coreg (Cardiovascular) and Avodart (Prostate) to Primary Care Physicians, Cardiologists, and OBGYNs throughout Central Mississippi.
- Visited customer locations to evaluate requirements, demonstrate product offerings and propose strategic solutions for diverse needs.
- Engaged clients in informational program discussions and presentations by providing value-added education and product benefits to grow product volume.

**Senior Account Executive, 05/2001 to 05/2003**

**New Horizons Computer Learning Center – Jackson, MS**

- Built over 100 business-to-business relationships in Mississippi.
- Led online computer training as a Marketing instruction which contributed to annual revenue goals by selling new services and developing new accounts.
- Strengthened customer relationships with proactive and collaborative approach to managing needs.
- Analyzed data to discover trends, informing market strategies and objectives.

**Software Developer, 06/1998 to 04/2000**

**Lucent Technologies – Naperville, IL**

- Revised, modularized, and updated old code bases to modern development standards, reducing operating costs and improving functionality.
- Collaborated with project managers to select ambitious, but realistic coding milestones on pre-release software project development.
- Translated design personnel's ideation into concrete development frameworks for use in software.
- Coordinated with project management staff on database development timelines and project scope.

## **Education**

**Master of Science: Computer Science/Information Systems, 05/1998**

**Jackson State University - Jackson, MS**

**Bachelor of Science: Computer Science, 05/1995**

**Jackson State University - Jackson, MS**

## **Affiliations**

- Project Management Institute
- American Marketing Association
- Alpha Phi Alpha Fraternity, Inc.
- Jackson State University Alumni Association
- Member of the 2007 Leadership Jackson class
- Young Up & Coming Professionals (Jackson)

## **Additional Information**

References available upon request